The Town of Rotterdam Town Board Meeting will be held in person; however, the public may access the meeting electronically via Zoom conference call. Members of the public may listen to the board meeting by dialing ***1 (929) 205-6099(*** *followed by the pound symbol) or by logging into Zoom.com, then enter the conference* ***ID NO. 867 0373 0307****. Video of the town board meeting will be posted on the Town of Rotterdam website (www.rotterdamny.org) the following Friday after the meeting.*

MEETING OF THE
ROTTERDAM TOWN BOARD
October 26, 2022
7:00 PM
AGENDA REVIEW 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

- The Town of Rotterdam will be celebrating Halloween on Monday October 31, 2022. Designated hours for "Trick or Treating" are from 4:00 p.m. until 8:00 p.m. The Rotterdam Police Department is once again asking parents to cooperate by having their children off the streets by 8:00 p.m.
- Veterans Day Services – Friday, November 11, 2022 at 2:30 p.m.
  Please join us at 2:30 p.m. for a ceremony that will take place at Town Hall at 1100 Sunrise Blvd., Rotterdam, New York, 12306.

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

- Draft Town of Rotterdam Comprehensive Plan
- Introductory Local Law No. 7 of 2022 to amend Chapter 270 of the Town Code of the Town of Rotterdam, Zoning, relating to permitting and regulating the raising of chicken hens as an accessory use to single-family dwelling principal uses in the A Agricultural, R-1 One-Family Residential, R-2 Two-Family Residential, and RA Residential Agricultural zoning districts.
- Introductory Local Law No. 8 Of 2022 to add Kelly Lane at Mary Lane as a Stop Intersection.

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 privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

287.22 To accept Town Board Meeting Minutes.

288.22 To approve the changes made to the 2023 Tentative Budget to establish the 2023 Preliminary Budget and call for a public hearing on the 2023 Preliminary Town Budget.

289.22 Call for bids for Vehicle Repair and Maintenance Services.

290.22 Call for bids for Car Wash Services.

291.22 Call for bids for Dry Cleaning Services.

292.22 To authorize a stipulation of settlement with Crosstown Plaza SC, LP.

293.22 To amend Resolution No. 21.22 of the year 2022: Appoint William Purcell as Bingo Inspector.

294.22 Establishing Water/Sewer Rents and Contract Assessments for the year 2022 for the Water/Sewer Districts.

295.22 To Enact Introductory Local Law No. 8 of 2022.

296.22 To authorize a yearly service agreement with TRANE U.S. Inc. for heating and cooling system.

297.22 To authorize an agreement with TRANE U.S. INC for service upgrades to heating and cooling system.

298.22 Policy to prohibit cellular equipment to be mounted on the roof/dome of water storage tanks.

299.22 To approve budget transfers to the 2022 budget.

300.22 To authorize Settlement of Claims by and against Via Port New York, LLC.

301.22 To Recognize the introduction of Introductory Local Law No. 9 Of 2022 and authorizing commencement of the review and adoption process.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

ROTTERDAM POLICE DEPARTMENT

The Joseph S. Dominelli Public Safety Building

101 Princetown Road – Rotterdam, N.Y. 12306

(518) 355-7739 – Fax (518) 355-0817

Michael S. Brown – Chief of Police

HALLOWEEN

The Town of Rotterdam will be celebrating Halloween on Monday October 31, 2022. Designated hours for "Trick or Treating" are from 4:00 p.m. until 8:00 p.m. The Rotterdam Police Department is once again asking parents to cooperate by having their children off the streets by 8:00 p.m.

HALLOWEEN SAFETY TIPS:

- Wear light colored clothing that's short enough to prevent tripping, and add reflective tape. Make sure children can see well enough through face masks, or use makeup instead.
- Adults should accompany young children. Cross the street only at corners and never between parked vehicles. If there is not a sidewalk, walk facing traffic.
- Go out during daylight and carry a flashlight in case of delay.
- Stay within your own neighborhood and only visit homes you know. Tell your family which streets you will be on, and only go to houses that have their lights on.
- Only give and accept wrapped or packaged candy. Wait until you get home to sort, check and eat your treats. Examine all candy before allowing children to eat it. If you suspect that a treat received has been tampered with, contact your local police department.
- Keep costumed children away from pets. The pet may not recognize the child and bite.
- Avoid hard plastic or wooden props such as daggers or swords. Substitute with foam rubber which is soft and flexible.

HOMEOWNERS:

- Remove lawn ornaments and leaf bags from the front of residences prior to Halloween.
- Park vehicles off the street or inside your garage.
- Be visible. If you will be at home during Halloween, sit out on your porch, or be outside with your neighbors and friends.
- Turn on all exterior lights to discourage vandalism.
- If you will be out of town during Halloween, put your lights on timers and notify your neighbors that you will be away. *Contact the police for a property check.*
- Immediately report suspicious vehicles, large groups and unusual activity in your neighborhood to the **Dispatchers at the Communication Center at 630-0911 and they will contact a Rotterdam Police Officer to respond.**
- **Dial 911 only to report an emergency.**

Remember, by working together, we can all enjoy a Safe and Happy Halloween.

10/26/2022

PUBLIC HEARING #1

DRAFT TOWN OF ROTTERDAM COMPREHENSIVE PLAN

(The entire Draft Town of Rotterdam Comprehensive Plan can be found on RotterdamNY.org under the "What's New/Comprehensive Plan" tab, or it is viewable at the Town Clerks Office Monday-Friday 8am-4pm).

MOTION 41.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following motion was duly adopted:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to keep the public hearing open on the comprehensive plan.

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

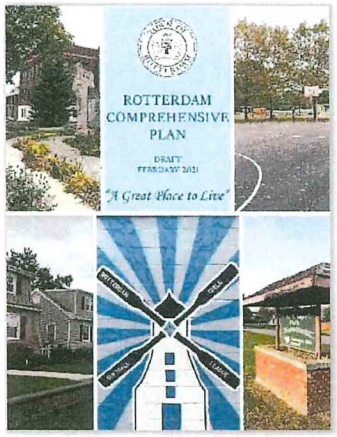
September 28, 2022

Town of Rotterdam
Comprehensive Plan Update

Town Board
Public Hearing

Overview

The Town is finalizing the update to its 2001 Comprehensive Plan, the update reflects the needs of today and identifies a vision for the future. The Comprehensive Plan creates a framework for the future for a range of topic areas. The Comprehensive Plan was developed by the Town of Rotterdam and guided by a Comprehensive Plan Advisory Committee and a consultant team led by MJ Engineering and Land Surveying.



Comprehensive Plan Sections

Section One: Introduction

Section Two: Vision, Goals, and Vision Map

Section Three: Vision Map Recommendations

Section Four: Town-wide Recommendations

Section Five: Implementation

Appendices

- **A.** Community Engagement Plan
- **B.** Inventory and Analysis
- **C.** Review of Past Planning Efforts
- **D.** Stakeholder Meeting Summaries
- **E.** Public Meeting Summaries
- **F.** Online Survey Summary
- **G.** Student Survey Summary
- **H.** Vision Map Survey Summary

Public Engagement

- Stakeholder Meetings (8 held)
- Public Workshops (2 held)
- Public Virtual Webinar
- Pop-up stations (3 held)
- Online Community Survey
- Student Generated Survey
- Online Vision Map Survey
- Comprehensive Plan Advisory Committee Meetings (14 held)
- Committee Public Hearings

Vision Statement

The Town of Rotterdam is a thriving, inclusive and friendly community that celebrates the diversity of its people and neighborhoods that together create a desirable place to live, work and play.

Locally owned businesses, walkable neighborhoods, excellent schools and vibrant commercial corridors as well as an active industrial area support a growing tax base, employment opportunities, and a high quality of life.

At the crossroads of several major transportation routes, Rotterdam is accessible to and from major Capital Region destinations for employment, retail and institutions of higher education. Rotterdam enjoys a diversity of housing options. From historic single-family neighborhoods to multi-family neighborhoods, there are housing choices to accommodate all generations.

Rotterdam is respectful of its rich history and natural resources prioritizing the health and well-being of its residents, visitors and the environment.

Parks and recreational opportunities abound providing options for people of all ages to connect with nature and each other.

More info please visit: RotterdamNYPlan.com
Or scan the QR code →

Comprehensive Plan Goals

Transportation and Mobility

- Maintain a safe, reliable and efficient transportation system that provides multi-modal access to all residents and visitors.
- Enhance the walkability of historic hamlet areas and increase neighborhood connectivity.
- Improve accessibility of neighborhood commercial corridors by using complete street design elements.

History, Culture and Education

- Protect, enhance and promote historic and cultural resources of the Town for the enjoyment of community members and visitors.
- Expand opportunities for residents and visitors to experience history, arts and culture.
- Support and foster educational opportunities to ensure the success of future generations.

Parks and Recreation

- Provide recreational opportunities that utilize the scenic and natural resources of the town.
- Provide a diversity of year-round recreational opportunities for the enjoyment of all residents and visitors.

Neighborhoods, Housing and Community

- Preserve and enhance the character and unique identity of existing neighborhoods and hamlets.
- Create places and activities to celebrate community.
- Maintain and enhance existing housing stock.
- Support housing options that are appropriately located, meet the needs of seniors and all generations and serve all incomes.

Infrastructure and Governance

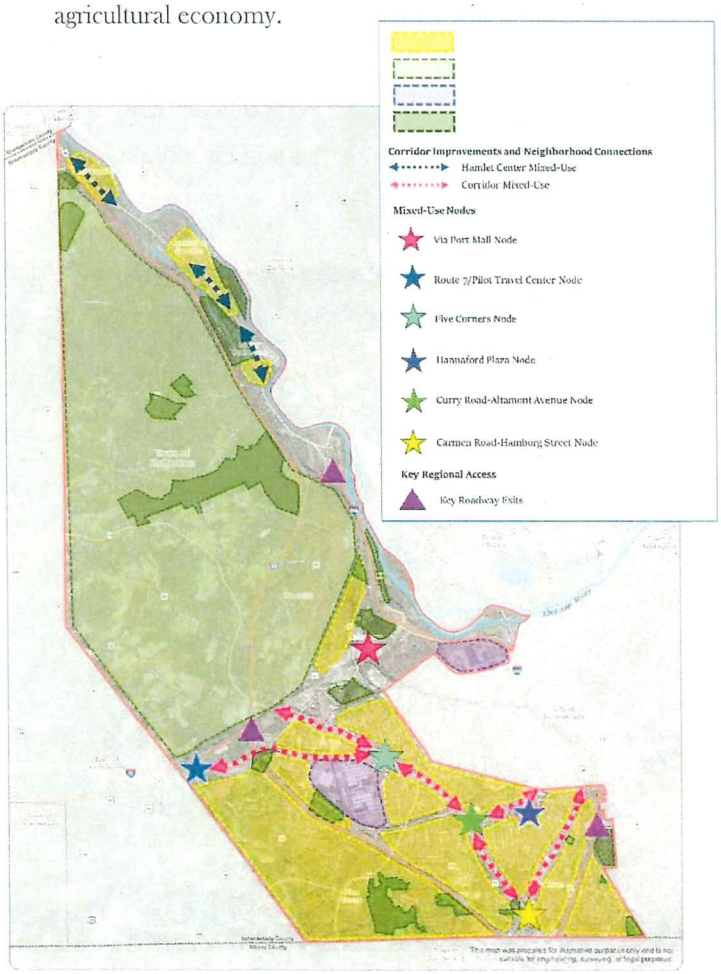
- Ensure the availability of public facilities, infrastructure and emergency services that adequately serve the present and future needs of Rotterdam.

Economic Growth

- Promote investment and reinvestment to attract and retain local businesses and employment opportunities.
- Ensure that commercial growth occurs in a manner that maintains the character of the community while expanding the Town's tax base and the availability of services to members of the community.
- Support and promote existing commercial and industrial areas.

Natural Resources, Agriculture and Environment

- Preserve and protect key natural resources and critical environmental areas including the Great Flats Aquifer.
- Preserve and protect farmland and support a local agricultural economy.



Vision Map

More info please visit: RotterdamNYPlan.com
Or scan the QR code →

10/26/2022

PUBLIC HEARING

#2

For receipt of comment on the potential enactment of Introductory Local Law No. 7 of 2022 to amend Chapter 270 of the Town Code of the Town of Rotterdam, Zoning, relating to permitting and regulating the raising of chicken hens as an accessory use to single-family dwelling principal uses in the A Agricultural, R-1 One-Family Residential, R-2 Two-Family Residential, and RA Residential Agricultural zoning districts.

MOTION 42.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following motion was duly adopted:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to keep the public hearing open on introductory Local Law No.7 of 2022 on zoning, relating to permitting and regulating chickens.

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni		X	
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County, NY

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 10-5-22
Case No. R-18-22
Returned 10-12-22

FROM: ☑ Legislative Body
☐ Zoning Board of Appeals
☐ Planning Board

Municipality: Town of Rotterdam

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5539

Received
Schenectady County
OCT 05 2022
Economic Development and Planning Dept

ACTION:
☑ Zoning Code/Law Amendment
☐ Zoning Map Amendment
☐ Subdivision Review
☐ Site Plan Review
☐ Special Permit
☐ Use Variance
☐ Area Variance
☑ Other (specify) Local Law - Chicken Legislation

PUBLIC HEARING OR MEETING DATE: October 12, 2022

SUBJECT: Town of Rotterdam – Code Amendment. Report and Recommendation to the Town Board for a Local Law to amend Chapter 270 of the Town Code of the Town of Rotterdam in regards to the raising of chicken hens as an accessory use.

REQUIRED ENCLOSURES:
1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.

2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:

☐ the boundary of any city, village or town;
☐ the boundary of any existing or proposed County or State park or other recreation area;
☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Peter Comenzo Title: Sr. Planner

Address: 1100 Sunrise Boulevard Schenectady, NY 12306

E-mail: pcomenzo@rotterdamny.org Phone: 518-355-7575 Ext 338

Signature Date: 9 29 22

RECEIVED
OCT 14 2022
TOWN OF ROTTERDAM
PUBLIC WORKS

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-18-22 Applicant Town Board

Referring Officer Peter Comenzo Municipality Rotterdam

Considerations: Local law amendment to allow the keeping of chickens as an accessory use for single family homes in the R-1 and R-2 District with a minimum 9,000 SF lot size.

RECOMMENDATION

Receipt of zoning referral is acknowledged on October 5, 2022. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

☑ **Defer to local consideration (No significant county-wide or inter-community impact)**

☐ **Modify/Conditionally Approve.** Conditions:

☐ **Advisory Note:**

☐ **Disapprove.** Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

11/11/22
Date

Ray Gillen, Commissioner
Economic Development and Planning

2

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, September 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 277.22

TO REFER TO THE SCHENECTADY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING AND TO SCHEDULE A PUBLIC HEARING ON INTRODUCTORY LOCAL LAW NO. 7 OF 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes and directs the Senior Planner to refer Introductory Local Law No. 7 of 2022 to the Schenectady County Department of Economic Development & Planning pursuant to N.Y. General Municipal Law § 239-m and to circulate such other notices as may be required by law.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 12th day of October, 2022 for the following purpose:

> For receipt of comment on the potential enactment of Introductory Local Law No. 7 of 2022 to amend Chapter 270 of the Town Code of the Town of Rotterdam, Zoning, relating to permitting and regulating the raising of chicken hens as an accessory use to single-family dwelling principal uses in the A Agricultural, R-1 One-Family Residential, R-2 Two-Family Residential, and RA Residential Agricultural zoning districts.

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

DATED: September 28, 2022
Daily Gazette: Please publish once on September 30, 2022
Town Clerk Post

SECTION 3. This resolution shall become effective September 28, 2022.

DATED: September 28, 2022

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on September 28, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 30, 2022.

TOWN OF ROTTERDAM N.Y. Office of the Town Clerk Schenectady County

Diane M. Marco

Diane M. Marco, Town Clerk

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

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

□County □City √Town □Village
(select one:)

of Rotterdam

Introductory Local Law No. 7 of the year 2022

A LOCAL LAW TO AMEND CHAPTER 270 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

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

See attached.

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

TOWN OF ROTTERDAM

INTRODUCTORY LOCAL LAW NO. 7 OF THE YEAR 2022

A LOCAL LAW TO AMEND CHAPTER 270 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

SECTION 1 – TITLE

This local law shall be referred to as "A Local Law to Amend Chapter 270 of the Town Code of the Town of Rotterdam".

SECTION 2 – AUTHORITY

This local law is enacted by the Town Board of the Town of Rotterdam pursuant to the N.Y. Municipal Home Rule Law.

SECTION 3 – AMENDMENT

Chapter 270, entitled "Zoning", of the Town Code of the Town of Rotterdam, is hereby amended as follows:

A. Section 270-5, relating to definitions of terms, is amended to add the following term and corresponding definition in appropriate alphabetical order of term:

CHICKEN HEN
A female chicken.

CHICKEN ENCLOSURE
A small housing structure where chicken hens have areas to sleep and nest, and which provides them protection from weather and predators.

CHICKEN RUN
A fenced in area attached to a chicken enclosure, where chicken hens are allowed to run and peck.

ROOSTER
A male chicken.

B. Section 270-15, relating to accessory uses, buildings and structures, is hereby amended to add a new Paragraph F to read in its entirety as follows:

F. Raising of Chicken Hens as an Accessory Use. Where the raising of chicken hens is permitted as an accessory use, such raising of chicken hens shall be governed by the provisions of § 270-15.4.

C. Article IV, entitled General Requirements, is hereby amended to add immediately following Section 270-15.3 and before Article V, a new Section 270-15.4, reading in its entirety as follows:

§ 270-15.4 Raising Chicken Hens as an Accessory Use

A. Where raising chicken hens as an accessory use is permitted under this Chapter, the following regulations shall apply:

(1) Permit Requirements.

(a) The property owner or occupant shall obtain a permit from the enforcement official designated in § 270-170 of this Chapter. An applicant for a permit under this section shall submit a completed application, along with a plan showing the location of the chicken enclosure and the chicken run, and shall pay such application fee as may be established by the Town Board. Prior to issuance of a permit, the Building Inspector shall inspect the chicken enclosure and chicken run.

(b) Such permit shall be valid for one year. Such property owner or occupant shall renew such permit annually so long as the accessory use of raising chicken hens continues, and shall pay such renewal fee as may be established by the Town Board.

(c) Any permit or renewal issued under this section may be revoked by the enforcement official upon determination that a violation of this section is or has occurred. If a permit under this section is revoked, no permit under this section shall be issued for the same lot for a period of two (2) years.

(d) Any person aggrieved by a decision of the enforcement official under this section may seek review of such decision in accordance with § 270-177 of this Chapter.

(e) Upon discontinuance of the accessory use of raising chicken hens, the permit holder shall notify the enforcement official, whereupon the enforcement official shall inspect the property and the permit shall be terminated.

(2) All applicable provisions of the New York State Uniform Fire Prevention and Building Code, as amended from time to time, shall be satisfied.

(3) The minimum lot size for the raising of chicken hens shall be 9,000 square feet.

(4) No more than six (6) chicken hens may be kept, maintained, housed, or possessed on a single lot.

(5) Roosters are prohibited.

(6) Outdoor slaughtering of chicken hens is prohibited.

(7) Chicken hens shall be fed from a trough or similar container. Scattering of chicken feed on the ground is prohibited.

(8) Chicken feed shall be stored in a secure, rodent-proof covered metal container within a fully enclosed structure on the property.

(9) Chicken hens shall be kept for personal, non-commercial use only. Breeding of chickens, the sale of eggs, meat or other

chicken products, and the production of fertilizer are prohibited.

(10) A chicken enclosure and chicken run shall be provided. The chicken enclosure shall be a covered, well-ventilated, predator resistant structure sufficient to provide safe and healthy living conditions. A chicken enclosure shall provide a minimum of four (4) square feet per chicken hen. A chicken run shall provide a minimum area of 10 square feet per chicken hen.

(11) No chicken enclosure or chicken run shall be located closer than twenty-five (25) feet from any property line. No chicken enclosure or chicken run shall be located in any front or side yard(s).

(12) The chicken enclosure and chicken run, along with any other areas on the lot where the chicken hens access, shall be regularly cleaned of waste material. Such cleaning shall be undertaken on a sufficiently regular schedule to prevent offensive odors and attraction of rodents, pests, or parasites, but in no case less frequently than weekly.

(13) Chicken hens shall at all times be confined to the chicken enclosure and chicken run, or otherwise fenced-in area sufficient to prevent movement beyond the lot lines.

D. Section 270-19, relating to accessory uses permitted in the A Agricultural District, is amended to add a new Paragraph K to read in its entirety as follows:

K. Raising of chicken hens, provided that such accessory use is accessory to a single family dwelling principal use and is in compliance with § 270-15.4.

E. Section 270-29, relating to accessory uses permitted in the R-1 One-Family Residential District, is amended to add a new Paragraph I to read in its entirety as follows:

I. Raising of chicken hens, provided that such accessory use is accessory to a single family dwelling principal use and is in compliance with § 270-15.4.

F. Section 270-39, relating to accessory uses permitted in the R-2 Two-Family Residential District, is amended to add a new Paragraph I to read in its entirety as follows:

I. Raising of chicken hens, provided that such accessory use is accessory to a single family dwelling principal use and is in compliance with § 270-15.4.

G. Paragraph E of Section 270-57, relating to accessory uses permitted in the B-1 Retail Business District, is amended to read in its entirety as follows:

E. Accessory uses permitted in the R-1 and R-2 Districts, except raising of chicken hens.

H. Paragraph E of Section 270-66, relating to accessory uses permitted in the B-2 General Business District, is amended to read in its entirety as follows:

E. Accessory uses permitted in the R-1, R-2 and B-1 Districts, except raising of chicken hens.

I. Section 270-200, relating to accessory uses permitted in the RA Residential Agricultural District, is amended to add a new Paragraph H to read in its entirety as follows:

H. Raising of chicken hens, provided that such accessory use is accessory to a single family dwelling principal use and is in compliance with § 270-15.4.

SECTION 4 – EFFECTIVE DATE

This Local Law shall become effective upon filing with the New York Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. __ of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2022 in accordance with the applicable provisions of law.

~~**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20_____ in accordance with the applicable provisions of law.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~

~~**3. (Final adoption by referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20_____, in accordance with the applicable provisions of law.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~

~~**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____, in accordance with the applicable provisions of law.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

~~5. (City local law concerning Charter revision proposed by petition.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.~~

~~6. (County local law concerning adoption of Charter.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the County of _____, State of New York, having been submitted to the electors at the General Election of _____ 20_____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.~~

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

_____
Diane Marco, Town of Rotterdam Town Clerk
Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body

(Seal)

Date: _____

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number Planning Commission 46-2022
Moved by Flansburg, seconded by D'Alessandro

Resolution Adopting a Report and Recommendation on Introductory Local Law No. 7 of 2022 – A Local Law to Amend Chapter 270 ("Zoning") to Permit and Regulate the Raising of Chicken Hens as An Accessory Use in Certain Zoning Districts

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") is currently considering an amendment to Chapter 270 of the Town Code of the Town of Rotterdam, which would permit and regulate the raising of chicken hens as an accessory use in certain zoning districts; and

WHEREAS, the Town Board referred the proposed amendment to the Planning Commission on September 14, 2022 for a report and recommendation thereon; and

WHEREAS, the Planning Commission reviewed the proposed amendment at its regularly scheduled meeting held on September 20, 2022; and

WHEREAS, the Planning Commission has deliberated on the proposed amendment;

NOW, THEREFORE, upon motion of Member Flansburg, seconded by Member D'Alessandro,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed amendment:

   Under the current zoning law, the raising of chickens is not identified as a permitted accessory use in the Zoning Law.

   The proposed amendment, Introductory Local Law No. 7 of 2022, would permit and regulate the raising of chicken hens as an accessory use. More specifically, "raising of chicken hens" would be added as a permitted accessory use provided such accessory use is accessory to a single family dwelling principal use (subject to permitting and regulatory requirements) in the A (Agricultural), R-1 (One-Family Residential), R-2 (Two-Family Residential), and RA (Residential Agricultural) zoning districts.

   Such accessory use would permit and regulate the raising of female chickens as an accessory use on a single-family residential dwelling lot, provided the property owner/occupant obtains and maintains an annual permit from the Building Inspector/Code Enforcement Officer. Such accessory use would be subject to the following regulatory restrictions:

- To the extent applicable, the New York State Uniform Fire Prevention and Building Code must be satisfied.
- The minimum lot size for raising of chicken hens must be 9,000 square feet.
- No more than 6 chicken hens may be kept on a single lot.
- No roosters are permitted.
- Outdoor slaughtering of chickens is prohibited.
- Feeding of the chicken hens must be from a trough or container. Scattering of chicken feed on the ground is prohibited.
- Chicken feed must be kept in a secure, rodent-proof, covered metal container within a fully enclosed structure on the property.
- Keeping of chicken hens shall be for personal, non-commercial use.
- A chicken enclosure and chicken run must be provided.
- The chicken enclosure must be a small structure providing areas for the chicken hens to sleep and nest and providing protection from weather and predators. The chicken enclosure must be a covered, well-ventilated, predator-resistant structure that provides at least 4 square feet of space per chicken hen.
- A chicken run must be a fenced-in area attached to the chicken enclosure, where chicken hens are allowed to run and peck. A chicken run must provide at least 10 square feet of space per chicken hen.
- The chicken enclosure and chicken run must be located at least 25 feet away from any property line and must be limited to the rear yard.
- The chicken enclosure and chicken run, along with any other areas on the lot accessed by the chicken hens, must be regularly cleaned of waste materials, not less frequently than weekly.
- All chicken hens must be confined to the chicken enclosure and chicken run, or otherwise fenced-in area sufficient to prevent movement beyond the lot lines.

In addition to making the foregoing amendments where appropriate to Chapter 270, the proposed local law would add definitions (Chicken Hen, Chicken Enclosure, Chicken Run, Rooster) and would modify the allowable accessory uses in the B-1 Retail Business and B-2 General Business zoning districts as necessary to reflect that the raising of chicken hens as an accessory use is limited to the A, R-1, R-2, and RA zoning districts.

2. The Planning Commission hereby adopts a **negative recommendation** on the proposed amendment for the following reasons:

The Planning Commission believes that while raising of chicken hens is appropriate in the A (Agricultural) zoning district, the other districts identified (particularly R-1 and R-2) are generally more suburban in nature and are not appropriate for this type of accessory use. The proposed lot size of 9,000 square feet does not seem large enough to accommodate this proposed accessory use. The Planning Commission further believes that permitting this accessory use will generate code enforcement issues. The Planning Commission believes this proposed accessory use will impact neighbors and will give rise to issues relating to sanitary conditions, notwithstanding the proposed laws requirement for regular cleaning.

Member	Aye	Nay
John Denny III		**X**
Wayne Calder		**X**
Mark D'Alessandro	**X**	
Clark Collins		**X**
Joseph Signore	**X**	
Lynn Flansburg	**X**	
Thomas Yuille	**X**	

Peter J. Comenzo
Senior Planner

Thomas Yuille
Planning Commission Chairman

2. **Town of Rotterdam – Code Amendment. Report and Recommendation to the Town Board for a Local Law to amend Chapter 270 of the Town Code of the Town of Rotterdam in regard to the raising of chicken hens as an accessory use.**

Chairman Yuille: Who is going to present this for the Town? Are you going to present it?

Mr. Tingley: I can certainly explain it.

The Town Board referred to the Planning Commission for a Report and Recommendation for proposed local law to allow as an accessory use in the A, R-1, R-2 and RA zoning districts raising of chicken hens as accessory to single family dwelling principal uses. So as a reminder, an accessory use is not a principal use on the lot, it is tied to a principal use. So you are not, this wouldn't necessarily allow just raising chickens on a lot, it would be where someone is living in a single family home, this would permit them to raise chicken hens as an accessory to that single family dwelling.

In conjunction with that, there are some restrictions that have been proposed that are intended to minimize the impacts of raising chicken hens on neighboring properties. Among some of them are a limit on the number of chickens being six (6), no roosters being permitted, no outdoor slaughtering of chickens, feeding chickens only in a container or from a trough rather than scattering it on the ground, keeping chicken feed in a closed metal container within the full enclosed structure on the property to prevent rodents from accessing it. Ensuring that the keeping of chickens is for personal use and not commercial use. Providing a chicken enclosure, sometimes known as chicken coop and a chicken run with minimum space requirements for each of those. Setbacks of at least 25' from any property line for that chicken run and chicken enclosure. Minimum lot size of 9,000 square feet and a requirement that the chicken enclosure and chicken run be cleaned regularly and not less frequently than weekly and a requirement that all chicken hens be always confined to the chicken enclosure and chicken run or otherwise fenced in area to prevent them from leaving the lot.

It would also require an annual permit. The permit fee would be set by the Town Board and there would be a requirement that the owner of the home that is keeping the chicken hens come in and every year and renew that permit. That would be an administrative permit application to the Building Department.

So, where you guys are at on this is the, as you know, when the Town Board is looking to consider an amendment to the zoning law. It is required to refer to the Planning Commission for report and recommendation. It has always been my advice that we do that in writing. I have provided a template that can be completed either tonight and adopted or it can be discussed tonight and adopted at a future meeting.

Chairman Yuille: Mr. Denny, I will start with you. Do you have any comments?

Mr. Denny: I don't see a problem with it at all with the way Mr. Tingley has explained it to us. I get a kick out of saying no roosters. I guess it would bother the neighbors with them out there making their noises early in the morning. I have no disagreement with any of it. I think Mr. Tingley has explained it to us thoroughly and I am for the recommendation.

Chairman Yuille: Mr. Calder?

Mr. Calder: No big concerns. I'm a little bit familiar with Glenville's Town Code on chickens because I have dealt with it with family members. It's pretty close to what our attorney produced for us and sent us a few days ago. I think it's good. I think it's well written. I am glad we are doing this. I think it's fine.

Chairman Yuille: Mr. Collins?

Mr. Collins: I agree, I think it's okay to do it. I think property owners have some rights. I will be honest with you, I know people that have 3 or 4 dogs that are a lot more noise than 6 chickens are going to be. My only questions is this and this is for Mr. Tingley, since this is a zone do they have the right, say someone has an 8,000 square foot instead of 9,000, can they go and ask for a waiver on conditions?

Mr. Tingley: It would be my opinion that they would be able to ask the Zoning Board of Appeals for an area variance.

Mr. Collins: That would be, even though we say certain things, they could, like anything else, they could ask for a variance?

Mr. Tingley: They could, but there are state law standards that the Zoning Board must apply in deciding those applications.

Mr. Collins: That was the only question that I had. Other than that, I support it.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: Unlike those that have gone before me, I just jotted a few notes down. I agreed with Mr. Collins that it is difficult to limit what property owners can and cannot do on their personal property and if there are opportunities when we can give them free rein or organized rein, however, we live in a suburban community. I live in a suburban neighborhood. In our community we have various different zones and different size lots and I think that chickens are most appropriate in an agricultural zoned lot or certainly much larger lot than a 9,000 square foot lot. I look at our position here on this Board as if we are representing people who live within our community and if it is something that I would be comfortable with in my neighborhood, I would not be as my next-door neighbor or my backyard neighbor, I don't think so.

Also, I think it would be a code enforcement issue. There are chicken and roosters currently in our neighborhoods that haven't been cited or removed and if we are to permit them then I certainly wouldn't see code enforcement to be able to monitor and enforce the various regulations that are proposed. So, I would prefer that they stay in Agricultural Zones or that the limitation on the lot size be much bigger or not at all in R-1 and definitely in an R-2. Those are my thoughts.

Chairman Yuille: Mr. D'Alessandro?

Mr. D'Alessandro: It kind of blows my mind with all the issues that we have in the town, we are worried about chickens. I don't know. I feel the same way as Lynn on this. I think there are bigger problems than chickens. Code enforcement, I think is going to be an issue. I had a couch on my street for almost 3 months and had to complain about it and that was a couch. I don't know how we are going to enforce chickens.

One of the notes that I did write down that if there was permit that it would be revoked after so many complaints or code violations, and I did see that they actually have it in there. It was Section C of the requirements that they did have that in there. That is the way I feel.

Chairman Yuille: Mr. Signore?

Mr. Signore: I'm not for having chickens in the town. I think it's going to be a code enforcement nightmare. The neighbors next to people who have chickens, I think they are going to be impacted and I also have concerns about sanitary issues in the runs and pens are not kept up. I don't support it.

Chairman Yuille: I'm torn between this one. I understand where people want to have them but then I thought to myself and I looked out at my new neighbor next door has 4 kids and they are pretty quiet and I thought would I want chickens next door and they have a lot big enough to put it on and I really don't think that I would want it because of all the other things that come with chickens like the mice, the rodents, and those types of things. I agree that it was very well written, but on a 9,000 square foot lot to have 25' setbacks with the size of the coop and the size of the run, it would take up most of your backyard and it can only be in your backyard and I had never even thought of what Mr. Collins said about going for a variance which means you can vary the size of the coop, the size of the run, the numbers of chickens. You could go

for any kind of variance, I suppose whether it's granted or not, I don't know but I agree with the last 3 members who spoke, and I can't support this either.

So, where do we go from here?

Mr. Tingley: We can take 2 routes if someone wants to make a motion to adopt a particular recommendation either positive or negative, that can be done. I suggest that we include if it's positive, we include the positive statements and if it is negative, we include the statements made by those not in favor it and then you can take a vote on it or I can prepare alternative recommendations for the next meeting and have them to you in advance and then you can act on it at that meeting. Either way.

Chairman Yuille: I think we should probably vote on it tonight. Is there anyone that is in disagreement? Is there someone that doesn't want to vote on it tonight, I don't think you're going to change your vote one way or the other for or against. Not hearing anything, does someone want to make the motion either positive or negative?

Mr. Collins: I make a motion for a positive, Mr. Chairman.

Chairman Yuille: Motion made by Mr. Collins. Is there a second?

Mr. Calder: I seconded the motion.

Mr. Tingley: The statements in support on the positive side were that essentially it would allow property owners to use their property more, the issue has been addressed in other municipalities in a similar fashion and that you think that the proposed legislation adequately addresses the issue.

Mr. Calder: I think so, my personal opinion.

Mr. Tingley: That is the motion, and I can insert if that is what is adopted, I can insert that in the final forms as long that is consistent with what everybody is thinking on that.

Chairman Yuille: So, if you are for it, you vote yes and if you are against it, you vote no, right?

Mr. Tingley: Right.

Chairman Yuille: Motion second by Mr. Calder. Are there any questions on the motion? Please call the vote.

Marlo Carter: Mr. Denny?

Mr. Denny: Yes.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: No.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: No.

Marlo Carter: Mr. Calder?

Mr. Calder: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: No.

Marlo Carter: Chairman Yuille?

Chairman Yuille: No.

4 no's and 3 yes', the motion was defeated.

Mr. Tingley: So, no recommendation has been adopted.

Mrs. Flansburg: Mr. Chairman, I make a motion that we offer a negative recommendation to the Town Board for this local law amendment.

Mr. Tingley: The stated lot size is too small, the zoning district selected are not appropriate, would create code enforcement issues, there are currently chickens and roosters on properties that are not being enforced already, there are more important things to address in town, neighbors will be impacted and concerns about sanitation. That what I have.

Chairman Yuille: Motion made by Mrs. Flansburg. Is there a second?

Mr. D'Alessandro: I seconded the motion.

Chairman Yuille: Motion second by Mr. D'Alessandro. Does everyone understand this is a negative recommendation. So if you are for this, you vote yes and if you are against the negative recommendation, you vote no.

Mr. Tingley: Just to be clear, if you want this to be a negative recommendation you will vote yes.

Chairman Yuille: Are there any questions on the motion? Please call the vote.

Marlo Carter: Mr. Denny?

Mr. Denny: Negative recommendation would be yes, Mr. Tingley?

Mr. Tingley: That's correct. So, if you are in agreement with the negative recommendation, you vote yes and if you are against it then you vote no.

Mr. Denny: I'm voting yes. No. Yes.

Mr. Tingley: How about this you say negative or positive.

Mr. Calder: Didn't we just do the same thing?

Mr. Tingley: There was a motion for a positive recommendation.

Mr. Denny: Now I got vote no for the negative.

Chairman Yuille: You vote no for the negative.

Mr. Tingley: Let me explain this again. The motion is to adopt a negative recommendation. If you are in favor of the motion, you vote yes. If you are against the motion, meaning you would want a positive recommendation, then you vote no.

Mr. Denny: Yes.

Marlo Carter: Mr. Collins?

Mr. Collins: No.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: I vote yes to adopt a negative recommendation.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Calder?

Mr. Calder: No.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes, to adopt the negative recommendation.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes, to adopt the negative recommendation.

Mr. Denny: I voted the wrong way.

Chairman Yuille: Jack, would you want to change your vote?

Mr. Denny: Yes, I want to change my vote. I'm sorry.

Chairman Yuille: Motion passes 4 to 3.

Again, it was a recommendation to the Town Board. They don't have to follow our recommendation.

Meeting adjourned at 8:10 p.m.

Motion to adjourn made by Mr. Collins and seconded by Mr. Denny

Respectfully Submitted,
Marlo L. Carter
Planning Commission Secretary

10/26/2022

PUBLIC HEARING #3

For receipt of comment on the potential enactment of Introductory Local Law No. 8 of 2022 to amend Section 266.46 of the Town Code of the Town of Rotterdam to Add Kelly Lane at Mary Lane as a Stop Intersection

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 285.22

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 8 OF 2022 TO ADD KELLY LANE AT MARY LANE AS A STOP INTERSECTION AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. 8 of 2022 to add Kelly Lane at Mary Lane as a Stop Intersection.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00p.m. on the 26th day of October 2022 for the following purpose:

To amend section 266.46, entitled "Schedule VI: Stop Intersections" of the Code of the Town of Rotterdam, as attached.

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

DATED: October 12, 2022
Daily Gazette: Please publish once on October 15, 2022
Town Clerk
Post

SECTION 3. This resolution shall become effective October 12, 2022.

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: September 26, 2022

TO: Legislative Review Board

FROM: Deputy Chief William Male W. Male

TITLE OF REQUEST: Recommend adding a stop sign to regulate traffic traveling on Kelly Lane @ Mary Lane.

TOWN BOARD MEETING: October 12, 2022

October 12, 2022:	Call for public hearing.
October 26, 2022:	Hold public hearing.
October 26, 2022:	Adopt local law.

Background Information: Complaints have been received from area residents concerning the need to add a stop sign on Kelly Lane at the intersection of Mary Lane.

Evaluation/Analysis: Traffic survey completed.

Recommendation(s): Recommend adding a stop sign at the intersection of Kelly Lane and Mary Lane. The stop sign will be placed on Kelly Lane.

Attachment/Document(s): Attached traffic survey completed by Lieutenant Kyle Girard.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): 266-13 and 266-46 of the Rotterdam Town Code

LEGISLATION WILL BE PREPARED BY: RPD

ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
TRAFFIC SURVEY

ATTN: Chief Brown, Deputy Chief Male
LOCATION: Kelly Lane
DATE: 9/20/2022

REQUEST

Received a complaint from town residents regarding the intersection of Kelly Lane @ Mary Lane. The intersection is a 3 way intersection with no stop signs.

SURVEYS

A visual traffic survey was completed on 9/20/2022

CONCLUSION

After review of the above mentioned intersection and considering the guidelines set forth in the Manual of Uniform Traffic Control, I do feel that a stop sign being placed on Kelly Lane at Mary Lane will have a positive impact on traffic control or speed. Vehicles on Kelly Lane are required to stop at the intersection with or without a stop sign. However, the addition of the stop sign will improve safety and stop compliance at the intersection.

Respectfully Submitted,

Lt. #101

Lt. Kyle Girard

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

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

□County □City √Town □Village
(select one:)

of Rotterdam

Introductory Local Law No. 8 of the year 2022

A LOCAL LAW TO AMEND CHAPTER 266, § 266-46, SCHEDULE VI: STOP INTERSECTIONS, OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

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

See attached.

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

TOWN OF ROTTERDAM

INTRODUCTORY LOCAL LAW NO. 8 OF THE YEAR 2022

A LOCAL LAW TO AMEND CHAPTER 266, § 266-46, SCHEDULE VI: STOP INTERSECTIONS, OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

SECTION 1 – TITLE

This local law shall be referred to as "A Local Law to Amend Chapter 266, § 266-46, Schedule VI: Stop Intersections, of the Town Code of the Town of Rotterdam".

SECTION 2 – AUTHORITY

This local law is enacted by the Town Board of the Town of Rotterdam pursuant to the N.Y. Municipal Home Rule Law and N.Y. Vehicle and Traffic Law § 1660 (a) (1).

SECTION 3 – AMENDMENT

Chapter 266, § 266-46, Schedule VI: Stop Intersections shall be amended as follows:

A. A new entry for Kelly Lane at the intersection of Mary Lane is added to Schedule VI: Stop Intersections to read as follows:

Stop Sign on *Four-way stop	**Direction of Travel**	**At Intersection of**
Kelly Lane	South	Mary Lane

SECTION 4 – EFFECTIVE DATE

This Local Law shall become effective upon filing with the New York Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ___ of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2022 in accordance with the applicable provisions of law.

~~**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20_____ in accordance with the applicable provisions of law.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~

~~**3. (Final adoption by referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20_____, in accordance with the applicable provisions of law.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~

~~**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____, in accordance with the applicable provisions of law.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

~~5. (City local law concerning Charter revision proposed by petition.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20___ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.~~

~~6. (County local law concerning adoption of Charter.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the County of _____, State of New York, having been submitted to the electors at the General Election of _____ 20_____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.~~

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

_____
Diane Marco, Town of Rotterdam Town Clerk
Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body

(Seal)

Date: _____

RESOLUTION NO. 287.22

TO ACCEPT TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the October 12, 2022 Town Board meeting as attached.

SECTION 2. This resolution shall become effective October 26, 2022.

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **October 18, 2022**
TO: **Mollie A. Collins, Supervisor**

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **October 12, 2022, Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **October 26, 2022**

TO BE PLACED ON TOWN BOARD MEETING OF: **October 26, 2022**

Background Information: Attached. To adopt the meeting minutes from the **October 12, 2022, Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **October 26, 2022.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

October 14, 2022

Certified Resolutions: #281.22-#286.22 for the year 2022 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, October 12, 2022. The Town Board Agenda review started at approximately 6:32 p.m. The agenda review was adjourned at approximately 6:36 p.m. All agreed to adjourn the agenda review meeting. Motion #41 passed to keep the Public Hearing open for the Comprehensive Plan, Motion #42 passed to keep the Public Hearing open for the Introductory Local Law 7-2022 on regulating chickens and, Motion #43 passed to go into executive session. The Town Board meeting began at approximately 7:00 p.m. and the Town Board meeting exited to go into executive session at approximately 8:23 p.m. and executive session was adjourned at approximately 9:07p.m. and the Town Board meeting continued with the Budget Workshop and was adjourned at approximately 10:17 p.m. by Councilmember Miller-Herrera and seconded by Councilmember Dodson. All agreed to adjourn the Town Board Meeting.

Councilmember Christou was absent

Diane M. Marco

Diane M. Marco, Town Clerk

The Town of Rotterdam Town Board Meeting will be held in person; however, the public may access the meeting electronically via Zoom conference call. Members of the public may listen to the board meeting by dialing 1 (929) 205-6099 or by logging into Zoom.com, then enter the conference ID NO. 867 0373 0307, followed by the pound symbol. Video of the town board meeting will be posted on the Town of Rotterdam website (www.rotterdamny.org) the following Friday after the meeting.

MEETING OF THE
ROTTERDAM TOWN BOARD
October 12, 2022
7:00 pm
AGENDA REVIEW 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

- The Town of Rotterdam will be celebrating Halloween on Monday October 31, 2022. Designated hours for "Trick or Treating" are from 4:00 p.m. until 8:00 p.m. The Rotterdam Police Department is once again asking parents to cooperate by having their children off the streets by 8:00 p.m.

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

- Draft Town of Rotterdam Comprehensive Plan **PUBLIC HEARING LEFT OPEN**
- Introductory Local Law No. 7 of 2022 to amend Chapter 270 of the Town Code of the Town of Rotterdam, Zoning, relating to permitting and regulating the raising of chicken hens as an accessory use to single-family dwelling principal uses in the A Agricultural, R-1 One-Family Residential, R-2 Two-Family Residential, and RA Residential Agricultural zoning districts. **PUBLIC HEARING LEFT OPEN**

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

41.22 Motion made to keep the public hearing open for the Comprehensive Plan.

42.22 Motion made to keep the public hearing open for the Introductory Local Law No.7 of 2022 on zoning, relating to permitting and regulating chickens.

43.22 Motion made to go into executive session.

RESOLUTIONS

281.22 Accepting Town Board meeting minutes.

282.22 To accept revenue for Town Clerk's office for September 2022.

283.22 To approve budget transfers to the 2022 Budget.

284.22 To reappoint Robert Caprara to the Board of Assessment Review.

285.22 To call for a Public Hearing to amend Chapter 266 of the code of the Town of Rotterdam.

286.22 To authorize Amendment #2 for Engineering Services for the Salt Shed Storage and Yard Waste Processing Facility.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

- Personnel matter relating to employee No. 10062022 with invited guest, Labor Attorney Nathaniel J. Nichols.

BUDGET WORKSHOP

ADJOURNMENT

Mollie A. Collins, Supervisor

BUDGET WORKSHOP SCHEDULED FOR 10/12/22 FOLLOWING EXECUTIVE SESSION

ROTTERDAM POLICE DEPARTMENT

The Joseph S. Dominelli Public Safety Building
101 Princetown Road – Rotterdam, N.Y. 12306
(518) 355-7739 – Fax (518) 355-0817

Michael S. Brown – Chief of Police

HALLOWEEN

The Town of Rotterdam will be celebrating Halloween on Monday October 31, 2022. Designated hours for "Trick or Treating" are from 4:00 p.m. until 8:00 p.m. The Rotterdam Police Department is once again asking parents to cooperate by having their children off the streets by 8:00 p.m.

HALLOWEEN SAFETY TIPS:

- Wear light colored clothing that's short enough to prevent tripping, and add reflective tape. Make sure children can see well enough through face masks, or use makeup instead.
- Adults should accompany young children. Cross the street only at corners and never between parked vehicles. If there is not a sidewalk, walk facing traffic.
- Go out during daylight and carry a flashlight in case of delay.
- Stay within your own neighborhood and only visit homes you know. Tell your family which streets you will be on, and only go to houses that have their lights on.
- Only give and accept wrapped or packaged candy. Wait until you get home to sort, check and eat your treats. Examine all candy before allowing children to eat it. If you suspect that a treat received has been tampered with, contact your local police department.
- Keep costumed children away from pets. The pet may not recognize the child and bite.
- Avoid hard plastic or wooden props such as daggers or swords. Substitute with foam rubber which is soft and flexible.

HOMEOWNERS:

- Remove lawn ornaments and leaf bags from the front of residences prior to Halloween.
- Park vehicles off the street or inside your garage.
- Be visible. If you will be at home during Halloween, sit out on your porch, or be outside with your neighbors and friends.
- Turn on all exterior lights to discourage vandalism.
- If you will be out of town during Halloween, put your lights on timers and notify your neighbors that you will be away. *Contact the police for a property check.*
- Immediately report suspicious vehicles, large groups and unusual activity in your neighborhood to the **Dispatchers at the Communication Center at 630-0911 and they will contact a Rotterdam Police Officer to respond.**
- **Dial 911 only to report an emergency.**

Remember, by working together, we can all enjoy a Safe and Happy Halloween.

"Serving Since 1942"

10/12/2022

PUBLIC HEARING #1

DRAFT TOWN OF ROTTERDAM COMPREHENSIVE PLAN

(The entire Draft Town of Rotterdam Comprehensive Plan can be found on RotterdamNY.org under the "What's New/Comprehensive Plan" tab, or it is viewable at the Town Clerks Office Monday-Friday 8am-4pm).

September 28, 2022

Town of Rotterdam
Comprehensive Plan Update

Town Board
Public Hearing

Overview

The Town is finalizing the update to its 2001 Comprehensive Plan, the update reflects the needs of today and identifies a vision for the future. The Comprehensive Plan creates a framework for the future for a range of topic areas. The Comprehensive Plan was developed by the Town of Rotterdam and guided by a Comprehensive Plan Advisory Committee and a consultant team led by MJ Engineering and Land Surveying.

Comprehensive Plan Sections

Section One: Introduction

Section Two: Vision, Goals, and Vision Map

Section Three: Vision Map Recommendations

Section Four: Town-wide Recommendations

Section Five: Implementation

Appendices

A. Community Engagement Plan
B. Inventory and Analysis
C. Review of Past Planning Efforts
D. Stakeholder Meeting Summaries
E. Public Meeting Summaries
F. Online Survey Summary
G. Student Survey Summary
H. Vision Map Survey Summary

Public Engagement

- Stakeholder Meetings (8 held)
- Public Workshops (2 held)
- Public Virtual Webinar
- Pop-up stations (3 held)
- Online Community Survey
- Student Generated Survey
- Online Vision Map Survey
- Comprehensive Plan Advisory Committee Meetings (14 held)
- Committee Public Hearings

Vision Statement

The Town of Rotterdam is a thriving, inclusive and friendly community that celebrates the diversity of its people and neighborhoods that together create a desirable place to live, work and play.

Locally owned businesses, walkable neighborhoods, excellent schools and vibrant commercial corridors as well as an active industrial area support a growing tax base, employment opportunities, and a high quality of life.

At the crossroads of several major transportation routes, Rotterdam is accessible to and from major Capital Region destinations for employment, retail and institutions of higher education. Rotterdam enjoys a diversity of housing options. From historic single-family neighborhoods to multi-family neighborhoods, there are housing choices to accommodate all generations.

Rotterdam is respectful of its rich history and natural resources prioritizing the health and well-being of its residents, visitors and the environment.

Parks and recreational opportunities abound providing options for people of all ages to connect with nature and each other.

More info please visit: RotterdamNYPlan.com
Or scan the QR code →

Comprehensive Plan Goals

Transportation and Mobility

- Maintain a safe, reliable and efficient transportation system that provides multi-modal access to all residents and visitors.
- Enhance the walkability of historic hamlet areas and increase neighborhood connectivity.
- Improve accessibility of neighborhood commercial corridors by using complete street design elements.

History, Culture and Education

- Protect, enhance and promote historic and cultural resources of the Town for the enjoyment of community members and visitors.
- Expand opportunities for residents and visitors to experience history, arts and culture.
- Support and foster educational opportunities to ensure the success of future generations.

Parks and Recreation

- Provide recreational opportunities that utilize the scenic and natural resources of the town.
- Provide a diversity of year-round recreational opportunities for the enjoyment of all residents and visitors.

Neighborhoods, Housing and Community

- Preserve and enhance the character and unique identity of existing neighborhoods and hamlets.
- Create places and activities to celebrate community.
- Maintain and enhance existing housing stock.
- Support housing options that are appropriately located, meet the needs of seniors and all generations and serve all incomes.

Infrastructure and Governance

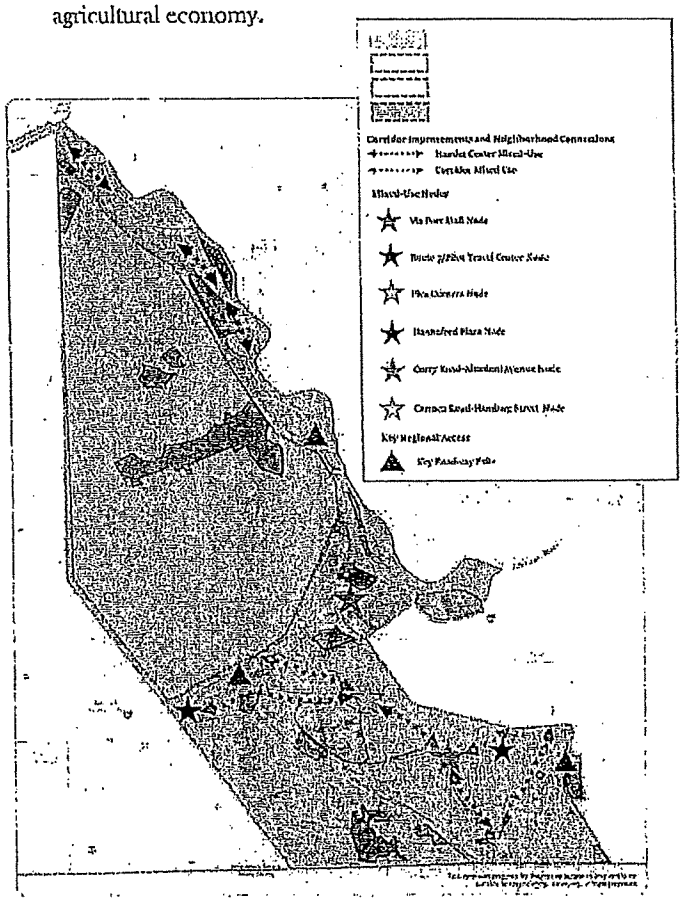
- Ensure the availability of public facilities, infrastructure and emergency services that adequately serve the present and future needs of Rotterdam.

Economic Growth

- Promote investment and reinvestment to attract and retain local businesses and employment opportunities.
- Ensure that commercial growth occurs in a manner that maintains the character of the community while expanding the Town's tax base and the availability of services to members of the community.
- Support and promote existing commercial and industrial areas.

Natural Resources, Agriculture and Environment

- Preserve and protect key natural resources and critical environmental areas including the Great Flats Aquifer.
- Preserve and protect farmland and support a local agricultural economy.



Vision Map

More info please visit: RotterdamNYPlan.com
Or scan the QR code →

10/12/2022

PUBLIC HEARING

#2

For receipt of comment on the potential enactment of Introductory Local Law No. 7 of 2022 to amend Chapter 270 of the Town Code of the Town of Rotterdam, Zoning, relating to permitting and regulating the raising of chicken hens as an accessory use to single-family dwelling principal uses in the A Agricultural, R-1 One-Family Residential, R-2 Two-Family Residential, and RA Residential Agricultural zoning districts.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, September 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 277.22

TO REFER TO THE SCHENECTADY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING AND TO SCHEDULE A PUBLIC HEARING ON INTRODUCTORY LOCAL LAW NO. 7 OF 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes and directs the Senior Planner to refer Introductory Local Law No. 7 of 2022 to the Schenectady County Department of Economic Development & Planning pursuant to N.Y. General Municipal Law § 239-m and to circulate such other notices as may be required by law.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 12th day of October, 2022 for the following purpose:

> For receipt of comment on the potential enactment of Introductory Local Law No. 7 of 2022 to amend Chapter 270 of the Town Code of the Town of Rotterdam, Zoning, relating to permitting and regulating the raising of chicken hens as an accessory use to single-family dwelling principal uses in the A Agricultural, R-1 One-Family Residential, R-2 Two-Family Residential, and RA Residential Agricultural zoning districts.

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

DATED: September 28, 2022
Daily Gazette: Please publish once on September 30, 2022
Town Clerk Post

SECTION 3. This resolution shall become effective September 28, 2022.

DATED: September 28, 2022

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on September 28, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 30, 2022.

TOWN OF ROTTERDAM Schenectady County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

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

□County □City √Town □Village
(select one:)

of Rotterdam

Introductory Local Law No. 7 of the year 2022

A LOCAL LAW TO AMEND CHAPTER 270 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

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

See attached.

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

TOWN OF ROTTERDAM

INTRODUCTORY LOCAL LAW NO. 7 OF THE YEAR 2022

A LOCAL LAW TO AMEND CHAPTER 270 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

SECTION 1 – TITLE

This local law shall be referred to as "A Local Law to Amend Chapter 270 of the Town Code of the Town of Rotterdam".

SECTION 2 – AUTHORITY

This local law is enacted by the Town Board of the Town of Rotterdam pursuant to the N.Y. Municipal Home Rule Law.

SECTION 3 – AMENDMENT

Chapter 270, entitled "Zoning", of the Town Code of the Town of Rotterdam, is hereby amended as follows:

A. Section 270-5, relating to definitions of terms, is amended to add the following term and corresponding definition in appropriate alphabetical order of term:

CHICKEN HEN
A female chicken.

CHICKEN ENCLOSURE
A small housing structure where chicken hens have areas to sleep and nest, and which provides them protection from weather and predators.

CHICKEN RUN
A fenced in area attached to a chicken enclosure, where chicken hens are allowed to run and peck.

ROOSTER
A male chicken.

B. Section 270-15, relating to accessory uses, buildings and structures, is hereby amended to add a new Paragraph F to read in its entirety as follows:

F. Raising of Chicken Hens as an Accessory Use. Where the raising of chicken hens is permitted as an accessory use, such raising of chicken hens shall be governed by the provisions of § 270-15.4.

C. Article IV, entitled General Requirements, is hereby amended to add immediately following Section 270-15.3 and before Article V, a new Section 270-15.4, reading in its entirety as follows:

§ 270-15.4 Raising Chicken Hens as an Accessory Use

A. Where raising chicken hens as an accessory use is permitted under this Chapter, the following regulations shall apply:

(1) Permit Requirements.

(a) The property owner or occupant shall obtain a permit from the enforcement official designated in § 270-170 of this Chapter. An applicant for a permit under this section shall submit a completed application, along with a plan showing the location of the chicken enclosure and the chicken run, and shall pay such application fee as may be established by the Town Board. Prior to issuance of a permit, the Building Inspector shall inspect the chicken enclosure and chicken run.

(b) Such permit shall be valid for one year. Such property owner or occupant shall renew such permit annually so long as the accessory use of raising chicken hens continues, and shall pay such renewal fee as may be established by the Town Board.

(c) Any permit or renewal issued under this section may be revoked by the enforcement official upon determination that a violation of this section is or has occurred. If a permit under this section is revoked, no permit under this section shall be issued for the same lot for a period of two (2) years.

(d) Any person aggrieved by a decision of the enforcement official under this section may seek review of such decision in accordance with § 270-177 of this Chapter.

(e) Upon discontinuance of the accessory use of raising chicken hens, the permit holder shall notify the enforcement official, whereupon the enforcement official shall inspect the property and the permit shall be terminated.

(2) All applicable provisions of the New York State Uniform Fire Prevention and Building Code, as amended from time to time, shall be satisfied.

(3) The minimum lot size for the raising of chicken hens shall be 9,000 square feet.

(4) No more than six (6) chicken hens may be kept, maintained, housed, or possessed on a single lot.

(5) Roosters are prohibited.

(6) Outdoor slaughtering of chicken hens is prohibited.

(7) Chicken hens shall be fed from a trough or similar container. Scattering of chicken feed on the ground is prohibited.

(8) Chicken feed shall be stored in a secure, rodent-proof covered metal container within a fully enclosed structure on the property.

(9) Chicken hens shall be kept for personal, non-commercial use only. Breeding of chickens, the sale of eggs, meat or other

chicken products, and the production of fertilizer are prohibited.

(10) A chicken enclosure and chicken run shall be provided. The chicken enclosure shall be a covered, well-ventilated, predator resistant structure sufficient to provide safe and healthy living conditions. A chicken enclosure shall provide a minimum of four (4) square feet per chicken hen. A chicken run shall provide a minimum area of 10 square feet per chicken hen.

(11) No chicken enclosure or chicken run shall be located closer than twenty-five (25) feet from any property line. No chicken enclosure or chicken run shall be located in any front or side yard(s).

(12) The chicken enclosure and chicken run, along with any other areas on the lot where the chicken hens access, shall be regularly cleaned of waste material. Such cleaning shall be undertaken on a sufficiently regular schedule to prevent offensive odors and attraction of rodents, pests, or parasites, but in no case less frequently than weekly.

(13) Chicken hens shall at all times be confined to the chicken enclosure and chicken run, or otherwise fenced-in area sufficient to prevent movement beyond the lot lines.

D. Section 270-19, relating to accessory uses permitted in the A Agricultural District, is amended to add a new Paragraph K to read in its entirety as follows:

K. Raising of chicken hens, provided that such accessory use is accessory to a single family dwelling principal use and is in compliance with § 270-15.4.

E. Section 270-29, relating to accessory uses permitted in the R-1 One-Family Residential District, is amended to add a new Paragraph I to read in its entirety as follows:

I. Raising of chicken hens, provided that such accessory use is accessory to a single family dwelling principal use and is in compliance with § 270-15.4.

F. Section 270-39, relating to accessory uses permitted in the R-2 Two-Family Residential District, is amended to add a new Paragraph I to read in its entirety as follows:

I. Raising of chicken hens, provided that such accessory use is accessory to a single family dwelling principal use and is in compliance with § 270-15.4.

G. Paragraph E of Section 270-57, relating to accessory uses permitted in the B-1 Retail Business District, is amended to read in its entirety as follows:

E. Accessory uses permitted in the R-1 and R-2 Districts, except raising of chicken hens.

H. Paragraph E of Section 270-66, relating to accessory uses permitted in the B-2 General Business District, is amended to read in its entirety as follows:

E. Accessory uses permitted in the R-1, R-2 and B-1 Districts, except raising of chicken hens.

I. Section 270-200, relating to accessory uses permitted in the RA Residential Agricultural District, is amended to add a new Paragraph H to read in its entirety as follows:

H. Raising of chicken hens, provided that such accessory use is accessory to a single family dwelling principal use and is in compliance with § 270-15.4.

SECTION 4 – EFFECTIVE DATE

This Local Law shall become effective upon filing with the New York Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. __ of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2022 in accordance with the applicable provisions of law.

~~**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20_____ in accordance with the applicable provisions of law.~~

~~*(Name of Legislative body)*~~

~~*(Elective Chief Executive Officer*)*~~

~~**3. (Final adoption by referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20_____, in accordance with the applicable provisions of law.~~

~~*(Name of Legislative body)*~~

~~*(Elective Chief Executive Officer*)*~~

~~**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____, in accordance with the applicable provisions of law.~~

~~*(Name of Legislative body)*~~

~~*(Elective Chief Executive Officer*)*~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

~~5. (City local law concerning Charter revision proposed by petition.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.~~

~~6. (County local law concerning adoption of Charter.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the County of _____, State of New York, having been submitted to the electors at the General Election of _____ 20_____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.~~

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

_____
Diane Marco, Town of Rotterdam Town Clerk
Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body

(Seal)

Date: _____

"A Nice Place to Live" "A Nice Place to Do Business"

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number Planning Commission 46-2022
Moved by Flansburg, seconded by D'Alessandro

Resolution Adopting a Report and Recommendation on Introductory Local Law No. 7 of 2022 – A Local Law to Amend Chapter 270 ("Zoning") to Permit and Regulate the Raising of Chicken Hens as An Accessory Use in Certain Zoning Districts

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") is currently considering an amendment to Chapter 270 of the Town Code of the Town of Rotterdam, which would permit and regulate the raising of chicken hens as an accessory use in certain zoning districts; and

WHEREAS, the Town Board referred the proposed amendment to the Planning Commission on September 14, 2022 for a report and recommendation thereon; and

WHEREAS, the Planning Commission reviewed the proposed amendment at its regularly scheduled meeting held on September 20, 2022; and

WHEREAS, the Planning Commission has deliberated on the proposed amendment;

NOW, THEREFORE, upon motion of Member Flansburg, seconded by Member D'Alessandro,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed amendment:

   Under the current zoning law, the raising of chickens is not identified as a permitted accessory use in the Zoning Law.

   The proposed amendment, Introductory Local Law No. 7 of 2022, would permit and regulate the raising of chicken hens as an accessory use. More specifically, "raising of chicken hens" would be added as a permitted accessory use provided such accessory use is accessory to a single family dwelling principal use (subject to permitting and regulatory requirements) in the A (Agricultural), R-1 (One-Family Residential), R-2 (Two-Family Residential), and RA (Residential Agricultural) zoning districts.

   Such accessory use would permit and regulate the raising of female chickens as an accessory use on a single-family residential dwelling lot, provided the property owner/occupant obtains and maintains an annual permit from the Building Inspector/Code Enforcement Officer. Such accessory use would be subject to the following regulatory restrictions:

- To the extent applicable, the New York State Uniform Fire Prevention and Building Code must be satisfied.
- The minimum lot size for raising of chicken hens must be 9,000 square feet.
- No more than 6 chicken hens may be kept on a single lot.
- No roosters are permitted.
- Outdoor slaughtering of chickens is prohibited.
- Feeding of the chicken hens must be from a trough or container. Scattering of chicken feed on the ground is prohibited.
- Chicken feed must be kept in a secure, rodent-proof, covered metal container within a fully enclosed structure on the property.
- Keeping of chicken hens shall be for personal, non-commercial use.
- A chicken enclosure and chicken run must be provided.
- The chicken enclosure must be a small structure providing areas for the chicken hens to sleep and nest and providing protection from weather and predators. The chicken enclosure must be a covered, well-ventilated, predator-resistant structure that provides at least 4 square feet of space per chicken hen.
- A chicken run must be a fenced-in area attached to the chicken enclosure, where chicken hens are allowed to run and peck. A chicken run must provide at least 10 square feet of space per chicken hen.
- The chicken enclosure and chicken run must be located at least 25 feet away from any property line and must be limited to the rear yard.
- The chicken enclosure and chicken run, along with any other areas on the lot accessed by the chicken hens, must be regularly cleaned of waste materials, not less frequently than weekly.
- All chicken hens must be confined to the chicken enclosure and chicken run, or otherwise fenced-in area sufficient to prevent movement beyond the lot lines.

In addition to making the foregoing amendments where appropriate to Chapter 270, the proposed local law would add definitions (Chicken Hen, Chicken Enclosure, Chicken Run, Rooster) and would modify the allowable accessory uses in the B-1 Retail Business and B-2 General Business zoning districts as necessary to reflect that the raising of chicken hens as an accessory use is limited to the A, R-1, R-2, and RA zoning districts.

2. The Planning Commission hereby adopts a **negative recommendation** on the proposed amendment for the following reasons:

The Planning Commission believes that while raising of chicken hens is appropriate in the A (Agricultural) zoning district, the other districts identified (particularly R-1 and R-2) are generally more suburban in nature and are not appropriate for this type of accessory use. The proposed lot size of 9,000 square feet does not seem large enough to accommodate this proposed accessory use. The Planning Commission further believes that permitting this accessory use will generate code enforcement issues. The Planning Commission believes this proposed accessory use will impact neighbors and will give rise to issues relating to sanitary conditions, notwithstanding the proposed laws requirement for regular cleaning.

Member	Aye	Nay
John Denny III		X
Wayne Calder		X
Mark D'Alessandro	X	
Clark Collins		X
Joseph Signore	X	
Lynn Flansburg	X	
Thomas Yuille	X	

Peter J. Comenzo
Senior Planner

Thomas Yuille
Planning Commission Chairman

2. **Town of Rotterdam – Code Amendment. Report and Recommendation to the Town Board for a Local Law to amend Chapter 270 of the Town Code of the Town of Rotterdam in regard to the raising of chicken hens as an accessory use.**

Chairman Yuille: Who is going to present this for the Town? Are you going to present it?

Mr. Tingley: I can certainly explain it.

The Town Board referred to the Planning Commission for a Report and Recommendation for proposed local law to allow as an accessory use in the A, R-1, R-2 and RA zoning districts raising of chicken hens as accessory to single family dwelling principal uses. So as a reminder, an accessory use is not a principal use on the lot, it is tied to a principal use. So you are not, this wouldn't necessarily allow just raising chickens on a lot, it would be where someone is living in a single family home, this would permit them to raise chicken hens as an accessory to that single family dwelling.

In conjunction with that, there are some restrictions that have been proposed that are intended to minimize the impacts of raising chicken hens on neighboring properties. Among some of them are a limit on the number of chickens being six (6), no roosters being permitted, no outdoor slaughtering of chickens, feeding chickens only in a container or from a trough rather than scattering it on the ground, keeping chicken feed in a closed metal container within the full enclosed structure on the property to prevent rodents from accessing it. Ensuring that the keeping of chickens is for personal use and not commercial use. Providing a chicken enclosure, sometimes known as chicken coop and a chicken run with minimum space requirements for each of those. Setbacks of at least 25' from any property line for that chicken run and chicken enclosure. Minimum lot size of 9,000 square feet and a requirement that the chicken enclosure and chicken run be cleaned regularly and not less frequently than weekly and a requirement that all chicken hens be always confined to the chicken enclosure and chicken run or otherwise fenced in area to prevent them from leaving the lot.

It would also require an annual permit. The permit fee would be set by the Town Board and there would be a requirement that the owner of the home that is keeping the chicken hens come in and every year and renew that permit. That would be an administrative permit application to the Building Department.

So, where you guys are at on this is the, as you know, when the Town Board is looking to consider an amendment to the zoning law. It is required to refer to the Planning Commission for report and recommendation. It has always been my advice that we do that in writing. I have provided a template that can be completed either tonight and adopted or it can be discussed tonight and adopted at a future meeting.

Chairman Yuille: Mr. Denny, I will start with you. Do you have any comments?

Mr. Denny: I don't see a problem with it at all with the way Mr. Tingley has explained it to us. I get a kick out of saying no roosters. I guess it would bother the neighbors with them out there making their noises early in the morning. I have no disagreement with any of it. I think Mr. Tingley has explained it to us thoroughly and I am for the recommendation.

Chairman Yuille: Mr. Calder?

Mr. Calder: No big concerns. I'm a little bit familiar with Glenville's Town Code on chickens because I have dealt with it with family members. It's pretty close to what our attorney produced for us and sent us a few days ago. I think it's good. I think it's well written. I am glad we are doing this. I think it's fine.

Chairman Yuille: Mr. Collins?

Mr. Collins: I agree, I think it's okay to do it. I think property owners have some rights. I will be honest with you, I know people that have 3 or 4 dogs that are a lot more noise than 6 chickens are going to be. My only questions is this and this is for Mr. Tingley, since this is a zone do they have the right, say someone has an 8,000 square foot instead of 9,000, can they go and ask for a waiver on conditions?

Mr. Tingley: It would be my opinion that they would be able to ask the Zoning Board of Appeals for an area variance.

Mr. Collins: That would be, even though we say certain things, they could, like anything else, they could ask for a variance?

Mr. Tingley: They could, but there are state law standards that the Zoning Board must apply in deciding those applications.

Mr. Collins: That was the only question that I had. Other than that, I support it.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: Unlike those that have gone before me, I just jotted a few notes down. I agreed with Mr. Collins that it is difficult to limit what property owners can and cannot do on their personal property and if there are opportunities when we can give them free rein or organized rein, however, we live in a suburban community. I live in a suburban neighborhood. In our community we have various different zones and different size lots and I think that chickens are most appropriate in an agricultural zoned lot or certainly much larger lot than a 9,000 square foot lot. I look at our position here on this Board as if we are representing people who live within our community and if it is something that I would be comfortable with in my neighborhood, I would not be as my next-door neighbor or my backyard neighbor, I don't think so.

Also, I think it would be a code enforcement issue. There are chicken and roosters currently in our neighborhoods that haven't been cited or removed and if we are to permit them then I certainly wouldn't see code enforcement to be able to monitor and enforce the various regulations that are proposed. So, I would prefer that they stay in Agricultural Zones or that the limitation on the lot size be much bigger or not at all in R-1 and definitely in an R-2. Those are my thoughts.

Chairman Yuille: Mr. D'Alessandro?

Mr. D'Alessandro: It kind of blows my mind with all the issues that we have in the town, we are worried about chickens. I don't know. I feel the same way as Lynn on this. I think there are bigger problems than chickens. Code enforcement, I think is going to be an issue. I had a couch on my street for almost 3 months and had to complain about it and that was a couch. I don't know how we are going to enforce chickens.

One of the notes that I did write down that if there was permit that it would be revoked after so many complaints or code violations, and I did see that they actually have it in there. It was Section C of the requirements that they did have that in there. That is the way I feel.

Chairman Yuille: Mr. Signore?

Mr. Signore: I'm not for having chickens in the town. I think it's going to be a code enforcement nightmare. The neighbors next to people who have chickens, I think they are going to be impacted and I also have concerns about sanitary issues in the runs and pens are not kept up. I don't support it.

Chairman Yuille: I'm torn between this one. I understand where people want to have them but then I thought to myself and I looked out at my new neighbor next door has 4 kids and they are pretty quiet and I thought would I want chickens next door and they have a lot big enough to put it on and I really don't think that I would want it because of all the other things that come with chickens like the mice, the rodents, and those types of things. I agree that it was very well written, but on a 9,000 square foot lot to have 25' setbacks with the size of the coop and the size of the run, it would take up most of your backyard and it can only be in your backyard and I had never even thought of what Mr. Collins said about going for a variance which means you can vary the size of the coop, the size of the run, the numbers of chickens. You could go

for any kind of variance, I suppose whether it's granted or not, I don't know but I agree with the last 3 members who spoke, and I can't support this either.

So, where do we go from here?

Mr. Tingley: We can take 2 routes if someone wants to make a motion to adopt a particular recommendation either positive or negative, that can be done. I suggest that we include if it's positive, we include the positive statements and if it is negative, we include the statements made by those not in favor it and then you can take a vote on it or I can prepare alternative recommendations for the next meeting and have them to you in advance and then you can act on it at that meeting. Either way.

Chairman Yuille: I think we should probably vote on it tonight. Is there anyone that is in disagreement? Is there someone that doesn't want to vote on it tonight, I don't think you're going to change your vote one way or the other for or against. Not hearing anything, does someone want to make the motion either positive or negative?

Mr. Collins: I make a motion for a positive, Mr. Chairman.

Chairman Yuille: Motion made by Mr. Collins. Is there a second?

Mr. Calder: I seconded the motion.

Mr. Tingley: The statements in support on the positive side were that essentially it would allow property owners to use their property more, the issue has been addressed in other municipalities in a similar fashion and that you think that the proposed legislation adequately addresses the issue.

Mr. Calder: I think so, my personal opinion.

Mr. Tingley: That is the motion, and I can insert if that is what is adopted, I can insert that in the final forms as long that is consistent with what everybody is thinking on that.

Chairman Yuille: So, if you are for it, you vote yes and if you are against it, you vote no, right?

Mr. Tingley: Right.

Chairman Yuille: Motion second by Mr. Calder. Are there any questions on the motion? Please call the vote.

Marlo Carter: Mr. Denny?

Mr. Denny: Yes.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: No.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: No.

Marlo Carter: Mr. Calder?

Mr. Calder: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: No.

Marlo Carter: Chairman Yuille?

Chairman Yuille: No.

4 no's and 3 yes', the motion was defeated.

Mr. Tingley: So, no recommendation has been adopted.

Mrs. Flansburg: Mr. Chairman, I make a motion that we offer a negative recommendation to the Town Board for this local law amendment.

Mr. Tingley: The stated lot size is too small, the zoning district selected are not appropriate, would create code enforcement issues, there are currently chickens and roosters on properties that are not being enforced already, there are more important things to address in town, neighbors will be impacted and concerns about sanitation. That what I have.

Chairman Yuille: Motion made by Mrs. Flansburg. Is there a second?

Mr. D'Alessandro: I seconded the motion.

Chairman Yuille: Motion second by Mr. D'Alessandro. Does everyone understand this is a negative recommendation. So if you are for this, you vote yes and if you are against the negative recommendation, you vote no.

Mr. Tingley: Just to be clear, if you want this to be a negative recommendation you will vote yes.

Chairman Yuille: Are there any questions on the motion? Please call the vote.

Marlo Carter: Mr. Denny?

Mr. Denny: Negative recommendation would be yes, Mr. Tingley?

Mr. Tingley: That's correct. So, if you are in agreement with the negative recommendation, you vote yes and if you are against it then you vote no.

Mr. Denny: I'm voting yes. No. Yes.

Mr. Tingley: How about this you say negative or positive.

Mr. Calder: Didn't we just do the same thing?

Mr. Tingley: There was a motion for a positive recommendation.

Mr. Denny: Now I got vote no for the negative.

Chairman Yuille: You vote no for the negative.

Mr. Tingley: Let me explain this again. The motion is to adopt a negative recommendation. If you are in favor of the motion, you vote yes. If you are against the motion, meaning you would want a positive recommendation, then you vote no.

Mr. Denny: Yes.

Marlo Carter: Mr. Collins?

Mr. Collins: No.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: I vote yes to adopt a negative recommendation.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Calder?

Mr. Calder: No.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes, to adopt the negative recommendation.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes, to adopt the negative recommendation.

Mr. Denny: I voted the wrong way.

Chairman Yuille: Jack, would you want to change your vote?

Mr. Denny: Yes, I want to change my vote. I'm sorry.

Chairman Yuille: Motion passes 4 to 3.

Again, it was a recommendation to the Town Board. They don't have to follow our recommendation.

Meeting adjourned at 8:10 p.m.

Motion to adjourn made by Mr. Collins and seconded by Mr. Denny

Respectfully Submitted,
Marlo L. Carter
Planning Commission Secretary

MOTION 41.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following motion was duly adopted:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to keep the public hearing open on the comprehensive plan.

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County, NY

MOTION 42.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following motion was duly adopted:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to keep the public hearing open on introductory Local Law No.7 of 2022 on zoning, relating to permitting and regulating chickens.

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni		X	
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Seal of the Year 1985 Schenectady, County NY

MOTION 43.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following motion was duly adopted:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 281.22

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the September 28, 2022 and October 4, 2022 Special Town Board meetings as attached.

SECTION 2. This resolution shall become effective October 12, 2022.

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Clerk's Office Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 282.22

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR SEPTEMBER 2022

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **MASTROIANNI,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of September 2022, has been placed on file and the town clerk's check in the amount of five thousand three hundred seventy-seven dollars and 13/100 ($5,377.13) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective October 12, 2022.

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

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At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 283.22

TO APPROVE BUDGET TRANSFERS TO THE 2022 BUDGETTHEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Supervisor **COLLINS,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2022 are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A1220 4850	FROM:	Consultant	-2,000.00
General	A1220 4390	INTO:	Video Town Board Meetings	+2,000.00
W5	W58320 4879	FROM:	W5 Instrument Pump Maint.	-550.00
W5	W58320 4891	INTO:	We Water Pump Maint. Cont.	+550.00

SECTION 2. This resolution shall become effective October 12, 2022

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

TOWN OF ROTTERDAM Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 284.22

TO REAPPOINT ROBERT CAPRARA TO THE BOARD OF ASSESSMENT REVIEW

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby reappoints Robert Caprara as a member of the Board of Assessment Review, for a five (5) year term commencing October 1, 2022 through September 30, 2027.

SECTION 2. This resolution shall be retroactive to **October 1, 2022.**

DATED: October 12, 2022.

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 285.22

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 8 OF 2022 TO ADD KELLY LANE AT MARY LANE AS A STOP INTERSECTION AND SCHEDULING A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. 8 of 2022 to add Kelly Lane at Mary Lane as a Stop Intersection.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00p.m. on the 26th day of October 2022 for the following purpose:

To amend section 266.46, entitled "Schedule VI: Stop Intersections" of the Code of the Town of Rotterdam, as attached.

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

DATED: October 12, 2022
Daily Gazette: Please publish once on October 15, 2022
Town Clerk
Post

SECTION 3. This resolution shall become effective October 12, 2022.

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, October 12, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 286.22

TO AUTHORIZE AMENDMENT #2 FOR ENGINEERING SERVICES FOR THE SALT SHED STORAGE AND YARD WASTE PROCESSING FACILITY

THEREFORE, UPON MOTION OF Supervisor **COLLINS**, seconded by Councilmember **MASTROIANNI,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute Amendment #2, Barton & Loguidice, in an amount not to exceed Forty-Five thousand and 00/100 dollars ($45,000.00), for additional services of Design, Bidding Phase, and Construction Services for the Salt Shed Storage and Yard Waste Processing Facility.
SECTION 2. This resolution shall become effective October 12, 2022.

DATED: October 12, 2022

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on October 12, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 14, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 288.22

TO APPROVE THE CHANGES MADE TO THE 2023 TENTATIVE BUDGET TO ESTABLISH THE 2023 PRELIMINARY BUDGET AND CALL FOR A PUBLIC HEARING ON THE 2023 PRELIMINARY TOWN BUDGET

WHEREAS, the 2023 Tentative Budget was presented by the Town Clerk to the Town Board on October 4, 2022; and

WHEREAS, the Town Board thereafter reviewed and modified the 2023 Tentative Budget at various workshops and meetings; and

WHEREAS, the changes made by the Town Board to the 2023 Tentative budget have been incorporated into the draft 2023 Preliminary Budget; and

WHEREAS, the Town Board desires to obtain the input of the public on the draft 2023 Preliminary Budget; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The 2023 Tentative Budget, with the changes made by the Town Board during the various workshops incorporated therein, is hereby established as the 2023 Preliminary Budget. The 2023 Preliminary Budget shall be made available for public inspection in both the office of the town clerk, Monday through Friday, exclusive of holidays, between the hours of 8:00 a.m. and 4:00 p.m. and through the Town of Rotterdam website, www.rotterdamny.org, around the clock;

SECTION 2. The Town Board hereby calls for a public hearing to be held on the 2023 Preliminary Budget as set forth in the form of notice set forth below. The Town Clerk of the Town of Rotterdam is hereby directed post a copy of the notice on the signboard of the town, maintained pursuant to subdivision 6 of section 30 of the Town Law of the State of New York, and to publish in the official newspaper of the Town of Rotterdam not less than five (5) days prior to the date designated for the public hearing provided for by the following public notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: The Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, November 9, 2022, at 7:00 p.m. for the following purpose:

To hear comments by the public both in favor and against the Town Board's 2023 Preliminary Budget as compiled and both for and against any item(s) contained therein. The Town Board's 2023 Preliminary Budget shall be available for public inspection in the office of the town clerk, Monday through Friday, from 8:00 a.m. through 4:00 p.m.

In 2023, the proposed salary of each Town Board member shall be ten thousand and 00/100 dollars ($10,000.00), the proposed salary of the Town Supervisor shall be thirteen thousand and 00/100 dollars ($13,000.00), the proposed stipend of the Deputy Supervisor shall be three thousand and 00/100 dollars ($3,000.00), the proposed salary of the Superintendent of Highways shall be seventy thousand nine hundred sixty three and 00/100($70,963.00), the proposed salary of the Town Clerk shall be fifty nine thousand, four hundred thirty eight and 00/100 dollars ($59,438.00) and the proposed salary for the Receiver of Taxes shall be fifty nine thousand, four hundred thirty eight and 00/100 dollars ($59,438.00).

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

DATED: October 26, 2022
Daily Gazette: Please publish once on October 29, 2022
Town Clerk
Post

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

2023
Preliminary
TOWN BUDGET

For the Town of **Rotterdam**
in the
County of **Schenectady**

CERTIFICATION OF TOWN CLERK

I, Diane M. Marco, Town Clerk, certify that the following is a true and correct copy of the **2023 Preliminary Budget** of the Town of Rotterdam as filed by the Budget Officer on the ____ day of October, 2022.

Signed: _____
Town Clerk

Dated: _____

Table of Contents

Page	
1	General Fund Appropriations
32	Highway Fund Appropriations
41	Special Sewer Improvement Area (Curry Rd)
42	Consolidated Lighting District No. 1
44	Sewer District No. 2 & Extensions 1, 2, 3, 6A ,7
53	Sewer District No. 3
54	Sewer District No. 4
55	Sewer District No. 5
56	Sewer District No. 6
57	Sewer District No. 7
59	Water District No. 3
65	Water District No. 4
66	Water District No. 5
73	General Fund Estimated Revenues
77	Highway Fund Estimated Revenues
79	Special District Funds Estimated Revenues
I	Estimated Taxable Assessed Values
II	Summary of Preliminary Town Budget
III	Schedule of Salaries of Elected Town Officers
IV	2023 Estimated Tax Rates
V-VI	Summary of S495 Exemption Impact Report

Town of Rotterdam 2023 Preliminary Budget

				2021 FINAL BUDGET	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
FUND:	A	GENERAL FUND								
TOWN BOARD										
A1010	100001	4 COUNCILMEMBERS		40,000.00	40,000.00	40,000.00	31,924.93	40,000.00	40,000.00	40,000.00
A1010	110001	DEPUTY SUPERVISOR		5,000.00	5,000.00	5,000.00	3,286.26	-	-	-
			Minor Subtotals:	**45,000.00**	**45,000.00**	**45,000.00**	**35,211.19**	**40,000.00**	**40,000.00**	**40,000.00**
A1010	4100	OFFICE SUPPLIES		-	-	100.00	100.00	500.00	500.00	500.00
A1010	4200	TELEPHONE SERVICES		580.00	580.00	1,480.00	1,035.62	-	-	-
A1010	4300	CONFERENCES		-	-	300.00	563.00	500.00	500.00	500.00
A1010	4330	ETHICS BOARD EXPENSES		500.00	500.00	3,000.00	1,901.25	2,500.00	2,500.00	2,500.00
			Minor Subtotals:	**1,080.00**	**1,080.00**	**4,880.00**	**3,599.87**	**3,500.00**	**3,500.00**	**3,500.00**
		A1010	Major Subtotals:	**46,080.00**	**46,080.00**	**49,880.00**	**38,811.06**	**43,500.00**	**43,500.00**	**43,500.00**
TOWN JUSTICE										
A1110	100002	TOWN JUSTICE		39,390.00	39,390.00	39,390.00	32,523.75	40,270.00	39,390.00	39,390.00
A1110	101002	TOWN JUSTICE		39,390.00	39,390.00	39,390.00	32,523.75	40,270.00	39,390.00	39,390.00
A1110	110002	DEPUTY COURT CLERK		44,085.00	44,085.00	49,474.00	38,243.54	46,630.00	46,630.00	87,470.00
A1110	120002	COURT CLERK I		40,000.00	40,000.00	-	-	-	-	-
A1110	125002	COURT CLERK I		54,090.00	54,090.00	56,860.00	44,596.15	56,940.00	56,940.00	56,940.00
A1110	130002	COURT CLERK I		54,090.00	54,090.00	56,260.00	44,596.15	56,330.00	56,330.00	56,330.00
A1110	140002	DEPUTY COURT CLERK		46,535.00	46,535.00	51,674.00	39,774.06	51,120.00	48,420.00	48,420.00
A1110	150002	CLERK TO THE JUSTICE PT		-	10,000.00	-	-	-	-	-
			Minor Subtotals:	**317,580.00**	**327,580.00**	**293,048.00**	**232,257.40**	**291,560.00**	**287,100.00**	**327,940.00**
A1110	2000	OFFICE EQUIPMENT		5,000.00	10,000.00	1,000.00	5,387.01	3,000.00	2,000.00	2,000.00

			Town of Rotterdam 2023 Preliminary Budget						
			2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
		Minor Subtotals:	**5,000.00**	**10,000.00**	**1,000.00**	**5,387.01**	**3,000.00**	**2,000.00**	**2,000.00**
A1110	4100	OFFICE SUPPLIES	8,000.00	8,000.00	4,000.00	3,514.28	5,000.00	4,000.00	4,000.00
A1110	4200	JUSTICE TELEPHONE	3,500.00	3,500.00	3,000.00	1,405.64	-	-	-
A1110	4201	JUSTICE CELL PHONES	400.00	400.00	200.00	126.22	300.00	300.00	300.00
A1110	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	200.00
A1110	4300	JUSTICE CONF/TRAINING	2,000.00	3,000.00	1,500.00	(0.07)	1,500.00	1,500.00	1,500.00
A1110	4358	JUSTICE, LAW & ORDER CTR	3,000.00	3,000.00	3,000.00	-	3,000.00	3,000.00	3,000.00
A1110	4360	JUSTICE STENOS AND INTERP	6,500.00	6,500.00	4,000.00	255.73	4,000.00	4,000.00	4,000.00
A1110	4400	JUSTICE REPR/MACHCONTRCT	8,000.00	8,000.00	6,500.00	2,446.09	6,500.00	6,500.00	6,500.00
A1110	4402	JUSTICE REF MANUALS	350.00	350.00	500.00	95.76	500.00	500.00	500.00
A1110	4403	JUSTICE PRO MEMBERSHIP	650.00	650.00	650.00	570.00	650.00	650.00	650.00
A1110	4500	JUSTICE ELECTRICITY	7,500.00	7,500.00	6,000.00	2,210.01	6,000.00	6,000.00	6,000.00
A1110	4600	JUSTICE HEAT	1,500.00	1,500.00	1,500.00	497.30	1,500.00	1,500.00	1,500.00
A1110	4700	JUSTICE POSTAGE	8,500.00	10,958.58	7,000.00	404.83	7,000.00	7,000.00	7,000.00
A1110	4900	JUSTICE BUILDING REPAIRS	5,000.00	5,000.00	5,000.00	364.94	5,000.00	5,000.00	5,000.00
		Minor Subtotals:	**54,900.00**	**58,358.58**	**42,850.00**	**11,890.73**	**40,950.00**	**39,950.00**	**40,150.00**
		A1110 Major Subtotals:	**377,480.00**	**395,938.58**	**336,898.00**	**249,535.14**	**335,510.00**	**329,050.00**	**370,090.00**
SUPERVISOR'S OFFICE									
A1220	100003	SUPERVISOR	13,000.00	13,000.00	13,000.00	10,500.00	13,000.00	13,000.00	13,000.00
A1220	110001	DEPUTY SUPERVISOR	-	-	-	-	3,000.00	3,000.00	3,000.00
A1220	125003	CONFIDENTIAL SECRETARY TO SUPV	40,170.00	40,170.00	41,884.00	34,994.94	45,275.00	46,920.00	46,920.00
A1220	130003	PROF STAFF ASSISTANT I	45,090.00	45,090.00	(20,006.45)	10,506.97	-	-	-

			2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A1220	131003	CLERK PART TIME	10,000.00	10,000.00	19,000.00	532.00	-	-	-
A1220	132003	SOCIAL MEDIA ADMINISTRATOR	2,000.00	2,000.00	2,500.00	1,444.36	2,000.00	2,000.00	2,000.00
A1220	135003	IT PROJECT MNR SUPPORT LIAISON	42,510.00	42,510.00	59,160.00	46,841.89	59,170.00	59,170.00	60,343.00
A1220	135503	CONFIDENTIAL INVESTIGATOR	8,000.00	8,000.00	-	-	2,000.00	2,000.00	2,000.00
		Minor Subtotals:	**160,770.00**	**160,770.00**	**115,537.55**	**104,820.16**	**124,445.00**	**126,090.00**	**127,263.00**
A1220	2000	SPRVSR OFFICE EQUIPMENT	500.00	1,300.00	3,400.00	1,159.56	3,400.00	2,400.00	2,400.00
		Minor Subtotals:	**500.00**	**1,300.00**	**3,400.00**	**1,159.56**	**3,400.00**	**2,400.00**	**2,400.00**
A1220	4100	SPRVSR OFFICE SUPPLIES	3,000.00	3,000.00	1,700.00	1,675.83	2,600.00	2,600.00	2,600.00
A1220	4105	SPRVSR OFFICE MACHINE LEASE	3,500.00	3,500.00	3,300.00	2,538.60	3,300.00	3,300.00	3,300.00
A1220	4200	SPRVSR TELEPHONE	2,230.00	2,230.00	3,200.00	2,986.90	-	-	-
A1220	4390	VIDEO TOWN BOARD MEETING	4,000.00	4,000.00	2,000.00	3,474.99	2,500.00	2,500.00	4,000.00
A1220	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	200.00
A1220	4400	SPRVSR REPAIR/MACH*CONTRACT	1,500.00	1,500.00	1,350.00	763.50	1,350.00	1,350.00	1,350.00
A1220	4403	SPRVSR MEMBERSHIP DUES	800.00	800.00	1,000.00	835.00	1,200.00	1,200.00	1,200.00
A1220	4850	CONSULTANT	20,000.00	20,000.00	11,000.00	9,000.00	12,000.00	12,000.00	10,000.00
		Minor Subtotals:	**35,030.00**	**35,030.00**	**23,550.00**	**21,274.82**	**22,950.00**	**22,950.00**	**22,650.00**
		A1220 Major Subtotals:	**196,300.00**	**197,100.00**	**142,487.55**	**127,254.54**	**150,795.00**	**151,440.00**	**152,313.00**
COMPTROLLER'S OFFICE									
A1315	100004	COMPTROLLER	87,805.00	87,805.00	88,707.00	29,615.40	77,000.00	77,000.00	77,000.00
A1315	100027	DIRECTOR OF FINANCE	-	-	46,681.00	6,380.80	-	-	-
A1315	105004	PAYROLL AUDIT CLERK	43,125.00	43,125.00	48,284.00	4,674.77	42,760.00	43,110.00	43,110.00
A1315	110004	BOOKKEEPER	45,940.00	45,940.00	52,180.00	41,450.79	53,250.00	53,820.00	53,820.00

			2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A1315	120004	INFO PROC. SPEC. II	42,910.00	42,910.00	49,613.00	39,349.88	46,030.00	46,220.00	46,220.00
A1315	130004	SR PR AUDIT CLERK	45,925.00	45,925.00	20,000.00	12,617.50	-	-	-
A1315	140004	SENIOR ACCOUNT SPECIALIST	52,705.00	52,705.00	55,416.00	48,686.86	61,320.00	62,230.00	62,230.00
A1315	150004	PAYROLL AUDIT CLERK	45,925.00	45,925.00	42,751.00	49,708.33	49,400.00	49,950.00	49,950.00
A1315	160004	CLERICAL ASSISTANCE, PT	10,000.00	10,000.00	-	-	10,000.00	10,000.00	10,000.00
A1315	170004	CLERK	-	-	-	-	-	-	-
A1315	180004	DEPUTY COMPTROLLER	-	-	-	49,250.00	45,000.00	45,000.00	45,000.00
		Minor Subtotals:	**374,335.00**	**374,335.00**	**403,632.00**	**281,734.33**	**384,760.00**	**387,330.00**	**387,330.00**
A1315	2000	COMPT OFFICE EQUIPMENT	-	-	1,255.00	1,313.40	1,000.00	1,500.00	1,500.00
		Minor Subtotals:	**-**	**-**	**1,255.00**	**1,313.40**	**1,000.00**	**1,500.00**	**1,500.00**
A1315	4100	COMPT OFFICE SUPPLIES	2,000.00	2,000.00	2,045.00	1,928.37	2,000.00	3,000.00	3,000.00
A1315	4200	COMPT TELEPHONE	2,300.00	2,300.00	4,000.00	2,986.90	-	-	-
A1315	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	200.00
A1315	4359	COMPT AUDIT SERVICES	27,100.00	27,100.00	-	-	30,000.00	45,000.00	45,000.00
A1315	4400	COMPT REPAIR/MCH CONTRACT	2,000.00	2,000.00	500.00	478.25	2,300.00	2,300.00	2,300.00
A1315	4850	CONSULTANT SERVICES	20,000.00	20,000.00	84,800.00	60,709.99	30,000.00	30,000.00	10,000.00
		Minor Subtotals:	**53,400.00**	**53,400.00**	**91,345.00**	**66,103.51**	**64,300.00**	**80,300.00**	**60,500.00**
		A1315 Major Subtotals:	**427,735.00**	**427,735.00**	**496,232.00**	**349,151.24**	**450,060.00**	**469,130.00**	**449,330.00**
TAX COLLECTION									
A1330	100005	RECEIVER OF TAXES	58,166.00	58,166.00	59,458.00	48,023.43	60,647.00	59,438.00	59,438.00
A1330	120005	DEPUTY RECEIVER OF TAXES	-	-	42,000.00	33,916.80	46,000.00	42,850.00	44,880.00
A1330	125005	SR. TAX CLERK	50,165.00	50,165.00	52,223.00	41,380.71	52,270.00	52,230.00	53,268.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A1330	130005	ACCOUNT CLERK-TYPIST		47,570.00	47,570.00	-	-	-	-	-
			Minor Subtotals:	**155,901.00**	**155,901.00**	**153,681.00**	**123,320.94**	**158,917.00**	**154,518.00**	**157,586.00**
A1330	2000	TAX OFFICE EQUIPMENT		700.00	700.00	200.00	-	700.00	700.00	700.00
			Minor Subtotals:	**700.00**	**700.00**	**200.00**	**-**	**700.00**	**700.00**	**700.00**
A1330	4100	TAX OFFICE SUPPLIES		500.00	500.00	300.00	172.94	300.00	300.00	300.00
A1330	4200	TAX TELEPHONE / ALARM		2,400.00	2,400.00	3,200.00	3,135.92	-	-	-
A1330	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	200.00
A1330	4301	TAX COLLECTION MILEAGE		25.00	25.00	25.00	-	25.00	25.00	-
A1330	4325	TAX PUBLIC INFO DISPLAY ADS		450.00	450.00	350.00	-	350.00	450.00	450.00
A1330	4400	TAX REPR/MACH CONTRACT		1,750.00	1,750.00	300.00	-	800.00	800.00	800.00
A1330	4403	TAX MEMBERSHIP DUES		25.00	25.00	25.00	-	25.00	25.00	-
			Minor Subtotals:	**5,150.00**	**5,150.00**	**4,200.00**	**3,308.86**	**1,500.00**	**1,600.00**	**1,750.00**
		A1330	**Major Subtotals:**	**161,751.00**	**161,751.00**	**158,081.00**	**126,629.80**	**161,117.00**	**156,818.00**	**160,036.00**
ASSESSOR										
A1355	100007	ASSESSOR		76,230.00	76,230.00	79,868.00	63,248.72	79,890.00	79,890.00	81,466.00
A1355	110018	ACCOUNT CLERK		-	-	-	2,149.91	42,750.00	44,250.00	44,250.00
A1355	115007	TYPIST		43,355.00	43,355.00	45,382.00	32,123.00	45,425.00	43,606.00	-
A1355	125007	REAL PROPERTY APPRAISAL TECH		56,495.00	56,495.00	59,265.00	46,508.46	61,360.00	59,270.00	60,450.00
			Minor Subtotals:	**176,080.00**	**176,080.00**	**184,515.00**	**144,030.09**	**229,425.00**	**227,016.00**	**186,166.00**
A1355	2000	ASSESSOR OFFICE EQUIPMENT		-	-	-	-	-	250.00	250.00
A1355	2010	VEHICLES		-	-	-	-	-	500.00	500.00
			Minor Subtotals:	**-**	**-**	**-**	**-**	**-**	**750.00**	**750.00**

Town of Rotterdam 2023 Preliminary Budget

				2021 FINAL BUDGET	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A1355	4100	ASR OFFICE SUPPLIES		1,300.00	1,300.00	1,000.00	161.91	1,000.00	1,000.00	1,000.00
A1355	4200	ASR TELEPHONE		2,250.00	2,250.00	2,800.00	2,711.49	-	-	-
A1355	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	400.00
A1355	4300	ASR CONFERENCES		1,500.00	1,500.00	1,300.00	583.08	1,300.00	1,300.00	1,300.00
A1355	4302	ASR GASOLINE		250.00	250.00	150.00	-	150.00	150.00	-
A1355	4305	ASR AUTO REPAIR MAINT		625.00	625.00	200.00	19.50	200.00	200.00	-
A1355	4400	ASR REPAIR/MACH CONTRT		750.00	750.00	400.00	256.45	750.00	750.00	750.00
A1355	4403	ASR MEMBERSHIP DUES		750.00	750.00	1,000.00	790.50	1,000.00	1,000.00	1,000.00
A1355	4800	DP SUPPORT/WEB FEES		8,200.00	8,200.00	7,000.00	3,835.00	7,000.00	7,000.00	7,000.00
A1355	4850	CONSULTANT		4,000.00	4,000.00	53,500.00	2,500.00	54,000.00	84,000.00	54,000.00
			Minor Subtotals:	**19,625.00**	**19,625.00**	**67,350.00**	**10,857.93**	**65,400.00**	**95,400.00**	**65,450.00**
		A1355	**Major Subtotals:**	**195,705.00**	**195,705.00**	**251,865.00**	**154,888.02**	**294,825.00**	**323,166.00**	**252,366.00**
FISCAL AGENT										
A1380	4175	FISCAL AGENT FEES		-	-	-	500.00	-	500.00	500.00
			Minor Subtotals:	**-**	**-**	**-**	**500.00**	**-**	**500.00**	**500.00**
TOWN CLERK										
A1410	100008	TOWN CLERK		58,166.00	58,166.00	59,458.00	48,032.43	60,650.00	59,458.00	59,438.00
A1410	110008	CLERK		40,160.00	40,160.00	39,142.00	15,799.72	39,150.00	39,640.00	39,640.00
A1410	115008	DEPUTY TOWN CLERK		40,160.00	40,160.00	40,815.00	32,319.42	40,820.00	40,820.00	44,880.00
			Minor Subtotals:	**138,486.00**	**138,486.00**	**139,415.00**	**96,151.57**	**140,620.00**	**139,918.00**	**143,958.00**
A1410	2000	TWN CLRK OFFICE EQUIPMENT		500.00	500.00	529.73	539.73	450.00	450.00	450.00
			Minor Subtotals:	**500.00**	**500.00**	**529.73**	**539.73**	**450.00**	**450.00**	**450.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A1410	4100	TWN CLRK OFFICE SUPPLIES		2,500.00	2,500.00	2,500.00	1,786.58	2,500.00	2,000.00	2,000.00
A1410	4200	TWN CLRK TELEPHONE		2,300.00	2,300.00	2,300.00	2,986.98	-	-	-
A1410	4202	INFORMATIONAL MAILERS		-	-	-	-	-	-	25,000.00
A1410	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	200.00
A1410	4300	CONFERENCE/TRAINING		300.00	300.00	210.00	210.00	200.00	200.00	200.00
A1410	4326	TWN CLRK LEGAL NOTICES		5,000.00	5,000.00	13,000.00	15,489.03	6,000.00	15,000.00	9,000.00
A1410	4400	TWN CLRK REPAIR/MACH CONTR		1,320.00	1,320.00	1,910.27	1,341.58	2,000.00	2,000.00	2,000.00
A1410	4801	TWN CLRK SOFTWARE SUPP		1,710.00	1,710.00	1,710.00	1,710.00	1,710.00	1,710.00	1,710.00
			Minor Subtotals:	**13,130.00**	**13,130.00**	**21,630.27**	**23,524.17**	**12,410.00**	**20,910.00**	**40,110.00**
		A1410	**Major Subtotals:**	**152,116.00**	**152,116.00**	**161,575.00**	**120,215.47**	**153,480.00**	**161,278.00**	**184,518.00**
LAW										
A1420	100009	TOWN ATTORNEY		98,050.00	98,050.00	2,120.00	13,681.24	-	-	-
A1420	110009	PARALEGAL PT		20,000.00	20,000.00	10,859.00	10,858.27	-	-	-
			Minor Subtotals:	**118,050.00**	**118,050.00**	**12,979.00**	**24,539.51**	**-**	**-**	**-**
A1420	2000	EQUIPMENT		500.00	500.00	500.00	-	-	-	-
			Minor Subtotals:	**500.00**	**500.00**	**500.00**	**-**	**-**	**-**	**-**
A1420	4100	LAW OFFICE SUPPLIES		500.00	500.00	200.00	-	-	-	-
A1420	4300	CONFERENCES/TRAINING		1,500.00	1,500.00	1,500.00	1,269.22	-	-	-
A1420	4301	LAW OFFICE MILEAGE		400.00	400.00	350.00	-	-	-	-
A1420	4350	LAW TITLE SER EASEMNTS		1,500.00	1,500.00	1,000.00	-	5,000.00	5,000.00	5,000.00
A1420	4351	BONDING ATTORNEY FEES		5,000.00	5,000.00	1,000.00	2,248.29	10,000.00	10,000.00	10,000.00
A1420	4352	LABOR ATTORNEY FEES		10,000.00	10,000.00	46,600.00	52,832.92	65,000.00	65,000.00	65,000.00

Town of Rotterdam 2023 Preliminary Budget

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A1420	4353	COURT CASE/FILING FEES		1,000.00	1,000.00	500.00	-	1,000.00	1,000.00	1,000.00
A1420	4354	TAX CASE ATTORNEY FEES		10,000.00	10,000.00	5,000.00	-	10,000.00	10,000.00	10,000.00
A1420	4355	LAW - APPRAISALS		10,000.00	10,000.00	5,000.00	-	5,000.00	5,000.00	5,000.00
A1420	4356	PLANNING & ZONING ATTORNEYS		-	-	1,000.00	-	30,000.00	30,000.00	-
A1420	4364	IMA ATTORNEY		10,000.00	30,000.00	10,000.00	85,662.44	150,000.00	150,000.00	10,000.00
A1420	4366	TOWN ATTORNEY FEES		-	-	149,000.00	410.00	-	-	150,000.00
A1420	4368	LAW LITIGATION FEES		20,000.00	20,000.00	5,000.00	325.00	5,000.00	5,000.00	5,000.00
A1420	4402	LAW BOOKS & SUPPLEMENT		5,000.00	5,000.00	1,000.00	-	-	-	-
			Minor Subtotals:	**74,900.00**	**94,900.00**	**227,150.00**	**142,747.87**	**281,000.00**	**281,000.00**	**261,000.00**
		A1420	**Major Subtotals:**	**193,450.00**	**213,450.00**	**240,629.00**	**167,287.38**	**281,000.00**	**281,000.00**	**261,000.00**
ENGINEER										
A1440	123082	TOWN ENGINEER		40,000.00	40,000.00	100,000.00	16,080.00	50,000.00	50,000.00	50,000.00
			Minor Subtotals:	**40,000.00**	**40,000.00**	**100,000.00**	**16,080.00**	**50,000.00**	**50,000.00**	**50,000.00**
A1440	2000	EQUIPMENT		-	-	1,000.00	3,334.44	5,000.00	5,000.00	5,000.00
			Minor Subtotals:	**-**	**-**	**1,000.00**	**3,334.44**	**5,000.00**	**5,000.00**	**5,000.00**
A1440	4810	TOWN PLANNING / MAPS		500.00	500.00	1,000.00	374.40	1,000.00	1,000.00	1,000.00
A1440	4849	GIS IMPLEMENTATION		6,000.00	6,000.00	6,000.00	5,500.00	6,000.00	6,000.00	6,000.00
A1440	4850	ENGINEERING CONSULTANT		75,000.00	75,000.00	150,000.00	57,284.16	250,000.00	250,000.00	300,000.00
			Minor Subtotals:	**81,500.00**	**81,500.00**	**157,000.00**	**63,158.56**	**257,000.00**	**257,000.00**	**307,000.00**
		A1440	**Major Subtotals:**	**81,500.00**	**81,500.00**	**157,000.00**	**63,158.56**	**257,000.00**	**257,000.00**	**307,000.00**
PUB. WORKS ADMIN										
A1490	100011	.25 DPW SPECIALIST		12,895.00	12,895.00	13,415.00	11,084.74	15,130.00	15,450.00	15,450.00

			2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A1490	110011	STORMWATER MANAGER PART TIME	-	-	3,500.00	-	-	35,000.00	35,000.00
A1490	120011	ASST DIRECTOR OF PUBLIC WORKS	450.00	450.00	-	413.91	525.00	-	-
A1490	130011	ACCOUNT CLERK DPW	-	-	-	9,474.35	-	-	-
A1490	135011	1/4 BLDG SAFETY ASSISTANT	10,505.00	10,505.00	-	5,881.04	-	-	-
A1490	140011	.30 CLERK	-	-	12,499.00	10,216.57	13,140.00	13,140.00	13,140.00
A1490	145011	1/4 DPW STAFF ASSISTANT	-	-	12,826.00	-	-	-	-
A1490	150011	CONF SECR TO DIRECTOR OF DPW	605.00	605.00	54,136.00	46,131.24	42,300.00	42,290.00	42,290.00
		Minor Subtotals:	**24,455.00**	**24,455.00**	**96,376.00**	**83,201.85**	**71,095.00**	**105,880.00**	**105,880.00**
A1490	2000	OFFICE EQUIPMENT	500.00	500.00	3,504.44	169.99	13,500.00	16,000.00	16,000.00
		Minor Subtotals:	**500.00**	**500.00**	**3,504.44**	**169.99**	**13,500.00**	**16,000.00**	**16,000.00**
A1490	4100	DPW OFFICE SUPPLIES	1,750.00	1,750.00	1,750.00	2,169.79	2,500.00	2,500.00	2,500.00
A1490	4200	DPW TELEPHONE	3,000.00	3,000.00	3,000.00	5,174.83	-	-	-
A1490	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	500.00
A1490	4300	DPW CONFERENCES	500.00	500.00	2,000.00	1,993.00	2,500.00	2,500.00	2,500.00
A1490	4400	DPW REPAIR/MCH CONTRACT	2,200.00	2,200.00	2,400.00	2,883.00	2,400.00	3,000.00	3,000.00
A1490	4403	DPW ADMIN MBRSHP DUES	200.00	200.00	100.00	-	200.00	200.00	-
A1490	4420	DPW REFERENCE MATERIALS	400.00	400.00	600.00	362.91	2,000.00	2,000.00	2,000.00
A1490	4801	DPW SOFTWARE&SUPPLY	1,780.00	1,780.00	2,000.00	2,684.00	4,000.00	4,000.00	4,000.00
		Minor Subtotals:	**9,830.00**	**9,830.00**	**11,850.00**	**15,267.53**	**13,600.00**	**14,200.00**	**14,500.00**
		A1490 Major Subtotals:	**34,785.00**	**34,785.00**	**111,730.44**	**98,639.37**	**98,195.00**	**136,080.00**	**136,380.00**
BUILDINGS									
A1620	110012	CLEANER	38,855.00	38,855.00	40,571.00	-	42,810.00	42,810.00	42,810.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A1620	130012	LABORER P/T		17,000.00	17,000.00	19,000.00	-	15,000.00	15,000.00	15,000.00
A1620	140012	BLDGS OVERTIME		450.00	450.00	-	-	-	1,000.00	1,000.00
			Minor Subtotals:	**56,305.00**	**56,305.00**	**59,571.00**	**-**	**57,810.00**	**58,810.00**	**58,810.00**
A1620	2000	EQUIPMENT		4,000.00	4,000.00	5,295.56	4,188.06	8,000.00	7,000.00	7,000.00
			Minor Subtotals:	**4,000.00**	**4,000.00**	**5,295.56**	**4,188.06**	**8,000.00**	**7,000.00**	**7,000.00**
A1620	4102	CUSTODIAL SUPPLIES AND SERVICE		60,000.00	60,000.00	60,000.00	7,500.62	60,000.00	30,000.00	10,000.00
A1620	4104	ELEVATOR MAINTENANCE		6,400.00	6,400.00	5,500.00	4,677.80	5,500.00	5,500.00	5,500.00
A1620	4106	BLDGS FIRE ALARM		12,000.00	12,000.00	5,000.00	3,850.87	12,000.00	15,000.00	15,000.00
A1620	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	500.00
A1620	4302	BLDGS GASOLINE		500.00	500.00	500.00	-	1,000.00	1,000.00	1,000.00
A1620	4305	BLDGS AUTO MAINTENANCE		500.00	500.00	500.00	83.29	750.00	750.00	-
A1620	4500	TOWN HALL ELECTRICITY		20,000.00	20,000.00	17,000.00	9,503.81	17,000.00	17,000.00	17,000.00
A1620	4600	BLDGS TOWN HALL HEAT		8,500.00	8,500.00	7,000.00	5,102.42	7,000.00	10,000.00	10,000.00
A1620	4601	PREVENTATIVE MAINT & SUPPLY		16,000.00	16,000.00	5,000.00	6,643.66	16,000.00	13,000.00	10,000.00
A1620	4900	BUILDING REPAIRS		23,400.00	23,400.00	1,535,822.00	17,838.81	23,400.00	15,000.00	15,000.00
A1620	4902	BLDGS HVAC MAINT		20,000.00	20,000.00	3,000.00	2,480.61	20,000.00	15,000.00	15,000.00
			Minor Subtotals:	**167,300.00**	**167,300.00**	**1,639,322.00**	**57,681.89**	**162,650.00**	**122,250.00**	**99,000.00**
		A1620	**Major Subtotals:**	**227,605.00**	**227,605.00**	**1,704,188.56**	**61,869.95**	**228,460.00**	**188,060.00**	**164,810.00**
CENTRAL PRINT & MAIL										
A1670	4701	CENTRAL MAILING		31,000.00	31,000.00	24,000.00	21,798.84	35,000.00	50,000.00	30,000.00
A1670	4702	PRINTING CODE VOUCH MAPS		11,085.00	11,085.00	10,000.00	5,832.08	10,000.00	8,000.00	8,000.00
			Minor Subtotals:	**42,085.00**	**42,085.00**	**34,000.00**	**27,630.92**	**45,000.00**	**58,000.00**	**38,000.00**

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
		A1670	**Major Subtotals:**	**42,085.00**	**42,085.00**	**34,000.00**	**27,630.92**	**45,000.00**	**58,000.00**	**38,000.00**
CENTRAL PROCESS										
A1680	2000	EQUIPMENT		1,500.00	1,500.00	5,000.00	-	5,000.00	4,000.00	4,000.00
			Minor Subtotals:	**1,500.00**	**1,500.00**	**5,000.00**	**-**	**5,000.00**	**4,000.00**	**4,000.00**
A1680	4200	TELEPHONE SERVICES		-	-	-	-	65,000.00	65,000.00	65,000.00
A1680	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	500.00
A1680	4802	WEB SITE SERVICES		3,600.00	3,600.00	4,000.00	1,888.00	4,000.00	3,000.00	3,000.00
A1680	4806	CENTRAL PRINTING SUPPLIES		2,500.00	2,500.00	3,000.00	4,444.07	6,000.00	6,000.00	6,000.00
A1680	4807	CIS SUPPORT & UPGRADE		140,000.00	140,000.00	200,000.00	111,935.31	200,000.00	100,000.00	150,000.00
A1680	4955	TAX BILLS		6,000.00	6,000.00	6,000.00	-	6,000.00	6,000.00	6,000.00
			Minor Subtotals:	**152,100.00**	**152,100.00**	**213,000.00**	**118,267.38**	**281,000.00**	**180,000.00**	**230,500.00**
		A1680	**Major Subtotals:**	**153,600.00**	**153,600.00**	**218,000.00**	**118,267.38**	**286,000.00**	**184,000.00**	**234,500.00**
UNALLOCATED INSURANCE										
A1910	4107	SPEC ITEMS UNALL INSURANCE		267,305.00	267,305.00	302,772.00	291,382.64	266,850.00	254,730.00	350,000.00
			Minor Subtotals:	**267,305.00**	**267,305.00**	**302,772.00**	**291,382.64**	**266,850.00**	**254,730.00**	**350,000.00**
		A1910	**Major Subtotals:**	**267,305.00**	**267,305.00**	**302,772.00**	**291,382.64**	**266,850.00**	**254,730.00**	**350,000.00**
MUNICIPAL ASSN DUES										
A1920	4167	SPEC ITEMS MUNICIPAL DUES		1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	2,000.00	2,000.00
			Minor Subtotals:	**1,650.00**	**1,650.00**	**1,650.00**	**1,650.00**	**1,650.00**	**2,000.00**	**2,000.00**
		A1920	**Major Subtotals:**	**1,650.00**	**1,650.00**	**1,650.00**	**1,650.00**	**1,650.00**	**2,000.00**	**2,000.00**
JUDGEMENTS & CLAIMS										
A1930	4168	SPIM JUDGEMENT & CLAIMS		12,000.00	12,000.00	12,000.00	4,443.60	12,000.00	12,000.00	62,000.00

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A1930	4169	SPIM PROPERTY TAX REBATES		35,000.00	35,000.00	35,000.00	-	50,000.00	50,000.00	-
			Minor Subtotals:	**47,000.00**	**47,000.00**	**47,000.00**	**4,443.60**	**62,000.00**	**62,000.00**	**62,000.00**
		A1930	**Major Subtotals:**	**47,000.00**	**47,000.00**	**47,000.00**	**4,443.60**	**62,000.00**	**62,000.00**	**62,000.00**
MISCELLAENOUS EXPENSE										
A1940	4709	PURCHASE OF LAND/EASEMENT		35,000.00	43,085.00	35,000.00	-	50,000.00	50,000.00	50,000.00
			Minor Subtotals:	**35,000.00**	**43,085.00**	**35,000.00**	**-**	**50,000.00**	**50,000.00**	**50,000.00**
		A1940	**Major Subtotals:**	**35,000.00**	**43,085.00**	**35,000.00**	**-**	**50,000.00**	**50,000.00**	**50,000.00**
CONTINGENT ACCOUNT										
A1990	4172	SPIM CONTINGENT ACCOUNT		100,000.00	90,000.00	150,000.00	-	150,000.00	150,000.00	150,000.00
			Minor Subtotals:	**100,000.00**	**90,000.00**	**150,000.00**	**-**	**150,000.00**	**150,000.00**	**150,000.00**
		A1990	**Major Subtotals:**	**100,000.00**	**90,000.00**	**150,000.00**	**-**	**150,000.00**	**150,000.00**	**150,000.00**
POLICE										
A3120	100032	CHIEF OF POLICE		155,525.00	155,525.00	159,653.00	175,450.04	152,780.00	162,850.00	171,934.00
A3120	100532	DEPUTY CHIEF OF POLICE		137,405.00	137,405.00	139,478.00	50,896.60	135,000.00	142,270.00	147,525.00
A3120	101032	LIEUTENANTS		356,540.00	356,540.00	368,270.00	296,591.72	365,000.00	365,800.00	365,800.00
A3120	102032	SERGEANTS		636,225.00	636,225.00	757,972.00	600,090.86	702,420.00	855,300.00	855,300.00
A3120	103032	INVESTIGATORS		493,025.00	493,025.00	517,216.00	381,351.92	510,450.00	507,600.00	507,600.00
A3120	103632	SCHOOL RESOURCE OFFICERS		183,300.00	183,300.00	190,456.00	145,301.58	185,990.00	186,310.00	186,310.00
A3120	104032	POLICE OFFICERS		2,059,065.00	2,053,938.68	2,069,477.00	1,442,859.42	1,879,500.00	2,050,600.00	2,050,600.00
A3120	105032	SECRETARY TO THE CHIEF		54,690.00	54,690.00	57,008.00	50,992.04	57,020.00	57,010.00	57,010.00
A3120	107132	INFORMATION PROCESSING SPECLST		41,635.00	41,635.00	43,396.00	34,366.30	43,815.00	43,470.00	86,940.00
A3120	107532	EXECUTIVE SECRETARY 1		31,000.00	31,000.00	48,300.00	11,690.26	-	-	-

			2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A3120	108032	OVERTIME POLICE OFFICERS	340,000.00	340,000.00	350,000.00	449,230.86	350,000.00	350,000.00	350,000.00
A3120	108132	OVERTIME POLICE HOLIDAY	70,000.00	70,000.00	85,000.00	51,667.78	85,000.00	85,000.00	85,000.00
A3120	108232	CIVILIAN HOLIDAY	-	-	-	-	-	-	-
A3120	108332	SPECIAL DUTY OT DETAILS	15,000.00	15,000.00	12,000.00	-	12,000.00	12,000.00	12,000.00
A3120	108432	OVERTIME CIVILIAN	1,000.00	1,000.00	-	-	-	-	-
A3120	108632	POLICE COMP CASH IN	33,000.00	33,000.00	30,000.00	21,357.83	37,500.00	37,500.00	37,500.00
A3120	108732	STOP DWI GRANT OT	9,800.00	9,800.00	-	-	-	-	-
A3120	108932	POLICE VACATION BUYBACK	5,500.00	5,500.00	-	-	5,500.00	5,500.00	5,500.00
A3120	110032	SCHOOL TRAFFIC OFFICERS	9,000.00	9,000.00	8,000.00	7,020.00	8,000.00	8,000.00	7,500.00
A3120	111032	CLERK PART TIME	19,200.00	19,200.00	-	-	19,200.00	19,200.00	25,000.00
A3120	111132	CONF RECORDS MNGMT LIASON	69,000.00	-	-	-	69,000.00	69,000.00	45,000.00
A3120	119532	RETIREMENT ALLOWANCE	121,555.00	121,555.00	65,000.00	-	75,000.00	75,000.00	75,000.00
A3120	120032	POLICE UNIFORM CLOTHING ALLOWN	9,000.00	9,000.00	8,000.00	4,958.52	8,000.00	8,000.00	8,000.00
		Minor Subtotals:	**4,850,465.00**	**4,776,338.68**	**4,909,226.00**	**3,723,825.73**	**4,701,175.00**	**5,040,410.00**	**5,079,519.00**
A3120	2010	PATROL VEHICLES	50,500.00	124,500.00	155,149.00	133,980.87	155,000.00	155,000.00	155,000.00
A3120	2120	TRAINING EQUIPMENT	7,500.00	11,640.79	7,500.00	452.00	7,500.00	5,000.00	6,500.00
A3120	2520	MISC ELECTRONIC & CAMERA EQUIP	140,000.00	143,000.00	44,000.00	36,346.78	50,000.00	50,000.00	50,000.00
A3120	2530	RADIO COMPUTER EQUIPMENT	45,000.00	45,000.00	17,238.00	5,631.16	45,000.00	45,000.00	45,000.00
A3120	2540	MISCELLANEOUS EQUIPMENT	55,000.00	45,000.00	35,000.00	13,907.63	50,000.00	30,000.00	50,000.00
		Minor Subtotals:	**298,000.00**	**369,140.79**	**258,887.00**	**190,318.44**	**307,500.00**	**285,000.00**	**306,500.00**
A3120	4100	POLICE OFFICE SUPPLIES	13,000.00	13,000.00	12,000.00	5,339.66	12,000.00	10,000.00	10,000.00
A3120	4104	POLICE ELEVATOR MAINT	2,400.00	2,400.00	2,500.00	2,459.76	2,500.00	2,500.00	2,500.00

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A3120	4116	CHILD SAFETY SEATS	3,000.00	3,000.00	-	-	3,000.00	-	3,000.00
A3120	4154	PROFESSIONAL SERVICES	10,000.00	79,000.00	85,000.00	59,872.18	85,000.00	70,000.00	5,000.00
A3120	4200	POLICE TELEPHONE	27,500.00	27,500.00	25,000.00	16,828.50	-	-	-
A3120	4206	COMMUNITY ENGAGEMENT	-	-	-	-	10,000.00	12,000.00	12,000.00
A3120	4207	CONF RECORDS MNGMT LIASON	-	-	-	-	-	-	-
A3120	4212	SVCE RADIO & MOBILE EQUIP	43,000.00	43,000.00	30,000.00	10,625.84	30,000.00	20,000.00	25,000.00
A3120	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	5,000.00
A3120	4300	EXPENSES SCHOOL, INVSTGTN, YTH	10,000.00	10,000.00	20,000.00	5,602.07	20,000.00	10,000.00	13,000.00
A3120	4302	PATROL VEHICLE GASOLINE	75,000.00	75,000.00	65,000.00	1,220.21	75,000.00	75,000.00	75,000.00
A3120	4305	PATROL MAINT & REPAIR	85,000.00	85,000.00	65,000.00	38,139.31	65,000.00	50,000.00	65,000.00
A3120	4316	EMERGENCY GENERATOR	1,500.00	1,500.00	-	1,116.58	1,500.00	1,500.00	1,500.00
A3120	4317	EMGNCY EQUIP & SUPPLIES	33,000.00	35,658.84	35,000.00	1,516.25	35,000.00	20,000.00	25,000.00
A3120	4318	UNIFORM ALLOWANCE POLICE	45,000.00	45,000.00	37,800.00	34,924.35	37,800.00	37,800.00	37,800.00
A3120	4319	UNIFORM CLEANING	7,250.00	7,250.00	7,000.00	4,712.00	7,000.00	3,000.00	5,000.00
A3120	4322	SEPTIC CLEANING	350.00	350.00	-	-	-	500.00	500.00
A3120	4327	REFUSE COLLECTION	3,500.00	3,500.00	3,600.00	3,148.48	3,600.00	3,600.00	3,600.00
A3120	4362	POLICE ACADEMY EXPENSE	7,585.00	12,711.32	45,000.00	7,395.78	45,000.00	20,000.00	20,000.00
A3120	4365	MEDICAL SCREENING	1,200.00	1,200.00	-	-	-	-	-
A3120	4400	POLICE RPR/MACHCONTRACT	8,000.00	8,000.00	6,500.00	5,712.67	6,500.00	6,500.00	6,500.00
A3120	4403	POLICE MBRSHP DUES / SCHOOL	8,000.00	8,000.00	10,000.00	2,793.44	10,000.00	10,000.00	10,000.00
A3120	4500	POLICE ELECTRICITY	14,500.00	14,500.00	18,000.00	9,577.19	18,000.00	18,000.00	18,000.00
A3120	4600	POLICE HEAT	3,500.00	3,500.00	4,000.00	2,998.61	4,000.00	4,000.00	4,000.00

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A3120	4704	DRUG TESTING	5,000.00	5,000.00	4,500.00	2,971.00	4,500.00	4,500.00	4,500.00
A3120	4715	UCC DISPATCH SERVICE CONTRACT	783,721.00	783,721.00	799,003.00	399,502.00	800,000.00	815,000.00	815,000.00
A3120	4801	POLICE DISPATCH SOFT/SUPPLY	3,500.00	3,500.00	-	-	-	-	-
A3120	4803	POL CMPTER MAINT CONTRCT	75,000.00	75,000.00	73,000.00	23,860.48	73,000.00	73,000.00	63,000.00
A3120	4805	POLICE INTERNET SERVICE	1,000.00	1,000.00	750.00	330.00	750.00	750.00	750.00
A3120	4900	BUILDING REPAIRS	60,000.00	70,600.00	26,000.00	26,002.18	60,000.00	40,000.00	40,000.00
A3120	4902	POLICE HVAC MAINT CNTRCT	2,500.00	2,500.00	2,300.00	-	2,300.00	2,300.00	2,300.00
A3120	4904	POLICE MAINT & SUPPLIES	3,000.00	3,000.00	2,500.00	1,701.77	2,500.00	2,500.00	2,500.00
A3120	4990	ASSET FORFEITURE	-	-	-	-	-	-	-
		Minor Subtotals:	**1,336,006.00**	**1,423,391.16**	**1,379,453.00**	**668,350.31**	**1,413,950.00**	**1,312,450.00**	**1,275,450.00**
		A3120 Major Subtotals:	**6,484,471.00**	**6,568,870.63**	**6,547,566.00**	**4,582,494.48**	**6,422,625.00**	**6,637,860.00**	**6,661,469.00**
TRAFFIC CONTROL									
A3310	100014	SIGN MAINTENANCE WORKER	12,300.00	12,300.00	12,818.00	10,151.71	12,825.00	12,880.00	12,880.00
A3310	130014	TRAFFIC SAFETY OVERTIME	2,000.00	2,000.00	2,000.00	217.52	2,000.00	2,000.00	2,000.00
		Minor Subtotals:	**14,300.00**	**14,300.00**	**14,818.00**	**10,369.23**	**14,825.00**	**14,880.00**	**14,880.00**
A3310	2000	EQUIPMENT	4,000.00	4,000.00	3,194.72	2,887.64	1,600.00	1,000.00	1,000.00
		Minor Subtotals:	**4,000.00**	**4,000.00**	**3,194.72**	**2,887.64**	**1,600.00**	**1,000.00**	**1,000.00**
A3310	4111	SIGNS POSTS PAINT ETC	4,950.00	4,950.00	6,839.35	11,888.59	12,000.00	7,000.00	7,000.00
A3310	4112	HIGH INTENSITY SIGN PAPER	2,250.00	2,250.00	1,500.00	1,058.00	1,500.00	1,500.00	1,500.00
A3310	4113	TRAFFIC TOOLS	550.00	550.00	200.00	98.88	200.00	200.00	-
A3310	4115	TRAFFIC SAFETY LIGHTS & CONES	1,950.00	1,950.00	4,110.76	4,094.76	5,000.00	3,000.00	3,000.00
A3310	4200	TRAFFIC TELEPHONE	1,350.00	1,350.00	1,350.00	965.00	-	-	-

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A3310	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	300.00
A3310	4302	TRAFFIC CONTROL GAS		2,500.00	2,500.00	1,500.00	-	1,500.00	1,000.00	1,000.00
A3310	4305	TRAFFIC CON AUTO REPAIR		2,000.00	2,000.00	209.89	79.99	1,000.00	500.00	500.00
A3310	4500	TRAFFIC CONTROL ELECTRIC		1,800.00	1,800.00	1,800.00	1,431.67	1,800.00	1,800.00	1,800.00
A3310	4600	TRAFFIC CONTROL HEAT		1,350.00	1,350.00	1,100.00	533.76	1,100.00	1,000.00	1,000.00
A3310	4602	PERSONAL PROTECTION EQUIPMENT		2,350.00	2,350.00	-	-	1,000.00	1,000.00	1,000.00
A3310	4904	TRAFFIC CON MAINT SUPPLY		1,350.00	1,350.00	1,345.28	1,345.28	1,100.00	1,100.00	1,100.00
			Minor Subtotals:	**22,400.00**	**22,400.00**	**19,955.28**	**21,495.93**	**26,200.00**	**18,100.00**	**18,200.00**
		A3310	**Major Subtotals:**	**40,700.00**	**40,700.00**	**37,968.00**	**34,752.80**	**42,625.00**	**33,980.00**	**34,080.00**
FIRE FIGHTING										
A3410	2000	EQUIPMENT		2,600.00	2,600.00	2,000.00	-	2,000.00	1,000.00	1,000.00
				2,600.00	**2,600.00**	**2,000.00**	**-**	**2,000.00**	**1,000.00**	**1,000.00**
A3410	4119	FIRE TRAINING CTR LIGHTS		2,200.00	2,200.00	2,600.00	1,535.35	2,600.00	2,000.00	2,000.00
A3410	4200	FIRE TELEPHONE		430.00	430.00	430.00	405.04	-	-	-
A3410	4302	GASOLINE		-	-	-	-	-	-	-
A3410	4904	FIRE FIGHTING MAINT & SUPPLIES		1,500.00	14,932.00	1,000.00	197.85	1,000.00	500.00	500.00
			Minor Subtotals:	**4,130.00**	**17,562.00**	**4,030.00**	**2,138.24**	**3,600.00**	**2,500.00**	**2,500.00**
		A3410	**Major Subtotals:**	**6,730.00**	**20,162.00**	**6,030.00**	**2,138.24**	**5,600.00**	**3,500.00**	**3,500.00**
ANIMAL CONTROL										
A3510	110015	DOG WARDEN PT		-	-	23,000.00	-	-	-	-
A3510	120015	ANIMAL CONTROL PT		-	-	-	16,091.88	20,000.00	20,000.00	20,000.00

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A3510	130015	ANIMAL CONTROL OT		-	-	5,000.00	-	2,000.00	2,000.00	2,000.00
			Minor Subtotals:	**-**	**-**	**28,000.00**	**16,091.88**	**22,000.00**	**22,000.00**	**22,000.00**
A3510	4120	ANIMAL SHELTER		5,000.00	5,000.00	8,000.00	6,642.99	10,000.00	8,000.00	8,000.00
A3510	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	200.00
A3510	4302	ANIMAL CONTROL GAS		-	-	1,000.00	-	1,000.00	1,000.00	1,000.00
A3510	4305	ANML CTRL CAR REPAIR MAIN		-	-	500.00	-	500.00	500.00	500.00
A3510	4317	AC CONTRACTUAL EXPENSES		30,000.00	30,000.00	-	313.75	500.00	500.00	500.00
			Minor Subtotals:	**35,000.00**	**35,000.00**	**9,500.00**	**6,956.74**	**12,000.00**	**10,000.00**	**10,200.00**
		A3510	**Major Subtotals:**	**35,000.00**	**35,000.00**	**37,500.00**	**23,048.62**	**34,000.00**	**32,000.00**	**32,200.00**
EXAMINING BOARDS										
A3610	4122	ASSESSMENT REVIEW BRD		2,750.00	2,750.00	3,500.00	2,750.00	2,750.00	2,750.00	2,750.00
			Minor Subtotals:	**2,750.00**	**2,750.00**	**3,500.00**	**2,750.00**	**2,750.00**	**2,750.00**	**2,750.00**
		A3610	**Major Subtotals:**	**2,750.00**	**2,750.00**	**3,500.00**	**2,750.00**	**2,750.00**	**2,750.00**	**2,750.00**
SAFETY INSPECTION										
A3620	100016	BUILDING INSPECTOR/CEO		69,000.00	69,000.00	75,519.00	74,347.34	90,590.00	89,890.00	89,890.00
A3620	105016	DIRECTOR PW		80,000.00	80,000.00	107,500.00	24,151.10	-	-	-
A3620	120016	BUILDING INSPECTOR PT		35,000.00	35,000.00	35,000.00	12,010.00	15,000.00	15,000.00	15,000.00
A3620	121016	SAFETY INSPECTOR		-	-	67,440.00	10,884.42	63,750.00	64,450.00	64,450.00
A3620	130016	ZONING OFFICER		61,130.00	61,130.00	68,652.00	62,328.93	70,310.00	71,140.00	71,140.00
A3620	140016	BUILDING SAFETY INSPECTOR		-	-	67,440.00	19,537.02	63,750.00	64,770.00	64,770.00
A3620	150016	SAFETY STIPEND		3,000.00	3,000.00	6,000.00	629.75	3,500.00	2,500.00	2,500.00
A3620	160016	MUN.PROPERTY REHAB COORD		500.00	500.00	-	-	-	-	-

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A3620	180016	BLDG INSPECTOR OVERTIME		-	-	-	402.66	-	5,000.00	5,000.00
			Minor Subtotals:	**248,630.00**	**248,630.00**	**427,551.00**	**204,291.22**	**306,900.00**	**312,750.00**	**312,750.00**
A3620	2000	SAFETY INS. EQUIPMENT		1,000.00	1,000.00	1,000.00	29.98	1,000.00	1,000.00	1,000.00
			Minor Subtotals:	**1,000.00**	**1,000.00**	**1,000.00**	**29.98**	**1,000.00**	**1,000.00**	**1,000.00**
A3620	4201	BLDG INSP CELL PHONE		800.00	800.00	500.00	786.21	500.00	500.00	-
A3620	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	1,500.00
A3620	4300	SAFETY INSP CONFERENCE		2,500.00	2,500.00	1,500.00	430.00	3,000.00	1,000.00	1,000.00
A3620	4301	MILEAGE		500.00	500.00	500.00	246.31	500.00	500.00	-
A3620	4302	SAFETY INSP GAS		4,000.00	4,000.00	3,000.00	-	5,000.00	2,500.00	2,500.00
A3620	4305	SFTY INSP AUTO REPAIR		3,000.00	3,000.00	4,500.00	2,414.31	4,500.00	4,000.00	4,000.00
A3620	4602	SAFETY SUPPLIES		3,000.00	3,000.00	3,000.00	1,329.88	3,000.00	3,000.00	3,000.00
A3620	4901	BLDG INSP BLDG DEMOLITION		45,000.00	45,000.00	12,000.00	-	50,000.00	30,000.00	30,000.00
A3620	4905	SFTY INSP HEALTH EMRGNCY		1,200.00	(12,232.00)	1,000.00	-	1,000.00	500.00	-
			Minor Subtotals:	**60,000.00**	**46,568.00**	**26,000.00**	**5,206.71**	**67,500.00**	**42,000.00**	**42,000.00**
		A3620	**Major Subtotals:**	**309,630.00**	**296,198.00**	**454,551.00**	**209,527.91**	**375,400.00**	**355,750.00**	**355,750.00**
REGISTRAR OF VITAL STATS										
A4020	100017	REGISTRAR OF VITAL STATS		3,400.00	3,400.00	3,400.00	2,736.17	3,400.00	3,400.00	3,400.00
			Minor Subtotals:	**3,400.00**	**3,400.00**	**3,400.00**	**2,736.17**	**3,400.00**	**3,400.00**	**3,400.00**
		A4020	**Major Subtotals:**	**3,400.00**	**3,400.00**	**3,400.00**	**2,736.17**	**3,400.00**	**3,400.00**	**3,400.00**
SUPT. OF HIGHWAY										
A5010	100018	SUPT. OF HIGHWAYS		69,417.00	69,417.00	70,963.00	57,315.93	72,382.00	70,963.00	70,963.00
A5010	110018	ACCOUNT CLERK		30,000.00	30,000.00	42,751.00	21,600.66	42,760.00	43,570.00	43,570.00

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A5010	120018	CLERICAL PT	10,000.00	10,000.00	10,000.00	5,427.78	10,000.00	10,000.00	10,000.00
A5010	130018	DEPUTY TWN HWY SUPERINT	30,000.00	30,000.00	13,200.00	9,145.51	35,000.00	35,000.00	35,000.00
A5010	140018	CDL TRAINER STIPEND	-	-	-	211.53	1,000.00	1,000.00	1,000.00
		Minor Subtotals:	**139,417.00**	**139,417.00**	**136,914.00**	**93,701.41**	**161,142.00**	**160,533.00**	**160,533.00**
A5010	4100	HIGHWAY OFFICE SUPPLIES	1,600.00	1,600.00	1,500.00	427.18	1,500.00	1,500.00	1,500.00
A5010	4201	SUPT HWY CELL PHONE	800.00	800.00	500.00	366.25	700.00	700.00	700.00
A5010	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	200.00
A5010	4300	HIGHWAY CONFERENCES	600.00	600.00	500.00	400.00	600.00	600.00	600.00
A5010	4400	HWY REPAIR OFF MACHINES	300.00	300.00	300.00	130.31	300.00	300.00	300.00
A5010	4900	BUILDING REPAIRS	3,000.00	3,000.00	3,500.00	149.66	3,500.00	10,000.00	10,000.00
		Minor Subtotals:	**6,300.00**	**6,300.00**	**6,300.00**	**1,473.40**	**6,600.00**	**13,100.00**	**13,300.00**
		A5010 Major Subtotals:	**145,717.00**	**145,717.00**	**143,214.00**	**95,174.81**	**167,742.00**	**173,633.00**	**173,833.00**
GARAGE									
A5132	2000	OFFICE EQUIPMENT	2,500.00	2,500.00	1,400.00	1,263.24	3,000.00	500.00	500.00
		Minor Subtotals:	**2,500.00**	**2,500.00**	**1,400.00**	**1,263.24**	**3,000.00**	**500.00**	**500.00**
A5132	4022	ENGINEERING FEES GARAGE	25,000.00	25,000.00	25,000.00	63,550.00	-	75,000.00	75,000.00
A5132	4123	GARAGE FURNACE REPAIRS	2,000.00	2,000.00	500.00	-	2,000.00	2,000.00	2,000.00
A5132	4200	GARAGE TELEPHONE	5,000.00	5,000.00	5,200.00	4,179.79	-	-	-
A5132	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	500.00
A5132	4303	GAS PUMP MAINT GARAGE	3,000.00	3,000.00	3,000.00	2,985.99	3,000.00	3,000.00	3,000.00
A5132	4304	CENTRAL GAS EXPENDITURES	-	-	6,000.00	126,122.12	-	150,000.00	150,000.00
A5132	4500	GARAGE ELECTRICITY	9,250.00	9,250.00	8,200.00	3,027.47	9,200.00	9,200.00	9,200.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A5132	4600	HWY GARAGE HEAT		7,000.00	7,000.00	4,000.00	9,214.86	9,500.00	9,500.00	12,000.00
A5132	4904	GARAGE MAINT & SUPPLIES		15,000.00	15,000.00	7,500.00	4,310.12	8,000.00	8,000.00	8,000.00
			Minor Subtotals:	**66,250.00**	**66,250.00**	**59,400.00**	**213,390.35**	**31,700.00**	**256,700.00**	**259,700.00**
		A5132	Major Subtotals:	**68,750.00**	**68,750.00**	**60,800.00**	**214,653.59**	**34,700.00**	**257,200.00**	**260,200.00**
STREET LIGHTING										
A5182	4124	STREET LIGHTING		75,000.00	75,000.00	70,000.00	34,130.87	70,000.00	70,000.00	70,000.00
			Minor Subtotals:	**75,000.00**	**75,000.00**	**70,000.00**	**34,130.87**	**70,000.00**	**70,000.00**	**70,000.00**
		A5182	Major Subtotals:	**75,000.00**	**75,000.00**	**70,000.00**	**34,130.87**	**70,000.00**	**70,000.00**	**70,000.00**
SIDEWALKS										
A5410	4717	SIDEWALKS		25,000.00	25,000.00	25,000.00	-	25,000.00	25,000.00	25,000.00
			Minor Subtotals:	**25,000.00**	**25,000.00**	**25,000.00**	**-**	**25,000.00**	**25,000.00**	**25,000.00**
		A5410	Major Subtotals:	**25,000.00**	**25,000.00**	**25,000.00**	**-**	**25,000.00**	**25,000.00**	**25,000.00**
PUBLICITY										
A6410	4126	PARADE EXPENSES		3,000.00	3,000.00	3,000.00	-	3,000.00	3,000.00	3,000.00
			Minor Subtotals:	**3,000.00**	**3,000.00**	**3,000.00**	**-**	**3,000.00**	**3,000.00**	**3,000.00**
		A6410	Major Subtotals:	**3,000.00**	**3,000.00**	**3,000.00**	**-**	**3,000.00**	**3,000.00**	**3,000.00**
VETERANS SERVICES										
A6510	4129	MEM VETS OBSERVANCES		300.00	300.00	300.00	-	300.00	300.00	300.00
			Minor Subtotals:	**300.00**	**300.00**	**300.00**	**-**	**300.00**	**300.00**	**300.00**
		A6510	Major Subtotals:	**300.00**	**300.00**	**300.00**	**-**	**300.00**	**300.00**	**300.00**
PROGRAMS FOR AGING										
A6772	110018	ACCOUNT CLERK/TYPIST		-	-	-	30,427.46	48,620.00	48,620.00	48,620.00

			2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A6772	110019	SENIOR PROGRAMS VAN DRIVER	9,000.00	9,000.00	-	-	5,000.00	5,000.00	5,000.00
A6772	110119	PROF.STAFF ASSISTANT 1	41,910.00	41,910.00	-	-	-	-	-
A6772	110219	.33 COOR PARKS & SENIOR PRGRMS	12,150.00	12,150.00	20,734.00	16,269.89	20,540.00	20,540.00	20,540.00
A6772	121019	CLERK	-	-	-	-	-	-	-
A6772	127019	RECREATION LEADER PT	9,500.00	9,500.00	9,500.00	-	9,500.00	15,000.00	15,000.00
A6772	127519	SR CTR LABORER PT	15,000.00	15,000.00	15,000.00	277.50	-	5,000.00	5,000.00
A6772	128019	SR. CENTER CLEANER	38,855.00	38,855.00	-	32,440.80	40,590.00	40,590.00	40,590.00
		Minor Subtotals:	**126,415.00**	**126,415.00**	**45,234.00**	**79,415.65**	**124,250.00**	**134,750.00**	**134,750.00**
A6772	2000	SENIOR CTR OFF EQUIPMENT	25,000.00	25,000.00	10,000.00	284.20	10,000.00	4,000.00	4,000.00
A6772	2005	EQUIPMENT/PAVING	33,000.00	33,000.00	15,000.00	1,257.56	115,000.00	60,000.00	110,000.00
A6772	2007	EXTERIOR FACILITY UPGRADES	-	-	-	-	-	-	50,000.00
		Minor Subtotals:	**58,000.00**	**58,000.00**	**25,000.00**	**1,541.76**	**125,000.00**	**64,000.00**	**164,000.00**
A6772	4000	SENIORS OUTREACH PROGRAMS	5,000.00	5,000.00	2,000.00	-	2,000.00	2,000.00	2,000.00
A6772	4100	OFFICE SUPPLIES	1,300.00	1,300.00	800.00	156.38	800.00	800.00	800.00
A6772	4104	ELEVATOR MAINTENANCE	3,000.00	3,000.00	1,000.00	-	2,500.00	1,000.00	1,000.00
A6772	4109	BUSES SENIOR CENTER	4,000.00	4,000.00	2,500.00	-	2,500.00	500.00	500.00
A6772	4131	CAFE MEAL SERVICE CONTRACTS	40,000.00	40,000.00	36,000.00	-	40,000.00	2,000.00	2,000.00
A6772	4132	CCDA & SCFS CONTRACT	3,500.00	3,500.00	3,500.00	-	3,500.00	3,500.00	3,500.00
A6772	4133	CAFE EXPENSES	1,500.00	1,500.00	1,000.00	-	1,000.00	1,000.00	1,000.00
A6772	4200	TELEPHONE SERVICES	2,500.00	2,500.00	3,500.00	2,167.65	-	-	-
A6772	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	300.00
A6772	4302	GASOLINE	1,000.00	1,000.00	1,000.00	-	1,000.00	1,000.00	1,000.00

			2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A6772	4305	AUTO MAINTENANCE & REPAIRS	2,000.00	2,000.00	1,000.00	-	1,000.00	500.00	500.00
A6772	4400	REPAIR OFFICE MACHINE CONTRACT	3,000.00	3,000.00	2,000.00	1,380.00	2,000.00	2,000.00	2,000.00
A6772	4500	ELECTRICITY	15,000.00	15,000.00	12,000.00	6,268.54	12,000.00	12,000.00	12,000.00
A6772	4600	HEAT	10,000.00	10,000.00	10,000.00	5,751.24	10,000.00	10,000.00	10,000.00
A6772	4900	BUILDING REPAIRS	10,000.00	16,243.00	25,000.00	2,807.48	10,000.00	10,000.00	10,000.00
A6772	4902	HVAC & FIRE ALARMS MAINTENANCE	10,000.00	10,000.00	25,000.00	7,083.24	25,000.00	10,000.00	10,000.00
A6772	4904	MAINTENANCE & SUPPLIES	9,000.00	9,000.00	20,000.00	5,945.92	20,000.00	10,000.00	10,000.00
		Minor Subtotals:	**120,800.00**	**127,043.00**	**146,300.00**	**31,560.45**	**133,300.00**	**66,300.00**	**66,600.00**
		A6772 Major Subtotals:	**305,215.00**	**311,458.00**	**216,534.00**	**112,517.86**	**382,550.00**	**265,050.00**	**365,350.00**
RECREATION ADMIN									
A7020	100120	.33 COOR PARKS & SENIOR PRGRMS	12,150.00	12,150.00	20,734.00	16,269.89	20,540.00	20,540.00	20,540.00
		Minor Subtotals:	**12,150.00**	**12,150.00**	**20,734.00**	**16,269.89**	**20,540.00**	**20,540.00**	**20,540.00**
		A7020 Major Subtotals:	**12,150.00**	**12,150.00**	**20,734.00**	**16,269.89**	**20,540.00**	**20,540.00**	**20,540.00**
PARKS									
A7110	100021	PARK & REC ASST. SUPERVISOR	54,040.00	54,040.00	57,868.00	50,376.02	59,630.00	61,170.00	61,170.00
A7110	106021	CARPENTER	40,000.00	40,000.00	54,141.00	46,078.74	57,700.00	57,700.00	57,700.00
A7110	110021	PARKS OVERTIME	8,000.00	8,000.00	12,000.00	10,063.07	8,000.00	12,000.00	12,000.00
A7110	120021	PARK ATTENDANTS	115,000.00	115,000.00	84,690.00	70,539.80	84,710.00	85,070.00	85,070.00
A7110	125021	LABORER	44,360.00	44,360.00	46,238.00	80,304.14	100,520.00	101,050.00	101,050.00
A7110	130021	PARK ATTENDANTS PT (SUMMER)	25,000.00	25,000.00	25,000.00	29,031.75	25,000.00	25,000.00	25,000.00
A7110	135021	ASSISTANT PARKS SUPV STIPEND	3,500.00	3,500.00	3,500.00	-	-	-	-

			2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A7110	181921	SR. RECREATION LEADER (RAP)	5,000.00	5,000.00	5,000.00	-	10,000.00	10,000.00	10,000.00
A7110	182021	RECREATION SPECIALIST RAP	10,000.00	10,000.00	10,000.00	-	20,000.00	20,000.00	20,000.00
A7110	184521	SR. RECREATION LEADER (PREP)	5,000.00	5,000.00	5,000.00	-	-	-	-
A7110	185021	RECREATION SPECIALIST PREP	10,500.00	10,500.00	10,500.00	-	-	-	-
A7110	190021	REGISTERED PROFESSIONAL NURSE	4,500.00	4,500.00	4,500.00	-	4,500.00	4,500.00	4,500.00
		Minor Subtotals:	**324,900.00**	**324,900.00**	**318,437.00**	**286,393.52**	**370,060.00**	**376,490.00**	**376,490.00**
A7110	2000	PARKS EQUIP/FACILITIES	20,000.00	20,000.00	25,000.00	8,247.79	143,000.00	63,000.00	83,000.00
		Minor Subtotals:	**20,000.00**	**20,000.00**	**25,000.00**	**8,247.79**	**143,000.00**	**63,000.00**	**83,000.00**
A7110	4100	PARKS OFFICE SUPPLIES	600.00	600.00	1,000.00	900.08	1,000.00	500.00	500.00
A7110	4145	PRKS MACHINERY REPAIR	15,000.00	15,000.00	15,000.00	8,915.72	15,000.00	15,000.00	15,000.00
A7110	4149	SUMMER REC PROG SUPP	3,000.00	3,000.00	3,000.00	-	3,000.00	3,000.00	3,000.00
A7110	4150	CANAL PERMITS	50.00	50.00	50.00	-	50.00	50.00	50.00
A7110	4151	SUPPLY MATERIAL BALL FLDS	2,500.00	2,500.00	7,000.00	5,038.96	7,000.00	7,000.00	7,000.00
A7110	4152	PARKS DUMPSTER RENTAL	7,500.00	7,500.00	7,500.00	8,450.91	7,500.00	7,500.00	7,500.00
A7110	4153	PARKS IMPROVEMENTS	5,000.00	28,461.92	95,000.00	35,553.04	103,000.00	58,000.00	103,000.00
A7110	4200	PARKS TELEPHONE	1,500.00	1,500.00	1,000.00	1,334.82	-	-	-
A7110	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	500.00
A7110	4302	PARKS GASOLINE	8,250.00	8,250.00	5,500.00	-	5,500.00	5,500.00	5,500.00
A7110	4333	PROPANE	-	-	-	-	-	-	1,000.00
A7110	4500	PARKS ELECTRICITY	12,250.00	12,250.00	12,000.00	6,916.11	12,000.00	12,000.00	12,000.00
A7110	4600	PARKS HEAT	1,500.00	1,500.00	1,500.00	533.73	1,500.00	1,500.00	1,500.00
A7110	4904	PARKS MAINT & SUPPLIES	20,000.00	20,000.00	25,000.00	21,344.82	22,000.00	15,000.00	15,000.00

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
			Minor Subtotals:	**77,150.00**	**100,611.92**	**173,550.00**	**88,988.19**	**177,550.00**	**125,050.00**	**171,550.00**
		A7110	Major Subtotals:	**422,050.00**	**445,511.92**	**516,987.00**	**383,629.50**	**690,610.00**	**564,540.00**	**631,040.00**
PLAYGROUNDS & REC										
A7140	100022	SR RECREATION LEADER PART TIME		8,000.00	8,000.00	6,800.00	-	9,000.00	9,000.00	9,000.00
A7140	102522	RECREATION SPECIALIST CAMP		12,000.00	12,000.00	-	-	12,000.00	12,000.00	12,000.00
A7140	110122	.33 COOR PARKS & SENIOR PRGRMS		12,150.00	12,150.00	20,734.00	16,762.88	21,160.00	21,160.00	21,160.00
			Minor Subtotals:	**32,150.00**	**32,150.00**	**27,534.00**	**16,762.88**	**42,160.00**	**42,160.00**	**42,160.00**
A7140	4154	BOYS CLUB RENT CONTRACT		18,500.00	18,500.00	18,500.00	4,625.00	18,500.00	18,500.00	18,500.00
A7140	4156	SMMR CAMP SPCL INSTR		4,000.00	4,000.00	-	-	5,000.00	-	-
A7140	4503	CONTRACTUAL EXPENSES		12,500.00	12,500.00	-	-	10,000.00	-	10,000.00
A7140	4904	PROGRAM SUPPLIES MISC		12,500.00	12,500.00	-	-	5,000.00	2,000.00	2,000.00
			Minor Subtotals:	**47,500.00**	**47,500.00**	**18,500.00**	**4,625.00**	**38,500.00**	**20,500.00**	**30,500.00**
		A7140	Major Subtotals:	**79,650.00**	**79,650.00**	**46,034.00**	**21,387.88**	**80,660.00**	**62,660.00**	**72,660.00**
BAND CONCERTS										
A7270	4157	NYS MUSICIANS UNION BAND		4,000.00	4,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
A7270	4158	TOWN BAND		3,500.00	3,500.00	3,500.00	3,497.96	3,500.00	3,500.00	3,500.00
A7270	4159	PROGRAM EXP & PUBLICITY		750.00	750.00	550.00	-	550.00	550.00	550.00
			Minor Subtotals:	**8,250.00**	**8,250.00**	**10,050.00**	**9,497.96**	**10,050.00**	**10,050.00**	**10,050.00**
		A7270	Major Subtotals:	**8,250.00**	**8,250.00**	**10,050.00**	**9,497.96**	**10,050.00**	**10,050.00**	**10,050.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
YOUTH PROGRAMS										
A7310	110023	COMMUNITY PROGRAM COORDINATOR		12,150.00	12,150.00	-	-	-	-	-
			Minor Subtotals:	**12,150.00**	**12,150.00**	**-**	**-**	**-**	**-**	**-**
		A7310	Major Subtotals:	**12,150.00**	**12,150.00**	**-**	**-**	**-**	**-**	**-**
HISTORIAN										
A7510	4100	OFFICE SUPPLIES		250.00	250.00	100.00	-	250.00	250.00	250.00
A7510	4160	HISTORIAN CONTRACTUAL		500.00	500.00	500.00	-	500.00	500.00	500.00
			Minor Subtotals:	**750.00**	**750.00**	**600.00**	**-**	**750.00**	**750.00**	**750.00**
		A7510	Major Subtotals:	**750.00**	**750.00**	**600.00**	**-**	**750.00**	**750.00**	**750.00**
CELEBRATIONS										
A7550	2000	EQUIPMENT		5,000.00	5,000.00	2,000.00	-	-	-	-
			Minor Subtotals:	**5,000.00**	**5,000.00**	**2,000.00**	**-**	**-**	**-**	**-**
A7550	4709	MISC EXPENSES		2,500.00	2,500.00	500.00	2,554.75	2,500.00	2,500.00	2,500.00
			Minor Subtotals:	**2,500.00**	**2,500.00**	**500.00**	**2,554.75**	**2,500.00**	**2,500.00**	**2,500.00**
		A5132	Major Subtotals:	**7,500.00**	**7,500.00**	**2,500.00**	**2,554.75**	**2,500.00**	**2,500.00**	**2,500.00**
ZONING										
A8010	100025	ZONING CHAIRMAN		4,200.00	4,200.00	4,200.00	3,150.00	4,200.00	4,200.00	4,200.00
A8010	105025	ZONING VICE CHAIR		3,150.00	3,150.00	3,150.00	2,362.50	3,150.00	3,150.00	3,150.00
A8010	110025	MEMBER OF ZONING BOARD		7,875.00	7,875.00	7,875.00	5,906.25	7,875.00	7,875.00	7,875.00
			Minor Subtotals:	**15,225.00**	**15,225.00**	**15,225.00**	**11,418.75**	**15,225.00**	**15,225.00**	**15,225.00**
		A8010	Major Subtotals:	**15,225.00**	**15,225.00**	**15,225.00**	**11,418.75**	**15,225.00**	**15,225.00**	**15,225.00**

			Town of Rotterdam 2023 Preliminary Budget	2021	2021	2022	2022	2023	2023	2023
				FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
				BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
PLANNING										
A8020	100026	PLANNING CHAIRMAN		8,400.00	8,400.00	8,400.00	6,650.00	8,400.00	8,400.00	8,400.00
A8020	105026	PLANNING VICE CHAIR		4,935.00	4,935.00	4,935.00	3,701.25	4,935.00	4,935.00	4,935.00
A8020	110026	MEMBER OF PLANNING BOARD		21,000.00	21,000.00	21,000.00	15,400.00	21,000.00	21,000.00	21,000.00
A8020	120026	SR PLANNER		72,415.00	72,415.00	75,372.00	62,740.66	82,270.00	75,380.00	75,380.00
A8020	130006	GRANT COORDINATOR STIPEND		3,750.00	3,750.00	3,750.00	2,827.02	5,000.00	3,750.00	5,000.00
			Minor Subtotals:	**110,500.00**	**110,500.00**	**113,457.00**	**91,318.93**	**121,605.00**	**113,465.00**	**114,715.00**
A8020	2000	EQUIPMENT		-	-	-	-	-	-	-
			Minor Subtotals:	**-**	**-**	**-**	**-**	**-**	**-**	**-**
A8020	4007	GRANT WRITER CONTRACTUAL		-	-	-	-	-	-	20,000.00
A8020	4100	PLANNING OFFICE SUPPLIES		350.00	350.00	350.00	-	350.00	350.00	350.00
A8020	4161	PLAN ADMIN ASSISTANCE		5,600.00	5,600.00	5,500.00	3,600.00	7,300.00	7,300.00	7,300.00
A8020	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	300.00
A8020	4300	PLANNING CONFERENCES		2,600.00	2,600.00	2,000.00	28.98	2,000.00	2,000.00	2,000.00
A8020	4356	PLANNING & ZONING ATTORNEY		37,500.00	37,500.00	37,500.00	25,250.00	45,000.00	45,000.00	45,000.00
A8020	4403	PLANNING MBRSHP DUES		625.00	625.00	625.00	296.00	300.00	400.00	400.00
A8020	4421	ZONE & PLAN BOOKS		200.00	200.00	300.00	350.00	400.00	400.00	400.00
A8020	4501	GRANT SERVICES		20,000.00	20,000.00	20,000.00	-	15,000.00	20,000.00	20,000.00
A8020	4522	PLANNING STUDIES		50,000.00	50,000.00	55,000.00	20,655.00	55,000.00	70,000.00	70,000.00
A8020	4525	ENV CONSERVATION COMMITTEE		1,500.00	1,500.00	2,160.00	-	2,160.00	2,160.00	2,160.00
			Minor Subtotals:	**118,375.00**	**118,375.00**	**123,435.00**	**50,179.98**	**127,510.00**	**147,610.00**	**167,910.00**
		A8020	**Major Subtotals:**	**228,875.00**	**228,875.00**	**236,892.00**	**141,498.91**	**249,115.00**	**261,075.00**	**282,625.00**

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
REFUSE & GARBAGE										
A8160	110027	SECURITY WORKER		12,000.00	12,000.00	-	-	-	-	-
			Minor Subtotals:	**12,000.00**	**12,000.00**	**-**	**-**	**-**	**-**	**-**
A8160	2000	EQUIPMENT		715,480.00	715,480.00	-	-	-	-	-
			Minor Subtotals:	**715,480.00**	**715,480.00**	**-**	**-**	**-**	**-**	**-**
A8160	4162	COMPOSTING EXPENSES		125,000.00	125,000.00	80,000.00	49,760.10	110,000.00	100,000.00	110,000.00
			Minor Subtotals:	**125,000.00**	**125,000.00**	**80,000.00**	**49,760.10**	**110,000.00**	**100,000.00**	**110,000.00**
		A8160	Major Subtotals:	**852,480.00**	**852,480.00**	**80,000.00**	**49,760.10**	**110,000.00**	**100,000.00**	**110,000.00**
LANDFILL POST CLOSURE										
A8189	110028	.50 MEO HEAVY LANDFILL		27,940.00	27,940.00	29,022.00	22,980.93	29,030.00	29,030.00	29,030.00
A8189	120028	LANDFILL OVERTIME		1,000.00	1,000.00	-	-	-	1,000.00	1,000.00
			Minor Subtotals:	**28,940.00**	**28,940.00**	**29,022.00**	**22,980.93**	**29,030.00**	**30,030.00**	**30,030.00**
A8189	2000	EQUIPMENT		3,000.00	3,000.00	-	-	1,000.00	1,000.00	1,000.00
			Minor Subtotals:	**3,000.00**	**3,000.00**	**-**	**-**	**1,000.00**	**1,000.00**	**1,000.00**
A8189	4164	CONSULTANTS		14,000.00	14,000.00	16,810.00	15,010.00	16,000.00	16,000.00	16,000.00
A8189	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	500.00
A8189	4302	GASOLINE		4,500.00	4,500.00	4,000.00	-	5,000.00	5,000.00	5,000.00
A8189	4305	TRUCK/ROAD REPAIRS		2,500.00	2,500.00	4,430.00	607.50	2,000.00	3,000.00	3,000.00
A8189	4321	LEACHATE REPAIRS & IMPROVEMENT		-	-	10,000.00	-	5,000.00	10,000.00	10,000.00
A8189	4323	LEACHATE DISPOSAL		20,000.00	20,000.00	25,000.00	-	15,000.00	35,000.00	35,000.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A8189	4500	ELECTRICITY		2,000.00	2,000.00	1,500.00	614.64	1,000.00	1,500.00	1,500.00
A8189	4904	MAINTENANCE & SUPPLIES		5,000.00	5,000.00	3,760.00	-	2,000.00	3,000.00	3,000.00
			Minor Subtotals:	**48,000.00**	**48,000.00**	**65,500.00**	**16,232.14**	**46,000.00**	**73,500.00**	**74,000.00**
		A8189	**Major Subtotals:**	**79,940.00**	**79,940.00**	**94,522.00**	**39,213.07**	**76,030.00**	**104,530.00**	**105,030.00**
CEMETERY										
A8810	2000	EQUIPMENT		7,500.00	7,500.00	5,000.00	-	5,000.00	8,000.00	8,000.00
			Minor Subtotals:	**7,500.00**	**7,500.00**	**5,000.00**	**-**	**5,000.00**	**8,000.00**	**8,000.00**
A8810	4904	CEMETERY MAINT. & SUPPLIES		5,000.00	5,000.00	5,000.00	-	5,000.00	2,000.00	2,000.00
			Minor Subtotals:	**5,000.00**	**5,000.00**	**5,000.00**	**-**	**5,000.00**	**2,000.00**	**2,000.00**
		A8810	**Major Subtotals:**	**5,000.00**	**5,000.00**	**5,000.00**	**-**	**5,000.00**	**2,000.00**	**2,000.00**
STATE RETIREMENT										
A9010	800001	A FUND STATE RETIREMENT		390,000.00	390,000.00	486,070.00	-	291,660.00	202,900.00	281,200.00
			Minor Subtotals:	**390,000.00**	**390,000.00**	**486,070.00**	**-**	**291,660.00**	**202,900.00**	**281,200.00**
		A9010	**Major Subtotals:**	**390,000.00**	**390,000.00**	**486,070.00**	**-**	**291,660.00**	**202,900.00**	**281,200.00**
POLICE RETIREMENT										
A9015	800002	A FUND POLICE RETIRE		1,129,989.00	1,129,989.00	1,108,979.00	-	1,225,000.00	1,225,000.00	1,225,000.00
			Minor Subtotals:	**1,129,989.00**	**1,129,989.00**	**1,108,979.00**	**-**	**1,225,000.00**	**1,225,000.00**	**1,225,000.00**
		A9015	**Major Subtotals:**	**1,129,989.00**	**1,129,989.00**	**1,108,979.00**	**-**	**1,225,000.00**	**1,225,000.00**	**1,225,000.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
SOCIAL SECURITY										
A9030	800003	A FUND SOCIAL SECURITY		563,715.00	563,715.00	588,503.45	427,078.72	526,290.00	598,612.00	604,990.00
			Minor Subtotals:	**563,715.00**	**563,715.00**	**588,503.45**	**427,078.72**	**526,290.00**	**598,612.00**	**604,990.00**
		A9030	Major Subtotals:	**563,715.00**	**563,715.00**	**588,503.45**	**427,078.72**	**526,290.00**	**598,612.00**	**604,990.00**
WORKERS COMP										
A9040	800004	A FUND WORK COMP		157,000.00	157,000.00	130,933.00	64,394.32	140,870.00	140,870.00	127,510.00
			Minor Subtotals:	**157,000.00**	**157,000.00**	**130,933.00**	**64,394.32**	**140,870.00**	**140,870.00**	**127,510.00**
		A9040	Major Subtotals:	**157,000.00**	**157,000.00**	**130,933.00**	**64,394.32**	**140,870.00**	**140,870.00**	**127,510.00**
LIFE INSURANCE										
A9045	800005	A FUND LIFE INSURANCE		750.00	750.00	-	-	-	-	-
			Minor Subtotals:	**750.00**	**750.00**	**-**	**-**	**-**	**-**	**-**
		A9045	Major Subtotals:	**750.00**	**750.00**	**-**	**-**	**-**	**-**	**-**
INSURANCE										
A9050	800006	A FUND UNEMPLOYMENT		8,000.00	8,000.00	10,000.00	-	10,000.00	10,000.00	10,000.00
A9055	800007	A FUND DISABILTY INSURANCE		6,200.00	6,200.00	4,240.00	2,682.60	6,000.00	6,000.00	6,000.00
			Minor Subtotals:	**14,200.00**	**14,200.00**	**14,240.00**	**2,682.60**	**16,000.00**	**16,000.00**	**16,000.00**
		A905*	Major Subtotals:	**14,200.00**	**14,200.00**	**14,240.00**	**2,682.60**	**16,000.00**	**16,000.00**	**16,000.00**
MEDICAL INSURANCE										

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A9060	800008	A FUND MEDICAL INSURANCE		1,262,365.00	1,262,365.00	1,226,146.00	881,599.03	-	1,361,380.00	1,304,230.00
A9060	800009	A RETIREE MEDICAL INSURANCE		1,485,540.00	1,485,540.00	1,461,505.00	1,023,088.75	1,469,860.00	1,469,860.00	1,380,930.00
A90601	810001	A FUND DENTAL INSURANCE		142,800.00	142,800.00	132,631.00	52,063.80	90,620.00	92,620.00	85,930.00
A90601	810002	A RETIREE DENTAL INSURANCE		81,600.00	81,600.00	42,494.00	34,982.76	60,970.00	60,970.00	57,820.00
A90602	820001	A FUND VISION INSURANCE		15,000.00	15,000.00	15,357.00	7,044.02	12,250.00	12,250.00	11,090.00
A90602	820002	POLICE VISION INSURANCE		5,000.00	5,000.00	2,165.00	1,628.84	2,370.00	2,370.00	2,140.00
			Minor Subtotals:	**2,992,305.00**	**2,992,305.00**	**2,880,298.00**	**2,000,407.20**	**1,636,070.00**	**2,999,450.00**	**2,842,140.00**
		A9060*	**Major Subtotals:**	**2,992,305.00**	**2,992,305.00**	**2,880,298.00**	**2,000,407.20**	**1,636,070.00**	**2,999,450.00**	**2,842,140.00**
DEBT SERVICE BONDS										
A9710	600025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	72,986.00	72,986.00	72,986.00
A9710	601801	2002 GE CASE PRINCIPLE		144,000.00	144,000.00	150,400.00	150,400.00	-	-	-
A9710	700025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	175,182.00	175,182.00	175,182.00
A9710	701801	02 GE CASE INTEREST BOND		13,695.00	13,695.00	7,069.00	7,068.80	-	-	-
			Minor Subtotals:	**157,695.00**	**157,695.00**	**157,469.00**	**157,468.80**	**248,168.00**	**248,168.00**	**248,168.00**
		A9710	**Major Subtotals:**	**157,695.00**	**157,695.00**	**157,469.00**	**157,468.80**	**248,168.00**	**248,168.00**	**248,168.00**
BOND ANTICIPATION NOTES										
A9730	600001	PRIN BAN POLICE VEH complete		-	-	-	-	-	-	-
			Minor Subtotals:	**-**	**-**	**-**	**-**	**-**	**-**	**-**
		A9730	**Major Subtotals:**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
INTERFUND TRANSFER										

			Town of Rotterdam 2023 Preliminary Budget							
				2021	2021	2022	2022	2023	2023	2023
				FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
				BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
A9901	900003	TRANSFER TO RESERVES		-	-	-	-	-	-	-
A9950	900002	TRANSFER TO OTHER FUNDS		-	-	-	-	-	-	-
			Minor Subtotals:	-	-	-	-	-	-	-
		A9901	Major Subtotals:	-	-	-	-	-	-	-
			Personal Services	7,537,604.00	7,473,477.68	7,693,306.55	5,716,923.23	7,480,944.00	7,863,295.00	7,911,925.00
			Equipment & Other Capital Outlay	1,130,280.00	1,207,220.79	345,166.45	220,381.04	629,150.00	464,300.00	605,800.00
			Contractual Expenditures	3,350,446.00	3,489,079.66	5,304,422.55	2,072,581.40	4,095,520.00	4,000,450.00	4,156,870.00
			Fringe Benefits	5,247,959.00	5,247,959.00	5,209,023.45	2,494,562.84	3,835,890.00	5,182,832.00	5,096,840.00
			Debt Service	157,695.00	157,695.00	157,469.00	157,468.80	248,168.00	248,168.00	248,168.00
			Other Items	-	-	-	-	-	-	-
			GENERAL FUND TOTAL	**17,423,984.00**	**17,575,432.13**	**18,709,388.00**	**10,661,917.31**	**16,289,672.00**	**17,759,045.00**	**18,019,603.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
FUND:	DA	HIGHWAY FUND								
JUDGEMENTS & CLAIMS										
DA1930	4005	TAX REFUNDS		15,000.00	15,000.00	10,000.00	-	-	1,000.00	1,000.00
			Minor Subtotals:	**15,000.00**	**15,000.00**	**10,000.00**	**-**	**-**	**1,000.00**	**1,000.00**
		DA1930	Major Subtotals:	**15,000.00**	**15,000.00**	**10,000.00**	**-**	**-**	**1,000.00**	**1,000.00**
HWY GENERAL REPAIRS										
DA5110	100554	SR ROAD MAINT SPVR		25,275.00	25,275.00	-	-	-	-	-
DA5110	101054	WRKNG CREW LEADER GR		20,120.00	20,120.00	45,240.00	32,804.62	44,910.00	44,910.00	44,910.00
DA5110	105054	SR MEO HEAVY GR		114,375.00	114,375.00	40,250.00	77,776.15	79,570.00	79,570.00	79,570.00
DA5110	115054	MEO HEAVY GR		-	-	39,080.00	11,511.77	-	-	-
DA5110	120054	MEO MEDIUM GR		73,840.00	73,840.00	105,704.00	100,935.91	104,530.00	104,530.00	104,530.00
DA5110	130054	SR LABORERS GR		121,729.00	121,729.00	129,480.00	137,885.59	159,990.00	220,530.00	159,980.00
DA5110	135054	LABORERS GR		42,950.00	42,950.00	76,107.00	62,751.78	60,550.00	60,550.00	60,550.00
DA5110	160054	SEASONAL LABOR		36,000.00	36,000.00	25,000.00	28,190.25	36,000.00	36,000.00	36,000.00
DA5110	180054	GEN REPAIR OVERTIME		15,000.00	15,000.00	10,000.00	6,469.80	15,000.00	15,000.00	15,000.00
			Minor Subtotals:	**449,289.00**	**449,289.00**	**470,861.00**	**458,325.87**	**500,550.00**	**561,090.00**	**500,540.00**
DA5110	2000	EQUIPMENT		50,000.00	318,969.25	-	-	475,000.00	175,000.00	175,000.00
			Minor Subtotals:	**50,000.00**	**318,969.25**	**-**	**-**	**475,000.00**	**175,000.00**	**175,000.00**
DA5110	4147	HWY RESURFACING GR		100,000.00	100,000.00	90,000.00	902,634.18	500,000.00	200,000.00	200,000.00
DA5110	4163	HWY SAFETY UNIFORMS GR		3,200.00	3,200.00	3,200.00	1,204.43	3,200.00	3,200.00	4,000.00
DA5110	4198	HWY COMPREHENSIVE INS GR		147,170.00	147,170.00	158,806.00	136,966.41	154,000.00	146,960.00	146,960.00
DA5110	4210	HWY RADIO TOWER RENTALGR		4,500.00	4,500.00	9,000.00	5,337.60	9,000.00	9,000.00	30,000.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
DA5110	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	1,000.00
DA5110	4304	FUEL GENERAL REPAIRS		27,500.00	27,500.00	27,500.00	-	60,000.00	60,000.00	60,000.00
DA5110	4351	HWY BONDING ATTORNEY FEE		3,000.00	3,000.00	3,000.00	490.00	3,000.00	3,000.00	3,000.00
DA5110	4369	HWY LEGAL FEES		5,000.00	5,000.00	3,000.00	-	5,000.00	5,000.00	5,000.00
DA5110	4500	HWY PUMP STATION ELECTRIC		2,800.00	2,800.00	2,800.00	2,569.53	2,800.00	2,800.00	3,200.00
DA5110	4703	HWY MACHINE RENTAL GR		2,500.00	2,500.00	4,250.00	4,220.00	4,000.00	4,000.00	4,000.00
DA5110	4704	HWY DRUG TESTING GR		6,500.00	6,500.00	4,500.00	911.15	6,700.00	6,700.00	6,700.00
DA5110	4705	BLACKTOP AND MIX GEN REP		60,000.00	60,000.00	55,000.00	56,336.60	75,000.00	75,000.00	75,000.00
DA5110	4706	HWY TREE REMOVAL GEN REP		28,000.00	28,000.00	28,000.00	21,573.23	32,000.00	32,000.00	32,000.00
DA5110	4707	LAND AND PLOW DAMAGE REP		4,500.00	4,500.00	2,000.00	1,042.41	4,500.00	4,500.00	4,500.00
DA5110	4708	HWY GRAVEL & SAND GEN RE		1,500.00	1,500.00	1,500.00	500.00	2,000.00	2,000.00	2,000.00
DA5110	4709	HWY GEN REP MISC EXPENSE		9,000.00	9,000.00	9,000.00	2,102.06	9,000.00	9,000.00	9,000.00
DA5110	4710	HWY GEN REP DRAINAGE		60,000.00	60,000.00	42,250.00	17,399.70	60,000.00	60,000.00	60,000.00
DA5110	4718	ANIMAL REMOVAL SERVICES		2,000.00	2,000.00	2,000.00	1,335.00	2,000.00	2,000.00	2,000.00
DA5110	4854	ENGINEERING SERVICES		15,000.00	15,000.00	17,000.00	1,870.00	25,000.00	25,000.00	25,000.00
			Minor Subtotals:	**482,170.00**	**482,170.00**	**462,806.00**	**1,156,492.30**	**957,200.00**	**650,160.00**	**673,360.00**
		DA5110	**Major Subtotals:**	**981,459.00**	**1,250,428.25**	**933,667.00**	**1,614,818.17**	**1,932,750.00**	**1,386,250.00**	**1,348,900.00**
HWY IMPROVEMENTS										
DA5112	2003	CHIPS/IMPROVEMENTS		230,871.00	230,871.00	296,867.00	-	296,823.00	300,000.00	300,000.00
			Minor Subtotals:	**230,871.00**	**230,871.00**	**296,867.00**	**-**	**296,823.00**	**300,000.00**	**300,000.00**
		DA5112	**Major Subtotals:**	**230,871.00**	**230,871.00**	**296,867.00**	**-**	**296,823.00**	**300,000.00**	**300,000.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
HWY MACHINERY										
DA5130	100055	MECHANIC		36,630.00	36,630.00	-	-	-	-	-
DA5130	105055	MECHANIC		55,625.00	55,625.00	58,175.00	44,203.91	57,780.00	57,780.00	57,780.00
DA5130	107055	MECHANIC		57,630.00	57,630.00	60,375.00	46,236.94	59,820.00	59,820.00	59,820.00
DA5130	120055	MECHANIC OVERTIME		14,000.00	14,000.00	12,000.00	5,229.58	12,000.00	12,000.00	12,000.00
			Minor Subtotals:	**163,885.00**	**163,885.00**	**130,550.00**	**95,670.43**	**129,600.00**	**129,600.00**	**129,600.00**
DA5130	2000	EQUIPMENT		50,000.00	50,000.00	-	-	30,000.00	30,000.00	30,000.00
DA5130	2540	MISCELLANEOUS EQUIPMENT		2,000.00	2,000.00	2,500.00	1,599.00	2,500.00	2,500.00	2,500.00
			Minor Subtotals:	**52,000.00**	**52,000.00**	**2,500.00**	**1,599.00**	**32,500.00**	**32,500.00**	**32,500.00**
DA5130	4113	HWY SM HAND TOOLS		2,500.00	2,500.00	2,000.00	1,536.70	2,500.00	2,500.00	2,500.00
DA5130	4145	HWY MACHINERY REPAIR		110,000.00	110,000.00	117,000.00	112,963.65	140,000.00	140,000.00	140,000.00
DA5130	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	500.00
DA5130	4709	HWY MACHINERY MISC EXP		10,000.00	10,000.00	8,500.00	8,439.49	8,000.00	8,000.00	8,000.00
DA5130	4711	HWY SIDEWALK REPAIR		3,000.00	3,000.00	-	-	1,500.00	1,500.00	1,500.00
DA5130	4712	HWY GREASE OIL LUBRICNTS		8,000.00	8,000.00	8,000.00	3,072.21	11,000.00	11,000.00	11,000.00
			Minor Subtotals:	**133,500.00**	**133,500.00**	**135,500.00**	**126,012.05**	**163,000.00**	**163,000.00**	**163,500.00**
		DA5130	**Major Subtotals:**	**349,385.00**	**349,385.00**	**268,550.00**	**223,281.48**	**325,100.00**	**325,100.00**	**325,600.00**
MISC BRUSH & WEED										
DA5140	100556	SR ROAD MAINT SPVR		35,286.00	35,286.00	-	-	-	-	-
DA5140	101056	WRKNG CR LEADER BRSH		21,300.00	21,300.00	45,240.00	17,243.88	46,270.00	46,270.00	46,270.00
DA5140	105056	SR MEO HEAVY BRWD		121,200.00	121,200.00	40,250.00	68,546.82	81,980.00	81,980.00	81,980.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
DA5140	115056	MEO HEAVY BRWD		-	-	39,080.00	20,181.42	-	-	-
DA5140	120056	MEO MEDIUM BRWD		106,550.00	106,550.00	105,704.00	89,386.28	107,700.00	107,700.00	107,700.00
DA5140	130056	SR LABORER BRWD		128,970.00	128,970.00	129,478.00	119,865.91	164,840.00	164,840.00	164,840.00
DA5140	135056	LABORER BRSHWD		45,476.00	45,476.00	76,107.00	52,766.21	62,390.00	62,390.00	62,390.00
DA5140	180056	BRUSH & WEED OVERTIME		17,000.00	17,000.00	15,000.00	16,494.65	17,000.00	17,000.00	17,000.00
			Minor Subtotals:	**475,782.00**	**475,782.00**	**450,859.00**	**384,485.17**	**480,180.00**	**480,180.00**	**480,180.00**
DA5140	4304	FUEL BRUSH & WEED		20,000.00	20,000.00	20,000.00	-	60,000.00	60,000.00	60,000.00
			Minor Subtotals:	**20,000.00**	**20,000.00**	**20,000.00**	**-**	**60,000.00**	**60,000.00**	**60,000.00**
		DA5140	**Major Subtotals:**	**495,782.00**	**495,782.00**	**470,859.00**	**384,485.17**	**540,180.00**	**540,180.00**	**540,180.00**
HWY SNOW REMOVAL										
DA5142	100557	SR ROAD MAINT SPVR		25,572.00	25,572.00	-	-	-	-	-
DA5142	101057	WKG CR LEADER SNOW		20,355.00	20,355.00	45,240.00	2,823.56	44,910.00	44,910.00	44,910.00
DA5142	105057	SR MEO HEAVY SNOW		188,722.00	188,722.00	40,250.00	36,340.27	79,570.00	79,570.00	79,570.00
DA5142	110057	SR HEAVY MEO SNOW vacant		-	-	-	-	-	-	-
DA5142	115057	MEO HEAVY SNOW		-	-	39,080.00	20,661.22	-	-	-
DA5142	120057	MEO MEDIUM SNOW		101,880.00	101,880.00	105,704.00	49,716.89	104,530.00	104,530.00	104,530.00
DA5142	130057	SR LABORER SNOW		158,515.00	158,515.00	129,478.00	66,030.30	159,990.00	159,990.00	159,990.00
DA5142	135057	SNOW LABORERS		43,455.00	43,455.00	76,107.00	33,359.97	60,550.00	60,550.00	60,550.00
DA5142	180057	SNOW OVERTIME		75,000.00	75,000.00	60,000.00	67,534.62	75,000.00	75,000.00	75,000.00
			Minor Subtotals:	**613,499.00**	**613,499.00**	**495,859.00**	**276,466.83**	**524,550.00**	**524,550.00**	**524,550.00**
DA5142	4304	FUEL SNOW REMOVAL		30,000.00	30,000.00	30,000.00	-	60,000.00	60,000.00	60,000.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
DA5142	4713	HWY SALT SNOW		115,000.00	115,000.00	115,000.00	96,033.82	150,000.00	150,000.00	150,000.00
DA5142	4720	HWY SAND SNOW		40,000.00	40,000.00	40,000.00	35,052.00	45,000.00	45,000.00	45,000.00
			Minor Subtotals:	**185,000.00**	**185,000.00**	**185,000.00**	**131,085.82**	**255,000.00**	**255,000.00**	**255,000.00**
		DA5142	Major Subtotals:	**798,499.00**	**798,499.00**	**680,859.00**	**407,552.65**	**779,550.00**	**779,550.00**	**779,550.00**
DA5148	4304	CENTRAL DIESEL EXPENDITURES		-	-	-	99,159.90	-	-	-
			Minor Subtotals:	**-**	**-**	**-**	**99,159.90**	**-**	**-**	**-**
		DA5142	Major Subtotals:	**-**	**-**	**-**	**99,159.90**	**-**	**-**	**-**
STATE RETIREMENT										
DA9010	800001	DA STATE RETIREMENT		220,000.00	220,000.00	248,375.00	-	65,170.00	122,121.00	169,700.00
			Minor Subtotals:	**220,000.00**	**220,000.00**	**248,375.00**	**-**	**65,170.00**	**122,121.00**	**169,700.00**
		DA9010	Major Subtotals:	**220,000.00**	**220,000.00**	**248,375.00**	**-**	**65,170.00**	**122,121.00**	**169,700.00**
SOCIAL SECURITY										
DA9030	800003	DA FUND SOCIAL SECURITY		124,750.00	124,750.00	118,435.00	90,735.10	117,640.00	129,699.00	129,699.00
			Minor Subtotals:	**124,750.00**	**124,750.00**	**118,435.00**	**90,735.10**	**117,640.00**	**129,699.00**	**129,699.00**
		DA9030	Major Subtotals:	**124,750.00**	**124,750.00**	**118,435.00**	**90,735.10**	**117,640.00**	**129,699.00**	**129,699.00**
WORKERS COMP										
DA9040	800004	DA FUND WORKERS COMP		147,000.00	147,000.00	118,500.00	47,651.79	104,400.00	104,400.00	94,500.00
			Minor Subtotals:	**147,000.00**	**147,000.00**	**118,500.00**	**47,651.79**	**104,400.00**	**104,400.00**	**94,500.00**

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
		DA9040	Major Subtotals:	147,000.00	147,000.00	118,500.00	47,651.79	104,400.00	104,400.00	94,500.00
INSURANCE										
DA9050	800006	UNEMPLOYMENT INSURANCE		-	-	-	-	-	-	-
DA9055	800007	DA DISABILTY INSURANCE		2,500.00	2,500.00	2,500.00	910.35	2,500.00	2,500.00	2,500.00
			Minor Subtotals:	2,500.00	2,500.00	2,500.00	910.35	2,500.00	2,500.00	2,500.00
		DA905*	Major Subtotals:	2,500.00	2,500.00	2,500.00	910.35	2,500.00	2,500.00	2,500.00
MEDICAL INSURANCE										
DA9060	800008	DA MEDICAL INSURANCE		390,525.00	390,525.00	366,606.00	243,439.05	376,260.00	376,260.00	373,670.00
DA9060	800009	DA RETIREE MEDICAL INSURANCE		382,935.00	382,935.00	354,760.00	297,047.06	448,130.00	448,130.00	403,630.00
DA90601	810001	DA DENTAL INSURANCE		51,000.00	51,000.00	39,634.00	16,417.59	28,680.00	30,680.00	27,190.00
DA90602	820001	DA VISION INSURANCE		10,000.00	10,000.00	9,202.00	4,843.66	2,510.00	2,510.00	7,690.00
			Minor Subtotals:	834,460.00	834,460.00	770,202.00	561,747.36	855,580.00	857,580.00	812,180.00
		DA9060*	Major Subtotals:	834,460.00	834,460.00	770,202.00	561,747.36	855,580.00	857,580.00	812,180.00
DEBT SERVICE BONDS										
DA9710	600025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	42,613.00	42,613.00	42,613.00
DA9710	610003	09 PUBLIC IMPROVEMENTS PRIN		165,000.00	165,000.00	170,000.00	170,000.00	-	-	-
DA9710	650003	02 S-BOND PRIN GE CASE		81,000.00	81,000.00	84,600.00	84,600.00	-	-	-
DA9710	690803	09 MASULLO DRAINAGE PROJ PRIN		77,586.00	77,586.00	80,172.00	-	77,590.00	77,590.00	77,590.00
DA9710	700025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	55,069.00	55,069.00	55,069.00
DA9710	710004	09 PUBLIC IMPROVEMENTS INT		10,100.00	10,100.00	3,400.00	3,400.00	-	-	-

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
DA9710	750004	02 INT GE CASE		7,705.00	7,705.00	3,977.00	3,976.20	-	-	-
DA9710	790004	09 MASULLO DRAINAGE PROJ INT		32,305.00	32,305.00	29,199.00	4,209.07	7,642.60	7,643.00	7,643.00
			Minor Subtotals:	**373,696.00**	**373,696.00**	**371,348.00**	**266,185.27**	**182,914.60**	**182,915.00**	**182,915.00**
		DA9710	Major Subtotals:	**373,696.00**	**373,696.00**	**371,348.00**	**266,185.27**	**182,914.60**	**182,915.00**	**182,915.00**
BOND ANTICIPATION NOTES										
DA9730	690003	HWY EQUIPMENT BAN PRINCIPAL		48,000.00	48,000.00	48,000.00	48,000.00	-	-	-
DA9730	790005	INTEREST HWY EQUIPMENT BAN		15,800.00	15,800.00	8,500.00	912.53	-	-	-
			Minor Subtotals:	**63,800.00**	**63,800.00**	**56,500.00**	**48,912.53**	**-**	**-**	**-**
		DA9730	Major Subtotals:	**63,800.00**	**63,800.00**	**56,500.00**	**48,912.53**	**-**	**-**	**-**

			Town of Rotterdam 2023 Preliminary Budget							
				2021	2021	2022	2022	2023	2023	2023
				FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
				BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
INTERFUND TRANSFER										
DA9901	900001	INTERFUND TRANSFER TO GENERAL		60,000.00	60,000.00	60,200.00	-	-	66,000.00	66,000.00
DA9901	900003	TRANSFER TO RESERVES		-	-	-	-	-	-	-
			Minor Subtotals:	**60,000.00**	**60,000.00**	**60,200.00**	**-**	**-**	**66,000.00**	**66,000.00**
		DA9901	Major Subtotals:	**60,000.00**	**60,000.00**	**60,200.00**	**-**	**-**	**66,000.00**	**66,000.00**
			Personal Services	1,702,455.00	1,702,455.00	1,548,129.00	1,214,948.30	1,634,880.00	1,695,420.00	1,634,870.00
			Equipment & Other Capital Outlay	332,871.00	601,840.25	299,367.00	1,599.00	804,323.00	507,500.00	507,500.00
			Contractual Expenditures	835,670.00	835,670.00	813,306.00	1,512,750.07	1,435,200.00	1,129,160.00	1,152,860.00
			Fringe Benefits	1,328,710.00	1,328,710.00	1,258,012.00	701,044.60	1,145,290.00	1,216,300.00	1,208,579.00
			Debt Service	437,496.00	437,496.00	427,848.00	315,097.80	182,914.60	182,915.00	182,915.00
			Other Items	60,000.00	60,000.00	60,200.00	-	-	66,000.00	66,000.00
			HIGHWAY FUND TOTAL	**4,697,202.00**	**4,966,171.25**	**4,406,862.00**	**3,745,439.77**	**5,202,607.60**	**4,797,295.00**	**4,752,724.00**
FUND:	SD1	SPECIAL DRAINAGE 1								

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
SD1 CONTRACTUAL EXPENSES										
SD18540	4001	DRAINAGE CONTRACTUAL EXPENSES		7,000.00	7,000.00	-	1,547.52	10,000.00	10,000.00	10,000.00
			Minor Subtotals:	**7,000.00**	**7,000.00**	**-**	**1,547.52**	**10,000.00**	**10,000.00**	**10,000.00**
		SD18540	Major Subtotals:	**7,000.00**	**7,000.00**	**-**	**1,547.52**	**10,000.00**	**10,000.00**	**10,000.00**
SD19901	900001	TRANSFER TO GENERAL		200.00	200.00	-	-	-	500.00	500.00
			Minor Subtotals:	**200.00**	**200.00**	**-**	**-**	**-**	**500.00**	**500.00**
		SD19901	Major Subtotals:	**200.00**	**200.00**	**-**	**-**	**-**	**500.00**	**500.00**
			Contractual Expenditures	7,000.00	7,000.00	-	1,547.52	10,000.00	10,000.00	10,000.00
			Other	200.00	200.00	-	-	-	500.00	500.00
			SPECIAL DRAINAGE 1 FUND TOTAL	**7,200.00**	**7,200.00**	**-**	**1,547.52**	**10,000.00**	**10,500.00**	**10,500.00**
FUND:	SF	**SPECIAL FIRE PROTECTION - Disolved**								
JUDGEMENTS & CLAIMS										
SF1930	4716	TAX CANCELLATIONS		1,500.00	1,500.00	-	-	-	-	-
			Minor Subtotals:	**1,500.00**	**1,500.00**	**-**	**-**	**-**	**-**	**-**
		SF1930	Major Subtotals:	**1,500.00**	**1,500.00**	**-**	**-**	**-**	**-**	**-**
FIRE FIGHTING										
SF3410	4361	FD1 CONTRACTUAL EXPENSE		42,000.00	42,000.00	-	-	-	-	-

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
			Minor Subtotals:	**42,000.00**	**42,000.00**	-	-	-	-	-
		SF3410	Major Subtotals:	**42,000.00**	**42,000.00**	-	-	-	-	-
SF9901	900001	INTERFUND TRANSFER TO GENERAL		2,000.00	2,000.00	-	-	-	-	-
			Minor Subtotals:	**2,000.00**	**2,000.00**	-	-	-	-	-
		SF9901	Major Subtotals:	**2,000.00**	**2,000.00**	-	-	-	-	-
			Contractual Expenditures:	43,500.00	43,500.00	-	-	-	-	-
			Other	2,000.00	2,000.00	-	-	-	-	-
		SPECIAL FIRE PROTECTION FUND TOTAL		**45,500.00**	**45,500.00**	-	-	-	-	-
FUND:	SIA	**Special Sewer Improvements - Curry Road**								
DEBT SERVICE BONDS										
SIA9710	600025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	6,072.00	6,072.00	6,072.00
SIA9710	700025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	31,029.00	31,029.00	31,029.00
			Minor Subtotals:	**-**	**-**	**-**	**-**	**37,101.00**	**37,101.00**	**37,101.00**
		SIA9710	Major Subtotals:	**-**	**-**	**-**	**-**	**37,101.00**	**37,101.00**	**37,101.00**
BOND ANTICIPATION NOTES										
SIA9730	600001	SIA 2021 CURRY RD PRINC		-	-	53,200.00	12,835.00	-	-	-
SIA9730	700002	SIA 2021 CURRY RD INTEREST		-	-	2,075.00	3,044.20	-	-	-

			Town of Rotterdam 2023 Preliminary Budget							
				2021	2021	2022	2022	2023	2023	2023
				FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
				BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
			Minor Subtotals:	-	-	55,275.00	15,879.20	-	-	-
		SIA9730	Major Subtotals:	-	-	55,275.00	15,879.20	-	-	-
			Debt Services	-	-	55,275.00	15,879.20	37,101.00	37,101.00	37,101.00
			Other	-	-	-	-	-	-	-
			SIA FUND TOTAL	-	-	55,275.00	15,879.20	37,101.00	37,101.00	37,101.00
JUDGEMENTS & CLAIMS										
SL1930	4002	SL TAX REFUNDS		1,000.00	1,000.00	1,000.00	-	-	1,000.00	1,000.00
			Minor Subtotals:	1,000.00	1,000.00	1,000.00	-	-	1,000.00	1,000.00
		SL1930	Major Subtotals:	1,000.00	1,000.00	1,000.00	-	-	1,000.00	1,000.00

			Town of Rotterdam 2023 Preliminary Budget							
			2021	2021	2022	2022	2023	2023	2023
			FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
			BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
			FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
STREET LIGHTING									
SL5182	4021	SL CONTRACTUAL EXPENSE	176,000.00	176,000.00	160,000.00	152,910.85	-	176,000.00	176,000.00
		Minor Subtotals:	**176,000.00**	**176,000.00**	**160,000.00**	**152,910.85**	**-**	**176,000.00**	**176,000.00**
		SL5182 Major Subtotals:	**176,000.00**	**176,000.00**	**160,000.00**	**152,910.85**	**-**	**176,000.00**	**176,000.00**
SL9901	900001	INTERFUND TRANSFER TO GENERAL	5,000.00	5,000.00	3,000.00	-	-	3,000.00	3,000.00
		Minor Subtotals:	**5,000.00**	**5,000.00**	**3,000.00**	**-**	**-**	**3,000.00**	**3,000.00**
		SL9901 Major Subtotals:	**5,000.00**	**5,000.00**	**3,000.00**	**-**	**-**	**3,000.00**	**3,000.00**
		Contractual Expenditures	177,000.00	177,000.00	161,000.00	152,910.85	-	177,000.00	177,000.00
		Other	5,000.00	5,000.00	3,000.00	-	-	3,000.00	3,000.00
		STREET LIGHTING FUND TOTAL	**182,000.00**	**182,000.00**	**164,000.00**	**152,910.85**	**-**	**180,000.00**	**180,000.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
FUND:	SS2	SEWER DISTRICT 2								
JUDGEMENTS & CLAIMS										
S21930	4716	SS2 TAX CANCELLATIONS		3,000.00	3,000.00	20,000.00	1,944.00	-	3,000.00	3,000.00
			Minor Subtotals:	**3,000.00**	**3,000.00**	**20,000.00**	**1,944.00**	**-**	**3,000.00**	**3,000.00**
		S21930	Major Subtotals:	**3,000.00**	**3,000.00**	**20,000.00**	**1,944.00**	**-**	**3,000.00**	**3,000.00**
SS2 ADMINISTRATION										
S28110	100082	ASST DIRECTOR PUBLIC WORKS		780.00	780.00	-	717.39	900.00	-	-
S28110	115082	SPEC ASST TO DIRECTOR DPW		605.00	605.00	-	-	-	-	-
S28110	120082	ACTING DIR./STMWTR OFFICER		-	-	-	-	-	-	-
S28110	120582	1/4 BLDG SAFETY ASSISTANT		10,505.00	10,505.00	-	-	-	-	-
S28110	121082	.25 DPW SPECIALIST		12,895.00	12,895.00	13,415.00	11,084.81	15,130.00	15,450.00	15,450.00
S28110	122082	.30 CLERK DPW		-	-	12,499.00	10,216.49	13,140.00	13,140.00	13,140.00
S28110	122582	.30 ACCOUNT CLERK		-	-	12,826.00	9,474.35	-	-	-
S28110	123082	TOWN ENGINEER		25,000.00	25,000.00	-	-	-	10,000.00	10,000.00
			Minor Subtotals:	**49,785.00**	**49,785.00**	**38,740.00**	**31,493.04**	**29,170.00**	**38,590.00**	**38,590.00**
S28110	2000	EQUIPMENT		1,500.00	1,500.00	1,500.00	21.99	1,000.00	1,000.00	1,000.00
			Minor Subtotals:	**1,500.00**	**1,500.00**	**1,500.00**	**21.99**	**1,000.00**	**1,000.00**	**1,000.00**
S28110	4100	S2 OFFICE SUPPLIES		2,100.00	2,100.00	1,500.00	1,143.47	1,000.00	1,000.00	1,000.00
S28110	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	500.00
S28110	4300	S2 CONFERENCES/TRAINING		1,000.00	1,000.00	1,000.00	2,125.00	1,500.00	2,500.00	2,500.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
S28110	4800	SS2 DATA PROCESS		2,750.00	2,750.00	3,500.00	2,410.66	3,500.00	3,500.00	3,500.00
S28110	4854	S2 ENGINEERING SERVICES		80,000.00	80,000.00	266,465.71	249,380.13	100,000.00	140,000.00	140,000.00
S28110	4855	S2 PAYING AGENT FEES		5,000.00	5,000.00	15,000.00	2,163.68	5,000.00	5,000.00	5,000.00
			Minor Subtotals:	**90,850.00**	**90,850.00**	**287,465.71**	**257,222.94**	**111,000.00**	**152,000.00**	**152,500.00**
		S28110	**Major Subtotals:**	**142,135.00**	**142,135.00**	**327,705.71**	**288,737.97**	**141,170.00**	**191,590.00**	**192,090.00**
SEWAGE COLLECTION										
S28120	100083	W&S MAINTSUPRVISR		16,265.00	16,265.00	16,935.00	13,264.83	16,950.00	16,950.00	16,950.00
S28120	120083	S2 1/4 SR LABORER		11,670.00	11,670.00	12,185.00	10,406.52	25,790.00	25,790.00	25,790.00
S28120	140083	.25 S2 LABORER		21,980.00	21,980.00	34,380.00	29,120.06	34,380.00	34,380.00	34,380.00
S28120	140583	.25 MEO HEAVY LANDFILL		13,970.00	13,970.00	14,511.00	11,490.57	14,520.00	14,520.00	14,520.00
			Minor Subtotals:	**63,885.00**	**63,885.00**	**78,011.00**	**64,281.98**	**91,640.00**	**91,640.00**	**91,640.00**
S28120	2000	SS2 EQUIPMENT		120,000.00	180,000.00	-	-	-	60,000.00	60,000.00
			Minor Subtotals:	**120,000.00**	**180,000.00**	**-**	**-**	**-**	**60,000.00**	**60,000.00**
S28120	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	500.00
S28120	4302	SEWER 2 GAS OIL LUBE		5,750.00	5,750.00	-	-	3,000.00	3,000.00	3,000.00
S28120	4351	BONDING ATTORNEY FEES		-	-	-	932.46	-	-	24,750.00
S28120	4333	PROPANE		-	-	-	-	-	-	500.00
S28120	4856	SS2 EASEMENTS RITE OF WAY		600.00	600.00	1,500.00	629.13	1,200.00	1,500.00	1,500.00
S28120	4857	SS2 AUTO EQUIP & SUPPLY		5,000.00	5,000.00	334.29	433.20	2,500.00	2,500.00	2,500.00
S28120	4859	SS2 SEWER LINE REPAIRS		50,000.00	50,000.00	50,000.00	4,323.87	25,000.00	25,000.00	25,000.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
S28120	4860	SS2 SEWAGE PUMP STATION		50,000.00	50,000.00	60,000.00	42,644.29	50,000.00	60,000.00	60,000.00
			Minor Subtotals:	**111,350.00**	**111,350.00**	**111,834.29**	**48,962.95**	**81,700.00**	**92,000.00**	**117,750.00**
		S28120	**Major Subtotals:**	**295,235.00**	**355,235.00**	**189,845.29**	**113,244.93**	**173,340.00**	**243,640.00**	**269,390.00**
SEWAGE TREATMENT										
S28130	106084	SR WWTP OPERATOR		57,690.00	57,690.00	-	-	-	-	-
S28130	110084	WWTP LEAD		66,335.00	66,335.00	-	-	-	62,140.00	70,000.00
S28130	120084	SS2 OVERTIME		25,000.00	25,000.00	35,000.00	36,063.31	-	25,000.00	25,000.00
S28130	150084	WWTP OPERATOR		-	-	59,802.00	47,095.71	59,870.00	59,870.00	59,870.00
S28130	155084	SEWER LABORER FT		44,360.00	44,360.00	51,123.00	38,127.20	46,250.00	46,250.00	46,250.00
S28130	160084	WW TREATMENT PLNT OPER TRAINEE		48,550.00	48,550.00	-	-	-	-	-
			Minor Subtotals:	**241,935.00**	**241,935.00**	**145,925.00**	**121,286.22**	**106,120.00**	**193,260.00**	**201,120.00**
S28130	2000	EQUIPMENT		35,000.00	70,000.00	5,000.00	3,950.00	20,000.00	20,000.00	20,000.00
S28130	2002	SS2 PUMPS & FILTERS		40,000.00	40,000.00	5,000.00	-	20,000.00	20,000.00	20,000.00
			Minor Subtotals:	**75,000.00**	**110,000.00**	**10,000.00**	**3,950.00**	**40,000.00**	**40,000.00**	**40,000.00**
S28130	4165	SS2 INSURANCE		38,520.00	38,520.00	43,603.00	40,886.62	37,000.00	35,250.00	35,250.00
S28130	4200	SS2 TELEPHONE & FCLTY ALARMS		2,000.00	2,000.00	1,200.00	1,410.43	1,200.00	1,200.00	1,200.00
S28130	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	200.00
S28130	4319	SS2 UNIFORMS & CLEANING		3,000.00	3,000.00	3,000.00	3,218.94	3,000.00	5,000.00	5,000.00
S28130	4500	SS2 ELECTRIC & WATER		55,000.00	55,000.00	55,000.00	9,418.80	60,000.00	60,000.00	60,000.00
S28130	4600	SS2 HEAT & FUEL		6,000.00	6,000.00	5,000.00	1,675.85	5,000.00	5,000.00	5,000.00
S28130	4862	SS2 PRINTING & PUBLIC NOTICE		300.00	300.00	300.00	-	200.00	200.00	200.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
S28130	4863	SS2 CHEMICALS		40,000.00	40,000.00	40,000.00	26,938.89	40,000.00	40,000.00	40,000.00
S28130	4864	SS2 CHEM FEED EQUIP MAINT		3,000.00	3,000.00	1,000.00	-	500.00	500.00	500.00
S28130	4865	SS2 LAB EQUIP PRTS & SUPPLIES		3,000.00	3,000.00	3,500.00	691.09	1,000.00	2,000.00	2,000.00
S28130	4866	SS2 PLANT EQUIP REPR MAINT		62,000.00	62,324.04	45,000.00	17,847.88	70,000.00	70,000.00	70,000.00
S28130	4867	SS2 POLYMER		7,000.00	7,000.00	1,000.00	-	500.00	1,000.00	1,000.00
S28130	4868	SS2 NYS POLLUTANT FEE		2,500.00	2,500.00	2,500.00	-	2,000.00	2,000.00	2,000.00
S28130	4869	SS2 ANALYSIS H2O & SLUDGE		25,000.00	25,000.00	30,000.00	20,831.50	20,000.00	20,000.00	20,000.00
S28130	4870	SS2 SLUDGE REMOVE/DISPOSAL		90,000.00	90,000.00	250,000.00	161,783.62	250,000.00	250,000.00	250,000.00
S28130	4872	SS2 PAYMENT TO CITY/PINEWOOD		5,000.00	5,000.00	5,000.00	-	5,000.00	5,000.00	5,000.00
S28130	4904	SS2 BUILDINGS & GROUNDS		12,500.00	12,500.00	12,500.00	3,187.24	6,000.00	15,000.00	15,000.00
			Minor Subtotals:	**354,820.00**	**355,144.04**	**498,603.00**	**287,890.86**	**501,400.00**	**512,150.00**	**512,350.00**
		S28130	**Major Subtotals:**	**671,755.00**	**707,079.04**	**654,528.00**	**413,127.08**	**647,520.00**	**745,410.00**	**753,470.00**
STATE RETIREMENT										
S29010	800001	S2 RETIREMENT		60,000.00	60,000.00	36,475.00	-	10,240.00	23,319.00	29,600.00
			Minor Subtotals:	**60,000.00**	**60,000.00**	**36,475.00**	**-**	**10,240.00**	**23,319.00**	**29,600.00**
		S29010	**Major Subtotals:**	**60,000.00**	**60,000.00**	**36,475.00**	**-**	**10,240.00**	**23,319.00**	**29,600.00**
SOCIAL SECURITY										
S29030	800003	S2 SOCIAL SECURITY		25,295.00	25,295.00	22,010.00	15,862.64	185,140.00	24,815.00	24,815.00
			Minor Subtotals:	**25,295.00**	**25,295.00**	**22,010.00**	**15,862.64**	**185,140.00**	**24,815.00**	**24,815.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
		S29030	Major Subtotals:	**25,295.00**	**25,295.00**	**22,010.00**	**15,862.64**	**185,140.00**	**24,815.00**	**24,815.00**
WORKERS COMP										
S29040	800004	S2 WORKERS COMP		17,500.00	17,500.00	12,000.00	5,151.55	-	11,280.00	10,210.00
			Minor Subtotals:	**17,500.00**	**17,500.00**	**12,000.00**	**5,151.55**	**-**	**11,280.00**	**10,210.00**
		S29040	Major Subtotals:	**17,500.00**	**17,500.00**	**12,000.00**	**5,151.55**	**-**	**11,280.00**	**10,210.00**
INSURANCE										
S29050	800006	S2 UNEMPLOYMENT INSURANCE		-	-	-	-	-	-	-
S29055	800007	S2 DISABILITY INSURANCE		375.00	375.00	375.00	135.78	400.00	400.00	400.00
			Minor Subtotals:	**375.00**	**375.00**	**375.00**	**135.78**	**400.00**	**400.00**	**400.00**
		S2905*	Major Subtotals:	**375.00**	**375.00**	**375.00**	**135.78**	**400.00**	**400.00**	**400.00**
MEDICAL INSURANCE										
S29060	800008	S2 MEDICAL INSURANCE		81,005.00	81,005.00	63,991.00	46,309.27	-	70,440.00	67,530.00
S29060	800009	S2 RETIREE MEDICAL INSURANCE		84,525.00	84,525.00	76,738.00	58,800.56	-	89,320.00	80,450.00
S290601	810001	S2 DENTAL INSURANCE		6,120.00	6,120.00	5,670.00	997.31	-	2,740.00	2,570.00
S290602	820001	S2 VISION INSURANCE		1,500.00	1,500.00	1,376.00	886.00	-	1,530.00	1,390.00
			Minor Subtotals:	**173,150.00**	**173,150.00**	**147,775.00**	**106,993.14**	**-**	**164,030.00**	**151,940.00**
		S29060*	Major Subtotals:	**173,150.00**	**173,150.00**	**147,775.00**	**106,993.14**	**-**	**164,030.00**	**151,940.00**
DEBT SERVICE BONDS										

			Town of Rotterdam 2023 Preliminary Budget						
			2021	2021	2022	2022	2023	2023	2023
			FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
			BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
			FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
S29710	600025	JUNE 15 2022 SERIAL BONDS	-	-	-	-	2,679.00	2,679.00	2,679.00
S29710	610006	PRIN S2 WWTP IMPROVEMENTS	55,000.00	55,000.00	60,000.00	-	60,000.00	60,000.00	60,000.00
S29710	700025	JUNE 15 2022 SERIAL BONDS	-	-	-	-	13,694.00	13,694.00	13,694.00
S29710	710009	INT S2 WWTP IMPROVEMENTS	63,463.00	63,463.00	62,019.00	31,009.40	60,443.76	60,444.00	60,444.00
		Minor Subtotals:	**118,463.00**	**118,463.00**	**122,019.00**	**31,009.40**	**136,816.76**	**136,817.00**	**136,817.00**
		S29710 Major Subtotals:	**118,463.00**	**118,463.00**	**122,019.00**	**31,009.40**	**136,816.76**	**136,817.00**	**136,817.00**
BOND ANTICIPATION NOTES									
S29730	600004	TRUNK LINE REPAIRS PRINCIPAL	18,660.00	18,660.00	18,660.00	18,660.00	-	-	-
S29730	700004	TRUNK LINE REPAIRS INTEREST	5,400.00	5,400.00	3,800.00	1,351.31	-	-	-
		Minor Subtotals:	**24,060.00**	**24,060.00**	**22,460.00**	**20,011.31**	**0.00**	**0.00**	**0.00**
		SS9730 Major Subtotals:	**24,060.00**	**24,060.00**	**22,460.00**	**20,011.31**	**0.00**	**0.00**	**0.00**

			Town of Rotterdam 2023 Preliminary Budget							
				2021	2021	2022	2022	2023	2023	2023
				FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
				BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
INTERFUND TRANSFER										
S29901	900001	INTERFUND TRANSFER TO GENERAL		101,000.00	101,000.00	101,000.00	-	-	120,000.00	120,000.00
S29901	900003	TRANSFER TO RESERVES		-	-	-	-	-	-	-
S29950	900002	TRANSFER TO OTHER FUNDS		-	-	-	-	-	-	-
			Minor Subtotals:	**101,000.00**	**101,000.00**	**101,000.00**	**0.00**	**0.00**	**120,000.00**	**120,000.00**
		S29901	Major Subtotals:	**101,000.00**	**101,000.00**	**101,000.00**	**0.00**	**0.00**	**120,000.00**	**120,000.00**
			Personal Services	355,605.00	355,605.00	262,676.00	217,061.24	226,930.00	323,490.00	331,350.00
			Equipment & Other Capital Outlay	196,500.00	291,500.00	11,500.00	3,971.99	41,000.00	101,000.00	101,000.00
			Contractual Expenditures	560,020.00	560,344.04	917,903.00	596,020.75	694,100.00	759,150.00	785,600.00
			Fringe Benefits	276,320.00	276,320.00	218,635.00	128,143.11	195,780.00	223,844.00	216,965.00
			Debt Service	142,523.00	142,523.00	144,479.00	51,020.71	136,816.76	136,817.00	136,817.00
			Other	101,000.00	101,000.00	101,000.00	-	-	120,000.00	120,000.00
			SEWER 2 FUND TOTAL	**1,631,968.00**	**1,727,292.04**	**1,656,193.00**	**996,217.80**	**1,294,626.76**	**1,664,301.00**	**1,691,732.00**

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
FUND:	SS26	SEWER DISTRICT 2X6 - Highbridge Rd, Kings Rd, Community								
JUDGEMENTS & CLAIMS										
S261930	4716	SS6 TAX CANCELLATIONS		-	-	-	-	-	-	-
			Minor Subtotals:	-	-	-	-	-	-	-
		SS261930	Major Subtotals:	-	-	-	-	-	-	-
SEWAGE COLLECTION										
S268120	4351	BONDING ATTORNEY FEES		1,000.00	1,000.00	1,000.00	1,505.77	-	1,000.00	-
S268120	4500	SS26 ELECTRICITY		2,000.00	2,000.00	500.00	-	-	2,000.00	-
S268120	4715	SS26 CONTRACTUAL EXPENSES		12,000.00	12,000.00	12,000.00	4,714.06	-	12,000.00	-
			Minor Subtotals:	**15,000.00**	**15,000.00**	**13,500.00**	**6,219.83**	**-**	**15,000.00**	**-**
		SS268120	Major Subtotals:	**15,000.00**	**15,000.00**	**13,500.00**	**6,219.83**	**-**	**15,000.00**	**-**
DEBT SERVICE BONDS										
S269710	600025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	6,704.00	6,704.00	-
S269710	700025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	24,794.00	24,794.00	-
			Minor Subtotals:	-	-	-	-	**31,498.00**	**31,498.00**	**-**
		SS269710	Major Subtotals:	-	-	-	-	**31,498.00**	**31,498.00**	**-**
BOND ANTICIPATION NOTES										
S269730	600018	PRIN SS26 BAN		22,000.00	22,000.00	22,000.00	22,000.00	-	-	-
S269730	700016	SS26 BAN INTEREST		11,415.00	11,415.00	1,360.00	832.13	-	-	-
			Minor Subtotals:	**33,415.00**	**33,415.00**	**23,360.00**	**22,832.13**	**-**	**-**	**-**
		SS269730	Major Subtotals:	**33,415.00**	**33,415.00**	**23,360.00**	**22,832.13**	**-**	**-**	**-**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
INTERFUND TRANSFER										
S269901	900001	INTERFUND TRANSFER TO GENERAL		2,000.00	2,000.00	2,000.00	-	-	3,000.00	-
			Minor Subtotals:	**2,000.00**	**2,000.00**	**2,000.00**	**-**	**-**	**3,000.00**	**-**
		S269901	Major Subtotals:	**2,000.00**	**2,000.00**	**2,000.00**	**-**	**-**	**3,000.00**	**-**
			Contractual Expenditures	15,000.00	15,000.00	13,500.00	6,219.83	-	15,000.00	-
			Debt Service	33,415.00	33,415.00	23,360.00	22,832.13	31,498.00	31,498.00	-
			Other	2,000.00	2,000.00	2,000.00	-	-	3,000.00	-
			SEWER 2 ext. 6 FUND TOTAL	**50,415.00**	**50,415.00**	**38,860.00**	**29,051.96**	**31,498.00**	**49,498.00**	**-**
FUND:	SS27	SEWER DISTRICT 2X7 - Brian Crest, Cindy Crest, Cherry Blossom, Helderberg, Morning Glory								
S278120	4351	BONDING ATTORNEY FEES		1,500.00	1,500.00	1,000.00	352.57	-	-	-
			Minor Subtotals:	**1,500.00**	**1,500.00**	**1,000.00**	**352.57**	**-**	**-**	**-**
		SS278120	Major Subtotals:	**1,500.00**	**1,500.00**	**1,000.00**	**352.57**	**-**	**-**	**-**
BOND ANTICIPATION NOTES										
S279730	600021	SS27 BAN PRINCIPAL		21,750.00	21,750.00	21,750.00	19,500.00	-	-	-
S279730	700021	SS27 BAN INTEREST		1,240.00	1,240.00	950.00	37.09	-	-	-
			Minor Subtotals:	**22,990.00**	**22,990.00**	**22,700.00**	**19,537.09**	**-**	**-**	**-**
		SS279730	Major Subtotals:	**22,990.00**	**22,990.00**	**22,700.00**	**19,537.09**	**-**	**-**	**-**
INTERFUND TRANSFER										

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
S279901	900001	INTERFUND TRANSFER TO GENERAL		2,000.00	2,000.00	2,000.00	-	-	-	2,000.00
			Minor Subtotals:	**2,000.00**	**2,000.00**	**2,000.00**	**-**	**-**	**-**	**2,000.00**
		SS279901	Major Subtotals:	**2,000.00**	**2,000.00**	**2,000.00**	**-**	**-**	**-**	**2,000.00**
			Contractual Expenditures:	1,500.00	1,500.00	1,000.00	352.57	-	-	-
			Debt Service	22,990.00	22,990.00	22,700.00	19,537.09	-	-	-
			Other	2,000.00	2,000.00	2,000.00	-	-	-	2,000.00
			SEWER 2 ext. 7 FUND TOTAL	**26,490.00**	**26,490.00**	**25,700.00**	**19,889.66**	**-**	**-**	**2,000.00**
FUND:	SS3	**SEWER DISTRICT 3 - Draper Ave., Vischer Ave.**								
SEWAGE COLLECTION										
S38120	4715	SS3 CONTRACTUAL EXPENSE		39,000.00	39,000.00	41,000.00	39,728.38	20,000.00	43,000.00	43,000.00
			Minor Subtotals:	**39,000.00**	**39,000.00**	**41,000.00**	**39,728.38**	**20,000.00**	**43,000.00**	**43,000.00**
		S38120	Major Subtotals:	**39,000.00**	**39,000.00**	**41,000.00**	**39,728.38**	**20,000.00**	**43,000.00**	**43,000.00**
INTERFUND TRANSFER										
S39901	900001	INTERFUND TRANSFER TO GENERAL		2,000.00	2,000.00	2,000.00	-	-	3,000.00	3,000.00
			Minor Subtotals:	**2,000.00**	**2,000.00**	**2,000.00**	**-**	**-**	**3,000.00**	**3,000.00**
		S39901	Major Subtotals:	**2,000.00**	**2,000.00**	**2,000.00**	**-**	**-**	**3,000.00**	**3,000.00**
			Contractual Expenditures:	39,000.00	39,000.00	41,000.00	39,728.38	20,000.00	43,000.00	43,000.00
			Other	2,000.00	2,000.00	2,000.00	-	-	3,000.00	3,000.00
			SEWER 3 FUND TOTAL	**41,000.00**	**41,000.00**	**43,000.00**	**39,728.38**	**20,000.00**	**46,000.00**	**46,000.00**

			Town of Rotterdam 2023 Preliminary Budget							
				2021	2021	2022	2022	2023	2023	2023
				FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
				BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
FUND:	SS4	SEWER DISTRICT 4 - Hamburg Street (9 user section)								
SEWAGE COLLECTION										
S48120	140055	OVERTIME		-	-	-	519.48	-	4,200.00	-
			Minor Subtotals:	-	-	-	519.48	-	4,200.00	-
		S48120	Major Subtotals:	-	-	-	519.48	-	4,200.00	-
S48120	4715	SS4 CONTRACTUAL EXPENSE		3,875.00	3,875.00	4,000.00	3,877.73	2,000.00	4,000.00	4,200.00
			Minor Subtotals:	3,875.00	3,875.00	4,000.00	3,877.73	2,000.00	4,000.00	4,200.00
		S48120	Major Subtotals:	3,875.00	3,875.00	4,000.00	3,877.73	2,000.00	4,000.00	4,200.00
S48120	800003	SOCIAL SECURITY		-	-	-	37.32	-	-	-
			Minor Subtotals:	-	-	-	37.32	-	-	-
		S48120	Major Subtotals:	-	-	-	37.32	-	-	-

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
INTERFUND TRANSFER										
S49901	900001	INTERFUND TRANSFER TO GENERAL		200.00	200.00	200.00	-	-	700.00	700.00
			Minor Subtotals:	**200.00**	**200.00**	**200.00**	**-**	**-**	**700.00**	**700.00**
		S49901	Major Subtotals:	**200.00**	**200.00**	**200.00**	**-**	**-**	**700.00**	**700.00**
			Personal Services	-	-	-	519.48	-	4,200.00	-
			Contractual Expenditures	3,875.00	3,875.00	4,000.00	3,877.73	2,000.00	4,000.00	4,200.00
			Fringe Benefits	-	-	-	37.32	-	-	-
			Other	200.00	200.00	200.00	-	-	700.00	700.00
			SEWER 4 FUND TOTAL	**4,075.00**	**4,075.00**	**4,200.00**	**4,434.53**	**2,000.00**	**8,900.00**	**4,900.00**
FUND:	SS5	SEWER DISTRICT 5 - Industrial Park								
SEWAGE COLLECTION										
S58120	4715	SS5 CONTRACTUAL EXPENSE		25,045.00	25,045.00	27,100.00	31,762.31	35,000.00	35,000.00	35,000.00
			Minor Subtotals:	**25,045.00**	**25,045.00**	**27,100.00**	**31,762.31**	**35,000.00**	**35,000.00**	**35,000.00**
		S58120	Major Subtotals:	**25,045.00**	**25,045.00**	**27,100.00**	**31,762.31**	**35,000.00**	**35,000.00**	**35,000.00**
INTERFUND TRANSFER										
S59901	900001	INTERFUND TRANSFER TO GENERAL		1,800.00	1,800.00	1,800.00	-	-	3,000.00	3,000.00
			Minor Subtotals:	**1,800.00**	**1,800.00**	**1,800.00**	**-**	**-**	**3,000.00**	**3,000.00**
		S59901	Major Subtotals:	**1,800.00**	**1,800.00**	**1,800.00**	**-**	**-**	**3,000.00**	**3,000.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
		Contractual Expenditures		25,045.00	25,045.00	27,100.00	31,762.31	35,000.00	35,000.00	35,000.00
		Other		1,800.00	1,800.00	1,800.00	-	-	3,000.00	3,000.00
		SEWER 5 FUND TOTAL		**26,845.00**	**26,845.00**	**28,900.00**	**31,762.31**	**35,000.00**	**38,000.00**	**38,000.00**
FUND:	SS6	SEWER DISTRICT 6 - Highbridge Rd, Kings Rd, Community								
JUDGEMENTS & CLAIMS										
S61930	4716	TAX REFUNDS		-	-	-	-	-	-	-
			Minor Subtotals:	-	-	-	-	-	-	-
		SS61930	Major Subtotals:	-	-	-	-	-	-	-
SEWAGE COLLECTION										
S68120	4351	BONDING ATTORNEY FEES		-	-	-	-	-	-	1,000.00
S68120	4500	ELECTRICITY		-	-	-	-	-	-	2,000.00
S68120	4715	CONTRACTUAL EXPENSES		-	-	-	-	-	-	12,000.00
			Minor Subtotals:	-	-	-	-	-	-	**15,000.00**
		SS68120	Major Subtotals:	-	-	-	-	-	-	**15,000.00**
DEBT SERVICE BONDS										
S69710	600025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	-	-	6,704.00
S69710	700025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	-	-	24,794.00
			Minor Subtotals:	-	-	-	-	-	-	**31,498.00**
		SS69710	Major Subtotals:	-	-	-	-	-	-	**31,498.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
BOND ANTICIPATION NOTES										
S69730	600018	PRIN SS6 BAN		-	-	-	-	-	-	-
S69730	700016	SWR6 BAN INTEREST		-	-	-	-	-	-	-
			Minor Subtotals:	-	-	-	-	-	-	-
		SS69730	Major Subtotals:	-	-	-	-	-	-	-
INTERFUND TRANSFER										
S69901	900001	TRANSFER TO GENERAL		-	-	-	-	-	-	3,000.00
			Minor Subtotals:	-	-	-	-	-	-	**3,000.00**
		SS69901	Major Subtotals:	-	-	-	-	-	-	**3,000.00**
			Contractual Expenditures	-	-	-	-	-	-	15,000.00
			Debt Service	-	-	-	-	-	-	31,498.00
			Other	-	-	-	-	-	-	3,000.00
			SEWER 6 FUND TOTAL	-	-	-	-	-	-	**49,498.00**
FUND:	SS7	SEWER DISTRICT 7 - Hamburg Street								
S78120	4351	BONDING ATTORNEY FEES		4,500.00	4,500.00	2,000.00	13,568.13	-	2,000.00	2,000.00
S78120	4500	SS7 ELECTRICITY		3,000.00	3,000.00	1,200.00	1,193.69	-	1,200.00	1,200.00
S78120	4715	SS7 CONTRACTUAL EXPENSES		2,000.00	2,000.00	11,700.00	14,478.16	-	15,000.00	15,000.00
			Minor Subtotals:	**9,500.00**	**9,500.00**	**14,900.00**	**29,239.98**	**0.00**	**18,200.00**	**18,200.00**
		S78120	Major Subtotals:	**9,500.00**	**9,500.00**	**14,900.00**	**29,239.98**	**0.00**	**18,200.00**	**18,200.00**
DEBT SERVICE BONDS										

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
S79710	600025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	38,986.00	38,986.00	38,986.00
S79710	700025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	199,237.00	199,237.00	199,237.00
			Minor Subtotals:	-	-	-	-	**238,223.00**	**238,223.00**	**238,223.00**
		S79710	Major Subtotals:	-	-	-	-	**238,223.00**	**238,223.00**	**238,223.00**
BOND ANTICIPATION NOTES										
S79730	600023	SS7 BAN PRINCIPAL		138,900.00	138,900.00	138,900.00	138,900.00	-	-	-
S79730	700023	SS7 BAN INTEREST		30,650.00	30,650.00	30,615.00	12,466.28	-	-	-
			Minor Subtotals:	**169,550.00**	**169,550.00**	**169,515.00**	**151,366.28**	**-**	**-**	**-**
		S79730	Major Subtotals:	**169,550.00**	**169,550.00**	**169,515.00**	**151,366.28**	**-**	**-**	**-**
INTERFUND TRANSFER										
S79901	900001	INTERFUND TRANSFER TO GENERAL		5,000.00	5,000.00	5,000.00	-	-	5,000.00	5,000.00
			Minor Subtotals:	**5,000.00**	**5,000.00**	**5,000.00**	**-**	**-**	**5,000.00**	**5,000.00**
		S79901	Major Subtotals:	**5,000.00**	**5,000.00**	**5,000.00**	**-**	**-**	**5,000.00**	**5,000.00**
			Contractual Expenditures:	9,500.00	9,500.00	14,900.00	29,239.98	-	18,200.00	18,200.00
			Debt Service	169,550.00	169,550.00	169,515.00	151,366.28	238,223.00	238,223.00	238,223.00
			Other	5,000.00	5,000.00	5,000.00	-	-	5,000.00	5,000.00
			SEWER 7 FUND TOTAL	**184,050.00**	**184,050.00**	**189,415.00**	**180,606.26**	**238,223.00**	**261,423.00**	**261,423.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
FUND:	SW3	WATER DISTRICT 3								
JUDGEMENTS & CLAIMS										
W31930	4005	TAX REFUNDS		1,000.00	1,000.00	500.00	-	-	-	-
			Minor Subtotals:	**1,000.00**	**1,000.00**	**500.00**	**-**	**-**	**-**	**-**
		W31930	Major Subtotals:	**1,000.00**	**1,000.00**	**500.00**	**-**	**-**	**-**	**-**
W31950	4006	MUNIC TAXES AND ASSESSMENTS		-	-	-	331.44	-	500.00	500.00
			Minor Subtotals:	**-**	**-**	**-**	**331.44**	**-**	**500.00**	**500.00**
		W31930	Major Subtotals:	**-**	**-**	**-**	**331.44**	**-**	**500.00**	**500.00**
WTR ADMINISTRATION										
W38310	101092	.10 DPW CLERK PT		-	-	8,333.00	6,810.96	8,760.00	8,760.00	8,760.00
W38310	101192	ACCOUNT CLERK		-	-	8,551.00	6,316.20	-	-	-
W38310	101592	ACTING DIR./STMWTR OFFICER		-	-	-	-	-	-	-
W38310	102092	1/4 BLDG SAFETY ASSISTANT		10,505.00	10,505.00	-	-	-	-	-
W38310	106592	ASST DIRECTOR PUBLIC WORKS		275.00	275.00	-	248.38	-	-	-
W38310	110092	.15 DPW SPECIALIST		7,740.00	7,740.00	8,049.00	6,650.90	9,080.00	9,270.00	9,270.00
W38310	115092	SPEC ASSIST TO DIRECTOR DPW		600.00	600.00	-	-	-	-	-
W38310	123092	TOWN ENGINEER		10,000.00	10,000.00	10,000.00	-	-	10,000.00	10,000.00
			Minor Subtotals:	**29,120.00**	**29,120.00**	**34,933.00**	**20,026.44**	**17,840.00**	**28,030.00**	**28,030.00**
W38310	2000	EQUIPMENT		1,000.00	1,000.00	1,000.00	-	500.00	500.00	500.00
			Minor Subtotals:	**1,000.00**	**1,000.00**	**1,000.00**	**-**	**500.00**	**500.00**	**500.00**
W38310	4100	W3 OFFICE SUPPLIES / MAILING		500.00	500.00	500.00	75.34	300.00	300.00	300.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
W38310	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	300.00
W38310	4351	BONDING FEES		1,225.00	1,225.00	1,225.00	-	500.00	500.00	500.00
W38310	4800	W3 DATA PROCESS SUPPORT		1,500.00	1,500.00	1,500.00	100.00	1,500.00	500.00	500.00
W38310	4810	DIGITIZATION OF MAPS		1,000.00	1,000.00	1,000.00	-	500.00	1,000.00	1,000.00
W38310	4850	ENGINEERING CONSULTANT		10,000.00	10,000.00	10,000.00	-	5,000.00	5,000.00	5,000.00
W38310	4855	PAYING AGENT FEES		400.00	400.00	450.00	490.00	450.00	450.00	450.00
W38310	4878	BILL COLLECTION FEES TO GENERL		2,500.00	2,500.00	2,500.00	-	1,200.00	2,500.00	2,500.00
			Minor Subtotals:	**17,125.00**	**17,125.00**	**17,175.00**	**665.34**	**9,450.00**	**10,250.00**	**10,550.00**
		W38310	**Major Subtotals:**	**46,245.00**	**46,245.00**	**52,108.00**	**20,691.78**	**27,290.00**	**38,280.00**	**38,580.00**
SUPPLY POW PUMP										
W38320	100092	.15 SR W3 TRT PLANT OPERATOR		9,470.00	9,470.00	10,416.00	8,455.49	21,620.00	12,000.00	10,960.00
W38320	120092	.15 W3 TRMT PLANT OPERATOR		7,580.00	7,580.00	8,117.00	6,808.06	8,400.00	8,550.00	8,550.00
W38320	120094	WTR TRMT PLT OPERT (PT)		-	-	-	10.50	-	20,000.00	5,000.00
W38320	130092	W3 OVERTIME		9,000.00	9,000.00	9,000.00	22,323.25	-	9,000.00	9,000.00
			Minor Subtotals:	**26,050.00**	**26,050.00**	**27,533.00**	**37,597.30**	**30,020.00**	**49,550.00**	**33,510.00**
W38320	2000	EQUIPMENT		6,000.00	6,000.00	6,000.00	2,820.86	3,000.00	3,000.00	6,000.00
			Minor Subtotals:	**6,000.00**	**6,000.00**	**6,000.00**	**2,820.86**	**3,000.00**	**3,000.00**	**6,000.00**
W38320	4165	W3 INSURANCE		7,710.00	7,710.00	8,248.00	6,079.18	6,000.00	5,690.00	5,690.00
W38320	4200	W3 TELEPHONE		800.00	800.00	800.00	499.22	500.00	800.00	800.00
W38320	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	500.00
W38320	4500	W3 ELECTRICY/HEAT		15,000.00	15,000.00	15,000.00	5,478.37	10,000.00	15,000.00	15,000.00
W38320	4850	CONSULTANT		2,500.00	2,500.00	2,500.00	-	1,000.00	1,000.00	1,000.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
W38320	4880	W3 EQUIP MAINT & REPAIR		42,000.00	42,000.00	35,000.00	2,879.81	25,000.00	25,000.00	25,000.00
W38320	4904	W3 BLDG & GROUND MAINT		1,000.00	1,000.00	1,000.00	759.82	1,000.00	1,000.00	20,000.00
			Minor Subtotals:	**69,010.00**	**69,010.00**	**62,548.00**	**15,696.40**	**43,500.00**	**48,490.00**	**67,990.00**
		W38320	**Major Subtotals:**	**101,060.00**	**101,060.00**	**96,081.00**	**56,114.56**	**76,520.00**	**101,040.00**	**107,500.00**
PURIFICATION										
W38330	4863	W3 WATER SOFTENER		800.00	800.00	800.00	441.75	-	800.00	800.00
W38330	4869	W3 WATER ANALYSIS		3,800.00	3,800.00	13,800.00	6,176.00	5,000.00	5,000.00	5,000.00
W38330	4874	W3 HYPO CHLORITE SOLUTION		2,800.00	2,800.00	3,000.00	2,508.47	3,500.00	4,000.00	4,000.00
			Minor Subtotals:	**7,400.00**	**7,400.00**	**17,600.00**	**9,126.22**	**8,500.00**	**9,800.00**	**9,800.00**
		W38330	**Major Subtotals:**	**7,400.00**	**7,400.00**	**17,600.00**	**9,126.22**	**8,500.00**	**9,800.00**	**9,800.00**
TRANS & DISTRIBUTION										
W38340	110093	.10 W3 SR LABORER		4,670.00	4,670.00	4,874.00	4,162.46	10,320.00	10,320.00	10,320.00
W38340	125093	LABORER PT		585.00	585.00	-	-	-	-	-
W38340	130093	.10 W3 LABORER		8,795.00	8,795.00	13,752.00	17,478.82	20,630.00	20,630.00	20,630.00
W38340	140093	W&S MAINTSUPRVISR		6,505.00	6,505.00	6,774.00	5,356.13	6,780.00	6,780.00	6,780.00
			Minor Subtotals:	**20,555.00**	**20,555.00**	**25,400.00**	**26,997.41**	**37,730.00**	**37,730.00**	**37,730.00**
W38340	2000	EQUIPMENT		45,000.00	76,000.00	45,000.00	-	25,000.00	45,000.00	45,000.00
			Minor Subtotals:	**45,000.00**	**76,000.00**	**45,000.00**	**-**	**25,000.00**	**45,000.00**	**45,000.00**
W38340	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	500.00
W38340	4856	W3 EASEMENTS BM CONRAIL		750.00	750.00	1,000.00	779.23	1,000.00	1,000.00	1,000.00
W38340	4875	W3 PIPES & FITTINGS		1,000.00	1,000.00	2,000.00	1,408.00	1,000.00	2,000.00	2,000.00
W38340	4877	W3 MAIN & HYDRANT REPAIR		48,000.00	48,000.00	48,000.00	-	25,000.00	50,000.00	50,000.00

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
			Minor Subtotals:	**49,750.00**	**49,750.00**	**51,000.00**	**2,187.23**	**27,000.00**	**53,000.00**	**53,500.00**
		W38340	Major Subtotals:	**115,305.00**	**146,305.00**	**121,400.00**	**29,184.64**	**89,730.00**	**135,730.00**	**136,230.00**
STATE RETIREMENT										
W39010	800001	W3 RETIREMENT		19,000.00	19,000.00	11,141.00	-	4,130.00	8,409.00	11,600.00
			Minor Subtotals:	**19,000.00**	**19,000.00**	**11,141.00**	**-**	**4,130.00**	**8,409.00**	**11,600.00**
		W39010	Major Subtotals:	**19,000.00**	**19,000.00**	**11,141.00**	**-**	**4,130.00**	**8,409.00**	**11,600.00**
SOCIAL SECURITY										
W39030	800003	W3 SOCIAL SECURITY		4,985.00	4,985.00	6,725.00	6,333.64	7,480.00	8,846.00	8,846.00
			Minor Subtotals:	**4,985.00**	**4,985.00**	**6,725.00**	**6,333.64**	**7,480.00**	**8,846.00**	**8,846.00**
		W39030	Major Subtotals:	**4,985.00**	**4,985.00**	**6,725.00**	**6,333.64**	**7,480.00**	**8,846.00**	**8,846.00**
WORKERS COMP										
W39040	800004	W3 WORKERS COMP		8,000.00	8,000.00	3,000.00	1,287.88	-	2,920.00	2,650.00
			Minor Subtotals:	**8,000.00**	**8,000.00**	**3,000.00**	**1,287.88**	**-**	**2,920.00**	**2,650.00**
		W39040	Major Subtotals:	**8,000.00**	**8,000.00**	**3,000.00**	**1,287.88**	**-**	**2,920.00**	**2,650.00**
INSURANCE										
W39050	800006	W3 UNEMPLOYMENT INS		-	-	-	-	-	-	-
W39055	800007	W3 DISABILITY INSURANCE		85.00	85.00	85.00	38.24	100.00	100.00	100.00
			Minor Subtotals:	**85.00**	**85.00**	**85.00**	**38.24**	**100.00**	**100.00**	**100.00**
		W3905*	Major Subtotals:	**85.00**	**85.00**	**85.00**	**38.24**	**100.00**	**100.00**	**100.00**
MEDICAL INSURANCE										
W39060	800008	W3 MEDICAL INSURANCE		17,220.00	17,220.00	13,123.00	13,986.44	-	20,460.00	20,690.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
W39060	800009	W3 RETIREE MEDICAL INSURANCE		12,180.00	12,180.00	12,080.00	7,220.22	-	11,070.00	10,910.00
W390601	810001	W3 DENTAL INSURANCE		3,060.00	3,060.00	1,928.00	222.75	-	1,060.00	920.00
W390602	820001	W3 VISION INSURANCE		500.00	500.00	423.00	350.48	-	630.00	570.00
			Minor Subtotals:	**32,960.00**	**32,960.00**	**27,554.00**	**21,779.89**	**-**	**33,220.00**	**33,090.00**
		W39060*	Major Subtotals:	**32,960.00**	**32,960.00**	**27,554.00**	**21,779.89**	**-**	**33,220.00**	**33,090.00**
DEBT SERVICE BONDS										
W39710	600003	09 W3 WATER TANK PRIN		72,414.00	72,414.00	74,828.00	-	72,410.00	72,410.00	72,410.00
W39710	700003	09 W3 WATER TANK INT		30,149.00	30,149.00	27,252.00	3,928.43	7,132.39	7,133.00	7,133.00
			Minor Subtotals:	**102,563.00**	**102,563.00**	**102,080.00**	**3,928.43**	**79,542.39**	**79,543.00**	**79,543.00**
		SW39710	Major Subtotals:	**102,563.00**	**102,563.00**	**102,080.00**	**3,928.43**	**79,542.39**	**79,543.00**	**79,543.00**

			Town of Rotterdam 2023 Preliminary Budget							
				2021	2021	2022	2022	2023	2023	2023
				FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
				BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
INTERFUND TRANSFER										
W39901	900001	INTERFUND TRANSFER TO GENERAL		26,000.00	26,000.00	26,000.00	-	-	29,000.00	13,000.00
W39901	900002	TRANSFER TO OTHER FUNDS		-	-	-	-	-	-	-
W39901	900003	TRANSFER TO RESERVES		-	-	-	-	-	-	-
			Minor Subtotals:	**26,000.00**	**26,000.00**	**26,000.00**	**-**	**-**	**29,000.00**	**13,000.00**
		W390602	**Major Subtotals:**	**26,000.00**	**26,000.00**	**26,000.00**	**-**	**-**	**29,000.00**	**13,000.00**
			Personal Services	75,725.00	75,725.00	87,866.00	84,621.15	85,590.00	115,310.00	99,270.00
			Equipment & Other Capital Outlay	52,000.00	83,000.00	52,000.00	2,820.86	28,500.00	48,500.00	51,500.00
			Contractual Expenditures	144,285.00	144,285.00	148,823.00	28,006.63	88,450.00	122,040.00	142,340.00
			Fringe Benefits	65,030.00	65,030.00	48,505.00	29,439.65	11,710.00	53,495.00	56,286.00
			Debt Service	102,563.00	102,563.00	102,080.00	3,928.43	79,542.39	79,543.00	79,543.00
			Other	26,000.00	26,000.00	26,000.00	-	-	29,000.00	13,000.00
			WATER 3 FUND TOTAL	**465,603.00**	**496,603.00**	**465,274.00**	**148,816.72**	**293,792.39**	**447,888.00**	**441,939.00**

			Town of Rotterdam 2023 Preliminary Budget							
				2021	2021	2022	2022	2023	2023	2023
				FINAL	Modified	Modified	Appropriated	Budget	Tentative	Preliminary
				BUDGET	BUDGET	BUDGET	Expenses	Request	Budget	Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
FUND:	SW4	WATER DISTRICT 4								
DEBT SERVICE BONDS										
SW49710	600020	02 PRIN W4 NYSDWSRF BOND PROC		15,000.00	15,000.00	15,000.00	-	15,000.00	15,000.00	15,000.00
			Minor Subtotals:	**15,000.00**	**15,000.00**	**15,000.00**	**-**	**15,000.00**	**15,000.00**	**15,000.00**
		SW49710	Major Subtotals:	**15,000.00**	**15,000.00**	**15,000.00**	**-**	**15,000.00**	**15,000.00**	**15,000.00**
INTERFUND TRANSFER										
SW49901	900001	INTERFUND TRANSFERS TO GENERAL		1,350.00	1,350.00	1,350.00	-	-	1,800.00	1,800.00
			Minor Subtotals:	**1,350.00**	**1,350.00**	**1,350.00**	**-**	**-**	**1,800.00**	**1,800.00**
		SW49901	Major Subtotals:	**1,350.00**	**1,350.00**	**1,350.00**	**-**	**-**	**1,800.00**	**1,800.00**
			Debt Services	15,000.00	15,000.00	15,000.00	-	15,000.00	15,000.00	15,000.00
			Other	1,350.00	1,350.00	1,350.00	-	-	1,800.00	1,800.00
			WATER 4 FUND TOTAL	**16,350.00**	**16,350.00**	**16,350.00**	**-**	**15,000.00**	**16,800.00**	**16,800.00**

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
FUND:	SW5	WATER DISTRICT 5								
JUDGEMENTS & CLAIMS										
W51930	4005	W5 TAX REFUNDS		3,000.00	3,000.00	1,000.00	-	-	1,000.00	1,000.00
			Minor Subtotals:	**3,000.00**	**3,000.00**	**1,000.00**	**-**	**-**	**1,000.00**	**1,000.00**
		W51930	Major Subtotals:	**3,000.00**	**3,000.00**	**1,000.00**	**-**	**-**	**1,000.00**	**1,000.00**
W51950	4006	MUNIC TAXES AND ASSESSMENTS		3,000.00	-	-	1,641.57	-	2,000.00	2,000.00
			Minor Subtotals:	**3,000.00**	**-**	**-**	**1,641.57**	**-**	**2,000.00**	**2,000.00**
		W51930	Major Subtotals:	**3,000.00**	**-**	**-**	**1,641.57**	**-**	**2,000.00**	**2,000.00**
WTR ADMINISTRATION										
W58310	100094	ASST DIR OF PUBLIC WORKS		1,500.00	1,500.00	-	1,379.77	1,750.00	1,750.00	-
W58310	115094	SPEC ASSIST TO DIRECTOR DPW		605.00	605.00	-	-	-	-	-
W58310	120594	.25 BLDG SAFETY ASSISTANT		10,505.00	10,505.00	-	-	-	-	-
W58310	123094	TOWN ENGINEER		25,000.00	25,000.00	10,000.00	-	-	50,000.00	50,000.00
W58310	130094	ACTING DIR./STMWTR OFFICER		-	-	-	-	-	-	-
W58310	130594	.35 DPW SPECIALIST		18,050.00	18,050.00	18,781.00	21,834.91	21,200.00	21,630.00	21,630.00
W58310	131594	.20 CLERK		-	-	8,333.00	6,810.88	8,760.00	8,760.00	8,760.00
W58310	132094	ACCOUNT CLERK		-	-	8,551.00	-	-	-	-
			Minor Subtotals:	**55,660.00**	**55,660.00**	**45,665.00**	**30,025.56**	**31,710.00**	**82,140.00**	**80,390.00**
W58310	2000	EQUIPMENT		30,000.00	30,000.00	-	-	-	-	-
			Minor Subtotals:	**30,000.00**	**30,000.00**	**-**	**-**	**-**	**-**	**-**
W58310	4100	W5 OFFICE SUPPLIES		1,600.00	1,600.00	1,000.00	513.45	600.00	500.00	500.00
W58310	4200	W5 TELEPHONE		2,000.00	2,000.00	2,000.00	1,967.66	1,000.00	2,000.00	2,000.00

			2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
W58310	4270	MISCELLANEOUS EXPENSES	-	-	-	-	-	-	500.00
W58310	4300	W5 CONFERENCES	1,000.00	1,000.00	1,718.00	1,695.00	1,500.00	1,500.00	1,500.00
W58310	4351	BONDING ATTORNEY FEES	-	-	-	1,139.63	-	-	24,750.00
W58310	4800	W5 DATA PROCESS SUPPORT	4,000.00	4,000.00	4,500.00	2,826.45	3,000.00	3,000.00	3,000.00
W58310	4810	DIGITIZATION OF MAPS	2,500.00	2,500.00	2,500.00	-	1,000.00	2,500.00	2,500.00
W58310	4850	W5 ENGINEERING/CONSULTNT	160,000.00	160,000.00	200,000.00	93,990.75	-	50,000.00	50,000.00
W58310	4855	W5 PAYING AGENT FEES	1,250.00	1,250.00	2,500.00	490.00	1,000.00	1,000.00	1,000.00
W58310	4878	W5 BILLCOLECT FEE TO GENRL	22,500.00	22,500.00	22,500.00	-	10,000.00	22,500.00	22,500.00
		Minor Subtotals:	**194,850.00**	**194,850.00**	**236,718.00**	**102,622.94**	**18,100.00**	**83,000.00**	**108,250.00**
		W58310 Major Subtotals:	**280,510.00**	**280,510.00**	**282,383.00**	**132,648.50**	**49,810.00**	**165,140.00**	**188,640.00**
SUPPLY POW PUMP									
W58320	120095	.85 W5 SR WTR TRT PLANT OPERTR	53,660.00	53,660.00	59,024.00	47,913.97	122,490.00	64,000.00	64,000.00
W58320	125095	.85 W5 WTR TRTMT PLANT OPER	42,950.00	42,950.00	45,995.00	38,497.40	47,580.00	48,400.00	48,400.00
W58320	125097	WTR TRMT PLT OPRT (PT)	-	-	-	59.50	-	-	15,000.00
W58320	140095	WTR TRT PLNT OPER TRAINEE(.85)	-	-	-	-	-	-	-
		Minor Subtotals:	**96,610.00**	**96,610.00**	**105,019.00**	**86,470.87**	**170,070.00**	**112,400.00**	**127,400.00**
W58320	2000	EQUIPMENT	110,000.00	110,000.00	300.00	216.61	65,000.00	65,000.00	65,000.00
W58320	2006	WATER WELL SYSTEM IMPROVEMENTS	50,000.00	50,000.00	-	-	50,000.00	-	-
		Minor Subtotals:	**160,000.00**	**160,000.00**	**300.00**	**216.61**	**115,000.00**	**65,000.00**	**65,000.00**
W58320	4166	W5 GEN LIABLE INSURANCE	39,250.00	39,250.00	44,770.00	39,202.23	42,000.00	39,750.00	39,750.00
W58320	4205	W5 INTERNET SERVICE	1,200.00	1,200.00	1,500.00	706.36	1,000.00	5,000.00	5,000.00

				2021 FINAL BUDGET	2021 Modified BUDGET	2022 Modified BUDGET	2022 Appropriated Expenses	2023 Budget Request	2023 Tentative Budget	2023 Preliminary Budget
				FINAL	(as of 10/25/22)	(as of 10/19/22)	(as of 10/19/22)	Final	Final	Final
W58320	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	500.00
W58320	4305	W5 AUTO MAINT & REPAIR		4,000.00	4,000.00	2,000.00	1,733.84	3,000.00	3,000.00	3,000.00
W58320	4500	W5 ELECTRICITY		250,000.00	250,000.00	175,000.00	136,588.69	-	170,000.00	175,000.00
W58320	4600	W5 HEAT & FUEL		8,000.00	8,000.00	8,000.00	4,392.67	10,000.00	10,000.00	10,000.00
W58320	4850	CONSULTANT		15,000.00	15,000.00	15,000.00	-	100,000.00	-	-
W58320	4862	W5 PRNT & PUBLIC NOTICES		650.00	650.00	650.00	(503.03)	650.00	650.00	650.00
W58320	4879	W5 INSTRMNT PUMP MAINT		5,000.00	5,000.00	5,000.00	3,218.00	5,000.00	5,000.00	5,000.00
W58320	4880	W5 EQUIP MAINT & REPAIR		95,000.00	101,950.00	124,700.00	88,852.59	125,000.00	80,000.00	80,000.00
W58320	4881	W5 TEST DRINKING WATER		29,000.00	29,000.00	25,000.00	27,698.63	45,000.00	45,000.00	45,000.00
W58320	4891	W5 WTR PUMP MAINT CNTRCT		3,600.00	3,600.00	3,600.00	4,150.00	4,000.00	4,000.00	4,000.00
W58320	4904	BLDING/GROUNDS MAINT POWER		10,000.00	14,209.80	15,000.00	4,612.07	25,000.00	15,000.00	15,000.00
W58320	4907	OUTSIDE CONTRACTS CITY- SCHDY		70,000.00	70,000.00	90,000.00	57,677.36	90,000.00	62,000.00	62,000.00
			Minor Subtotals:	**530,700.00**	**541,859.80**	**510,220.00**	**368,329.41**	**450,650.00**	**439,400.00**	**444,900.00**
		W58320	Major Subtotals:	**787,310.00**	**798,469.80**	**615,539.00**	**455,016.89**	**735,720.00**	**616,800.00**	**637,300.00**
PURIFICATION										
W58330	4098	W5 CHEMICALS		47,000.00	47,000.00	30,000.00	63,606.00	50,000.00	60,000.00	60,000.00
			Minor Subtotals:	**47,000.00**	**47,000.00**	**30,000.00**	**63,606.00**	**50,000.00**	**60,000.00**	**60,000.00**
		W58330	Major Subtotals:	**47,000.00**	**47,000.00**	**30,000.00**	**63,606.00**	**50,000.00**	**60,000.00**	**60,000.00**
TRANS & DISTRIBUTION										
W58340	100096	W&S MAINT SUPERVISOR		42,280.00	42,280.00	44,030.00	34,815.17	44,060.00	44,060.00	44,060.00
W58340	120096	W5 SR LABORER		30,335.00	30,335.00	31,680.00	63,489.65	67,050.00	67,050.00	67,050.00
W58340	125096	.25 MEO HEAVY LANDFILL		13,970.00	13,970.00	14,511.00	11,490.57	14,520.00	14,520.00	14,520.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
W58340	135596	.65 W5 LABORER		57,150.00	57,150.00	89,385.00	60,162.37	71,050.00	71,050.00	71,050.00
W58340	145096	LABORER PT		3,315.00	3,315.00	-	-	-	-	-
W58340	150096	W5 OVERTIME		50,000.00	50,000.00	60,000.00	32,118.37	60,000.00	60,000.00	60,000.00
			Minor Subtotals:	**197,050.00**	**197,050.00**	**239,606.00**	**202,076.13**	**256,680.00**	**256,680.00**	**256,680.00**
W58340	2000	W5 EQUIPMENT		74,000.00	118,937.52	5,000.00	3,542.07	5,000.00	5,000.00	5,000.00
			Minor Subtotals:	**74,000.00**	**118,937.52**	**5,000.00**	**3,542.07**	**5,000.00**	**5,000.00**	**5,000.00**
W58340	4010	W5 EASEMENTS		4,200.00	4,200.00	6,500.00	6,867.44	6,000.00	6,000.00	6,000.00
W58340	4148	W5 FENCING REPAIRS		2,500.00	2,500.00	-	-	-	-	-
W58340	4270	MISCELLANEOUS EXPENSES		-	-	-	-	-	-	200.00
W58340	4302	W5 GAS OIL LUBE		7,500.00	7,500.00	7,000.00	-	7,000.00	7,000.00	7,000.00
W58340	4305	W5 AUTO EQUIPMENT SUPPLY		4,500.00	4,500.00	8,000.00	12,412.38	6,000.00	6,000.00	6,000.00
W58340	4704	W5 DRUG TESTING PROGRAM		500.00	500.00	500.00	-	500.00	500.00	500.00
W58340	4875	W5 PIPE FITTINGS & VALVES		100,000.00	100,000.00	35,000.00	15,849.37	35,000.00	35,000.00	35,000.00
W58340	4877	W5 HYDRANTS		65,000.00	65,000.00	60,000.00	525.46	60,000.00	60,000.00	60,000.00
W58340	4884	W5 MAINS		20,000.00	20,000.00	42,000.00	-	42,000.00	42,000.00	42,000.00
W58340	4886	W5 LEAK DETECTION		1,200.00	1,200.00	500.00	180.00	500.00	150,000.00	150,000.00
W58340	4887	W5 WTR EQUIP MAINT SUPP		10,000.00	10,000.00	18,000.00	10,165.30	10,000.00	10,000.00	10,000.00
W58340	4888	W5 LG DIAM MAIN REPAIR		20,000.00	20,000.00	18,000.00	-	10,000.00	20,000.00	20,000.00
W58340	4889	W5 BACKFILL/PAVEMENT REP		100,000.00	100,000.00	118,782.00	43,856.40	100,000.00	100,000.00	100,000.00
W58340	4904	W5 BLDGGROUND MAINT SUPPLY		3,000.00	3,000.00	5,000.00	3,779.99	5,000.00	5,000.00	5,000.00
			Minor Subtotals:	**338,400.00**	**338,400.00**	**319,282.00**	**93,636.34**	**282,000.00**	**441,500.00**	**441,700.00**
		W58340	Major Subtotals:	**609,450.00**	**654,387.52**	**563,888.00**	**299,254.54**	**543,680.00**	**703,180.00**	**703,380.00**

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
STATE RETIREMENT										
W59010	800001	W5 RETIREMENT		57,000.00	57,000.00	50,767.00	-	18,110.00	32,545.00	43,400.00
			Minor Subtotals:	**57,000.00**	**57,000.00**	**50,767.00**	**-**	**18,110.00**	**32,545.00**	**43,400.00**
		W59010	Major Subtotals:	**57,000.00**	**57,000.00**	**50,767.00**	**-**	**18,110.00**	**32,545.00**	**43,400.00**
SOCIAL SECURITY										
W59030	800003	W5 SOCIAL SECURITY		24,560.00	24,560.00	29,860.00	23,283.54	32,700.00	34,519.00	34,519.00
			Minor Subtotals:	**24,560.00**	**24,560.00**	**29,860.00**	**23,283.54**	**32,700.00**	**34,519.00**	**34,519.00**
		W59030	Major Subtotals:	**24,560.00**	**24,560.00**	**29,860.00**	**23,283.54**	**32,700.00**	**34,519.00**	**34,519.00**
WORKERS COMP										
W59040	800004	W5 WORKERS COMP		30,000.00	30,000.00	20,400.00	10,303.09	-	22,620.00	20,480.00
			Minor Subtotals:	**30,000.00**	**30,000.00**	**20,400.00**	**10,303.09**	**-**	**22,620.00**	**20,480.00**
		W59040	Major Subtotals:	**30,000.00**	**30,000.00**	**20,400.00**	**10,303.09**	**-**	**22,620.00**	**20,480.00**
INSURANCE										
W59050	800006	W5 UNEMPLOYMENT INSURANCE		-	-	-	-	-	-	-
W59055	800007	W5 DISABILTY INSURANCE		375.00	375.00	370.00	195.50	400.00	400.00	400.00
			Minor Subtotals:	**375.00**	**375.00**	**370.00**	**195.50**	**400.00**	**400.00**	**400.00**
		W5905*	Major Subtotals:	**375.00**	**375.00**	**370.00**	**195.50**	**400.00**	**400.00**	**400.00**
MEDICAL INSURANCE										
W59060	800008	W5 MEDICAL INSURANCE		71,350.00	71,350.00	58,806.00	50,702.83	-	77,260.00	75,200.00
W59060	800009	W5 RETIREE MEDICAL INSURANCE		117,915.00	117,915.00	105,733.00	62,968.32	-	96,090.00	86,550.00
W590601	810001	W5 DENTAL INSURANCE		13,260.00	13,260.00	8,282.00	1,103.25	-	3,640.00	5,540.00
W590602	820001	W5 VISION INSURANCE		2,300.00	2,300.00	1,830.00	1,382.48	-	2,440.00	2,210.00

				2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
			Minor Subtotals:	**204,825.00**	**204,825.00**	**174,651.00**	**116,156.88**	**-**	**179,430.00**	**169,500.00**
		W590602	Major Subtotals:	**204,825.00**	**204,825.00**	**174,651.00**	**116,156.88**	**-**	**179,430.00**	**169,500.00**
DEBT SERVICE BONDS										
W59710	600025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	3,275.00	3,275.00	3,275.00
W59710	619418	20 PRIN WTR SYSTEM IMPROVEMENT		-	-	210,000.00	210,000.00	-	206,080.00	206,080.00
W59710	700025	JUNE 15 2022 SERIAL BONDS		-	-	-	-	16,735.00	16,735.00	16,735.00
W59710	719419	20 INT WTR SYSTEM IMPROVEMENTS		-	-	5,534.00	4,687.94	13,810.71	13,811.00	13,811.00
			Minor Subtotals:	**-**	**-**	**215,534.00**	**214,687.94**	**33,820.71**	**239,901.00**	**239,901.00**
		SW59710	Major Subtotals:	**-**	**-**	**215,534.00**	**214,687.94**	**33,820.71**	**239,901.00**	**239,901.00**
BOND ANTICIPATION NOTES										
W59730	600024	SW5 PRINC '18 WATER WELL		20,000.00	20,000.00	20,000.00	20,000.00	-	-	-
W59730	700024	SW5 INT '18 WATER WELL		9,600.00	9,600.00	4,540.00	633.17	-	-	-
			Minor Subtotals:	**29,600.00**	**29,600.00**	**24,540.00**	**20,633.17**	**-**	**-**	**-**
		W59730	Major Subtotals:	**29,600.00**	**29,600.00**	**24,540.00**	**20,633.17**	**-**	**-**	**-**
INTERFUND TRANSFER										
W59901	900001	INTERFUND TRANSFER TO GENERAL		155,000.00	155,000.00	155,000.00	-	-	130,000.00	130,000.00
W59901	900003	TRANSFER TO RESERVES		100,000.00	100,000.00	100,000.00	-	-	-	-
W59950	900002	TRANSFER TO OTHER FUNDS		-	-	-	-	-	-	-
			Minor Subtotals:	**255,000.00**	**255,000.00**	**255,000.00**	**-**	**-**	**130,000.00**	**130,000.00**
		W59901	Major Subtotals:	**255,000.00**	**255,000.00**	**255,000.00**	**-**	**-**	**130,000.00**	**130,000.00**

Town of Rotterdam 2023 Preliminary Budget

	2021 FINAL BUDGET FINAL	2021 Modified BUDGET (as of 10/25/22)	2022 Modified BUDGET (as of 10/19/22)	2022 Appropriated Expenses (as of 10/19/22)	2023 Budget Request Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
Personal Services	349,320.00	349,320.00	390,290.00	318,572.56	458,460.00	451,220.00	464,470.00
Equipment & Other Capital Outlay	264,000.00	308,937.52	5,300.00	3,758.68	120,000.00	70,000.00	70,000.00
Contractual Expenditures	1,113,950.00	1,125,109.80	1,097,220.00	629,836.26	800,750.00	1,026,900.00	1,057,850.00
Fringe Benefits	316,760.00	316,760.00	276,048.00	149,939.01	51,210.00	269,514.00	268,299.00
Debt Service	29,600.00	29,600.00	240,074.00	235,321.11	33,820.71	239,901.00	239,901.00
Other Items	255,000.00	255,000.00	255,000.00	-	-	130,000.00	130,000.00
WATER DISTRICT 5 FUND TOTAL	**2,328,630.00**	**2,384,727.32**	**2,263,932.00**	**1,337,427.62**	**1,464,240.71**	**2,187,535.00**	**2,230,520.00**
ALL FUNDS							
Personal Services	10,020,709.00	9,956,582.68	9,982,267.55	7,552,645.96	9,886,804.00	10,452,935.00	10,441,885.00
Equipment & Other Capital Outlay	1,975,651.00	2,492,498.56	713,333.45	232,531.57	1,622,973.00	1,191,300.00	1,335,800.00
Contractual Expenditure	6,325,791.00	6,475,908.50	8,544,174.55	5,104,834.28	7,181,020.00	7,339,900.00	7,597,920.00
Fringe Benefits	7,234,779.00	7,234,779.00	7,010,223.45	3,503,166.53	5,239,880.00	6,945,985.00	6,846,969.00
Debt Service	1,110,832.00	1,110,832.00	1,357,800.00	972,451.55	1,003,084.46	1,209,166.00	1,209,166.00
Other Items	463,550.00	463,550.00	459,550.00	-	-	365,000.00	351,000.00
TOTAL ALL FUNDS	**27,131,312.00**	**27,734,150.74**	**28,067,349.00**	**17,365,629.89**	**24,933,761.46**	**27,504,286.00**	**27,782,740.00**

			2021 Revenue Received as of 09/12/22	2022 Final Budget Final	2022 Modified Budget as of 9/29/22	2022 Revenue Received as of 10/06/22	2023 Budget Requests Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
FUND:	A	GENERAL FUND							
A1001	100100	PROPERTY TAXES	7,181,780.00	8,823,349.00	8,823,349.00	-	-	8,652,054.00	8,856,363.00
A1081	108100	PILOT PROGRAM	770,968.98	837,120.00	837,120.00	-	810,066.00	810,066.00	810,066.00
A1090	109000	LATE PENALTIES-TAXES	67,715.65	70,000.00	70,000.00	-	70,000.00	70,000.00	70,000.00
A1120	112000	SALES TAX	2,968,041.45	3,672,389.00	3,672,389.00	-	3,775,000.00	3,775,000.00	3,775,000.00
A1170	117000	FRANCHISES	-	540,000.00	540,000.00	-	560,000.00	560,000.00	560,000.00
A1230	123000	SUPERVISOR & COMPTROLLER FEES	21.60	-	-	-	-	-	-
A1232	123200	TAX COLLECTOR FEES	11,479.87	15,000.00	15,000.00	-	12,000.00	12,000.00	12,000.00
A1255	125500	TOWN CLERKS FEES	17,153.98	13,000.00	13,000.00	-	15,000.00	15,000.00	15,000.00
A1520	152000	POLICE FEES	1,760.45	2,000.00	2,000.00	-	6,500.00	6,500.00	6,500.00
A1520	152001	POLICE ALARM FEES	14,386.00	13,000.00	13,000.00	-	13,000.00	13,000.00	13,000.00
A1520	152003	POLICE SERVICES-PBA DETAILS	19,500.00	15,000.00	15,000.00	-	15,000.00	15,000.00	15,000.00
A1520	152005	FALSE BURGLAR ALARM FEES	-	-	-	-	-	-	-
A1550	155000	DOG CONTROL FEES	3,020.00	1,500.00	1,500.00	-	2,500.00	2,500.00	2,500.00
A1560	156000	SAFETY INSPECTION FEES	223,213.34	200,000.00	200,000.00	-	200,000.00	200,000.00	200,000.00
A1560	157000	DEMOLITION CHARGES-BUILDINGS	-	-	-	-	-	-	-
A1989	198900	SR.CITIZEN'S CENTER CAFE	-	-	-	-	-	-	-
A2001	200100	PARKLAND FEES	49,950.00	-	-	-	-	-	-
A2001	200101	PARK AND RECREATION PROG.FEES	-	1,500.00	1,500.00	-	-	-	-
A2110	211000	ZONING FEES	23,873.44	15,000.00	15,000.00	(200.00)	20,000.00	20,000.00	20,000.00
A2115	211500	PLANNING BOARD FEES	3,851.44	7,000.00	7,000.00	-	5,000.00	5,000.00	5,000.00
A2130	213000	YARD WASTE RECYCLING FEES	-	-	-	-	-	-	-
A2260	226000	POLICE SERVICES-OTHER GOV'TS.	191,566.86	208,285.00	208,285.00	-	195,000.00	195,000.00	195,000.00
A2352	235200	STOP D.W.I. PROGRAM	6,526.46	-	-	-	6,500.00	6,500.00	6,500.00
A2362	236200	CULTURAL PROGRAM FUNDING	-	1,500.00	1,500.00	-	1,000.00	1,000.00	1,000.00
A2401	240100	INTEREST & EARNINGS	1,126.68	1,155.00	1,155.00	-	10,000.00	13,500.00	13,500.00
A2401	240101	INTEREST-ASSET FORFEITURE ACCT	4.25	-	-	-	-	-	-
A2401	240107	INTEREST-GEN.FUND/GE DEBT SAV.	-	-	-	-	-	-	-

			2021 Revenue Received as of 09/12/22	2022 Final Budget Final	2022 Modified Budget as of 9/29/22	2022 Revenue Received as of 10/06/22	2023 Budget Requests Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A2401	240110	INTEREST-EMP.BENEFIT LIAB.RES.	12.38	-	-	-	-	-	-
A2401	240111	RESERVE REPAIR INTEREST	64.80	-	-	-	-	-	-
A2401	240112	BRUSH DUMP CLOSURE INTEREST	-	-	-	-	-	-	-
A2401	240124	INTEREST ON DEPOSITS-HO104	0.03	-	-	-	-	-	-
A2401	240126	INTEREST ON DEPOSITS-HO110	0.63	-	-	-	-	-	-
A2401	240127	INTEREST ON DEPOSITS-HO108	2.32	-	-	-	-	-	-
A2401	240129	INTEREST ON DEPOSITS-HO116	0.67	-	-	-	-	-	-
A2401	240130	INTEREST ON DEPOSITS-HO117	-	-	-	-	-	-	-
A2401	240132	INTEREST ON DEPOSITS-HO118	0.98	-	-	-	-	-	-
A2401	240137	PARKLAND ACCOUNT INTEREST	12.90	-	-	-	-	-	-
A2401	240139	INTEREST ON DEPOSITS-HO123	0.43	-	-	-	-	-	-
A2401	240158	INTEREST ON DEPOSITS-HO58	1.25	-	-	-	-	-	-
A2401	240169	INTEREST ON DEPOSIT-HO107	12.51	-	-	-	-	-	-
A2401	240170	INTEREST ON DEPOSITS-HO111	25.77	-	-	-	-	-	-
A2401	240172	INTEREST ON DEPOSITS-HO113	0.67	-	-	-	-	-	-
A2401	240173	INTEREST ON DEPOSITS-HO114	3.08	-	-	-	-	-	-
A2401	240188	INTEREST ON DEPOSITS-HO88	-	-	-	-	-	-	-
A2401	240195	INTEREST ON DEPOSITS-HO95	0.35	-	-	-	-	-	-
A2401	240196	LANDFILL POSTCLOSURE INTEREST	9.52	-	-	-	-	-	-
A2410	241000	RENTAL OF REAL PROPERTY	-	-	-	-	-	-	-
A2440	244000	RENTAL OF ROOMS-SR.CITIZEN CTR	1,300.00	2,925.00	2,925.00	-	1,300.00	2,925.00	2,925.00
A2530	253000	GAMES OF CHANCE	60.00	50.00	50.00	-	-	-	-
A2540	254000	BINGO LICENSES	-	-	-	-	-	-	-
A2544	254400	DOG LICENSES	27,158.00	15,000.00	15,000.00	-	25,000.00	25,000.00	25,000.00
A2545	254500	OTHER LICENSES	3,775.00	6,000.00	6,000.00	-	5,000.00	5,000.00	5,000.00
A2590	259000	PERMITS	19,711.92	20,000.00	20,000.00	-	60,000.00	60,000.00	60,000.00
A2590	259001	WELL PERMITS	-	200.00	200.00	-	-	-	-
A2610	261000	FINES,FEES & FORFEITED BAIL	165,944.00	300,000.00	300,000.00	-	500,000.00	400,000.00	400,000.00
A2611	261100	DOG CASES	200.00	3,000.00	3,000.00	-	1,000.00	1,000.00	1,000.00

			2021 Revenue Received as of 09/12/22	2022 Final Budget Final	2022 Modified Budget as of 9/29/22	2022 Revenue Received as of 10/06/22	2023 Budget Requests Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A2612	261200	DRIVER RESPONSIBILITY FEES	65,072.00	175,000.00	175,000.00	-	70,000.00	70,000.00	70,000.00
A2620	262000	FORFEITURES OF BID DEPOSITS	-	100.00	100.00	-	-	-	-
A2650	265000	SALE OF SCRAP	411.05	200.00	200.00	-	-	-	-
A2651	265100	SALE OF MATERIAL FOR RECYCLING	-	-	-	-	-	-	-
A2655	265500	MINOR SALES	-	-	-	-	-	-	-
A2655	265503	SALE OF COMPOSTING MATERIAL	-	-	-	-	-	-	-
A2660	266000	SALE OF REAL PROPERTY	-	700,000.00	700,000.00	-	-	-	-
A2665	266500	SALE OF EQUIPMENT	8,707.50	4,000.00	4,000.00	-	10,000.00	10,000.00	10,000.00
A2680	268000	INSURANCE RECOVERIES	5,629.54	18,000.00	18,000.00	-	18,000.00	18,000.00	18,000.00
A2701	270100	REFUND OF PRIOR YEAR EXPENSES	39,068.49	5,000.00	5,000.00	-	5,000.00	705,000.00	761,250.00
A2705	270500	SENIOR'S OUTREACH PROGRAM	-	500.00	500.00	-	-	-	-
A2705	270503	DONATIONS	-	-	-	-	-	-	-
A2705	270504	DONATIONS FOR POLICE DEPT.	-	-	-	-	-	-	-
A2750	275000	AIM RELATED PAYMENTS	346,890.00	-	-	-	-	-	-
A2770	277000	OTHER UNCLASSIFIED REVENUE	7,677.47	-	-	-	10,000.00	10,000.00	10,000.00
A2801	280100	W/5 RENT COLLECTION EXP.	25,000.00	25,000.00	25,000.00	-	25,000.00	25,000.00	25,000.00
A3001	300100	NYS REVENUE SHARING	-	173,000.00	173,000.00	-	173,000.00	173,000.00	173,000.00
A3005	300500	MORTGAGE TAX	1,142,601.36	800,000.00	800,000.00	-	900,000.00	900,000.00	900,000.00
A3306	330600	HOMELAND SECURITY GRANTS	-	-	-	-	-	-	-
A3389	338900	POLICE GRANTS-NYS	-	-	-	-	5,000.00	5,000.00	5,000.00
A3389	338901	COUNTY ASSET FORFEITURE PROG.	400.00	-	-	-	-	-	-
A3389	338902	CHILD PASSENGER SAFETY PROGRAM	-	-	-	-	3,000.00	3,000.00	3,000.00
A3389	338903	SCH'DY CO. TASK FORCE	-	75,000.00	75,000.00	-	-	110,000.00	110,000.00
A3389	338905	SCH'DY CO. GRANTS	1,000.00	-	-	-	-	-	-
A3389	338906	NYS GRANTS	-	-	-	-	-	-	-
A3820	382000	YOUTH PROGRAMS	-	-	-	-	-	-	-
A3960	396000	STATE EMERGENCY DISASTER AID	-	-	-	-	-	-	-
A3989	398900	HOME & COMM.STATE AID GRANTS	-	-	-	-	-	-	-
A4320	432000	US DEPT.OF JUSTICE GRANTS	3,742.08	2,094.00	2,094.00	-	5,000.00	5,000.00	5,000.00

		Town of Rotterdam 2023 Preliminary Budget			REVENUE SECTION				
			2021 Revenue Received as of 09/12/22	2022 Final Budget Final	2022 Modified Budget as of 9/29/22	2022 Revenue Received as of 10/06/22	2023 Budget Requests Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
A4320	432002	FEDERAL ASSET FORFEITURE	-	-	-	-	-	-	-
A4320	432005	US HOMELAND SECURITY GRANTS	-	-	-	-	-	-	-
A4960	496000	EMERGENCY DISASTER ASSISTANCE	-	-	-	-	-	-	-
A4989	498900	FEDERAL AID-HOME&COMM.GRANTS	-	1,530,822.00	1,530,822.00	-	-	-	-
A5031	503100	INTERFUND TRANSFERS	-	361,550.00	361,550.00	-	-	365,000.00	365,000.00
		GENERAL FUND TOTALS:	**13,420,437.15**	**18,654,239.00**	**18,654,239.00**	**-200.00**	**7,532,866.00**	**17,265,045.00**	**17,525,604.00**

			2021 Revenue Received as of 09/12/22	2022 Final Budget Final	2022 Modified Budget as of 9/29/22	2022 Revenue Received as of 10/06/22	2023 Budget Requests Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
FUND:	DA	HIGHWAY FUND							
DA1001	100100	PROPERTY TAXES	3,880,733.00	3,781,149.00	3,781,149.00	-	-	3,920,718.00	3,720,147.00
DA1081	108100	PILOT PROGRAM	311,481.82	314,501.00	314,501.00	-	299,934.00	315,254.00	315,254.00
DA2401	240100	INTEREST & EARNINGS	283.30	345.00	345.00	-	3,500.00	-	-
DA2401	240108	INTEREST-HWY FUND/GE DEBT SAV.	-	-	-	-	-	-	-
DA2401	240109	EQUIPMENT RESERVE INTEREST	49.33	-	-	-	-	-	-
DA2401	240111	RESERVE REPAIR INTEREST	10.63	-	-	-	-	-	-
DA2401	240113	DRAINAGE(CLOSEDHO62)INTEREST	-	-	-	-	-	-	-
DA2401	240122	INTEREST ON DEPOSITS-HO102	0.37	-	-	-	-	-	-
DA2401	240165	INTEREST ON DEPOSITS-HO65	0.12	-	-	-	-	-	-
DA2401	240167	INTEREST ON DEPOSIT-HO67	0.08	-	-	-	-	-	-
DA2401	240171	INTEREST ON DEPOSITS-HO112	2.21	-	-	-	-	-	-
DA2401	240184	INTEREST ON DEPOSITS-HO84	0.58	-	-	-	-	-	-
DA2401	240187	INTEREST ON DEPOSITS-HO87	0.24	-	-	-	-	-	-
DA2401	240189	INTEREST ON DEPOSITS-HO89	0.20	-	-	-	-	-	-
DA2401	240193	INTEREST ON DEPOSITS-HO93	1.95	-	-	-	-	-	-
DA2401	240197	INTEREST ON DEPOSITS-HO97	-	-	-	-	-	-	-
DA2590	259002	PERMITS AND LICENSES	2,500.00	3,000.00	3,000.00	-	3,000.00	3,000.00	3,000.00
DA2650	265000	SALE OF SCRAP	1,554.60	1,000.00	1,000.00	-	1,500.00	1,500.00	1,500.00
DA2665	266500	SALE OF EQUIPMENT	-	-	-	-	-	-	-
DA2680	268000	INSURANCE RECOVERIES	1,823.14	10,000.00	10,000.00	-	10,000.00	10,000.00	10,000.00
DA2701	270100	REFUND OF PRIOR YEAR EXPENSES	-	-	-	-	-	-	-
DA2770	277000	OTHER UNCLASSIFIED REVENUE	90.00	-	-	-	-	-	-
DA2801	280100	INTERFUND REVENUES	-	-	-	-	-	-	-
DA3089	308900	STATE AID-GRANTS	-	-	-	-	-	-	-
DA3501	350100	CHIPS PROGRAM	260,130.31	296,867.00	296,867.00	-	296,823.00	296,823.00	296,823.00

		Town of Rotterdam 2023 Preliminary Budget			REVENUE SECTION				
			2021 Revenue Received as of 09/12/22	2022 Final Budget Final	2022 Modified Budget as of 9/29/22	2022 Revenue Received as of 10/06/22	2023 Budget Requests Final	2023 Tentative Budget Final	2023 Preliminary Budget Final
DA3589	358900	HIGHWAY STATE AID GRANTS	-	-	-	-	-	-	-
DA3960	396000	STATE EMERGENCY DISASTER AID	-	-	-	-	-	-	-
DA4960	496000	EMERGENCY DISASTER ASSISTANCE	-	-	-	-	-	-	-
DA5031	503100	INTERFUND TRANSFERS	-	-	-	-	-	-	-
		HIGHWAY FUND TOTALS:	**4,458,661.88**	**4,406,862.00**	**4,406,862.00**	**0.00**	**614,757.00**	**4,547,295.00**	**4,346,724.00**

		Town of Rotterdam 2023 Preliminary Budget			REVENUE SECTION				
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FUND:	SD1	SPECIAL DRAINAGE 1							
SD11001	100100	PROPERTY TAXES	6,160.01	-	-	-	-	10,500.00	10,500.00
SD12401	240100	INTEREST & EARNINGS	2.16	-	-	-	-	-	-
		SPECIAL DRAINAGE 1 FUND TOTALS:	**6,162.17**	**0.00**	**0.00**	**0.00**	**0.00**	**10,500.00**	**10,500.00**
FUND:	SF	SPECIAL FIRE PROTECTION							
SF1001	100100	PROPERTY TAXES	43,480.00	-	-	-	-	-	-
SF2401	240100	INTEREST & EARNINGS	1.55	-	-	-	-	-	-
		SPECIAL FIRE PROTECTION FUND TOTALS:	**43,481.55**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FUND:	SIA	SPECIAL IMPROVEMENT DISTRICT							
SIA1001	100100	PROPERTY TAXES	-	55,275.00	55,275.00	-	-	37,101.00	37,101.00
SIA2401	240100	INTEREST & EARNINGS	36.75	-	-	-	-	-	-
		SPECIAL LIGHTING DIST. FUND TOTALS:	**36.75**	**55,275.00**	**55,275.00**	**0.00**	**0.00**	**37,101.00**	**37,101.00**
FUND:	SL	SPECIAL LIGHTING DIST.							
SL1001	100100	PROPERTY TAXES	151,700.55	163,977.00	163,977.00	-	-	180,000.00	180,000.00
SL2401	240100	INTEREST & EARNINGS	18.45	23.00	23.00	-	-	-	-
		SPECIAL LIGHTING DIST. FUND TOTALS:	**151,719.00**	**164,000.00**	**164,000.00**	**0.00**	**0.00**	**180,000.00**	**180,000.00**

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FUND:	SS2	SEWER DISTRICT 2							
S21001	100100	PROPERTY TAXES	986,596.66	144,479.00	144,479.00	-	-	947,984.00	-
S22120	212000	SEWER RENTS	286,075.22	1,487,978.00	1,487,978.00	-	275,000.00	275,000.00	275,000.00
S22122	212200	SEWER CONNECTION CHARGES	57,750.00	5,000.00	5,000.00	-	25,000.00	25,000.00	25,000.00
S22128	212800	INTEREST & PENALTIES ON RENTS	802.49	1,000.00	1,000.00	-	2,000.00	2,000.00	2,000.00
S22401	240100	INTEREST & EARNINGS	202.24	236.00	236.00	-	1,500.00	1,500.00	1,500.00
S22401	240111	RESERVE REPAIR INTEREST	135.72	-	-	-	-	-	-
S22401	240121	INTEREST ON DEPOSITS-HO101	-	-	-	-	-	-	-
S22401	240135	INTEREST ON DEPOSITS-HO121	2.85	-	-	-	-	-	-
S22401	240136	INTEREST ON DEPOSITS-HO122	1.39	-	-	-	-	-	-
S22401	240157	INTEREST ON DEPOSITS-HO57	0.04	-	-	-	-	-	-
S22401	240197	INTEREST ON DEPOSITS-HO97	0.18	-	-	-	-	-	-
S22401	240198	INTEREST ON DEPOSITS-HO98	-	-	-	-	-	-	-
S22401	240199	INTEREST ON DEPOSITS-HO99	-	-	-	-	-	-	-
S22590	259000	SEPTAGE DELIVERY PERMITS	930.00	-	-	-	1,000.00	1,000.00	1,000.00
S22650	265000	SALE OF SCRAP	-	-	-	-	-	-	-
S22650	266500	SALE OF EQUIPMENT	-	-	-	-	-	-	-
S22680	268000	INSURANCE RECOVERIES	6,230.00	500.00	500.00	-	1,000.00	1,000.00	1,000.00
S22700	270000	REIM.OF MEDICARE PART D EXP.	-	-	-	-	-	-	-
S22701	270100	REFUND OF PRIOR YEAR EXPENSES	-	5,000.00	5,000.00	-	5,000.00	5,000.00	5,000.00
S22770	277000	OTHER UNCLASSIFIED REVENUE	3,644.99	-	-	-	5,000.00	5,000.00	5,000.00
S22770	277001	SEPTAGE DELIVERIES	7,470.00	8,000.00	8,000.00	-	10,000.00	10,000.00	10,000.00
S22801	280100	INTERFUND REVENUES	-	4,000.00	4,000.00	-	4,000.00	4,000.00	4,000.00
S23089	308900	STATE AID-GRANTS	-	-	-	-	-	-	-
S24960	496000	EMERGENCY DISASTER ASSISTANCE	-	-	-	-	-	-	-
S25031	503100	INTERFUND TRANSFERS	-	-	-	-	-	-	-
S23960	396000	STATE EMERGENCY DISASTER AID	-	-	-	-	-	-	-
		SEWER DISTRICT 2 FUND TOTALS:	**1,349,841.78**	**1,656,193.00**	**1,656,193.00**	**0.00**	**329,500.00**	**1,277,484.00**	**329,500.00**

		Town of Rotterdam 2023 Preliminary Budget			REVENUE SECTION				
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FUND:	SS2X2	SEWER DISTRICT 2X2							
SS221001	100100	PROPERTY TAXES	-	-	-	-	-	-	-
SS222401	240100	INTEREST & EARNINGS	0.11	-	-	-	-	-	-
SS22590	259003	SEPTIC PERMITS	-	-	-	-	-	-	-
		SEWER DISTRICT 2X2 FUND TOTALS:	**0.11**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FUND:	SS2X3	SEWER DISTRICT 2X3							
SS232401	240100	INTEREST & EARNINGS	1.58	-	-	-	-	-	-
		SEWER DISTRICT 2X3 FUND TOTALS:	**1.58**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
FUND:	SS2X6	SEWER DISTRICT 2X6							
SS261001	100100	PROPERTY TAXES	40,365.01	-	-	-	-	34,498.00	-
SS262120	212000	SEWER RENTS	6,659.23	-	-	-	15,000.00	15,000.00	-
SS262122	212200	SEWER CONNECTION CHARGES	-	-	-	-	-	-	-
S262128	212800	INTEREST & PENALTIES ON RENTS	-	-	-	-	-	-	-
SS262401	240100	INTEREST & EARNINGS	17.27	-	-	-	-	-	-
SS262401	240140	INTEREST ON DEPOSITS-HO124	13.56	-	-	-	-	-	-
		SEWER DISTRICT 2X6 FUND TOTALS:	**47,055.07**	**0.00**	**0.00**	**0.00**	**15,000.00**	**49,498.00**	**0.00**

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FUND:	SS2X7	SEWER DISTRICT 2X7							
SS271001	100100	PROPERTY TAXES	16,415.00	25,700.00	25,700.00	-	-	-	-
SS272122	212200	SEWER CONNECTION CHARGES	-	-	-	-	-	-	-
SS272401	240100	INTEREST & EARNINGS	5.46	-	-	-	-	-	-
SS272401	240176	INTEREST ON DEPOSITS-HO76	1.16	-	-	-	-	-	-
		SEWER DISTRICT 2X7 FUND TOTALS:	**16,421.62**	**25,700.00**	**25,700.00**	**0.00**	**0.00**	**0.00**	**0.00**
FUND:	SS3	SEWER DISTRICT 3							
S31001	100100	PROPERTY TAXES	30,841.60	-	-	-	-	5,900.00	-
S32120	212000	SEWER RENTS	2,378.00	43,000.00	43,000.00	-	40,000.00	40,000.00	46,000.00
S32122	212200	SEWER CONNECTION CHARGES	-	-	-	-	-	-	-
S32128	212800	INTEREST & PENALTIES ON RENTS	3.87	-	-	-	-	-	-
S32401	240100	INTEREST & EARNINGS	10.12	-	-	-	100.00	100.00	100.00
S32701	270100	REFUND OF PRIOR YEAR EXPENSES	-	-	-	-	-	-	-
S35031	503100	INTERFUND TRANSFERS	-	-	-	-	-	-	-
		SEWER DISTRICT 3 FUND TOTALS:	**33,233.59**	**43,000.00**	**43,000.00**	**0.00**	**40,100.00**	**46,000.00**	**46,100.00**
FUND:	SS4	SEWER DISTRICT 4							
S41001	100100	PROPERTY TAXES	4,033.08	-	-	-	-	3,900.00	-
S42120	212000	SEWER RENTS	-	4,200.00	4,200.00	-	-	5,000.00	4,900.00
S42128	212800	INTEREST & PENALTIES ON RENTS	0.43	-	-	-	-	-	-
S42401	240100	INTEREST & EARNINGS	0.28	-	-	-	-	-	-
		SEWER DISTRICT 4 FUND TOTALS:	**4,033.79**	**4,200.00**	**4,200.00**	**0.00**	**0.00**	**8,900.00**	**4,900.00**

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FUND:	SS5	SEWER DISTRICT 5							
S51001	100100	PROPERTY TAXES	770.00	-	-	-	-	-	-
S52120	212000	SEWER RENTS	23,661.30	28,900.00	28,900.00	-	25,000.00	25,000.00	25,000.00
S52128	212800	INTEREST & PENALTIES ON RENTS	-	-	-	-	-	-	-
S52401	240100	INTEREST & EARNINGS	5.71	-	-	-	-	-	-
		SEWER DISTRICT 5 FUND TOTALS:	**24,437.01**	**28,900.00**	**28,900.00**	**0.00**	**25,000.00**	**25,000.00**	**25,000.00**
FUND:	SS6	SEWER DISTRICT 6							
S61001	100100	PROPERTY TAXES	-	23,360.00	23,360.00	-	-	-	31,498.00
S62120	212000	SEWER RENTS	469.29	15,500.00	15,500.00	-	-	-	-
S62122	212200	SEWER CONNECTION CHARGES	-	-	-	-	-	-	25,000.00
S62128	212800	INTEREST & PENALTIES ON RENTS	-	-	-	-	-	-	-
S62401	240100	INTEREST & EARNINGS	-	-	-	-	-	-	-
S62401	240140	INTEREST ON DEPOSITS-HO124	-	-	-	-	-	-	-
		SEWER DISTRICT 6 FUND TOTALS:	**469.29**	**38,860.00**	**38,860.00**	**0.00**	**0.00**	**0.00**	**56,498.00**
FUND:	SS7	SEWER DISTRICT 7							
S71001	100100	PROPERTY TAXES	183,750.39	169,515.00	169,515.00	-	-	241,423.00	238,223.00
S72120	212000	SEWER RENTS	3,252.98	19,885.00	19,885.00	-	-	20,000.00	23,200.00
S72122	212200	SEWER CONNECTION CHARGES	-	-	-	-	-	-	-
S72128	212800	INTEREST & PENALTIES ON RENTS	38.43	-	-	-	-	-	-
S72401	240100	INTEREST & EARNINGS	41.07	15.00	15.00	-	-	-	-
S72401	240120	INTEREST ON DEPOSITS-HO100	28.67	-	-	-	-	-	-
S72770	270000	OTHER UNCLASSIFIED REVENUE	-	-	-	-	-	-	-
		SEWER DISTRICT 7 FUND TOTALS:	**187,111.54**	**189,415.00**	**189,415.00**	**0.00**	**0.00**	**261,423.00**	**261,423.00**

		Town of Rotterdam 2023 Preliminary Budget			REVENUE SECTION				
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FUND:	SW3	WATER DISTRICT 3							
W31001	100100	PROPERTY TAXES	331,583.96	102,080.00	102,080.00	-	-	277,745.00	-
W32140	214000	METERED WATER SALES	70,907.37	297,779.00	297,779.00	-	75,000.00	75,000.00	75,000.00
W32142	214200	UNMETERED WATER SALES	-	64,735.00	64,735.00	-	15,000.00	15,000.00	287,396.00
W32144	214400	WATER SERVICE CHARGES	-	-	-	-	-	-	-
W32148	214800	PENALTIES ON WATER RENTS	592.92	600.00	600.00	-	600.00	600.00	600.00
W32401	240100	INTEREST & EARNINGS	78.70	80.00	80.00	-	-	-	-
W32401	240111	RESERVE REPAIR INTEREST	5.87	-	-	-	-	-	-
W32401	240133	INTEREST ON DEPOSITS-HO119	5.07	-	-	-	-	-	-
W32401	240197	INTEREST ON DEPOSITS-HO97	0.18	-	-	-	-	-	-
W32701	270100	REFUND OF PRIOR YEAR EXPENSES	-	-	-	-	-	-	-
W32665	266500	SALE OF SCRAP	-	-	-	-	-	-	-
W32665	266500	SALE OF EQUIPMENT	-	-	-	-	-	-	-
W32680	268000	INSURANCE RECOVERIES	-	-	-	-	-	-	-
W32770	277000	OTHER UNCLASSIFIED REVENUE	-	-	-	-	-	-	-
W33960	396000	STATE EMERGENCY DISASTER AID	-	-	-	-	-	-	-
W33989	398900	HOME & COMM.STATE AID GRANTS	-	-	-	-	-	-	-
W34960	496000	EMERGENCY DISASTER ASSISTANCE	-	-	-	-	-	-	-
W35031	503100	INTERFUND TRANSFERS	-	-	-	-	-	-	-
		WATER DISTRICT 3 FUND TOTALS:	**403,174.07**	**465,274.00**	**465,274.00**	**0.00**	**90,600.00**	**368,345.00**	**362,996.00**

		Town of Rotterdam 2023 Preliminary Budget			REVENUE SECTION				
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FUND:	SW4	WATER DISTRICT 4							
W41001	100100	PROPERTY TAXES	16,325.18	16,350.00	16,350.00	-	-	15,800.00	15,800.00
W42140	214000	METERED WATER SALES	-	-	-	-	-	-	-
W42142	214200	UNMETERED WATER SALES	-	-	-	-	-	-	-
W42144	214400	WATER SERVICE CHARGES	-	-	-	-	-	-	-
W42148	214800	INTEREST ON WATER RENTS	-	-	-	-	-	-	-
W42401	240100	INTEREST & EARNINGS	1.78	-	-	-	-	-	-
		WATER DISTRICT 4 FUND TOTALS:	**16,326.96**	**16,350.00**	**16,350.00**	**0.00**	**0.00**	**15,800.00**	**15,800.00**

		Town of Rotterdam 2023 Preliminary Budget			REVENUE SECTION				
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FUND:	SW5	WATER DISTRICT 5							
W51001	100100	PROPERTY TAXES	785,365.46	-	-	-	-	-	-
W52140	214000	METERED WATER SALES	94,291.40	354,759.00	354,759.00	-	350,000.00	246,535.00	246,535.00
W52142	214200	UNMETERED WATER SALES	-	1,307,008.00	1,307,008.00	-	1,500,000.00	1,308,000.00	1,357,619.00
W52144	214400	WATER CONNECTION CHARGES	7,025.00	-	-	-	20,000.00	20,000.00	20,000.00
W52148	214800	INTEREST ON WATER RENTS	232.40	10,000.00	10,000.00	-	10,000.00	10,000.00	10,000.00
W52378	237800	WATER SERVICES, OTHER GOV'TS	170,937.00	345,000.00	345,000.00	-	350,000.00	350,000.00	350,000.00
W52401	240100	INTEREST & EARNINGS	345.82	225.00	225.00	-	-	-	-
W52401	240111	RESERVE REPAIR INTEREST	848.63	-	-	-	-	-	-
W52401	240114	INTEREST ON W5 RESERVE REPAIR	-	-	-	-	-	-	-
W52401	240125	INTEREST ON DEPOSITS-HO106	2.15	-	-	-	-	-	-
W52401	240134	INTEREST ON DEPOSITS-HO120	3.24	-	-	-	-	-	-
W52401	240168	INTEREST ON DEPOSITS-HO105	106.62	-	-	-	-	-	-
W52401	240171	INTEREST ON DEPOSITS-HO112	2.20	-	-	-	-	-	-
W52401	240197	INTEREST ON DEPOSITS-HO97	0.18	-	-	-	-	-	-
W52410	241000	RENTAL OF REAL PROPERTY	260,538.09	243,940.00	243,940.00	-	250,000.00	250,000.00	250,000.00
W52650	265000	SALE OF SCRAP	-	1,000.00	1,000.00	-	1,000.00	1,000.00	1,000.00
W52665	266500	SALE OF EQUIPMENT	-	-	-	-	-	-	-
W52680	268000	INSURANCE RECOVERIES	-	2,000.00	2,000.00	-	2,000.00	2,000.00	2,000.00
W52701	270100	REFUND OF PRIOR YEAR EXPENSES	-	-	-	-	-	-	-
W52770	277000	OTHER UNCLASSIFIED REVENUE	-	-	-	-	-	-	-
W52801	280100	INTERFUND REVENUES	-	-	-	-	-	-	-

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W53389	338906	NYS GRANTS	-	-	-	-	-	-	-
W53960	396000	STATE EMERGENCY DISASTER AID	-	-	-	-	-	-	-
W53989	398900	HOME & COMM.STATE AID GRANTS	-	-	-	-	-	-	-
W54960	496000	EMERGENCY DISASTER ASSISTANCE	-	-	-	-	-	-	-
W55031	503100	INTERFUND TRANSFERS	-	-	-	-	-	-	-
		WATER DISTRICT 5 FUND TOTALS:	**1,319,698.19**	**2,263,932.00**	**2,263,932.00**	**0.00**	**2,483,000.00**	**2,187,535.00**	**2,237,154.00**
		TOTAL ALL FUNDS REVENUE:	**21,482,303.10**	**28,012,200.00**	**28,012,200.00**	**(200.00)**	**11,130,823.00**	**26,279,926.00**	**25,439,300.00**

Estimated Taxable Values

Code	Taxable Value		Description
12/3/2021	$1,881,287,648		Homestead Taxable
12/3/2021	$556,164,363		Non-Homestead Taxable
CI300	$3,455,000		Water Dist 3 D.S.
CI400	38	Units	Water Dist 4 D.S.
CI500	$81,824,800		Water Dist 5 D.S.
CL100	$1,003,575,966		Light District 1
CW300	508	Units	Water Dist 3 O&M
CW400	35	Units	Water Dist 4 O&M
CW500	12818	Units	Water Dist 5 O&M
DS201	7105.75	Units	Sewer Dist 2 Ext. 1 D.S.
DS202	341.03	Units	Sewer Dist 2 Ext. 2 D.S.
DS207	249.87	Units	Sewer Dist 2 Ext. 7 D.S.
DS600	21.06	Units	Sewer Dist 6 D.S.
DS700	801	Units	Sewer District 7 D.S.
FD100	$109,690,849		Fire District 1
FD200	$858,338,358		Fire District 2
FD300	$550,511,931		Fire District 3
FD400	$18,040,270		Fire District 4
FD401	$6,077,608		Fire District 4 Ext 1
FD500	$237,858,503		Fire District 5
FD600	$658,168,626		Fire District 6
FD603	$16,657,000		Fire District 6 Ext 3
FD700	$249,482,546		Fire District 7
FD701	$711,000		Fire District 7 Ext 1
FD800	$39,504,868		Fire District 8
SD100	31	Units	Special Drainage District
SW200	3039.04	Units	Sewer District 2
SW201	161.00	Units	Sewer District 2 Ext. 1
SW202	339.03	Units	Sewer Dist 2 Ext. 2
SW203	137.70	Units	Sewer Dist 2 Ext. 3
SW207	57.41	Units	Sewer Dist 2 Ext. 7
SW208	8.9	Units	Sewer District 2 Ext. 8
SW212	184	Units	Sewer District 2 Ext 12
SW300	182.00	Units	Sewer District 3
SW400	9.00	Units	Sewer District 4
SW500	5.50	Units	Sewer District 5
SW600	21.06	Units	Sewer Dist 6
SW700	232	Units	Sewer District 7 O&M
SWSIA	108.00	Units	Sewer Dist 2 Curry Rd SIA

Code	Fund		Appropriations	Less Est. Revenues	Less Approp. Fund Bal.	Amount To Be Billed By Voucher	Amount To Be Raised By Taxes	Taxable Value/Units		2023 Jan. Tax Bill	2023 June Voucher Bil
A	General	-1	18,019,603	8,669,241	494,000	0	5,688,449	1,900,527,712	H	2.993089	
							3,167,914	544,579,867	NH	5.817170	
							8,856,363	2,445,107,579			
DA	Highway	0	4,752,724	626,577	406,000	0	2,389,454	1,900,527,712	H	1.257258	
							1,330,693	544,579,867	NH	2.443523	
							3,720,147	2,445,107,579			
	Special Districts:										
SD	Drainage District 1		10,500	0	0	0	10,500	31		338.71	
SL	Cons. Lighting District 1		180,000	0	0	0	180,000	1,003,844,686		0.179311	
SS	Sewer 2 & Extensions O&M		1,556,915	329,500	0	1,227,415	0	4,005.00		0.00	306.4
	Sewer 2 Ext 1 Debt		5,500	0	5,500	0	0	10,067.75		0.00	0.00
	Sewer 2 & Extensions Debt		131,317	0	131,317	0	0	3,844.00		0.00	0.00
			1,693,732	329,500	136,817	1,227,415					
	Sewer 2 Curry Rd SIA Debt		37,101	0	0	0	37,101	108.00		343.53	0.00
	Sewer 6/6A Debt		31,498	0	0	0	31,498	17.64		1,785.60	
	Sewer 6/6A O&M		18,000	0	0	18,000	0	17.64		0	1,020.41
			49,498	0	0	18,000	31,498				
SS	Sewer District 3 O&M		46,000	40,100	0	5,900	0	183.00		0.00	32.24
SS	Sewer District 4 O&M		4,900	4,900	0	0	0	9.00		0.00	0.00
SS	Sewer District 5 O&M		38,000	25,000	13,000	0	0	5.50		0.00	0.00
	Sewer District 7 O&M		23,200	0	0	23,200	0	239.00			97.07
	Sewer District 7 Debt		238,223	0	0	0	238,223	805.00		295.93	0.00
			261,423			23,200	238,223				
SW	Cons. Water Dist 3&4 O&M		362,396	600	0	361,796	0	556		0.00	650.71
	Cons. Water Dist 3&4 Debt		79,543	0	79,543	0	0	556		0.00	0.00
SW	Cons Water Dist 4 Debt		16,800	0	1,000	0	15,800	37		427.03	0.00
SW	Cons. Water Dist 5 O&M		1,990,619	633,000	0	1,357,619	0	10,068		0.00	134.85
	Cons. Water Dist 5 Debt		239,901	0	239,901	0	0	10,068		0.00	0.00
			2,230,520	633,000	239,901	1,357,619	0				
	Total		27,782,740	10,328,918	1,370,261	2,993,930	13,089,632				

2023 Schedule of Salaries for Elected Town Officials

Officer	Salary
Supervisor	$ 3,000.00
Deputy Supervisor	$ 3,000.00
5 Councilmembers ($10,000 each)	$ 50,000.00
Town Justice (A1110 100002)	$ 39,390.00
Town Justice (A1110 101002)	$ 39,390.00
Town Clerk	$ 59,438.00
Receiver of Taxes	$ 59,438.00
Superintendent of Highways	$ 70,963.00

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Total Assessed Value 2,910,185,743
Uniform Percentage 83.00

Equalized Total Assessed Value 3,506,247,883

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
41300	PARAPLEGIC VETS	RPTL 458(3)	1	277,108	0.01
41400	CLERGY	RPTL 460	6	10,843	0.00
41691	VOLUNTEER FIREFIGHTERS AND AMB	RPTL 466-c,d,e,f,g,h&i	3	10,301	0.00
41700	AGRICULTURAL BUILDING	RPTL 483	3	158,313	0.00
41720	AGRICULTURAL DISTRICT	AG-MKTS L 305	22	1,450,000	0.04
41800	PERSONS AGE 65 OR OVER	RPTL 467	549	44,113,784	1.26
41801	PERSONS AGE 65 OR OVER	RPTL 467	7	432,982	0.01
41930	DISABILITIES AND LIMITED INCOM	RPTL 459-c	39	3,290,663	0.09
41931	DISABILITIES AND LIMITED INCOM	RPTL 459-c	3	296,988	0.01
47100	Mass Telecomm Ceiling	RPTL S499-qqqq	20	1,237,371	0.04
47460	FOREST LAND CERTD AFTER 8/74	RPTL 480-a	1	74,431	0.00
49500	SOLAR OR WIND ENERGY SYSTEM	RPTL 487	2	2,216,024	0.06
50000	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	6	187,711	0.01
Total Exemptions Exclusive of System Exemptions:			2,440	560,147,427	15.98
Total System Exemptions:			6	187,711	0.01
Totals:			2,446	560,335,137	15.98

Values have been equalized using the Uniform Percentage of Value. The Exempt amounts do not take into consideration, payments in lieu of taxes or other payments for municipal services.

Amount, if any, attributable to payments in lieu of taxes: _____

Total Assessed Value 2,910,185,743
Uniform Percentage 83.00

Equalized Total Assessed Value 3,506,247,883

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
12100	NYS - GENERALLY	RPTL 404(1)	33	2,947,688	0.08
13100	CO - GENERALLY	RPTL 406(1)	26	7,962,651	0.23
13500	TOWN - GENERALLY	RPTL 406(1)	98	45,317,952	1.29
13510	TOWN - CEMETERY LAND	RPTL 446	4	125,422	0.00
13800	SCHOOL DISTRICT	RPTL 408	16	73,559,819	2.10
13870	SPEC DIST USED FOR PURPOSE EST	RPTL 410	9	5,270,964	0.15
13890	PUBLIC AUTHORITY - LOCAL	RPTL 412	1	624,458	0.02
14100	USA - GENERALLY	RPTL 400(1)	2	4,596,024	0.13
18020	MUNICIPAL INDUSTRIAL DEV AGENC	RPTL 412-a	24	264,299,476	7.54
21600	RES OF CLERGY - RELIG CORP OWN	RPTL 462	6	1,837,349	0.05
25110	NONPROF CORP - RELIG(CONST PRO	RPTL 420-a	29	21,034,217	0.60
25120	NONPROF CORP - EDUCL(CONST PRO	RPTL 420-a	3	682,169	0.02
25130	NONPROF CORP - CHAR (CONST PRO	RPTL 420-a	8	3,077,831	0.09
25220	NONPROF CORP-CEMETERY	RPTL 420(1)(a)	2	10,843	0.00
25230	NONPROF CORP - MORAL/MENTAL IM	RPTL 420-a	5	1,510,843	0.04
25300	NONPROF CORP - SPECIFIED USES	RPTL 420-b	4	1,480,241	0.04
26100	VETERANS ORGANIZATION	RPTL 452	1	227,711	0.01
26250	HISTORICAL SOCIETY	RPTL 444	1	903,614	0.03
27350	PRIVATELY OWNED CEMETERY LAND	RPTL 446	14	4,499,880	0.13
41001	VETERANS EXEMPTION INCR/DECR I	RPTL 458(5)	129	12,436,331	0.35
41101	VETS EX BASED ON ELIGIBLE FUND	RPTL 458(1)	1	87,176	0.00
41120	ALT VET EX-WAR PERIOD-NON-COMB	RPTL 458-a	418	12,414,837	0.35
41121	ALT VET EX-WAR PERIOD-NON-COMB	RPTL 458-a	215	7,130,865	0.20
41130	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	268	13,624,037	0.39
41131	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	153	8,494,059	0.24
41140	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	123	6,136,759	0.18
41141	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	67	4,332,719	0.12
41151	COLD WAR VETERANS (10%)	RPTL 458-b	9	82,410	0.00
41161	COLD WAR VETERANS (15%)	RPTL 458-b	100	1,360,090	0.04
41171	COLD WAR VETERANS (DISABLED)	RPTL 458-b	15	510,181	0.01

File Totals - 2022 - Prior Year File
Roll Section Town Summary
Homestead

R/S	Name	# Parcels	Land Assessed Value	Total Assessed Value	Taxable Value County	Taxable Value Town/City	Taxable Value School	Taxable Value Village
1	Taxable	11,899	211,483,584	1,998,769,084	1,876,672,822	1,900,527,712	1,929,666,356	0
8	Wholly Exmpt	90	1,697,600	4,430,200	0	0	0	0
	Town Totals:	11,989	213,181,184	2,003,199,284	1,876,672,822	1,900,527,712	1,929,666,356	0

V - VI.

NYS - Real Property System
County of Schenectady
Town of Rotterdam - 4228

File Totals - 2[illegible] - Prior Year File
Roll Section Town Summary
Non-Homestead

RP[illegible]J/V04/L002

R/S	Name	# Parcels	Land Assessed Value	Total Assessed Value	Taxable Value			
					County	Town/City	School	Village
1	Taxable	880	96,162,955	489,751,000	438,111,042	438,997,257	438,997,257	0
5	Special Franch.	42	0	39,269,439	39,269,439	39,269,439	39,269,439	0
6	Utility	103	5,263,454	49,665,685	48,638,667	48,638,667	48,638,667	0
7	Ceiling RR	5	436,037	17,674,504	17,674,504	17,674,504	17,674,504	0
8	Wholly Exmpt	184	39,146,899	310,625,831	0	0	0	0
	Town Totals:	1,214	141,009,345	906,986,459	543,693,652	544,579,867	544,579,867	0

V-VI

RESOLUTION NO. 289.22

CALL FOR BIDS FOR VEHICLE REPAIR AND MAINTENANCE SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Vehicle Repair and Maintenance Services.

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: Sealed bids for the furnishing of all labor and material necessary for the ***Vehicle Repair and Maintenance Services*** can be submitted electronically or be received in person by the Town of Rotterdam Town Clerk, at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 10:30 a.m. local time on Monday November 14, 2022, at which time and place they will be publicly opened and read aloud. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

VEHICLE REPAIR AND MAINTENANCE SERVICES

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:30 A.M., MONDAY, NOVEMBER 14, 2022

The town board reserves the right to reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: October 26, 2022
BidNet: Please publish on October 28, 2022
Daily Gazette: Please publish once on October 29, 2022
Town Clerk Post

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	October 13, 2022
TO:	Legislative Review Board
FROM:	Deputy Chief William Male
TITLE OF REQUEST:	Rotterdam Police Department vehicle maintenance and repair Request for Proposal (RFP)
TOWN BOARD MEETING:	October 26, 2022
Background Information:	The Town of Rotterdam Police Department is requesting the issuance of a notice for RFP for vehicle maintenance and repair services for Police Department vehicles for years 2023 and 2024.
Evaluation/Analysis:	The current two-year contract will expire on December 31, 2022.
Recommendation(s):	Post the notice for RFP on October 31, 2022 with a bid opening date of November 14, 2022 at 10:30AM.
Attachment/Document(s):	Bid form with bidding instructions is attached.
Compliance with Purchasing Policy:	The purchasing policy has been reviewed and the bid package is in compliance.
Effect(s) on Existing Law(s):	N/A

LEGISLATION WILL BE PREPARED BY: Rotterdam Police Department

Town of Rotterdam

Request for Bids

Rotterdam Police Department Vehicle Preventative Maintenance and Repair

Bid Opening:
November 14, 2022 @ 10:30 a.m.

Police Vehicle Preventative Maintenance and Repair

ITEM I - INSTRUCTIONS TO BIDDERS

1. Automotive service, preventative maintenance, and repair work on police vehicles shall be given priority service over others. All repairs are to be made within twenty-four (24) hours, unless the bidder notifies and receives approval from the Chief of Police or his/her designee that additional time is necessary. If the work is not completed in a timely manner, the Town reserves the rights utilize another vendor for the repair.

2. Vehicles required to be kept overnight for work shall be secure indoors. The bidder will be responsible for any and all damages incurred while the vehicle is in their possession.

3. All automotive service, preventative maintenance, and vehicle repairs shall be completed using parts that either meet of exceed the manufacturer's recommendation. All parts and materials will be supplied and/or purchased by the bidder as an agent of the Town. Where applicable state contracts or fleet rates shall be utilized. The bidder agrees to bill all necessary parts and materials at 35% over vendor cost, with no additional handling charge or mark-up.

4. All repairs must be accompanied by a completed invoice detailing the repair, number of hours required to perform the work and a list of parts and/or material. No work exceeding ($200.00) two hundred dollars is to be performed without the prior approval of the Chief of Police or his/her designee. The bidder can only charge for actual time spent on a repair. At a minimum, 15 minutes of labor can be charged.

5. Records of all vehicles will be kept on a computer file and will be designated by unit number, year, make, model, VIN# and plate #. All services, repairs, parts and materials, labor hours as well as shipping costs, parts prices and repair rates are to be listed subtotaled and totaled at the end of invoice for final cost of repair. **With the exception of services and repairs listed as A, B and C on the final page of the bid.** All labor billed must be in compliance with either NATIONAL SERVICE ALL DATA PRO FLAT RATE DATA TIME SYSTEM and/or MITCHELL ESTIMATING MANUAL and/or CHILTON LABOR GUIDE. The invoice shall then be dated and duplicated. One invoice is to accompany the vehicle at time of pickup or delivery and a second copy will be sent with the monthly vouchers.

6. There will be a ninety (90) day warranty on all work performed. All parts shall have a manufacturer's warranty where applicable. If none is available the bidder must provide a ninety (90) day warranty. The bidder is responsible for determining whether a manufacturer's warranty is in effect. If the bidder fails to do so they will be responsible for any charges incurred, which would have been covered by warranty. Any work that is deemed inferior or unacceptable by the Chief of Police or his/her designee shall be corrected at no additional cost to the Town.

7. Bidder must employ at least one A.S.E. Certified· Technician and must attach documentation of certification to bid proposal.
8. Service must be available a minimum of Monday through Friday 9:00 a.m. to 5:00 p.m.
9. Bidders shall be licensed by the State of New York for both repair work and the ability to complete New York State inspection service.

10. Bidders must have an established business within a ten (10) mile radius of the Rotterdam Police Headquarters. Consideration may be given to businesses that operate within the jurisdictional boundaries of the Town of Rotterdam.
11. Transmissions will be serviced by a pressurized system which pumps out the old transmission fluid and replaces it with new fluid.
12. Radiators will be serviced by a pressurized system which pumps out the old radiator fluid and replaces it with new radiator fluid.

ITEM II- INTENT

1. The specifications as listed are intended for police vehicle maintenance used by the Rotterdam Police Department.
2. We are requesting these bids for police vehicle maintenance for the calendar years 2023 and 2024. Prices must be for the complete length of the contract.

ITEM III – GENERAL BIDDER INFORMATION

1. No bid will be considered unless the bidder can meet the following conditions:
   a) Bidder must guarantee all work must be done properly and without damage to vehicle. If such faults develop, the fault shall be replaced and/or repaired without cost to the Town of Rotterdam.
   b) Bidder must expressly understand and agree to:
      - **SECTION 103 OF THE GENERAL MUNICIPAL LAW - WAIVER OF IMMUNITY (CHAPTER 675) - LAWS OF 1966** -It is expressly understood and agreed that upon refusal of the bidder or any agent or employee of the bidder, when called before a Grand Jury to testify concerning any transaction of bid with the State of New York any political subdivision thereof, a public authority thereof or a waiver of immunity against subsequent prosecution to answer any relevant questions concerning such transaction or bid, shall cause the cancellation or termination of this bid and the municipality shall be liable the bidder only for goods delivered or work done prior to the time of said cancellation.

      - **SECTION 220-3-(b) · OF THE LABOR LAW - NON, - DISCRIMINATION** - Neither contractor nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under, this contract on account of race, creed, color, sex or national origin.

      - **SECTION 109 OF THE GENERAL MUNICIPAL LAW - NON-ASSIGNABILITY** -. The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of contractor's power to execute this contract, to any other person or corporation without the previous consent in writing of the owner.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy,

NOTE: Any questions should be submitted in writing to Deputy Chief William Male, Town of Rotterdam Police Department wmale@rotterdamny.org

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:30 a.m. on November 14, 2022,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:30 a.m. on November 14, 2022**, will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam), or by hard copy received in the office of the Town Clerk. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

TOWN OF ROTTERDAM
ROTTERDAM, NEW YORK

Bid Form

The undersigned has read, understands, and agrees to all conditions of this proposal and will offer their bid as follows:

Hourly Labor Rate: _____

The below services/repairs should be billed at the following agreed price:

A. $29.00 – Lube, oil, filter – excludes diesel or synthetics; includes topping off of all fluid, visual inspection of the following: Tires (check tire pressure and tread depth), condition of all lights, filters, hoses, belts, connections, fluids, steering, suspension and exhaust components.

B. $16.00 – Tire rotation – 4 tires (includes brake inspection)

C. $20.00 per tire – Tire changes include: mount, balance and valve stem.

The entire bid is strictly in accordance with specifications.

_____
Name of Company or Corporation

_____
Street

_____
City State Zip

_____
E-mail Address

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its board of directors held on the _____ day of _____, **202__.**

(SEAL OF THE CORPORATION)

_____
Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____
Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Town of Rotterdam Harassment Policy Clause

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment . By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City, State Zip

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.
- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.
Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.
Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.
Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti- discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

RESOLUTION NO. 290.22

CALL FOR BIDS FOR CAR WASH SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Car Wash Services.

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: Sealed bids for the furnishing of all labor and material necessary for the ***Car Wash Services*** can be submitted electronically or be received in person by the Town of Rotterdam Town Clerk, at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 10:45 a.m. local time on Monday November 14, 2022, at which time and place they will be publicly opened and read aloud. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

CAR WASH SERVICES

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:45 A.M., MONDAY, NOVEMBER 14, 2022

The town board reserves the right to reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: October 26, 2022
BidNet: Please publish on October 28, 2022
Daily Gazette: Please publish once on October 29, 2022
Town Clerk Post

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: October 13, 2022

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Rotterdam Police Department car wash services Request for Proposal (RFP)

TOWN BOARD MEETING: October 26, 2022

Background Information: The Town of Rotterdam Police Department is requesting the issuance of a notice for RFP for car wash services for Police Department vehicles for years 2023 and 2024.

Evaluation/Analysis: The current two year contract will expire on December 31, 2022.

Recommendation(s): Post the notice for RFP on October 31, 2022 with a bid opening date of November 14, 2022 at 10:45AM.

Attachment/Document(s): Bid form with bidding instructions is attached.

Compliance with Purchasing Policy: The purchasing policy has been reviewed and the bid package is in compliance.

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

LEGISLATION WILL BE PREPARED BY: Rotterdam Police Department

Town of Rotterdam

Request for Bids

Rotterdam Police Department Car Wash Services

Bid Opening:
November 14, 2022 @ 10:45 a.m.

Rotterdam Police Department Car Wash Services 2023 and 2024

ITEM I - INTENT

1. The specifications as listed is intended for Car Wash Services for all Rotterdam Police Department Vehicles, marked and unmarked.
2. We are requesting these bids for Car Wash Services for years 2023-2024. Prices must be for the complete contract period.

ITEM II- BID FORMAT

1. We are requesting each bidder to submit a bid offering the cost per vehicle, per wash.

ITEM III – GENERAL BIDDER INFORMATION

1. No bid will be considered unless the bidder can meet the following conditions:
   a) Bidder must guarantee all cleaning must be done properly and without damage to vehicles. If such damage develops the damage shall be replaced and/or repaired without cost to the Town of Rotterdam.

   b) Bidder must expressly understand and agree to:

   - **SECTION 103 OF THE GENERAL MUNICIPAL LAW - WAIVER OF IMMUNITY (CHAPTER 675) - LAWS OF 1966** -It is expressly understood and agreed that upon refusal of the bidder or any agent or employee of the bidder, when called before a Grand Jury to testify concerning any transaction of bid with the State of New York any political subdivision thereof, a public authority thereof or a waiver of immunity against subsequent prosecution to answer any relevant questions concerning such transaction or bid, shall cause the cancellation or termination of this bid and the municipality shall be liable the bidder only for goods delivered or work done prior to the time of said cancellation.

   - **SECTION 220-3-(b) OF THE LABOR LAW - NON, - DISCRIMINATION** - Neither contractor nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under,this contract on account of race, creed, color, sex or national origin.

   - **SECTION 109 OF THE GENERAL MUNICIPAL LAW - NON-ASSIGNABILITY** -The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of contractor's power to execute this contract, to any other person or corporation without the previous consent in writing of the owner.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

NOTE: Any questions should be submitted in writing to Deputy Chief William Male, Town of Rotterdam Police Department wmale@rotterdamny.org

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:45 a.m. on November 14, 2022,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:45 a.m. on November 14, 2022**, will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam), or by hard copy received in the office of the Town Clerk. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will

then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

TOWN OF ROTTERDAM
ROTTERDAM, NEW YORK

Bid Proposal Form

COST PER VEHICLE _____ PER VEHICLE WASH

WE THE UNDERSIGNED hereby offer to supply Car Wash Services to the Town of Rotterdam Police Department for vehicles, marked and unmarked. The services shall not be limited to these specifications if your standard equipment exceeds such specifications. Further, all standard or necessary services not specified or stipulated will be included. All bids must be per item, EACH.

_____

Name of Company or Corporation

_____

Street

_____

City *State* *Zip*

_____

E-mail Address

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its board of directors held on the _____ day of _____, **202__.**

(SEAL OF THE CORPORATION)

_____
Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____
Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Town of Rotterdam Harassment Policy Clause

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment . By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City, State Zip

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.
- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.
Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.
Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.
Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti- discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

RESOLUTION NO. 291.22

CALL FOR BIDS ON DRY CLEANING SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Dry Cleaning Services.

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: Sealed bids for the furnishing of all labor and material necessary for the ***Dry-Cleaning Services*** can be submitted electronically or be received in person by the Town of Rotterdam Town Clerk, at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:00 a.m. local time on Monday November 14, 2022, at which time and place they will be publicly opened and read aloud. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

DRY CLEANING SERVICES

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 11:00 A.M., MONDAY, NOVEMBER 14, 2022

The town board reserves the right to reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: October 26, 2022
BidNet: Please publish on October 28, 2022
Daily Gazette: Please publish once on October 29, 2022
Town Clerk Post

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: October 13, 2022

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Rotterdam Police Department uniform and civilian clothing dry cleaning Request for Proposal (RFP)

TOWN BOARD MEETING: October 26, 2022

Background Information: The Town of Rotterdam Police Department is requesting the issuance of a notice for RFP for dry cleaning services for uniforms and civilian clothing for years 2023 and 2024.

Evaluation/Analysis: The current two-year contract will expire on December 31, 2022.

Recommendation(s): Post the notice for RFP on October 31, 2022 with a bid opening date of November 14, 2022 at 11:00AM.

Attachment/Document(s): Bid form with bidding instructions is attached.

Compliance with Purchasing Policy: The purchasing policy has been reviewed and the bid package is in compliance.

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

LEGISLATION WILL BE PREPARED BY: Rotterdam Police Department

Town of Rotterdam

Request for Bids

Rotterdam Police Department Uniform and Civilian Clothing Dry Cleaning

Bid Opening:
November 14, 2022 @ 11:00 a.m.

Rotterdam Police Department Uniform and Civilian Clothing Dry Cleaning Services 2023 and 2024

ITEM I - INTENT

1. The specification as listed is intended for dry cleaning of standardized uniforms and civilian clothing as presently used by the Rotterdam Police Department.
2. We are requesting these bids for dry cleaning services of uniforms and street clothes for the years 2023-2024. Prices must be for the complete contract period.

ITEM II- BID FORMAT

1. We are requesting each bidder to submit on each item and not the total bid.

ITEM III – GENERAL BIDDER INFORMATION

1. No bid will be considered unless the bidder can meet the following conditions:
   a) Bidder must guarantee all dry cleaning must be done properly and without damage to clothing. If such damage does develop the fault shall be replaced and/or repaired without cost to the Town of Rotterdam.

   b) Bidder must expressly understand and agree to:

   - **SECTION 103 OF THE GENERAL MUNICIPAL LAW - WAIVER OF IMMUNITY (CHAPTER 675) - LAWS OF 1966** -It is expressly understood and agreed that upon refusal of the bidder or any agent or employee of the bidder, when called before a Grand Jury to testify concerning any transaction of bid with the State of New York any political subdivision thereof, a public authority thereof or a waiver of immunity against subsequent prosecution to answer any relevant questions concerning such transaction or bid, shall cause the cancellation termination of this bid and the municipality shall be liable the bidder only for goods delivered or work done prior to the time of said cancellation.

   - **SECTION 220-3-(b) · OF THE LABOR LAW - NON, - DISCRIMINATION** - Neither contractor nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under,this contract on account of race, creed, color, sex or national origin.

   - **SECTION 109 OF THE GENERAL MUNICIPAL LAW - NON-ASSIGNABILITY** -. The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of contractor's power to execute this contract, to any other person or corporation without the previous consent in writing of the owner.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

NOTE: Any questions should be submitted in writing to Deputy Chief William Male, Town of Rotterdam Police Department wmale@rotterdamny.org

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **11:00 a.m. on November 14, 2022,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:00 a.m. on November 14, 2022**, will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam), or by hard copy received in the office of the Town Clerk. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

TOWN OF ROTTERDAM
ROTTERDAM, NEW YORK

Bid Proposal Form

ROTTERDAM POLICE DEPARTMENT POLICE
UNIFORM & CIVILIAN CLOTHING DRY
CLEANING BID PROPOSAL SHEET
JANUARY 1, 2023 THRU DECEMBER 31, 2024

1. PANTS

   Dress $ _____ each

   Uniform $_____ each

   Bicycle Shorts $_____ each

2. SHIRTS

   Short Sleeves $_____ each

   Long Sleeves $_____ each

3. COATS

   A. Dress Coat $_____ each

   B. Dress Blouse $_____ each

   C. Winter Coat $_____ each

4. Sweater/Commando $_____ each

5. Tie $_____ each

6. Suit $_____ each

7. Sport Jacket $_____ each

WE THE UNDERSIGNED hereby offer to supply cleaning of uniforms and pertinent civilian clothing to the Town of Rotterdam for Police Department use. The services shall not be limited to these specifications if your standard equipment exceeds such specifications. Further, all standard or necessary services not specified or stipulated will be included. All bids must be per item, EACH.

BIDDER:_____

ADDRESS:_____

CONTACT NAME:_____

TELEPHONE:_____

AUTHORIZED SIGNATURE:_____

DATE:_____

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its board of directors held on the _____ day of _____, **202__.**

(SEAL OF THE CORPORATION)

_____
Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____
Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Town of Rotterdam Harassment Policy Clause

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment . By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City, State Zip

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.
- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.
Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.
Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.
Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.
Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).
Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti- discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

RESOLUTION NO. 292.22

AUTHORIZE STIPULATION OF SETTLEMENT WITH CROSSTOWN PLAZA SC, LP

WHEREAS, the Town of Rotterdam has litigated this Article 7 Real Property Tax Certiorari proceeding with Crosstown Plaza SC, LP, regarding real property taxes upon premises located at Watt St. known as Tax Map No. 59.8-1-21 for the 2021 and 2022 assessment roll; and

WHEREAS, the Town's tax certiorari counsel, the attorney for the Petitioner, and the Town Assessor have conferenced this matter and agreed, subject to Board approval, to resolve the pending tax certiorari matters by leaving the 2021 and 2022 assessments as originally assessed and reducing 2023 assessment by $520,000, with RPTL 727 to apply for the following three years; and

WHEREAS, it is deemed in the Towns best interest to settle the case for the above stated amount; 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 Beebe Law Firm, LLC to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter of Crosstown Plaza SC, LP v. Town of Rotterdam, et al., Index Numbers 2022-1118 and 2021-1550, Article 7 Real Property Tax Certiorari proceedings for the tax years 2021 and 2022 and to reduce the 2023 assessment by $520,000.00.

SECTION 2. This resolution shall become effective October 26, 2022.

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: October 17, 2022

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: Crosstown Plaza Article 7

TO BE PLACED ON TOWN BOARD MEETING OF: October 26, 2022

Background Information: Applicants had filed an Article 7 tax certiorari for the property located on Watt St., SBL 59.8-1-21 for 2021 and 2022.

Evaluation/Analysis: Offers to settle have been submitted by petitioner. Of the 3 offers, option #1 is in the best interest of the town as it does not include any refunds for past years and is a minimal reduction for 2023.

Recommendation(s): Approval of option #1.

Attachment/Document(s): Offer of Settlement from petitioner.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): RPL 727 shall be enforced.

Legislation will be prepared by: Supervisors Office

Proposed Settlement Crosstown Plaza Tax Certiorari 9/26/22

Tax Map #:	59.8-1-21

Assessment Of Record For 2021 & 2022:	$5,200,000

Rotterdam Square Footage (Gross Building Area):	110,870 SF

Options For Settlement (Rotterdam Only)

Option	**1**	**2**	**3**
2021 Reduction	No Reduction	No Reduction	5.0% Reduction
2022 Reduction	No Reduction	7.5% Reduction	5.0% Reduction
2023 Reduction (1)	10% Reduction	7.5% Reduction	5.0% Reduction

Note 1: The reductions would be fixed per RPTL 727 in 2023 and 3 years thereafter.

Assessment @ 5% Reduction:	$4,940,000

Assessment @ 7.5% Reduction:	$4,810,000

Assessment @ 10.0% Reduction:	$4,680,000

RESOLUTION NO. 293.22

TO AMEND RESOLUTION NO.21.22 OF THE YEAR 2022
APPOINT WILLIAM PURCELL AS BINGO INSPECTOR

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 21.22, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or 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 2022 as follows:

ADA Compliance Officer/Safety Officer

James Keith — Annual Stipend $ 3,000

Grant Coordinator

Peter Comenzo — Annual Stipend $ 3,500

Clerk- Part Time

Donna Larsen — Hourly Rate $ 19.50

School Traffic Officer

Floyd Rorick — Hourly Rate $ 15.00
(Maximum of 4 hours daily)

COVID Compliance

Megan Griffin — Annual Stipend $2,500

Administrative Records Specialist – Part Time

Lynn Fiorillo — Hourly Rate $19.50

Assistant Director to Public Works

Matt Lupi — Annual Stipend $3,500

Social Media/Live Stream Administrator

Megan Griffin — Annual Stipend $2,000

Storm Water Officer

Ryan Coulter — Annual Stipend $3,500

Storm Water Manager – Part-Time

Mary Barrie — Hourly Rate $25.00

Water Treatment Plant Operator (1st on call)

Ian Bonthron — Hourly Rate $35.00

Water Treatment Plant Operator (2nd on call)

Clark Collins — Hourly Rate $35.00

Building Inspector – Part Time

Lloyd Denny — Hourly Rate $40.00
(2 days per week, 23 weeks maximum, not to exceed $17,000 annually)

CDL Trainer

Steve Skoda — Annual Stipend $1,000

Bingo Inspector

William Purcell — Hourly Rate $15.00

SECTION 2. This resolution shall become effective October 26, 2022

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: October 18, 2022
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To amend Resolution 21.22, Appoint William Purcell as bingo inspector, at $15.00 per hour on an as needed basis.

TO BE PLACED ON TOWN BOARD AGENDA OF: October 26, 2022

TO BE PLACED ON TOWN BOARD MEETING OF: October 26, 2022

Background Information: William Purcell was the City of Schenectady Bingo Inspector for the Bingo Hall until it closed during the pandemic.

Evaluation/Analysis: The Town is required to have a bingo inspector.

Recommendation(s): To appoint William Purcell as bingo inspector and place on the Town Board agenda and Town Board meeting of October 26, 2022.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, July 20, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 227.22

TO AMEND RESOLUTION NO 21.22 OF THE YEAR 2022
APPOINT STEVEN SKODA AS CDL TRAINER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 21.22, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or 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 2022 as follows:

ADA Compliance Officer/Safety Officer

James Keith	Annual Stipend $ 3,000

Grant Coordinator

Peter Comenzo	Annual Stipend $ 3,500

Clerk- Part Time

Donna Larsen	Hourly Rate $ 19.50

School Traffic Officer

Floyd Rorick (Maximum of 4 hours daily)	Hourly Rate $ 15.00

COVID Compliance

Megan Griffin	Annual Stipend $2,500

Administrative Records Specialist – Part Time

Lynn Fiorillo	Hourly Rate $19.50

Assistant Director to Public Works

Matt Lupi	Annual Stipend $3,500

Social Media/Live Stream Administrator

Megan Griffin	Annual Stipend $2,000

Storm Water Officer

Ryan Coulter — Annual Stipend $3,500

Storm Water Manager – Part-Time

Mary Barrie — Hourly Rate $25.00

Senior Payroll Audit Clerk

Carol Connelly — Hourly Rate $35.00
(Not to exceed 12 hours per week)

Water Treatment Plant Operator (1st on call)

Ian Bonthron — Hourly Rate $35.00

Water Treatment Plant Operator (2nd on call)

Clark Collins — Hourly Rate $35.00

Building Inspector – Part Time

Lloyd Denny — Hourly Rate $40.00
(2 days per week, 23 weeks maximum, not to exceed $17,000 annually)

CDL Trainer

Steve Skoda — Annual Stipend $1,000

SECTION 2. This resolution shall become effective July 20, 2022

DATED: July 20, 2022

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera (Absent)			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam **Special** Meeting on July 20, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 21, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Schenectady County, NY

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

1. Bridge Tns. _____
POSITION TITLE EXAM NUMBER

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

2. Name and Legal Residence

Purcell William P.
Last Name First Name Middle Initial

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

[redacted]
County City, Town, Village State Zip

Home Phone Number _____ Cell Phone: [redacted]

Email Address: [redacted]

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

	Name	Years	Months
State of:	New York	56	5
County of:	Schenectady	54	11
Village of:			
Town of:			
City of:	Schenectady	54	11
School District	Schenectady	54	11

5. Citizenship

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

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

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

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

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

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

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

License #:	[redacted]
Restrictions:	
Expiration Date:	4-19-2028
Endorsements:	
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

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

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*		
Did you serve in the Armed Forces during any of the following periods:		
February 28, 1961 – May 7, 1975		
August 2, 1990 – end of hostilities		
*Lebanon: June 1, 1983 – December 1, 1987		
*Granada: October 23, 1983 – November 21, 1983		
*Panama: December 20, 1989 – January 31, 1990		
**Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.*		
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?	X	

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

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

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

REMARKS:_____

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

Name of Trade or Profession:			Specialty:		
License Number:					
Granted by (Licensing Agency):			City/State		
Date License First Issued:		Registered From:		Registered To:	

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

NDB

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

College, University, Professional or Technical School

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

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

Length of Employment	Firm Name:	City of Schenectady
From: 1/08 Month/Year (mm/yyyy)	Firm Address:	
To: 4/20 Month/Year (mm/yyyy)	**Description of Duties:**	
Employment Details		
Your Exact Title: Bldg Insp.		
Name of Your Supervisor: Stephen Mc[illegible]		
Supervisor's Title: City Clerk		
Hours worked / wk. (exclusive of overtime): 19 Hrs		
Reason for Leaving: Part time		

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

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

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

THIS AFFIRMATION MUST BE COMPLETED

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

X _____ William Fitzgerald 9/20/22

Signature of Applicant | Print Name | Date

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

RESOLUTION NO. 294.22

ESTABLISHING WATER/SEWER RENTS AND CONTRACT ASSESSMENTS FOR THE YEAR 2022 FOR THE WATER/SEWER DISTRICTS

THEREFORE, UPON MOTION of Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That water/sewer rents and contract assessments for the year 2022 for the water/sewer districts of the Town of Rotterdam hereinafter set forth, be and they hereby are established and that the Receiver of Taxes and Assessments, is hereby directed to receive and collect from the several persons named on the water rent roll, the several sums mentioned in the last column thereof opposite their respective name on or after June 1 through July 31, 2022. All charges unpaid by July 31, 2022 will be placed on Town Tax Rolls with additional penalties and collected in the same manner as other Town taxes:

TOTALS FOR 2022 WATER/SEWER COLLECTION	
Water District 3&4	
	Total Collected
$668.87 per unit	$264,203.65
Water District 5	
	Total Collected
$157.89 per unit	$1,758,630.61
Sewer	
Sewer 2 $384.95 per unit Sewer 3 $236.26 per unit Sewer 4 $466.67 per unit Sewer 6 $735.99 per unit Sewer 7 $ 85.78 per unit	
	Total Collected
	$1,304,537.42
GRAND TOTAL COLLECTED:	**$3,327,371.68**

SECTION 2. This resolution shall become effective October 26, 2022.

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: October 18, 2022

TO: Mollie A. Collins, Supervisor

FROM: Diane J. Martin, Receiver of Taxes

TITLE OF REQUEST: 2022 Water/Sewer Rent Collection

TOWN BOARD MEETING: October 26, 2022

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

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

Recommendation(s): Accept Receiver of Taxes 2022 Water/Sewer Collection totals per district from collection.

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

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 295.22

TO ENACT INTRODUCTORY LOCAL LAW NO. 8 OF 2022

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 8 of 2022.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective October 26, 2022.

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 Ext. 393 • Fax: 518-355-7976 • Website: www.rotterdamny.org

DATE: October 21, 2022

TO: Mollie A. Collins, Supervisor

FROM: Megan Griffin, Confidential Secretary

TITLE OF LEGISLATIVE REQUEST: To enact Introductory Local Law No. 8 of 2022

ON TOWN BOARD MEETING: October 26, 2022

Background Information: See attached Local Law No. 8. a local law to amend section 266.46, entitled "Schedule VI Stop Intersections" of the code of the Town of Rotterdam.

Evaluation/Analysis: Public hearing will be held on October 26, 2022 per Resolution 285.22

Recommendation(s): To approve Local Law No.8 of 2022

Attachment/Document(s): Intro to Local Law No. 8.

Compliance with Purchasing Policy: N/A

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

Legislation will be prepared by: Supervisor's Office

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

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

□County □City √Town □Village
(select one:)

of Rotterdam

Introductory Local Law No. 8 of the year 2022

A LOCAL LAW TO AMEND CHAPTER 266, § 266-46, SCHEDULE VI: STOP INTERSECTIONS, OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

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

See attached.

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

TOWN OF ROTTERDAM

INTRODUCTORY LOCAL LAW NO. 8 OF THE YEAR 2022

A LOCAL LAW TO AMEND CHAPTER 266, § 266-46, SCHEDULE VI: STOP INTERSECTIONS, OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

SECTION 1 – TITLE

This local law shall be referred to as "A Local Law to Amend Chapter 266, § 266-46, Schedule VI: Stop Intersections, of the Town Code of the Town of Rotterdam".

SECTION 2 – AUTHORITY

This local law is enacted by the Town Board of the Town of Rotterdam pursuant to the N.Y. Municipal Home Rule Law and N.Y. Vehicle and Traffic Law § 1660 (a) (1).

SECTION 3 – AMENDMENT

Chapter 266, § 266-46, Schedule VI: Stop Intersections shall be amended as follows:

A. A new entry for Kelly Lane at the intersection of Mary Lane is added to Schedule VI: Stop Intersections to read as follows:

Stop Sign on *Four-way stop	**Direction of Travel**	**At Intersection of**
Kelly Lane	South	Mary Lane

SECTION 4 – EFFECTIVE DATE

This Local Law shall become effective upon filing with the New York Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ___ of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2022 in accordance with the applicable provisions of law.

~~**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20_____ in accordance with the applicable provisions of law.~~
~~(Name of Legislative body)~~
~~(Elective Chief Executive Officer*)~~

~~**3. (Final adoption by referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20_____, in accordance with the applicable provisions of law.~~
~~(Name of Legislative body)~~
~~(Elective Chief Executive Officer*)~~

~~**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____, in accordance with the applicable provisions of law.~~
~~(Name of Legislative body)~~
~~(Elective Chief Executive Officer*)~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

~~**5. (City local law concerning Charter revision proposed by petition.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20_____, became operative.~~

~~**6. (County local law concerning adoption of Charter.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the County of _____, State of New York, having been submitted to the electors at the General Election of _____ 20_____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.~~

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

_____

Diane Marco, Town of Rotterdam Town Clerk
Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body

(Seal)

Date: _____

RESOLUTION NO. 296.22

TO AUTHORIZE A YEARLY SERVICE AGRREEMENT WITH TRANE U.S. INC. FOR HEATING AND COOLING SYSTEM

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 TRANE U.S. Inc., located at 301 Old Niskayuna Road, Suite 1, Latham New York 12110, for a yearly service contract at 1100 Sunrise Blvd, Schenectady New York, 12306, in the amount not to exceed $2,942.00 per calendar year for heating and cooling system inspections and maintenances.

SECTION 2. This resolution shall become effective October 26, 2022.

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	October 18, 2022
TO:	Mollie Collins – Town Supervisor
FROM:	James Keith – Senior Building Inspector JK
TITLE OF REQUEST:	Authorize the Supervisor to sign a **yearly service** agreement with TRANE U.S. Inc. for heating and cooling system inspections and maintenances.
TOWN BOARD MEETING:	October 26, 2022
Background Information:	TRANE installed the Tracer Summit Program and was updated in approximately 2009 and the Town has been using this system to heat and cool the building. The existing TRANE BCU Controller & Tracer Summit Software is becoming obsolete.
Evaluation/Analysis:	TRANE has provided an upgrade service agreement along with this yearly service proposal to perform upgrades to the system, which requires a yearly service fee for the inspection and maintenance of services described.
Recommendation(s):	Town Board Resolution needs to be prepared to authorize Supervisor to sign yearly service agreement in the amount of $2,942.00.
Attachment/Document(s):	TRANE service agreement.
Compliance with Purchasing Policy:	Yes.
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

SCHEDULED SERVICE AGREEMENT

Trane Office
Trane U.S. Inc.
301 Old Niskayuna Road, Suite 1
Latham, NY 12110

Company Name
Rotterdam Town Hall
1100 Sunrise Boulevard
Rotterdam, NY 12306

Trane Representative
Jacob Schatz
Cell: (518) 598-5485
Office: (518) 785-1315

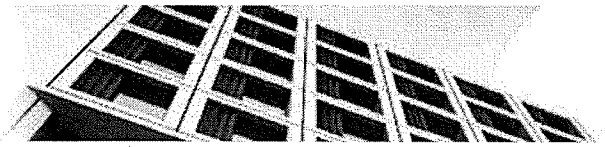
Site Address:
Rotterdam Town Hall
1100 Sunrise Boulevard
Rotterdam, NY 12306

Proposal ID
7079549

Contact Telephone Number for Service
(518) 724-1433

Town of Rotterdam, N.Y.

October 21, 2022



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliability.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP) O&M Guide 2010*

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

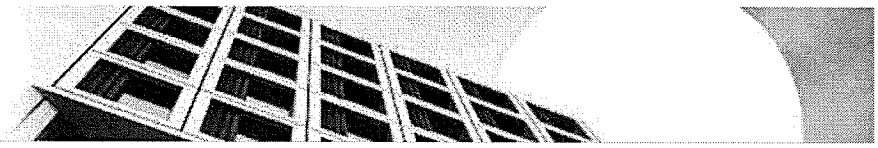
All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

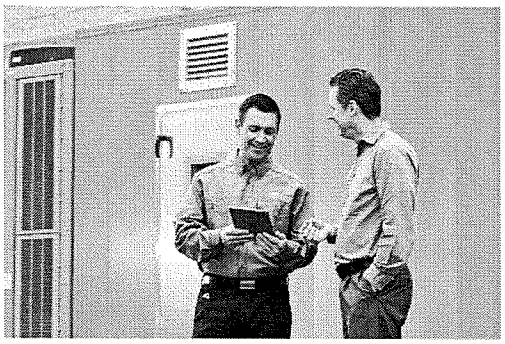


SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE



Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

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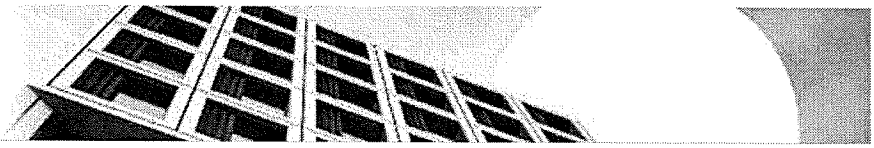

HVAC EQUIPMENT COVERAGE

The following "Covered Equipment" will be serviced at Rotterdam Town Hall:

Equipment	Quantity	Tag
Tracer SC Building Automation System	1	BAS

The following is an overview of Trane's Scope of Services to be performed on Covered Equipment. Items marked are included in this Agreement.

PREVENTATIVE MAINTENANCE INSPECTIONS: *QUANTITY (2) DURING CONTRACT PERIOD (4 HOURS EACH)*

System Analysis and Review
Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

Tracer Database Backup
Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

Software Service Pack Updates
The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

Control Loop Tuning
Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

Sequence of Operation Verification
Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Operator Coaching
During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system.

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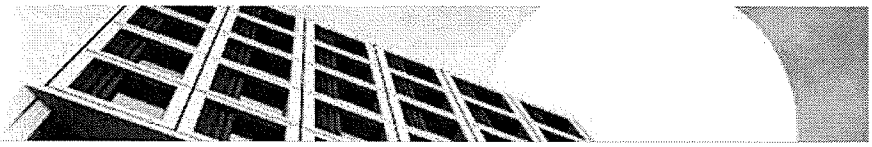

REMOTE BAS SERVICE SUPPORT: YEARLY

Trane will provide limited customer support\assistance during the normal business hours, Monday through Friday (except holidays). This service requires remote connectivity to the site.

Advantages:
Support\assistance from an experienced technician with faster response time.
Pre-evaluation of a trouble call allows for a technician to be better prepared (parts, etc.) prior to dispatch
Shorter recovery time from problems
Possible continuous training of personnel on Trane software
Better tracking for software updates, may be able to be accomplished remotely

BAS SYSTEM PERFORMANCE AND EVALUATION: BIANNUALREPORT BY REMOTE SERVICE SPECILAIST

Provide a biannual report with high level overview of BAS System Performance

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode

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PRICING AND ACCEPTANCE

Rotterdam Town Hall
1100 Sunrise Boulevard
Rotterdam, NY 12306

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	$2,942.00	$2,942.00	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, **beginning January 1, 2023**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

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

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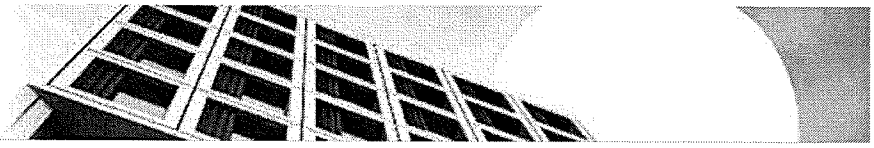

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By:
_____ Printed Name	Proposal Date: October 21, 2022 Cell:
_____ Title	Office: License Number:
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 1 year, beginning January 1, 2023.
Total Contract Amount: $2,942.00USD.

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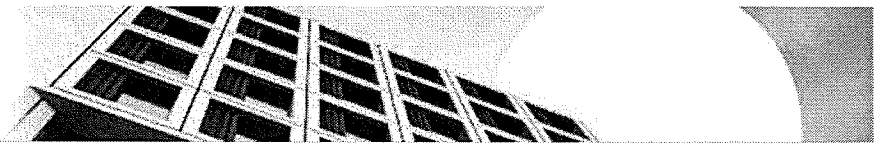

TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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

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

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally

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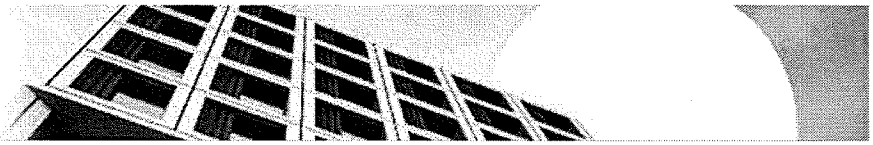

installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

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

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

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

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to

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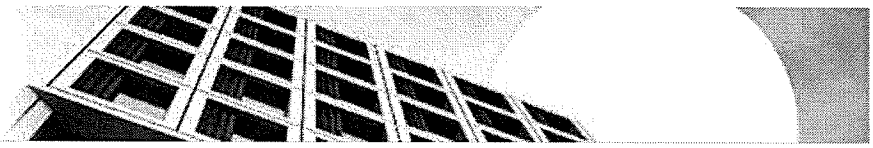

resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

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

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

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

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

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

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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

1-26.130-7 (0821)
Supersedes 1-26.130-7 (0720)

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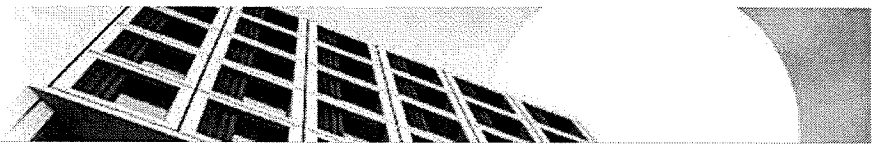
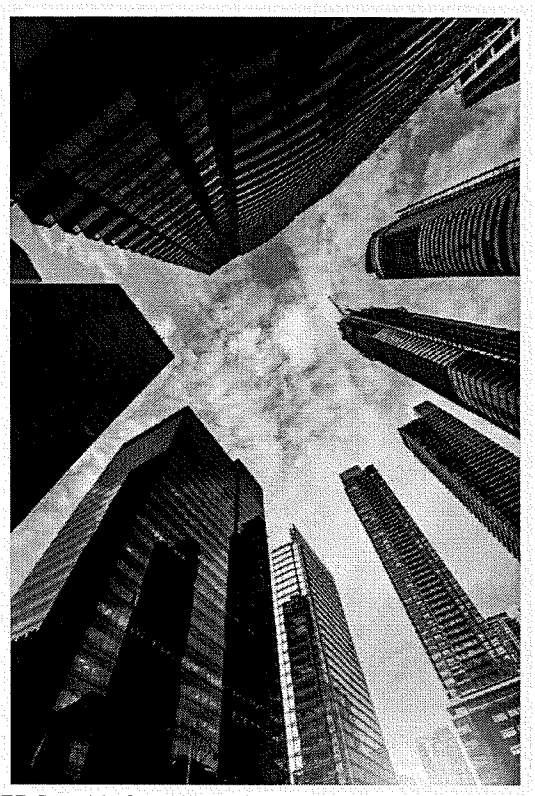


APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.



SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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RESOLUTION NO. 297.22

TO AUTHORIZE AN AGREEMENT WITH TRANE U.S. INC FOR UPGRADES TO HEATING AND COOLING SYSTEM

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 TRANE U.S. Inc., located at 301 Old Niskayuna Road, Suite 1, Latham New York 12110, for upgrades to the heating and cooling system at 1100 Sunrise Blvd Schenectady New York 12306, in the amount not to exceed $23,100.00.

SECTION 2. This resolution shall become effective October 26, 2022.

DATED: October 26, 2022

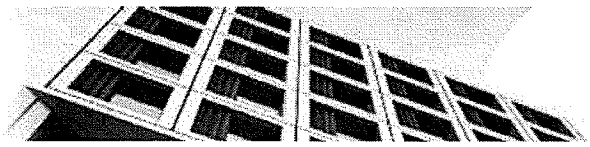
NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	October 18, 2022
TO:	Mollie Collins – Town Supervisor
FROM:	James Keith – Senior Building Inspector JK
TITLE OF REQUEST:	Authorize the Supervisor to sign contract agreement with TRANE for **upgrades** to **heating and cooling system**.
TOWN BOARD MEETING:	October 26, 2022
Background Information:	TRANE installed the Tracer Summit Program and was updated in approximately 2009 and the Town has been using this system to heat and cool the building. The existing TRANE BCU Controller & Tracer Summit Software is becoming obsolete. TRANE is the sole provider of these services that need to be performed.
Evaluation/Analysis:	TRANE has been utilizing a newer product line – Tracer SC+. This product never becomes obsolete has web browser user interface with remote access capabilities, enhanced security, modern user interface and mobile capabilities.
Recommendation(s):	Town Board Resolution needs to be prepared to authorize Supervisor to sign contract agreement from TRANE dated September 8, 2022 at $23,100.00.
Attachment/Document(s):	Contract Agreement TRANE.
Compliance with Purchasing Policy:	Yes. TRANE is the sole proprietor that can provide these services to the Town Hall building.
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office



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

October 21, 2022

Rotterdam Town Hall
1100 Sunrise Boulevard
Rotterdam, NY 12306

ATTENTION: Chuck Gerhard/ Jim Keith

PROJECT NAME: Rotterdam Town Hall Tracer Summit Upgrade

SUMMARY:

- The Existing Rotterdam Town Hall Trane BCU Controller & Tracer Summit Software have reached its product phase-out date and is obsolete. Trane has since shifted to a newer product line called the Tracer SC+. Below is the scope of work needed to upgrade the current system to the new product line. Please note this product line has the capabilities for future expansion. This controls upgrade is necessary to connect the future building controls & existing controls that fail to the system.
- The Tracer SC+ Building Automation System features the following:
  - Avoidance of product obsolescence
  - Web Browser User Interface (Remote Access Capability)
  - Enhanced Security
  - Modern User Interface
  - Mobile App

This project would entail leaving all existing equipment controller(s) hardware intact because the existing hardware is compatible with the New Tracer SC Controller.

SCOPE OF WORK:

- Provide and Install Tracer SC+ Controller hardware and software to replace the existing Trane BCU Controller & Tracer Summit Software
  - Scope includes the following:
    - Remove the Existing BCU Controller & Tracer Summit Software and install a NEW Trane Tracer SC+ Supervisory Controller.
    - Remove the Existing CCP Comm-3/4 Controller and install a NEW Comm-3/4 Bridge Controller.
    - (***9***) Existing Trane VAV Box Comm-3/4 Controllers connected to the existing CCP will be re-terminated on the NEW Trane Tracer SC+ via a communication bridge.
      - *Please note:* The Trane VAV Box Comm-3/4 Devices are obsolete hardware, however they are compatible with the new Tracer SC+ via a communication bridge
    - (***1***) Existing Trane Voyager RTU Comm-3/4 Controllers connected to the existing CCP will be re-terminated on the NEW Trane Tracer SC+ via a communication bridge.
      - *Please note:* The Trane Voyager RTU Comm-3/4 Devices are obsolete hardware, however they are compatible with the new Tracer SC+ via a communication bridge

- (*1*) Trane Change Over Bypass Controller connected to the existing CCP will be replaced with new Controller and connected to the NEW Trane Tracer SC.
- (*1*) Trane Rooftop Unit Comm-5 Controller connected to the existing BCU will be re-terminated on the NEW Trane Tracer SC.
    - *Please note:* The Comm-5 Devices are obsolete hardware, however they are compatible with the new Tracer SC
- (*16*) Trane VAV Box Comm-5 Controller connected to the existing BCU will be re-terminated on the NEW Trane Tracer SC.
    - *Please note:* The Comm-5 Devices are obsolete hardware, however they are compatible with the new Tracer SC
- Tracer SC+ System Controller will be installed in the same location that the BCU Controller was removed from. Existing Control Panel will be reused
- Tracer SC+ Web Server will be the new user interface, and Tracer Summit will be removed.
- Trane to provide a graphics refresh.
    - Refresh contains updating existing graphics backgrounds with new
- Trane Technician to perform the following:
    - Install & Setup new Tracer SC+ Controller
    - Install & Setup new Comm-3/4 Bridge
    - Install & Setup new Change Over Bypass Controller
    - Install new Comm Wire between Change Over Bypass Controller & Comm-3/4 to Tracer SC+ Controller
    - Convert Custom Program language from BCU to new SC+ Controller
    - Convert existing Equipment Level Controllers (27) to the new SC+ Controller
    - Point Map Graphics from the new SC+ Controller
    - Tracer SC+ Controller System Programming
    - Tracer SC+ Controller System Commissioning
    - Tracer SC+ Web Server Setup:
        - Graphics
        - System Alarms
        - Data Trends
        - Building Operating Schedules
    - Setup Mobile App Interface
    - Assist with IT Department for Remote Access
- Provide Owner Operating Training

- All Equipment (VAV Boxes, Rooftop Units, Change over Bypass Boxes) Trane DDC Controllers & End Devices will be reused and operate at their current state.

TRANE CONTROLS SYSTEM SCOPE CLARIFICATIONS & EXCLUSIONS:

- It is expected that all existing HVAC equipment & existing controls end devices that are to be reused are in proper operating condition. The scope of this proposal does not include replacing or repairing defective HVAC equipment or controls end devices. If any HVAC equipment or controls components of are found to be defective, Trane will generate a field report of defective devices.
- Trane Tracer SC Building Controller is LAN based and will be integrated/connected to the Owner's LAN system. Owner's IT Department will be asked to provide Trane with port locations; IP addresses etc. to be used for the HVAC Building Automation System.
- Owner's IT Department will be asked to work with Trane in order to connect the system back to the Trane Server
- One year warranty for new Trane BAS furnished devices
- Controls or items for any systems not explicitly listed above are excluded.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....23,100.00 USD

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from October 21, 2022.

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

Sincerely,

Jacob Schatz
Account Manager
Cell: 518-598-5485

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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

CUSTOMER ACCEPTANCE

_____
Authorized Representative

_____
Printed Name

_____
Title

_____
Purchase Order

_____
Acceptance Date

Trane's License Number:

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

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

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

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

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

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

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

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

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

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

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

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

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

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and
(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO

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

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

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

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer.

Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

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

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

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

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

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

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

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

behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

RESOLUTION NO. 298.22

POLICY TO PROHIBIT CELLULAR EQUIPMENT TO BE MOUNTED ON THE ROOF/DOME OF WATER STORAGE TANKS

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 a policy that prohibits cellular equipment to be mounted on the roof/dome of water storage tanks and incorporation of this provision in renewal lease agreements with cellular carriers.

SECTION 2. This resolution shall become effective October 26, 2022.

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: October 20, 2022

TO: Mollie A. Collins, Town Supervisor

FROM: Charles J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Prohibit Cellular Equipment & Installation on Roof of Water Storage Tank

TOWN BOARD MEETING: October 26, 2022

Background Information: The Town of Rotterdam has lease agreements that allow cellular carriers to install cellular equipment on the shell, railings, support legs and risers of water storage tanks. Approval is required by the Town when equipment is installed and/or removed from these facilities. Cellular carriers are now requesting to install cellular equipment on the roof/domes of water storage tanks.

Evaluation/Analysis: Water system operators were consulted regarding installation of cellular equipment on the roof/domes of water storage tanks. Concerns regarding maintenance, access, safety and compromised coatings were identified as problematic.

Recommendation(s): Approve a policy that no cellular equipment shall be mounted on the roof/dome of water storage tanks. Include provisions in any lease renewal.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 299.22

TO APPROVE BUDGET TRANSFERS TO THE 2022 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2022 are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A1220 2000	FROM:	Equipment	-500.00
General	A1220 4100	INTO:	Office Supplies	+500.00
General	A3120 4302	FROM:	Patrol Vehicle Gas	-26,946.74
General	A3310 4302	FROM:	Traffic Control Gas	-898.67
General	A3620 4302	FROM:	Safety Insp Gas	-1,199.57
General	A7110 4302	FROM:	Parks Gas	-2,657.19
General	A3410 4302	FROM:	Fire Fight Gas	-3,744.06
General	A5132 4304	INTO:	Central Gas Expenditure	+35,446.23
General	A8189 4302	FROM:	Landfill Gas	-2,059.44
General	A3410 4302	FROM:	Fire Fight Gas	-2,267.84
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+4,327.28
Highway	DA5110 4304	FROM:	Fuel General Repair	-5,405.89
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-1,406.37
General	A5132 4304	INTO:	Central Gas Expenditure	+6,812.26
Highway	DA5110 4304	FROM:	Fuel General Repair	-17,030.31
Highway	DA5140 4304	FROM:	Fuel & Brush Weed	-6,589.39
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+23,619.70
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-2,358.71
General	A5132 4304	INTO:	Central Gas Expenditure	+2,358.71
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-394.27
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+394.27
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-1,867.25
General	A5132 4304	INTO:	Central Gas Expenditure	+1,867.25
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-426.96
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+426.96

SECTION 2. This resolution shall become effective October 26, 2022

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: **October 20, 2022**

TO: **Mollie A. Collins, Supervisor**

FROM: **Megan Griffin, Confidential Secretary**

TITLE OF REQUEST: To approve budget transfers to the 2022 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of October 26, 2022

Background Information: Transfers to cover appropriation accounts for the 2022 budget process.

Evaluation/Analysis: Necessary to keep expenditures funded for purchases.

Recommendation(s): To be placed on the Town Board meeting of October 26, 2022 and approve the transfer.

Attachment/Document(s): Memorandums from department heads.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

MEMO

DATE: 10/24/2022

TO: Mollie Collins

FROM: Megan Griffin

SUBJECT: Budget Modification

Please include the following budget modification on the October 26, 2022 agenda:

General	A3120 4302	FROM:	Patrol Vehicle Gas	-26,946.74
General	A3310 4302	FROM:	Traffic Control Gas	-898.67
General	A3620 4302	FROM:	Safety Insp Gas	-1,199.57
General	A7110 4302	FROM:	Parks Gas	-2,657.19
General	A3410 4302	FROM:	Fire Fight Gas	-3,744.06
General	A5132 4304	INTO:	Central Gas Expenditure	+35,446.23
General	A8189 4302	FROM:	Landfill Gas	-2,059.44
General	A3410 4302	FROM:	Fire Fight Gas	-2,267.84
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+4,327.28
Highway	DA5110 4304	FROM:	Fuel General Repair	-5,405.89
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-1,406.37
General	A5132 4304	INTO:	Central Gas Expenditure	+6,812.26
Highway	DA5110 4304	FROM:	Fuel General Repair	-17,030.31
Highway	DA5140 4304	FROM:	Fuel & Brush Weed	-6,589.39
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W5	W58340 4302	FROM:	W5 Gas Oil Lube	-2,358.71
General	A5132 4304	INTO:	Central Gas Expenditure	+2,358.71
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-394.27
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+394.27
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-1,867.25
General	A5132 4304	INTO:	Central Gas Expenditure	+1,867.25
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-426.96
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+426.96

MEMO

DATE: 10/18/2022

TO: Mollie Collins

FROM: Megan Griffin

SUBJECT: Budget Modification

Please include the following budget modification on the October 26, 2022 agenda:

FROM:

A1220-2000 Equipment	-$500.00

TO:

A1220-4100 Office Supplies	+$500.00

RESOLUTION NO. 300.22

TO AUTHORIZE SETTLEMENT OF CLAIMS BY AND AGAINST VIA PORT NEW YORK, LLC

WHEREAS, by Resolution 214.21 adopted on August 11, 2021, the Town Board voted in favor of authorizing the then-Town Supervisor to enter into a lease agreement with ViaPort Rotterdam, located at 93 West Campbell Road, 12306, for the lease of office space; and

WHEREAS, on or about November 2, 2021, the then-Town Supervisor executed a certain Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and the Town of Rotterdam (hereinafter, the "Lease Agreement"); and

WHEREAS, the Lease Agreement provided that "Tenant [the Town of Rotterdam] has deposited with Landlord, as security for Tenant's compliance with this lease, the Security in an amount of $1,000,000, which shall be used to secure Tenant's obligations under the lease, but may also be applied by Landlord toward the payment of any amounts for any work detailed in Exhibit B, 'Landlord's Work' [relating to renovating the premises for use as town office and related space]"; and

WHEREAS, on or about December 6, 2021, the Town of Rotterdam deposited such $1,000,000 with the Landlord as a security deposit; and

WHEREAS, by Resolution No. 237.22 adopted on August 3, 2022, the Town Board found and determined that the Lease Agreement and deposit of funds as security thereunder were not properly authorized and accordingly deemed the subject Lease Agreement jurisdictionally defective, void ab initio and unenforceable; and

WHEREAS, on August 4, 2022, and pursuant to the authority and direction of Resolution No. 237.22, written demand was made to Via Port, through its counsel, for return of the Town funds that had been deposited as security under the Lease Agreement; and

WHEREAS, on September 30, 2022, Via Port, through its counsel, notified counsel for the Town that Via Port viewed Resolution 237.22 as constituting a default of the Town's obligations under the Lease Agreement, setting forth that the terms of the Lease Agreement provided a remedy for such alleged default in the form of payment of a lump sum amount equal to the Base Rent and Additional Rent which would have been payable thereunder by the Town (had the Lease Agreement not been terminated) for the full lease term of 10 years; and

WHEREAS, the Town Board views the letter dated September 30, 2022 as a demand for payment and claim for damages made on behalf of Via Port for what it claims was a default under the Lease Agreement; and

WHEREAS, the Town disagrees with any claim that Resolution 237.22 constitutes a default by the Town and continues to believe and assert that Resolution 237.22 was not only proper, but was required, under the circumstances; and

WHEREAS, notwithstanding the Town's disagreement with any claim that Resolution 237.22 constitutes a default by the Town, the reality is that there exists a legitimate, credible dispute between the parties relating to the enforceability and validity of the Lease Agreement and the parties' respective obligations with respect thereto, including with respect to both the $1,000,000 security deposit and the rent and other purported obligations under such Lease Agreement; and

WHEREAS, in the absence of a negotiated resolution, such dispute would be resolvable through litigation commenced by one party against the other, which litigation would likely include both claims and counterclaims by and between the Town and Via Port; and

WHEREAS, such litigation would be costly and time-consuming and would include substantial risk exposure to the Town; and

WHEREAS, following negotiation between the Town and Via Port, Via Port has offered to resolve the dispute on the following general terms and conditions, all as more specifically set forth in a certain Settlement Agreement: Via Port to return the $1,000,000 security deposit, in full, and without any set-off or deduction, by wire transfer to the Town; and Via Port to fully release and covenant not to sue the Town for any claim or demand relating in any way to the Lease Agreement, in exchange for payment by the Town of the negotiated sum of $243,750 to Via Port, which amount constitutes a fraction of the total Base Rent and Additional Rent that would have been due during the entire 10 year term provided for under the Lease Agreement, and which amount would not be paid until Via Port completes the wire transfer of the security deposit funds; and

WHEREAS, rather than engage in the uncertain, costly, time-consuming, and damaging process of litigation, and in the exercise of its reasoned judgment with the goal of properly and prudently managing town resources, funds, and risk exposure, the Town Board desires to resolve this dispute with Via Port concerning the Lease Agreement and the actions taken in regard thereto on the terms and conditions set forth in the proposed Settlement Agreement;

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes the Supervisor to execute and deliver the proposed Settlement Agreement with ViaPort New York, LLC referenced in the foregoing "Whereas" clauses, and to take such other and further actions and to execute and deliver such

other further documents and instruments as may be reasonably necessary to comply therewith and to effectuate the terms thereof.

SECTION 2. This resolution shall become effective October 26, 2022.

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE:	October 21, 2022
TO:	Mollie Collins, Town Supervisor
FROM:	Jonathon Tingley, Attorney for the Town
TITLE OF REQUEST:	Authorize Settlement of Claims By and Against Via Port New York, LLC
TOWN BOARD MEETING:	October 26, 2022
Background Information:	In 2021, the Town executed a Lease Agreement with Via Port, and deposited $1,000,000 as a security deposit. On 8/3/22, the Town recognized that the Lease Agreement and security deposit was not properly authorized. On 8/4/22, demand was made for a return of the security deposit. In response, on 9/30/22, Via Port asserted a claim against the Town, asserting that the 8/3 action constituted a default under the Lease Agreement entitling it to recover all rent due under the lease for the entire 10 year term. The parties have negotiated a potential resolution whereby the $1,000,000 security deposit would be returned to the Town, and the Town, in exchange for a release of all claims that Via Port could make, would pay $243,750, which is a fraction of the full amount of rent that would be due under the full lease term.
Evaluation/Analysis:	The Board has been advised concerning the various risks, strengths and weaknesses of both parties' cases, and the Town's potential exposure. Authorizing this settlement would eliminate uncertainty, promptly resolve the dispute, would result in a savings of potential attorneys' fees, and would result in payment of a mere fraction of what otherwise would be due during the full lease term.

Recommendation(s):	In the Board's discretion and reasoned judgment, authorize the proposed settlement.
Attachment/Document(s):	Proposed Settlement Agreement Resolution 237.22 8/4/22 Demand for Return of Security Deposit 9/30/22 Via Port Demand/Claim
Compliance with Purchasing Policy:	N/A.
Effect(s) on Existing Law(s):	N/A.
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the **"Agreement"**) is entered into this ___ day of _____, 2022, by and between VIAPORT NEW YORK, LLC sometimes known as and referred to as Via Port New York, LLC (**"Via Port"**), a limited liability company having an address of 10401 US Highway 441, Suite 2004, Leesburg, Florida 34788, and the TOWN OF ROTTERDAM (the **"Town"**), a municipal corporation having offices located at 1100 Sunrise Boulevard, Rotterdam, New York 12306. Hereinafter, Via Port and the Town may each be referred to individually as a **"Party"** and collectively as the **"Parties"**. This Agreement is intended to cover and bind the Parties, as well as their heirs, successors, and assigns.

RECITALS

WHEREAS, at all relevant times hereto, Via Port has owned and operated certain real property and improvements located at 93 West Campbell Road, Rotterdam, New York, 12306 (the **"Property"**); and

WHEREAS, on or about August 11, 2021, the Town Board of the Town voted in favor of adoption of a resolution purportedly authorizing the then-Supervisor of the Town to enter into a certain Lease Agreement with Via Port for the lease of a portion of the Property for occupancy and use by the Town as offices and related space (**"Resolution 214.21"**); and

WHEREAS, Resolution 214.21 was not adopted subject to permissive referendum, nor was notice of adoption of Resolution 214.21 posted or published pursuant to applicable provisions of the N.Y. Town Law; and

WHEREAS, on or about November 2, 2021, the Town and Via Port, through their respective representatives, executed a certain "Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and The Town of Rotterdam" (along with any and all exhibits, schedules, amendments, supplements, and modifications thereto of any kind or prepared at any time, if any, hereinafter referred to as the **"Lease Agreement"**); and

WHEREAS, on or about December 6, 2021, and pursuant to the terms of the Lease Agreement, the Town paid and delivered $1,000,000 to Via Port to be held as a security deposit and to eventually fund rehabilitation of the premises in preparation for the Town's occupancy and use of the premises that were the subject of the Lease Agreement; and

WHEREAS, in preparation for occupancy and use by the Town of the premises that were the subject of the Lease Agreement, Via Port asserts that it discontinued marketing such premises and took other actions in reliance upon and in furtherance of such occupancy and use by the Town of such premises; and

WHEREAS, after a careful review of the procedures followed in purportedly authorizing the Lease Agreement, on or about August 3, 2022 and prior to taking occupancy and use of the premises that were the subject of the Lease Agreement, the Town Board of the Town adopted Resolution 237.22, which found and determined that the Lease Agreement and the deposit of $1,000,000.00 as security thereunder, were not properly authorized in accordance with New

York State law and were jurisdictionally defective, void ab initio and unenforceable (**"Resolution 237.22"**); and

WHEREAS, Resolution 237.22 authorized the Town to pursue securing the return of the $1,000,000 security deposit; and

WHEREAS, on August 4, 2022, the Town, through its attorney, transmitted a letter to counsel for Via Port notifying Via Port of Resolution 237.22 and demanding that Via Port return the $1,000,000 that the Town had previously deposited as security under the Lease Agreement; and

WHEREAS, on September 30, 2022, Via Port, through its attorney, notified counsel for the Town that Via Port viewed Resolution 237.22 as constituting a default of the Town's obligations under the Lease Agreement, setting forth that the terms of the Lease Agreement provided a remedy for such alleged default in the form of payment of a lump sum amount of Base Rent and Additional Rent which would have been payable thereunder by the Town (had the Lease Agreement not been terminated) for the period commencing on the termination date and ending on the last day of the term under the Lease Agreement; and

WHEREAS, rather than engage in the costly, time-consuming, and damaging process of litigation, and in an effort to maintain a positive relationship between the Parties, the Parties desire to settle any and all disputes against each other that relate to, arise from, or concern in any way whatsoever, whether direct or indirect, the Lease Agreement, any actions taken with respect to such Lease Agreement, any occupancy or use of the premises that were the subject of the Lease Agreement, and any other matters that may arise from the transactions, negotiations, purported authorization, and purported termination of the Lease Agreement.

AGREEMENT

1. **Recitals.** The Parties acknowledge and agree that the foregoing recitals are true and correct, and hereby incorporate such recitals as part of this Agreement.

2. **Security Deposit.** Via Port shall return to the Town the security deposit of $1,000,000, in full, and without any set-off or deduction, along with any interest as may have accrued on such security deposit during the period during which Via Port possessed such security deposit. Such return of the security deposit shall be made by wire transfer payable to the Town of Rotterdam and drawn on a bank or trust company located in the United States.

3. **Resolution of Via Port Claim(s).** In exchange for the Parties' execution of this Agreement and the agreements included herein, the Town shall pay to Via Port the sum of Two Hundred Forty-Three Thousand Seven Hundred Fifty and 00/100 ($243,750.00) Dollars, in full and final satisfaction of any and all claims that Via Port asserted, could have asserted, or at any time in the future could assert, arising from or in connection with the Lease Agreement, any alleged breach of the Lease Agreement, any alleged reliance upon such Lease Agreement, or in any way directly or indirectly related to the transactions or actions referenced herein. Such payment may be made in the form of a

check drawn on the Town's depositary bank and made payable to Via Port New York, LLC, or by wire transfer, at the Town's option.

4. **Closing upon the Transactions and Effective Date.** As soon as practicable subsequent to execution of this Agreement, Counsel for the parties shall schedule a time and location to meet to effectuate return of the security deposit as provided for in Paragraph 2, above, and the simultaneous payment to Via Port from the Town as provided for in Paragraph 3, above (hereinafter, the "Closing"). At the Closing, the parties shall exchange Original Releases in the form attached hereto as Exhibit A. The Releases exchanged hereunder shall become effective and binding immediately upon the exchange of funds as set forth in this paragraph. The parties understand and agree that the payment made to Via Port will not be made from, nor will it be effectuated by a reduction or set-off from, the security deposit that is being returned pursuant to this Agreement.

5. **Release and Covenant Not to Sue.** In exchange for the execution of this Agreement, the agreements set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, but only effective upon payment by the Town of the sum set forth in Paragraph 3, above, Via Port, for itself and its successors and assigns, and past, present and future parents, subsidiaries, affiliates, shareholders, members, managers, officers, directors, insurers, privies, agents, employees, representatives, and attorneys (hereinafter, collectively in this paragraph 4, the **"Via Port Releasing Parties"**), agrees to absolutely and unconditionally release the Town, its past, present and future boards, officials, officers, employees, agents, insurers, privies, representatives and attorneys (hereinafter, collectively in this paragraph 4, the **"Town Released Parties"**) from any and all claims, demands, complaints, charges, debts, damages, and liabilities, including claims for attorneys' fees and court costs, related in any way to the Lease Agreement or any transactions or actions taken in connection with the Lease Agreement, including without limitation those that the Via Port Releasing Parties asserted or could have asserted, in litigation or otherwise, against all or any of the Town Released Parties. Via Port, for itself and for the Via Port Releasing Parties, hereby covenants and agrees not to make, bring, commence, or pursue any claim, demand, suit or litigation against the Town or any of the Town Released Parties that in any way relates to the Lease Agreement or any transactions or actions taken in connection with, or with respect or reference to, the Lease Agreement. Nothing herein shall be construed as a covenant not to sue or a release of any claims that are limited to enforcing this Agreement. Following payment by the Town of the amount provided for in paragraph 3, above, Via Port shall deliver a duly executed release in the form annexed hereto as Exhibit A.

6. **No Admission as to Liability.** This Agreement is the result of a compromise by the Parties of disputed claims, and is not and will not be considered an admission of the truth of any allegations, claims, or contentions of any Party against any other Party, except as otherwise expressly provided for in this Agreement.

7. **Effect of Agreement.** In consideration of executing this Agreement and the agreements contained herein, and notwithstanding anything else contained in this Agreement to the contrary, the Parties acknowledge and agree, for themselves, their successors and assigns, that the Lease Agreement is null, void, unenforceable and of no legal effect whatsoever.

8. **Attorneys' Fees.** Each of the Parties will pay its own attorneys' fees incurred in connection with any of the transactions, actions or occurrences described in this Agreement and in the preparation, negotiation, execution of, and consummation of the transactions contemplated by, this Agreement.

9. **Authority.** The Parties each acknowledge and agree that they have the requisite authority and power to enter into and perform this Agreement, and that their execution, delivery, and performance under this Agreement does not conflict with and will not result in a violation of any material agreement, judgment, order or decree to which any Party is a party or by which any Party is bound.

10. **Modification/Entire Agreement.** This Agreement is a complete and fully integrated agreement, supersedes any and all previous negotiations and agreements between the Parties, sets forth the entire understanding of the Parties regarding the settlement of all disputes concerning the matters addressed in this Agreement, and may not be modified except by a subsequently executed document signed by all of the Parties. No representations or statements, other than those expressly set forth in the Agreement, were relied upon by the Parties in entering into this Agreement.

11. **Construction.** This Agreement shall be construed under the laws of the State of New York. The Parties acknowledge that this Agreement is the joint product of the Parties, and agree that it shall not be construed against the party originally drafting this Agreement.

12. **Representation by Counsel.** The Parties acknowledge that they have been represented by legal counsel in this matter and/or they have had a full and fair opportunity to seek legal counsel, and that each has carefully read and fully understands the provisions of this Agreement, have had the opportunity to have such Agreement translated to their native language, if necessary, and that each expressly agrees to all of the terms and provisions herein.

13. **Cooperation/Additional Documents.** The Parties agree to cooperate with each other and to execute and deliver any and all documents necessary, or take any other requested action that is necessary, to carry out the terms of this Agreement and/or to complete the intended purposes of this Agreement.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

same instrument. Signatures to this Agreement transmitted and received by facsimile or by email in a PDF format will be deemed original signatures.

15. **Notices.** Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received on the date personally delivered to the respective party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid and addressed to the parties at the addresses set forth below, or such other different address(es) as may be designated by such party by delivering notice to the other party in accordance with this paragraph:

If to Via Port:

ViaPort New York, LLC
Attn: Fuat Agsak
10401 US Highway 441, Suite 2004
Leesburg, Florida 34788

with a copy to:

Brick Law Firm, P.C.
Attn: Andrew Brick, Esq.
2 Computer Drive West, Suite 100
Albany, New York 12205

If to Town:

Town of Rotterdam
Attn: Mollie A. Collins, Supervisor
1100 Sunrise Boulevard
Rotterdam, New York 12306

with a copy to:

Gilchrist Tingley, P.C.
Attn: Jonathon B. Tingley, Esq.
251 River Street, Suite 201
Troy, New York 12180

16. **Severability.** In the event any part of this Agreement shall be determined to be invalid, illegal, or unenforceable under any federal or state law or regulation, or declared null and void by any court of competent jurisdiction, then the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law, and such part shall be reformed, if possible, to conform with the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative so far as reasonably possible to carry out the contractual purposes and terms set forth herein.

~REMAINDER OF PAGE INTENTIONALLY LEFT BLANK~

IN WITNESS WHEREOF, the undersigned has set its hand hereto as of the date first above written.

VIAPORT NEW YORK, LLC, also known as VIA PORT NEW YORK, LLC

By: _____
Fuat Agsak
Authorized Representative

STATE OF Florida)
) ss:
COUNTY OF Seminole)

On the 21st day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Fuat Agsak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the document.

_____
Notary Public

Notary Public State of Florida
Matthew Ferreira
My Commission GG 924456
Expires 10/21/2023

IN WITNESS WHEREOF, the undersigned has set its hand hereto as of the date first above written.

TOWN OF ROTTERDAM

By:_____
Mollie A. Collins
Town Supervisor

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

On the ___ day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Mollie A. Collins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the document.

_____
Notary Public

EXHIBIT A

RELEASE

To all to whom these Presents shall come or may Concern Know That

VIAPORT NEW YORK, LLC, a/k/a VIA PORT NEW YORK, LLC, a limited liability company having offices located at 10401 US Highway 441, Suite 2004, Leesburg, Florida 34788,

as RELEASOR,

in consideration of the sum of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, received from

The **TOWN OF ROTTERDAM**, a municipal corporation, having offices located at 1100 Sunrise Boulevard, Rotterdam, New York, 12306,

as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges the TOWN OF ROTTERDAM, its past, present and future boards, officials, officers, employees, agents, insurers, privies, representatives and attorneys (hereinafter, "RELEASED PARTIES"), from all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE or RELEASED PARTIES, the RELEASOR, RELEASOR'S successors and assigns, and past, present and future parents, subsidiaries, affiliates, shareholders, members, managers, officers, directors, insurers, privies, agents, employees, representatives, and attorneys ever had, now have or thereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE which relates to, arises from, concerns, or is with regard to any proposed, actual, or terminated agreement or understanding pursuant to which RELEASEE or the RELEASED PARTIES would occupy and/or use certain real property and improvements owned by RELEASOR, including that certain "Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and The Town of Rotterdam" (along with any and all exhibits, schedules, amendments, supplements, and modifications thereto of any kind or prepared at any time, if any, hereinafter referred to as the **"Lease Agreement"**), and any and all transactions or actions taken in connection with, in furtherance of, or in contradiction to the Lease Agreement.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has hereunto set RELEASOR'S hand and seal on the _____ day of _____, 2022.

In presence of

VIAPORT NEW YORK, LLC a/k/a
VIA PORT NEW YORK, LLC

Fuat Agsak
Authorized Representative

STATE OF Florida)
COUNTY OF Seminole) ss.:

On the 21st day of October in the year 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared FUAT AGSAK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public

Notary Public State of Florida
Matthew Ferreira
My Commission GG 924456
Expires 10/21/2023

RELEASE

To all to whom these Presents shall come or may Concern Know That

The **TOWN OF ROTTERDAM**, a municipal corporation, having offices located at 1100 Sunrise Boulevard, Rotterdam, New York, 12306,

as RELEASOR,

in consideration of the sum of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, received from

VIAPORT NEW YORK, LLC, a/k/a VIA PORT NEW YORK, LLC, a limited liability company having offices located at 10401 US Highway 441, Suite 2004, Leesburg, Florida 34788,

as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges VIAPORT NEW YORK, LLC, a/k/a VIA PORT NEW YORK, LLC, its successors and assigns, and past, present and future parents, subsidiaries, affiliates, shareholders, members, managers, officers, directors, insurers, privies, agents, employees, representatives, and attorneys (hereinafter, "RELEASED PARTIES"), from all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE or RELEASED PARTIES, the RELEASOR, RELEASOR'S past, present and future boards, officials, officers, employees, agents, insurers, privies, representatives and attorneys ever had, now have or thereafter can, shall or may have for, upon, or by reason of that certain "Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and The Town of Rotterdam" dated on or about November 2, 2021 (along with any and all exhibits, schedules, amendments, supplements, and modifications thereto of any kind or prepared at any time, if any, hereinafter referred to as the **"Lease Agreement"**), and any and all transactions or actions taken in connection with, in furtherance of, or in contradiction to the Lease Agreement, including the making or return of any security deposit thereunder.

This Release is limited to matters relating to, arising from, concerning, or that are in regard to the Lease Agreement. Accordingly, and without limiting the foregoing sentence, nothing in this Release shall be construed as a release or waiver by the TOWN OF ROTTERDAM, its past, present or future boards, officials, officers, employees, agents, insurers, privies, representatives or attorneys, of any matter whatsoever relating to or involving in any way the TOWN OF ROTTERDAM's governmental authority or capacity, including but not limited to, its authority or capacity relating to real property assessment; the imposition, collection and enforcement of taxes, assessments, payments in lieu of taxes, and other charges; the administration and enforcement of any applicable provision of federal, state or local law (including without limitation, the N.Y. Uniform Fire Prevention and Building Code, Town of Rotterdam Town Code, and/or any applicable environmental law, rule or regulation); the provision, administration, and enforcement of matters relating to any municipal utility service to any party (including without limitation, potable water, water for firefighting and emergency response,

stormwater management, and sanitary sewer service); investigation and/or law enforcement; improvement, maintenance, repair, or acquisition of public highways; eminent domain or condemnation; or any legal, equitable, or other right or remedy which exists or arises under any applicable constitution, law, statute, regulation, contract, deed, easement, license, instrument, common law, or principles of equity concerning or in connection with any matter other than the Lease Agreement, that the TOWN OF ROTTERDAM had, has, or may have against RELEASEE, RELEASED PARTIES, or any other party.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has hereunto set RELEASOR'S hand and seal on the _____ day of _____, 2022.

In presence of

TOWN OF ROTTERDAM

_____
Mollie A. Collins
Town Supervisor

STATE OF _____)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared Mollie A. Collins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public

RESOLUTION NO. 237.22

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 3, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO RECOGNIZE THAT THE LEASE AGREEMENT FOR OFFICE SPACE AT 93 WEST CAMPBELL ROAD BY AND BETWEEN VIA PORT NEW YORK, LLC AND THE TOWN OF ROTTERDAM IS VOID

WHEREAS, pursuant to Town Law § 81 (1) (b) and Town Law § 220 (2), a town board is authorized to lease a town hall, town lockup or other necessary building for town purposes, provided that a resolution authorizing such lease is adopted subject to permissive referendum; and

WHEREAS, Town Law § 90 requires that within 10 days of adoption of a resolution subject to permissive referendum, the town clerk shall, in the same manner as provided for notice of a special election, post and publish a notice which shall set forth the date of the adoption of the resolution and contain an abstract of such resolution concisely stating the purpose and effect thereof and specify that the resolution was adopted subject to a permissive referendum; and

WHEREAS, the failure to post and publish a notice of adoption of a resolution subject to permissive referendum as required in Town Law § 90 has been determined to be a jurisdictional defect that prevents such a resolution from becoming effective and rendering void *ab initio* any action taken in furtherance thereof; and

WHEREAS, Town Law §§ 81(1)(b), 220(2), and 90 are applicable to actions taken by the Town Board to the extent such actions fall within the scope of their provisions; and

WHEREAS, by Resolution 214.21 adopted on August 11, 2021, the Town Board voted in favor of authorizing the then-Town Supervisor to enter into a lease agreement with ViaPort Rotterdam, located at 93 West Campbell Road, 12306, for the lease of office space; and

WHEREAS, the Town's lease of such office space was subject to the requirements of Town Law § 81 (1) (b) and Town Law § 220 (2); and

WHEREAS, Resolution 214.21 did not identify that it was adopted subject to permissive referendum, nor did it direct or instruct the Town Clerk to post and publish a notice of adoption of the resolution in accordance with Town Law § 90; and

WHEREAS, the Town Clerk did not post and publish a notice of adoption of Resolution 214.21 in accordance with Town Law § 90; and

WHEREAS, the Town otherwise did not comply with the requirements of Town Law § 90 with respect to Resolution 214.21; and

WHEREAS, on or about November 2, 2021, the then-Town Supervisor executed a certain Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and the Town of Rotterdam (hereinafter, the "Lease Agreement"); and

WHEREAS, the Lease Agreement provided that "Tenant [the Town of Rotterdam] has deposited with Landlord, as security for Tenant's compliance with this lease, the Security in an amount of $1,000,000, which shall be used to secure Tenant's obligations under the lease, but may also be applied by Landlord toward the payment of any amounts for any work detailed in Exhibit B, 'Landlord's Work' [relating to renovating the premises for use as town office and related space]"; and

WHEREAS, on or about December 1, 2021, the Town Board purported to authorize designation of $1,000,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to begin the rehabilitation of the premises that are the subject of the Lease Agreement; and

WHEREAS, the Town of Rotterdam deposited $1,000,000 with the Landlord purportedly as security on or about December 6, 2021, paid from A1620 4900 (Building Repairs); and

WHEREAS, by virtue of the Town Board's failure to adopt a resolution to authorize the Lease Agreement subject to permissive referendum and the failure to post and publish notice of adoption of Resolution 214.21 in accordance with Town Law § 90, the execution of the Lease Agreement, and actions taken in furtherance thereof, were not properly authorized, are jurisdictionally defective, and are void *ab initio*;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby finds and determines that the Lease Agreement was not authorized in accordance with New York State law and is jurisdictionally defective, and therefore is void *ab initio* and unenforceable.

SECTION 2. The designation of $1,000,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to begin the rehabilitation of the premises that are the subject of the Lease Agreement was and is not authorized and is void *ab initio*.

SECTION 3. The deposit of $1,000,000 with Via Port New York, LLC, as security under the Lease Agreement was and is not authorized, and the Town Supervisor, the Town Comptroller, the Attorney for the Town, and their respective designees are hereby authorized to pursue such action as may be necessary to secure the return of such deposit from Via Port New York, LLC, provided, however, that further Town Board resolution shall be required prior to commencement of any litigation.

SECTION 4. The Town Supervisor, Town Comptroller, and Attorney for the Town, and their respective designees, are hereby authorized to take any such action as may be necessary or appropriate to effectuate this Resolution, provided, however, that further Town Board resolution shall be required prior to commencement of any litigation.

SECTION 5. This resolution shall become effective August 3, 2022.

DATED: August 3, 2022

NAME	AYES	NOES	ABSTAIN
Christou **(Absent)**			
Miller-Herrera			**X**
Dodson	**X**		
Mastroianni	**X**		
Collins	**X**		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam **Special** Meeting on August 3, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 4, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County N.Y.

Gilchrist
Tingley, P.C.
ATTORNEYS AT LAW

Jonathon B. Tingley
jtingley@gilchristtingley.com
(518) 238-3759 ext. 203

August 4, 2022

VIA EMAIL – andy@brickfirm.com
AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED
Andrew Brick, Esq.
Brick Law Firm, P.C.
2 Computer Drive W, Suite 100
Albany, New York 12205

Re: Rotterdam – Via Port New York, LLC

Dear Mr. Brick:

I write to you in your capacity as counsel for Via Port New York, LLC.

Town Law § 81 and Town Law § 220 authorizes a town board to lease space for town purposes by resolution, subject to permissive referendum. Under Town Law § 90, within 10 days of adoption of a resolution subject to permissive referendum, the town clerk is required to post and publish a notice of adoption of the resolution, setting forth the date of adoption, an abstract of the resolution, and specifying that the resolution was adopted subject to permissive referendum. The failure to post and publish notice of adoption of a resolution subject to permissive referendum is a jurisdictional defect in the resolution that prevents it from becoming effective and renders it void *ab initio*, along with any action taken in furtherance of such resolution.

The lease between Via Port New York, LLC and the Town of Rotterdam was purportedly authorized by Resolution 214.21, adopted on August 11, 2021 by the Town Board. It was not adopted subject to permissive referendum, as required. The Town Clerk did not post and publish notice of adoption of the resolution, as required.

The former Town Supervisor's execution of the subject lease agreement on November 2, 2021 was undertaken without authority, as Resolution 214.21 was jurisdictionally defective in light of these material and substantive errors in mandatory procedure.

On August 3, 2022, the Town Board adopted Resolution 237.22 (copy enclosed) which found and determined that the subject lease agreement was not authorized in accordance with New York law, is jurisdictionally defective, and therefore is void *ab initio* and unenforceable. Actions taken in furtherance of the lease likewise are without authority, including the December 2021 deposit of the security in the amount of $1,000,000 purportedly made pursuant to the terms of the invalid lease. In Resolution 237.22, the Town Board directed the

Town Supervisor, the Town Comptroller, and my office to secure the return of the $1,000,000 deposit.

Accordingly, demand is hereby made that, within two weeks of the date of this letter, Via Port New York, LLC return the $1,000,000 that was transferred by wire on or about December 6, 2021, by the Town of Rotterdam to Via Port New York, LLC purportedly as the security deposit under the invalid lease. Your client may return the $1,000,000 by coordinating directly with Marcus Montgomery, Town of Rotterdam Town Comptroller, and Mollie A. Collins, Town of Rotterdam Town Supervisor, or you may contact me to coordinate the return of the $1,000,000 to the Town.

Very truly yours,

GILCHRIST TINGLEY, P.C.

By: _____
Jonathon B. Tingley

Encl.
cc: Mollie A. Collins, Town Supervisor
Marcus Montgomery, Town Comptroller

RESOLUTION NO. 237.22

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 3, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO RECOGNIZE THAT THE LEASE AGREEMENT FOR OFFICE SPACE AT 93 WEST CAMPBELL ROAD BY AND BETWEEN VIA PORT NEW YORK, LLC AND THE TOWN OF ROTTERDAM IS VOID

WHEREAS, pursuant to Town Law § 81 (1) (b) and Town Law § 220 (2), a town board is authorized to lease a town hall, town lockup or other necessary building for town purposes, provided that a resolution authorizing such lease is adopted subject to permissive referendum; and

WHEREAS, Town Law § 90 requires that within 10 days of adoption of a resolution subject to permissive referendum, the town clerk shall, in the same manner as provided for notice of a special election, post and publish a notice which shall set forth the date of the adoption of the resolution and contain an abstract of such resolution concisely stating the purpose and effect thereof and specify that the resolution was adopted subject to a permissive referendum; and

WHEREAS, the failure to post and publish a notice of adoption of a resolution subject to permissive referendum as required in Town Law § 90 has been determined to be a jurisdictional defect that prevents such a resolution from becoming effective and rendering void *ab initio* any action taken in furtherance thereof; and

WHEREAS, Town Law §§ 81(1)(b), 220(2), and 90 are applicable to actions taken by the Town Board to the extent such actions fall within the scope of their provisions; and

WHEREAS, by Resolution 214.21 adopted on August 11, 2021, the Town Board voted in favor of authorizing the then-Town Supervisor to enter into a lease agreement with ViaPort Rotterdam, located at 93 West Campbell Road, 12306, for the lease of office space; and

WHEREAS, the Town's lease of such office space was subject to the requirements of Town Law § 81 (1) (b) and Town Law § 220 (2); and

WHEREAS, Resolution 214.21 did not identify that it was adopted subject to permissive referendum, nor did it direct or instruct the Town Clerk to post and publish a notice of adoption of the resolution in accordance with Town Law § 90; and

WHEREAS, the Town Clerk did not post and publish a notice of adoption of Resolution 214.21 in accordance with Town Law § 90; and

WHEREAS, the Town otherwise did not comply with the requirements of Town Law § 90 with respect to Resolution 214.21; and

WHEREAS, on or about November 2, 2021, the then-Town Supervisor executed a certain Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and the Town of Rotterdam (hereinafter, the "Lease Agreement"); and

WHEREAS, the Lease Agreement provided that "Tenant [the Town of Rotterdam] has deposited with Landlord, as security for Tenant's compliance with this lease, the Security in an amount of $1,000,000, which shall be used to secure Tenant's obligations under the lease, but may also be applied by Landlord toward the payment of any amounts for any work detailed in Exhibit B, 'Landlord's Work' [relating to renovating the premises for use as town office and related space]"; and

WHEREAS, on or about December 1, 2021, the Town Board purported to authorize designation of $1,000,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to begin the rehabilitation of the premises that are the subject of the Lease Agreement; and

WHEREAS, the Town of Rotterdam deposited $1,000,000 with the Landlord purportedly as security on or about December 6, 2021, paid from A1620 4900 (Building Repairs); and

WHEREAS, by virtue of the Town Board's failure to adopt a resolution to authorize the Lease Agreement subject to permissive referendum and the failure to post and publish notice of adoption of Resolution 214.21 in accordance with Town Law § 90, the execution of the Lease Agreement, and actions taken in furtherance thereof, were not properly authorized, are jurisdictionally defective, and are void *ab initio*;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby finds and determines that the Lease Agreement was not authorized in accordance with New York State law and is jurisdictionally defective, and therefore is void *ab initio* and unenforceable.

SECTION 2. The designation of $1,000,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to begin the rehabilitation of the premises that are the subject of the Lease Agreement was and is not authorized and is void *ab initio*.

SECTION 3. The deposit of $1,000,000 with Via Port New York, LLC, as security under the Lease Agreement was and is not authorized, and the Town Supervisor, the Town Comptroller, the Attorney for the Town, and their respective designees are hereby authorized to pursue such action as may be necessary to secure the return of such deposit from Via Port New York, LLC, provided, however, that further Town Board resolution shall be required prior to commencement of any litigation.

SECTION 4. The Town Supervisor, Town Comptroller, and Attorney for the Town, and their respective designees, are hereby authorized to take any such action as may be necessary or appropriate to effectuate this Resolution, provided, however, that further Town Board resolution shall be required prior to commencement of any litigation.

SECTION 5. This resolution shall become effective August 3, 2022.

DATED: August 3, 2022

NAME	AYES	NOES	ABSTAIN
Christou **(Absent)**			
Miller-Herrera			X
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam **Special** Meeting on August 3, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 4, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County, N.Y.

Brick Law Firm, P.C.

ATTORNEYS AT LAW
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ALBANY, NEW YORK 12205
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ANDREW BRICK, ESQ.

OF COUNSEL
DONALD ZEE, ESQ.
LINDA S. LEARY, ESQ.

LEGAL ASSISTANTS
CHERI A. McGEARY
WENDY E. SHAY

VIA USPS FIRST CLASS MAIL & EMAIL (jtingley@gilchristtingley.com)

September 30, 2022

Mr. Jonathon B. Tingley, Esq.
Attorney for the Town of Rotterdam
Gilchrist Tingley, PC
251 River Street, Suite 201
Troy, NY 12180

Re: Lease dated November 2nd, 2021 between Via Port New York LLC and the Town of Rotterdam

Jonathon,

Dear ~~Mr. Tingley~~:

I am writing to you on behalf of our client, Via Port New York, LLC (Via Port). This correspondence is in response to your letter dated August 4, 2022 pertaining to the Lease Agreement between our clients.

The actions taken by the Town Board at its meeting on August 3rd, 2022, as memorialized in your subsequent correspondence, constitute a default of your client's obligations pursuant to the terms of the Lease Agreement. It is clear that your client is attempting to unilaterally terminate the Lease Agreement constituting a default thereof. Pursuant to Article 15 of the Lease between the parties, the clear and unequivocal remedy for a default of lease terms by your client is payment of:

> *"an amount equal to, in lump sum, the Base Rent and Additional Rent which would have been payable by Tenant under this Lease had this lease not been so terminated (or had Tenant's right of possession not been terminated) for the period commencing after said termination and ending on the last day of the Term."*

Application of this language results in substantial damages being owed by the Town as the remedy for default under the Lease.

Since August 4th, ViaPort has been actively seeking to mitigate its damages caused by the Town's abrupt and surprise default and has been actively seeking a new tenant for the space. In an effort to continue to be a good neighbor, Viaport will consider reducing the remedy amount owed in the event that it is able to mitigate its damages by securing a new tenant for the space.

As you are likely aware, Viaport has met all of its obligations under the Lease. It has done so in good faith and in reliance upon the words and actions of the Town of Rotterdam and its officials. Viaport's reliance upon the official acts of Town officials, including those authorizing the Lease and those executing the document itself, have now resulted in significant financial detriment to Viaport. The damages flowing from this default by the Town are still accruing to Viaport.

Viaport has been and remains a model corporate citizen and has always stood ready to assist and support the Town of Rotterdam and its residents. Viaport does not want recent events to rupture the positive relationship that has existed with the Town of Rotterdam. But ViaPort now faces significant financial damages through no fault of its own. ViaPort remains willing to discuss with the Town potential solutions to the current situation in an effort to avoid the costs and negative impacts of litigation of this matter.

Please consult with your client and contact me to discuss further.

Sincerely,

BRICK LAW FIRM, P.C.

By: _____
Andrew Brick, Esq.

AB:tlc

cc: Fuat Agsak, Via Port NY, LLC Via Email (fuat@viaportusa.com)

RESOLUTION NO. 301.22

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 9 OF 2022 AND AUTHORIZING COMMENCEMENT OF THE REVIEW AND ADOPTION PROCESS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. 9 of 2022, which would designate zoning districts in which adult-use cannabis retail dispensaries and adult-use on-site consumption facilities would be permissible and would regulate same.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. 9 of 2022 is a Type I action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.4 (b) (2), that there are no other involved agencies (as that term is defined under the SEQRA regulations) other than the Town Board, and therefore establishes itself as lead agency for purposes of conducting the SEQRA review.

SECTION 3. The Town Board hereby authorizes the Town Senior Planner to prepare, file, publish, and distribute all documents necessary to comply with 6 NYCRR Part 617 (SEQRA).

SECTION 4. The Town Board hereby authorizes and directs the Town Senior Planner to refer Introductory Local Law No. 9 of 2022 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 5. The Town Board hereby authorizes and directs the Town Senior Planner to refer Introductory Local Law No. 9 of 2022 to the Schenectady County Department of Economic Development & Planning pursuant to N.Y. General Municipal Law § 239-m and to circulate such other notices as may be required by law.

SECTION 6. The Town Clerk is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 14th day of December, 2022 for the following purpose:

For receipt of comment on the potential enactment of Introductory Local Law No. 9 of 2022 to amend Chapter 270 of the Town Code of the Town of Rotterdam, Zoning, relating to designating zoning districts in which adult-use cannabis retail dispensaries and adult-use cannabis on-site consumption facilities shall be permissible and adopting regulations for such uses.

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

DATED: October 26, 2022
Daily Gazette: Please publish once on December 1, 2022
Town Clerk
Post

SECTION 7. This resolution shall become effective October 26, 2022.

DATED: October 26, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: October 20, 2022

TO: Mollie A. Collins, Town Supervisor

FROM: Peter Comenzo, Sr. Planner

TITLE OF REQUEST: Town Board to Establish Lead Agency, Refer to the Planning Board for Report and Recommendation, and call for Public Hearing for the adoption of updates to the Town Zoning Code relating to Adult-Use Cannabis Retail Dispensaries and Adult-Use Cannabis On-Site Consumption Facilities

TOWN BOARD MEETING: October 26, 2022

Background Information: The Town Board of the Town of Rotterdam is considering an amendment to Chapter 270 of the Town Code of the Town of Rotterdam, which would permit and regulate Adult-Use Cannabis Retail Dispensaries and Adult-Use Cannabis On-Site Consumption Facilities.

Evaluation/Analysis: This is a Type 1 action. The Town is the only involved agency and therefore establishes itself as lead agency pursuant to 6 NYCRR Part 617, State Environmental Quality Review. Chapter 270-174(b) requires the Town Board to refer amendments to Planning Board for a report and recommendation. Chapter 270-175(a) also requires that a public hearing notice be published in the official newspaper.

Recommendation(s): Town Board to Establish Lead Agency, refer to the Planning Board for a Report and Recommendation, and call for a public hearing to be held on December 14, 2022 on a proposed amendment to the Town Code of the Town of Rotterdam which would permit and regulate Adult-Use Cannabis Retail Dispensaries and Adult-Use Cannabis On-Site Consumption Facilities

Attachment/Document(s): Part 1 Full Environmental Assessment Form
Draft Local Law #9 of the Year 2022

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): 6NYCRR Part 617 - State Environmental Quality Review
Rotterdam Town Code Chapter 270

LEGISLATION WILL BE PREPARED BY: Supervisors Office

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

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

□County □City √Town □Village
(select one:)

of Rotterdam

Introductory Local Law No. 9 of the year 2022

A LOCAL LAW TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

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

See attached.

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

TOWN OF ROTTERDAM

INTRODUCTORY LOCAL LAW NO. 9 OF THE YEAR 2022

A LOCAL LAW TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

SECTION 1 – TITLE

This local law shall be referred to as "A Local Law to Amend Chapter 270, Zoning, of the Town Code of the Town of Rotterdam".

SECTION 2 – AUTHORITY

This local law is enacted by the Town Board of the Town of Rotterdam pursuant to the N.Y. Municipal Home Rule Law, N.Y. Town Law Article 16, and N.Y. Cannabis Law § 131.

SECTION 3 – AMENDMENTS

Chapter 270, Zoning, of the Town Code of the Town of Rotterdam shall be amended as follows:

A. Section 270-5, relating to definitions of terms, is hereby amended to add the following definitions of terms, to be inserted in proper alphabetical order:

LICENSED ADULT-USE CANNABIS ON-SITE CONSUMPTION FACILITY
A facility or business at which the consumption of cannabis is allowed pursuant to a lawfully issued license for an adult-use cannabis on-site consumption location under the N.Y. Cannabis Law and regulations promulgated thereunder.

LICENSED ADULT-USE CANNABIS RETAIL DISPENSARY
A facility or business engaged in the acquisition, possession, sale and delivery of cannabis to cannabis consumers pursuant to a lawfully issued license for an adult-use cannabis retail dispensary under the N.Y. Cannabis Law and regulations promulgated thereunder, and not including any licensed adult-use cannabis on-site consumption facility.

B. Section 270-65, relating to special uses permissible within the B-2 General Business zoning district, is hereby amended to add a new Paragraph O to read in its entirety as follows:

O. Licensed adult-use cannabis retail dispensaries.

C. Section 270-73, relating to special uses permissible within the I-1 Light Industrial zoning district, is hereby amended to add new Paragraphs P and Q to read in their entirety as follows:

P. Licensed adult-use cannabis retail dispensaries.

Q. Licensed adult-use cannabis on-site consumption facilities.

D. Paragraph C of Section 270-75, relating to prohibited uses in the I-1 Light Industrial zoning district, is hereby amended to read in its entirety as follows:

C. All uses listed in the I-2 District, except those uses listed in this article as permitted.

E. Paragraph A of Section 270-83, relating to uses permitted as of right in the I-2 Heavy Industrial zoning district, is hereby amended to read in its entirety as follows:

A. All principal permitted and special uses listed in the I-1 District use regulations, except towers, licensed adult-use cannabis retail dispensaries, and licensed adult-use cannabis on-site consumption facilities.

F. Section 270-84, relating to special uses permissible within the I-2 Heavy Industrial zoning district, is hereby amended to add new Paragraphs H and I to read in their entirety as follows:

H. Licensed adult-use cannabis retail dispensaries.

I. Licensed adult-use cannabis on-site consumption facilities.

G. Paragraph G of Section 270-157, relating to prohibited home occupations, is hereby amended to add new subparagraphs (9) and (10) to read in their entirety as follows:

(9) Licensed adult-use cannabis retail dispensaries.

(10) Licensed adult-use cannabis on-site consumption facilities.

H. Article XVIII, relating to specific use regulations, is hereby amended to add a new Section 270-162.1, entitled "Licensed Adult-Use Cannabis Retail Dispensaries and On-Site Consumption Facilities", to immediately follow Section 270-162 and to read in its entirety as follows:

§ 270-162.1. Licensed Adult-Use Cannabis Retail Dispensaries and On-Site Consumption Facilities.

A. Permissible locations of licensed adult-use cannabis retail dispensaries and licensed adult-use cannabis on-site consumption facilities.

(1) Licensed adult-use cannabis retail dispensaries are permissible in the B-2 General Business, I-1 Light Industrial, and I-2 Heavy Industrial Zoning Districts in the Town of Rotterdam upon issuance of a special use permit and site plan approval by the Planning Commission.

(2) Licensed adult-use cannabis on-site consumption facilities are permissible in the I-1 Light Industrial, and I-2 Heavy Industrial Zoning Districts in the Town of Rotterdam upon issuance of a special use permit and site plan approval by the Planning Commission.

B. All applications for licensed adult-use cannabis retail dispensaries and licensed adult-use cannabis on-site consumption facilities shall be reviewed and determined in accordance with the procedures and standards set forth in Article XVII (Site Plan Approval) and Article XIX (Special Use Permits) of this chapter. In addition, the following provisions shall apply:

(1) Licensed adult-use cannabis retail dispensaries and licensed adult-use cannabis on-site consumption facilities shall not open before 9 AM nor remain open after 9 PM Mondays through Saturdays and shall not open before 12 PM nor remain open after 6 PM on Sundays.

(2) Licensed adult-use cannabis retail dispensaries and licensed adult-use cannabis on-site consumption facilities shall comply with all location, distance and separation requirements imposed by state regulations and licensing.

(3) An applicant for a special use permit and site plan approval under this section shall demonstrate, through competent technical proof, that its proposal includes sufficient off-street parking to fully support the

anticipated parking load for the proposed use. Such competent technical proof shall include an assessment of parking loads at other established similar adult-use cannabis uses within the region (including, where appropriate, outside of New York State).

(4) An applicant for a special use permit and site plan approval under this section shall demonstrate that its proposal and the surrounding neighborhood includes sufficient pedestrian facilities and amenities (including as appropriate and without limitation, sidewalks, crosswalks, traffic signals, paths, bike lanes, benches, bus stops, and adequate lighting) to provide invitees a safe and efficient means to access the site through means other than by motor vehicle.

(5) An applicant for a special use permit and site plan approval under this section shall demonstrate that its proposal includes sufficient ingress and egress points designed to permit safe and efficient access from adjoining public streets and to avoid traffic congestion.

(6) An applicant for a special use permit and site plan approval under this section shall demonstrate that its proposed use will not cause discernable odors beyond the property line, or where the proposed use is permissible as one of multiple uses on the same lot, beyond the boundary of the area designated specifically for the proposed adult-use cannabis use (e.g., the tenant space).

(7) Any special use permit approval or site plan approval shall be deemed to be conditioned upon the applicant securing and continuously maintaining the appropriate state license for its proposed use. No applicant shall begin adult-use cannabis retail dispensary or adult-use cannabis on-site consumption facility operations until such state license has been issued, and proof thereof has been provided to the enforcement official of the Town. Any special use permit approval or site plan approval shall be deemed to expire upon the suspension, revocation, termination, non-renewal, or expiration of any such state license that results in any period of time during which the use lacks a current, effective and valid state license for such use.

I. Paragraph A of Section 270-169, relating to expiration of special use permits, is hereby amended to read in its entirety as follows:

A. Expiration. In addition to any other provisions set forth in this chapter relating to expiration of a special use permit, the following provisions shall apply:

(1) In any case where a special use is not in operation within one year after the date of granting thereof, the special use or authorization thereof shall be null and void.

(2) A special use permit shall expire if such use shall cease for more than six consecutive months for any reason.

J. Article XXI, relating to miscellaneous provisions, is hereby amended to add a new Section 270-183.1, entitled "Severability", to immediately follow Section 270-183 and to read in its entirety as follows:

§ 270-183.1. Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

SECTION 4 – SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this local law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this local law, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

SECTION 5 – EFFECTIVE DATE

This Local Law shall become effective upon filing with the New York Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. ___ of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2022 in accordance with the applicable provisions of law.

~~**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20_____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative body)~~

~~(Elective Chief Executive Officer)~~*

~~**3. (Final adoption by referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20_____, in accordance with the applicable provisions of law.~~

~~(Name of Legislative body)~~

~~(Elective Chief Executive Officer)~~*

~~**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20_____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____, in accordance with the applicable provisions of law.~~

~~(Name of Legislative body)~~

~~(Elective Chief Executive Officer)~~*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

~~**5. (City local law concerning Charter revision proposed by petition.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20___ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.~~

~~**6. (County local law concerning adoption of Charter.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the County of _____, State of New York, having been submitted to the electors at the General Election of _____ 20_____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.~~

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

_____
Diane Marco, Town of Rotterdam Town Clerk
Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body

(Seal)

Date: _____

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Introductory Local Law No. 9 of 2022 - A Local Law To Amend Chapter 270, Zoning, of the Town of Rotterdam Town Code (Cannabis)		
Project Location (describe, and attach a general location map): Town of Rotterdam		
Brief Description of Proposed Action (include purpose or need): Adult-use cannabis retail dispensaries and adult-use cannabis on-site consumption facilities are anticipated to be sited within the Town of Rotterdam. Introductory Local Law No. 9 of 2022 would designate the B-2 (General Business), I-1 (Light Industrial), and I-2 (Heavy Industrial) zoning districts as the zoning districts in which adult-use cannabis retail dispensaries would be permissible (by special use permit and site plan approval). It would also designate I-1 (Light Industrial) and I-2 (Heavy Industrial) as the zoning districts in which adult-use cannabis on-site consumption facilities would be permissible (by special use permit and site plan approval). Both such uses would be prohibited as home occupations. Both such uses would be subject to regulation, including restricted hours of operation, location/distancing requirements, and the life of the special use permit of any such use would be coterminous with the life of the appropriate state license for such use.		
Name of Applicant/Sponsor: Town Board of the Town of Rotterdam	Telephone: 518-355-7575 E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): Peter Comenzo, Senior Planner	Telephone: 518-355-7575 E-Mail: pcomenzo@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board - Enactment of Local Law	10/26/2022
b. City, Town or Village Planning Board or Commission ☐Yes ☐No		
c. City, Town or Village Zoning Board of Appeals ☐Yes ☐No		
d. Other local agencies ☐Yes ☐No		
e. County agencies ☐Yes ☐No		
f. Regional agencies ☐Yes ☐No		
g. State agencies ☐Yes ☐No		
h. Federal agencies ☐Yes ☐No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes ☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):

Remediaton Sites:447001, Remediaton Sites:447024, Remediaton Sites:V00063, Remediaton Sites:V00649, Remediaton Sites:447027, Remediaton Sites:447031, Remediaton Sites:V00011, Remediaton Sites:447005, Remediaton Sites:447006, Remediaton Sites:447004, NYS Heritage Areas:Mohawk Valley Heritage Corridor, NYS Heritage Areas:Schenectady

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☑Yes ☐No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
B-2 (General Business), I-1 (Light Industrial), I-2 (Heavy Industrial)

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? The local law would designate zoning districts for and regulate adult-use cannabis uses.

C.4. Existing community services.

a. In what school district is the project site located? Schalmont, Rotterdam-Mohonasen, Schenectady

b. What police or other public protection forces serve the project site?
Rotterdam Police Department, Schenectady County Sheriff's Office, New York State Police

c. Which fire protection and emergency medical services serve the project site?
FD# 1 Rotterdam Jct, FD# 2 Curry Rd, FD # 3 Carman, FD # 4 Pattersonville, FD # 5 Pine Grove, FD #6 S. Schenectady, FD#7 Schonowe, FD #8 Plotterki

d. What parks serve the project site?
Boxwood Park, Erie Canal Lock Parks, Eunice O. Esposito Park, Fiero Park, Juracka Park, Kiwanis Park, Leonard C. White Park, Memorial Park, Pansy Park, Plotter Kill Nature Preserve, Rotterdam Junction, Woestina Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

f. Does the project include new residential uses? ☐Yes ☐No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☐No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☐No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☐No

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☐No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☐No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☐No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☐No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

_____

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

_____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

_____

_____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

_____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

_____

- If to surface waters, identify receiving water bodies or wetlands: _____

_____

_____

- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☐No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes☐No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes☐No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes☐No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☐No

If yes:

i. Provide details including sources, time of day and duration:

_____

_____

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☐No

Describe: _____

_____

n. Will the proposed action have outdoor lighting? ☐Yes ☐No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

_____

_____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☐No

Describe: _____

_____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☐No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

_____

_____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☐No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

_____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐No

If Yes:

i. Describe proposed treatment(s):

_____

_____

_____

_____

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____

_____

- Operation: _____

_____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____

_____

- Operation: _____

_____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☐ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☐ No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐ Yes ☐ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☑ Yes ☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☑ Yes ☐ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☑ Yes – Environmental Site Remediation database — Provide DEC ID number(s): 447001, 447024, V00063, V00...

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No

If yes, provide DEC ID number(s): 447001, 447021, 447024, V00063, V00649, 447027,...

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☐ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ _____%
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: ☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☑ Yes ☐ No
If Yes, describe: Plotterkill Preserve - Rotterdam, Scotia Sand & Stone Company

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 863-640, 863-686, 863-687, 863-691, 876-99, 876... Classification A, C, C(T), B, B(T)
- Lakes or Ponds: Name 863-686, 876-98, 876-101 Classification C
- Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe... Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) RJ-1, P-12, P-13, S-117, S-...

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑ Yes ☐ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Name - Pollutants - Uses:Minor Tribs to Mohawk River – Unknown Toxicity – Recreation;Habitat/Hydrolgy;Aquatic Life

i. Is the project site in a designated Floodway? ☑ Yes ☐ No

j. Is the project site in the 100-year Floodplain? ☑ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☑ Yes ☐ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:
i. Name of aquifer: Principal Aquifer, Primary Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA

m. Identify the predominant wildlife species that occupy or use the project site:

n. Does the project site contain a designated significant natural community? ☑ Yes ☐ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): Pitch Pine-Oak Forest, Pine Barrens Vernal Pond

ii. Source(s) of description or evaluation:

iii. Extent of community/habitat:

- Currently: 2819.0, 0.53 acres
- Following completion of project as proposed: acres
- Gain or loss (indicate + or -): acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐ No

If Yes:

i. Species and listing (endangered or threatened): Side Oats Grama, Brown Bog Sedge, Bald Eagle, Karner Blue, Carey's Smartweed

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:

i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No

If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☑ Yes ☐ No

If Yes, provide county plus district name/number: SCHE001

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No

i. If Yes: acreage(s) on project site?

ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☑ Yes ☐ No

If Yes:

i. CEA name: Aquifer Area Overlay Zone

ii. Basis for designation: Conserve, improve, protect natural resources

iii. Designating agency and date: Agency:Rotterdam, Town of, Date:4-5-85

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: Eligible property:Rotterdam Fire District No. 7, Eligible property:Rotterdam Area Maintenance Support Activity #8, El...

iii. Brief description of attributes on which listing is based:

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

i. Identify resource:

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

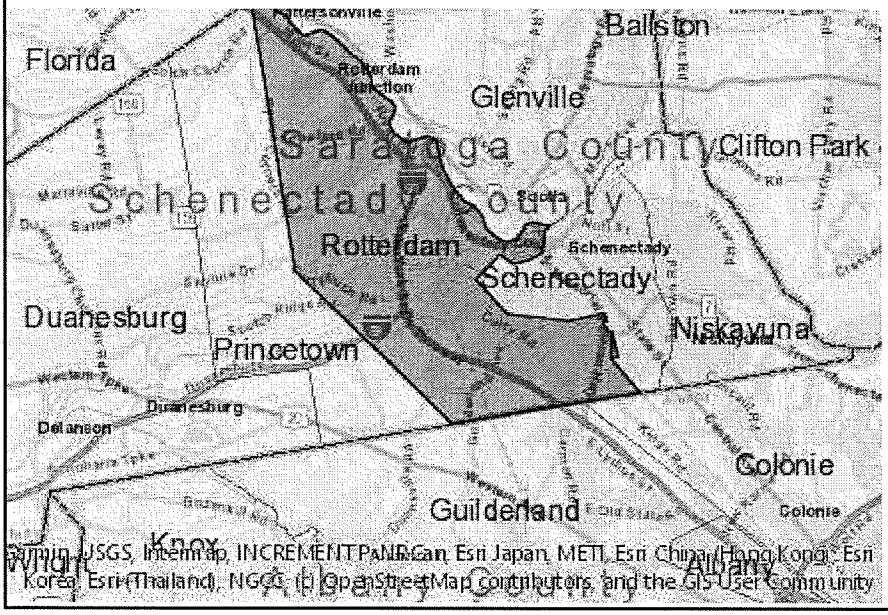
Applicant/Sponsor Name Town Board of the Town of Rotterdam Date October 20, 2022

Signature Mollie A. Collins Title Town Supervisor

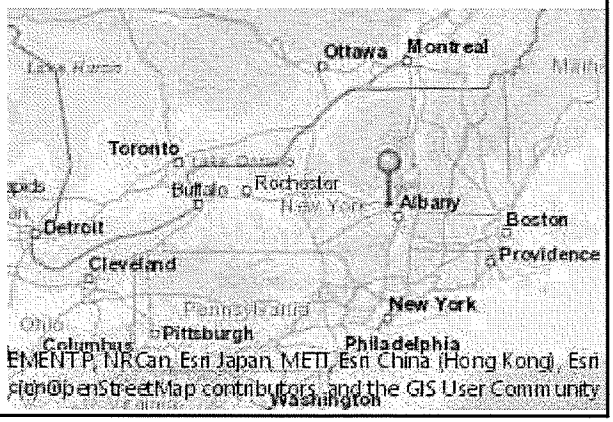
PRINT FORM

EAF Mapper Summary Report

Thursday, October 20, 2022 8:13 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediaton Sites:447001, Remediaton Sites:447024, Remediaton Sites:V00063, Remediaton Sites:V00649, Remediaton Sites:447027, Remediaton Sites:447031, Remediaton Sites:V00011, Remediaton Sites:447005, Remediaton Sites:447006, Remediaton Sites:447004, NYS Heritage Areas:Mohawk Valley Heritage Corridor, NYS Heritage Areas:Schenectady
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	447001, 447024, V00063, V00649, 447027, 447031, V00011, 447005, 447006, 447004
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	447001, 447021, 447024, V00063, V00649, 447027, 447031, V00011, 447005, 447006, 447004, 447007, 447026, E447035, 447047, B00167
E.2.g [Unique Geologic Features]	Yes
E.2.g [Unique Geologic Features]	Plotterkill Preserve - Rotterdam, Scotia Sand & Stone Company
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

E.2.h.iv [Surface Water Features - Stream Name]	863-640, 863-688, 863-687, 863-691, 876-99, 876-102, 876-110, 876-111, 876-113, 876-106, 876-105, 876-8, 876-103, 876-109, 876-108, 876-39, 863-688, 863-690, 863-689, 876-98, 876-101, 876-100, 876-7
E.2.h.iv [Surface Water Features - Stream Classification]	A, C, C(T), B, B(T)
E.2.h.iv [Surface Water Features - Lake/Pond Name]	863-686, 876-98, 876-101
E.2.h.iv [Surface Water Features - Lake/Pond Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):34.7, NYS Wetland (in acres):12.1, NYS Wetland (in acres):43.1, NYS Wetland (in acres):93.7, NYS Wetland (in acres):1.9, NYS Wetland (in acres):158.4, NYS Wetland (in acres):27.6, NYS Wetland (in acres):157.1
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	RJ-1, P-12, P-13, S-117, S-13, S-4, S-118, S-115
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Minor Tribs to Mohawk River – Unknown Toxicity – Recreation;Habitat/Hydrolgy;Aquatic Life
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA
E.2.n. [Natural Communities]	Yes
E.2.n.i [Natural Communities - Name]	Pitch Pine-Oak Forest, Pine Barrens Vernal Pond
E.2.n.i [Natural Communities - Acres]	2819.0, 0.53
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Side Oats Grama, Brown Bog Sedge, Bald Eagle, Karner Blue, Carey's Smartweed
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	SCHE001
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Aquifer Area Overlay Zone
E.3.d.ii [Critical Environmental Area - Reason]	Conserve, improve, protect natural resources
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Rotterdam, Town of, Date:4-5-85
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.

E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Rotterdam Fire District No. 7, Eligible property:Rotterdam Area Maintenance Support Activity #8, Eligible property:SCHERMERHORN HOUSE, Eligible property:THE ARENT SAMUELSE BRADT HOUSE, Eligible property:NEWBERRY HOUSE, Eligible property:THE PUTNAM HOUSE, Eligible property:Van Wormer farm, Eligible property:Enlarged Erie Canal Lock 25, Eligible property:VEDDER HOUSE 300P, Eligible property:Five-bay Frame Farmhouse, Barn Complex, Eligible property:Frame Farmhouse and Barn, Eligible property:Former Schoolhouse No. 11, ca. 1866/1960s, Eligible property:SUPPLY DEPOT HOUSING (?), Eligible property:Former Schenectady General Reserve Depot, Eligible property:VAN SLYKE HOUSE, Eligible property:Aaron Bradt House/Keepers of the Circle, Eligible property:GIFFORD HOUSE, Eligible property:R. Bradshaw house, New York State Barge Canal Historic District, Mabee House, Dellemont-Wemple Farm, Enlarged Double Lock No. 23, Old Erie Canal, Hotel Van Curler, Stockade Historic District, General Electric Research Laboratory
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No