

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**

January 1, 2023

1:00 PM

Organizational Meeting

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

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

- 1.23** To enter into a contract with Gilchrist Tingley, P.C. as Attorneys for the Town of Rotterdam and as Attorneys for the Town Planning Commission.
- 2.23** To reappoint Charles Jack Dodson to the position of Deputy Supervisor.
- 3.23** To reappoint Megan Griffin to the position of Confidential Secretary to the Supervisor.
- 4.23** To reappoint Marcus Montgomery to the position of Comptroller.
- 5.23** To appoint Allison Kartner as a part time Clerk.
- 6.23** To reappoint Thomas P. Yuille as the Chair of the Town Planning Commission.
- 7.23** To appoint Joseph Miglucci as a member of the Planning Commission.
- 8.23** To execute an agreement with Marlo Carter for Secretarial and Transcription Services for the Planning Commission.
- 9.23** To reappoint Philip Eats as the Chair of the Zoning Board of Appeals.
- 10.23** To reappoint Alex Stramenga as a member of the Zoning Board of Appeals.
- 11.23** To execute an agreement with Lisa Gallo for Secretarial and Transcription Services for the Zoning Board of Appeals.
- 12.23** Authorizing the Supervisor to negotiate and execute an agreement with Villano Law Firm, PLLC, as Attorney for the Ethics Board.
- 13.23** To appoint/reappoint various members to the Town of Rotterdam Emergency Medical Board.
- 14.23** To appoint/reappoint members of the Town of Rotterdam Conservation Advisory Council.
- 15.23** To appoint/reappoint members of the Town of Rotterdam Parks and Recreation Advisory Committee.
- 16.23** To appoint/reappoint individuals to the various positions and titles for the calendar year 2023.
- 17.23** Adopting Rules of Order for regularly scheduled Town Board meetings.
- 18.23** Authorizing and approving the Investment Policies and Guidelines for the Town of Rotterdam.
- 19.23** Authorizing and approving the Purchasing Policy and Procedures for the Town of Rotterdam.
- 20.23** Appointing the Town Board of Rotterdam as The Official Board of Health for 2023.
- 21.23** Establishing the Town Board Liaisons Assignments for the calendar year 2023.

- 22.23** Appointing individuals as members of the Sick Leave Fund Committee.
- 23.23** Adopting the 2023 Town of Rotterdam Meetings Schedule.
- 24.23** Adopting the salaries of all elected officials, appointed officials, annually rated permanent employees in the Competitive and Non-Competitive classes of Civil Service employment and directing payment thereof.
- 25.23** Approve overtime payments to employees upon written approval of Town Supervisor and/or designees, except in emergency situations.
- 26.23** Authorizing the Supervisor and/or her designee to approve the attendance of employees at various schools and authorize the payment of expenses thereof.
- 27.23** Authorizing the Chief of Police and/or his designee to approve the attendance of any member of the police department at various schools, training sessions, conventions, conferences or other meetings requiring said attendance.
- 28.23** Approving the extension of benefits to qualified elected and full-time appointed positions.
- 29.23** Establishing petty cash funds.
- 30.23** Establish bank depositories for the Town of Rotterdam.
- 31.23** Reimbursement rate for mileage.
- 32.23** Designate the Daily Gazette as the official newspaper.
- 33.23** Authorize the utilization of specific engineering firms to act as Town Designated Engineers for 2023.
- 34.23** Authorizing the Supervisor to negotiate and execute an agreement for participation in the Schenectady County Stop-DWI program for the year 2023.
- 35.23** Authorizing the Supervisor to negotiate and execute an agreement with Cusack and Company, Certified Public Accountants, LLC.
- 36.23** Authorizing the supervisor to negotiate and execute a contract with Ben Moore Photography/Video.
- 37.23** Authorizing the Supervisor to negotiate and execute a renewal contract with the Boys and Girls club.
- 38.23** Authorizing the Supervisor to negotiate and execute a contract with Scott M. Ronda, LLC, to represent tax litigation matters for the year of 2023.
- 39.23** Authorizing the Supervisor to negotiate and execute a contract with Bartlett, Pontif, Stewart & Rhodes, PC. to act as attorneys for the Zoning Board of Appeals.
- 40.23** Authorizing the Supervisor to approve the transfer of funds to the Chief of Police for asset forfeiture investigations during 2023.

41.23 Authorize and direct the Supervisor and/or designee to prepare and file with the Town Clerk the Annual Financial Report within one hundred twenty (120) days of the close of the 2022 fiscal year and direct the Town Clerk to publish the necessary legal notice.

42.23 Authorizing the Supervisor to negotiate and execute a contract with The Arts Center and Theatre(Open Stage Media).

43.23 Authorizing the Supervisor to negotiate and execute an agreement with Industrial & Utility Valuation Consultants, Inc.

44.23 Authorizing the Supervisor to negotiate and execute an agreement with Montgomery County Society for the Prevention of Cruelty to Animals(MCSPCA).

45.23 Authorizing the Supervisor to negotiate and execute an agreement with FCM Engineering, PLLC.

46.23 Authorizing the Supervisor to negotiate and execute an agreement with Hodgson/Russ LLP, Bond Counsel Attorneys.

47.23 Accepting Town Board meeting minutes.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 1.23

**TO ENTER INTO A CONTRACT WITH GILCHRIST TINGLEY, P.C. AS
ATTORNEYS FOR THE TOWN OF ROTTERDAM AND AS ATTORNEYS FOR THE
PLANNING COMMISSION**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

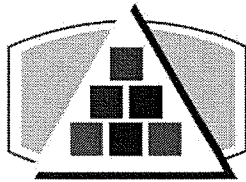
SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute a contract with Gilchrist Tingley, P.C. for provision of legal services as Attorneys for the Town commencing January 1, 2023 through December 31, 2023, pursuant to the terms and conditions set forth in the November 22, 2022 proposed engagement letter.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute a contract with Gilchrist Tingley, P.C. for provision of legal services as Attorneys for the Town of Rotterdam Planning Commission commencing January 1, 2023 through December 31, 2023, pursuant to the terms and conditions set forth in the November 22, 2022 proposed engagement letter.

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			



**Gilchrist
Tingley, P.C.**
ATTORNEYS AT LAW

Jonathon B. Tingley
jtingley@gilchristtingley.com
(518) 238-3759 ext. 203

November 22, 2022

VIA EMAIL – mcollins@rotterdamny.org

Town of Rotterdam Town Board
Attn: Mollie Collins, Town Supervisor
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Legal Services

Dear Supervisor Collins:

We are pleased to propose the following as our written engagement letter to continue serving as attorneys for the Town of Rotterdam. This letter, upon execution on behalf of the Town of Rotterdam, will provide the terms under which we will provide legal services beginning January 1, 2023.

We propose to provide legal services to the Town of Rotterdam in various capacities. We propose to provide general Town legal services, legal services to the Town of Rotterdam Planning Commission, and representation of the Town in litigation as and when needed. Each of these areas are described in more detail below, along with an explanation of our fee structure for each.

General Town Legal Services

We propose to provide general Town legal services. These services would generally consist of the same services that would typically be provided by an appointed Town Attorney, but exclude matters that fall within the scope of the matters discussed further below relating to the Planning Commission and litigation matters, each of which have their own fee structure.

The scope of our engagement for general Town legal services would include representation and counsel in day-to-day matters, including but not limited to:

- Responding to day-to-day inquiries from the Town Supervisor, other Town Board members, the Town Clerk, the Department of Public Works, the Highway Department, the Town Assessor, and other Town departments and officials, if and as necessary;
- Reviewing Town Board agenda items and materials and working with Town staff, the Town Supervisor, and Town Board on same, as necessary or appropriate;
- Reviewing and assisting in the preparation of resolutions, if and as necessary;
- Preparing new laws or amendments to the current Town Code, as necessary and as requested by Town officials;

- Reviewing contracts on behalf of the Town;
- Reviewing proposed roadway and other infrastructure dedications, easements, and the like;
- Providing real property services to the Town if and as necessary;
- Assisting in special district matters, including formation, extension, dissolution, and the like, if and as necessary;
- Prosecuting code violations and appearing in Town Court (including on violations filed by the Code Enforcement Officer and the Dog Control Officer);
- Attending all regular and special Town Board meetings;
- Attending additional Department meetings, as necessary and appropriate; and
- Rendering legal opinions and advice to the Town Board and other Town officers as to legality and legal consequences of proposed courses of action.

For general Town legal services, our fees will generally be computed on an hourly basis by multiplying the hours spent on such matters by the following hourly rates:

<u>Professional</u>	<u>Hourly Rate</u>
Partner	\$200.00
Of Counsel	\$200.00
Associate	\$200.00
Paralegal	\$100.00

It is our understanding that the Town has historically used special counsel for labor matters and municipal financing/bonding matters, and we recommend that it continue to do so. Accordingly, labor matters and municipal financing/bonding matters are not included within the scope of services that our firm would provide. However, we would coordinate with special counsel on such matters if and as necessary.

Notwithstanding the foregoing, we agree that our total monthly fees for legal services within this scope (General Town Legal Services) will not exceed \$12,500 per month.

Planning Commission Matters

We propose to continue providing legal services in Planning Commission matters. This representation would include attendance at meetings of the Planning Commission and consultation with the Planning Commission, Planning Department, and other Town officials with respect to Planning Commission business. This representation does not include litigation with respect to Planning Commission matters, which is within the scope of the litigation services discussed further below.

For Planning Commission matters, we will charge an annual flat fee of \$21,000.00, which will be billed and payable in equal monthly installments of \$1,750.00.

Litigation Matters

For litigation matters, we will charge on an hourly basis at a rate of \$215.00 per hour for attorneys, and \$100.00 per hour for paralegals. Such litigation matters would include any litigation brought against the Town in which insurance defense coverage is not available, including (without limitation) litigation concerning Planning Commission or Zoning Board of Appeals matters, litigation concerning Town Board matters, litigation concerning Freedom of Information Law matters, and the like. However, such litigation matters would not include prosecution in Town Court of code enforcement, dog control, or other ordinance/local law enforcement matters, which would be within the scope of general Town legal matters and would accordingly be billed thereunder.

Terms Applicable to All Matters

In addition the foregoing terms specific to each of the above matters, the following terms will also apply to all matters in which we are engaged.

We reserve the right to increase our rates, and generally do so at the beginning of each calendar year; however, we will provide you with notice of any increases. In addition to legal fees, our representation may require certain incidental charges for disbursements, auxiliary services and facilities (including such items as telephone toll calls, telecopy, photocopying, travel expenses, overtime charges for staff, postage and delivery services and similar items). For some smaller items, such as filing fees, we will simply charge your account and include the item on your statement. Where any substantial charge is involved, we may ask you to advance the necessary sums to us.

It is our practice to render statements from time to time for services performed and incidental charges recorded in our clients' account. We will bill on a monthly basis and provide you with a statement which sets forth the date on which services were rendered, the amount of time spent, and a description of the services. However, on occasion, time, disbursements or other charges may not be reflected on a statement for several months. Our payment terms are net 30 days, and we reserve the right to charge a late payment penalty of one and one-quarter percent (1.25%) per month for any bills not paid on a timely basis.

Our responsibility to proceed with this matter will begin when we receive from you a signed copy of this engagement letter, and is also dependent upon your continued satisfaction of your responsibilities with respect to our representation as described on the enclosed New York State Bar Association Statement of Client Responsibilities. Our representation may be terminated prior to the conclusion of the matter by you, or by us, subject to the rules of professional responsibility, upon

Mollie Collins, Town Supervisor
November 22, 2022
Page 4

written notice. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. Upon such payment, you are entitled to your file materials upon request. It is our policy to generally retain file materials for no longer than seven years, however, we will make reasonable efforts to contact you prior to destroying your file.

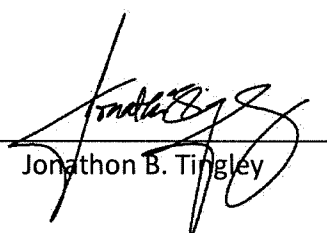
In the event that a dispute arises between us relating to the firm's fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which we will provide to you upon your request.

If the foregoing is acceptable, please sign and return this letter, retaining a copy for the Town's records. I look forward to working with you and the Town of Rotterdam.

Very truly yours,

GILCHRIST TINGLEY, P.C.

By: _____


Jonathon B. Tingley

Accepted and Agreed to this _____
day of _____, 20____

Mollie Collins, as Town Supervisor,
Town of Rotterdam

Enc.

NEW YORK STATE BAR ASSOCIATION

STATEMENT OF CLIENT'S RESPONSIBILITIES

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely

RESOLUTION NO. 2.23

**TO REAPPOINT CHARLES JACK DODSON TO THE POSITION OF DEPUTY
SUPERVISOR**

WHEREAS, Supervisor Mollie Collins has appointed Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam, pursuant to Section Forty-Two (42) of the Town Law of the State of New York, effective January 1, 2023; and

WHEREAS, Councilmember Charles Jack Dodson has graciously accepted the appointment of the Office of Deputy Supervisor of the Town of Rotterdam; and

WHEREAS, Deputy Supervisor Charles Jack Dodson has filed the oath of office, pursuant to Section Twenty-Five (25) of the Town Law of the State of New York; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby acknowledges the appointment of Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

Mollie Collins, Supervisor
Jack Dodson, Councilmember
Joe Mastroianni, Councilmember
Samantha Miller-Herrera, Councilmember
Evan Christou, Councilmember



John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 Ext.326 • Fax: 518-355-7976 • Website: www.rotterdamny.org

January 1, 2023

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint

Charles "Jack" Dodson as the Deputy Supervisor for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29 and 42, effective Sunday, January 1, 2023.

I hereby direct the appointed Deputy Supervisor to file and execute the oath of office, before the Town Clerk, upon the effective date of this appointment, as required by New York State Town Law, Section 25.

I hereby direct the Town Comptroller take the necessary steps to ensure the Deputy Supervisor has an official undertaking, conditioned upon the faithful performance of his/her duties, as required by New York State Town Law, Section 25.

Mollie A. Collins
Town Supervisor

Cc: Diane M. Marco, Town Clerk
Comptroller's Office

RESOLUTION NO. 3.23

**TO REAPPOINT MEGAN GRIFFIN TO THE POSITION OF CONFIDENTIAL
SECRETARY TO THE SUPERVISOR**

WHEREAS, Supervisor Mollie Collins has appointed Megan Griffin to the position of Confidential Secretary of the Town of Rotterdam, pursuant to New York State Town Law, Section 29, Subpart 15, effective January 1, 2023; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Megan Griffin, of Rotterdam, New York, as the Confidential Secretary to the Supervisor, full time, with full employee benefits, commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

Mollie Collins, Supervisor
Jack Dodson, Councilmember
Joe Mastroianni, Councilmember
Samantha Miller-Herrera, Councilmember
Evan Christou, Councilmember



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January 1, 2023

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Megan Griffin as my Confidential Secretary for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29, Subpart effective Sunday, January 1, 2023.

Mollie A. Collins
Town Supervisor

Cc: Diane M. Marco, Town Clerk
Comptroller's Office

RESOLUTION NO. 4.23

**TO REAPPOINT MARCUS MONTGOMERY TO THE POSITION OF
COMPTROLLER**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Marcus Montgomery, of Schenectady, New York, as the Comptroller, full time, with full employee benefits, commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION 5.23
TO APPOINT ALLISON KARTNER AS A PART TIME CLERK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Allison Kartner of Rotterdam, New York is hereby appointed to the position of Clerk, part-time, with no employee benefits, and subject to pre-employment background checks at an hourly rate of twenty-three and 38/100 (\$23.38) dollars, commencing January 3, 2023.

SECTION 2. This resolution shall be effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: December 20, 2022
TO: Legislative Review Board
FROM: Deputy Chief William Male
TITLE OF REQUEST: Appoint Allison Kartner to the position of part-time Clerk.

TOWN BOARD MEETING: January 1, 2023

Background Information: Due to a retirement, the position of part-time Clerk will be left vacant. The requested position will supplement the existing Information Processing Specialist position in completing the assigned work.

Evaluation/Analysis: N/A

Recommendation(s): Appoint Allison Kartner to the position of Clerk, part time, with no employee benefits at an hourly rate of twenty three dollars and 38/100 (\$23.38) effective January 3, 2023.

Attachment/Document(s):

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

RESOLUTION NO. 6.23

**TO REAPPOINT THOMAS P. YUILLE AS THE CHAIR OF THE TOWN PLANNING
COMMISSION**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas P. Yuille of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 7.23

**TO APPOINT JOSEPH MIGLUCCI AS A MEMBER OF THE PLANNING
COMMISSION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joseph Miglucci, of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2023 through December 31, 2029.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Joseph A. Miglucci
December 19, 2022

To: Ms. Mollie Collins, Town Supervisor, Town of Rotterdam
Mr. Jack Dodson, Town Councilman, Town of Rotterdam

I wish to make myself available for the appointment of a seat on the Planning Commission or the related Zoning Commission. I bring many years of management and leadership skills in both the military and private sector.

I will bring the leadership and dedication that is needed to the task that are required for the positions that is being made available.

As a resident of Rotterdam for the past 17 years I feel that it is only right to help serve in the community that I live in and the place where my wife and I raised our family.

Thank you for any and all consideration in the nomination process.

Joseph A. Miglucci

RESUME

Joseph A. Miglucci



EXPERIENCE:

Brad Cable Electronics, February 1984 – January 1989

Electronics technician responsible for cable and satellite equipment repair

Restaurant Manager, Papa Checco, February 1989 – January 1992

Restaurant service responsible for the everyday operations of the restaurant and handle customer satisfaction when required

United States Postal Service, February 1992 – October 2016

Letter carrier then moved into management and served as acting Postal Master

Restaurant Manager, October 2016 – Present

Restaurant service responsible for the everyday operations of the restaurant

EDUCATION:

Niskayuna High School – graduated 1978, General Studies Degree

United States Military – Air Defense School 1979

United States Army – US Army NCO Academy 1980

Schenectady Community College 1991, Certificate in General Studies

US Postal Service Management Training Course 1998

MILITARY:

United States Army, July 1977 – November 1983

AFFILIATIONS:

Member American Legion

RESOLUTION NO. 8.23

**TO EXECUTE AN AGREEMENT WITH MARLO CARTER FOR SECRETARIAL AND
TRANSCRIPTION SERVICES FOR THE PLANNING COMMISSION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Marlo Carter of Clifton Park, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as needed basis for the Town of Rotterdam Zoning Board of Appeals, for a one (1) year term commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Contract for Secretarial and Transcription Services

This agreement is made this ____ of _____, 2023, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York 12306 (hereinafter referred to as the "Town") and **Marlo Carter**, residing at [REDACTED] (hereinafter referred to as "Ms. Carter") for the purpose of retaining secretarial and transcription services for the Town Planning Commission and, on an as needed basis, for the Town Zoning Board of Appeals in accordance with Resolution No.342.20 adopted by the Rotterdam Town Board on December 9, 2020 (copy attached).

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

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

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

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

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

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

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

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

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

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

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

This agreement shall have a term of one (1) year, commencing January 1, 2023 and terminating on December 31, 2023. Ms. Carter may terminate this agreement upon a thirty (30) day notice to the Town.

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

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

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

Marlo Carter
Contractor

Dated:

Mollie A. Collins, Supervisor
Town of Rotterdam

Dated:

RESOLUTION NO. 9.23

**TO REAPPOINT PHILIP EATS AS THE CHAIR OF THE ZONING BOARD OF
APPEALS**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Philip Eats of Rotterdam, New York, is hereby reappointed to the position of Chair for the Town of Rotterdam Zoning Board of Appeals for a one (1) year term, commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Philip Eats
[REDACTED]
Rotterdam, NY 12306

November 28, 2022

Mrs. Mollie Collins
Supervisor, Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Dear Mrs. Collins:

Please accept this letter as my official request for consideration for reappointment as Chairman of the Rotterdam Zoning Board of Appeals. I would like to continue to be of service to the Town and the citizens of Rotterdam in the same capacity.

If you have any questions, please feel free to contact me at [REDACTED]

Sincerely,



Philip Eats

CC: Town Board Members

RESOLUTION NO. 10.23

**TO REAPPOINT ALEX STRAMENGA AS A MEMBER OF THE ZONING BOARD OF
APPEALS**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Alex Stramenga, of Rotterdam, New York, is hereby reappointed as a member for the Town of Rotterdam Zoning Board of Appeals for a five (5) year term, commencing January 1, 2023 through December 31, 2027.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Alex Stramenga
[REDACTED]
Rotterdam, NY 12306
[REDACTED]

November 29, 2022

Mrs. Mollie Collins
Supervisor, Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Dear Mrs. Collins:

Please accept this letter as my official request for consideration for reappointment to the Rotterdam Zoning Board of Appeals. I have been a member of the Zoning Board since 2015 and would like to continue serving the residents of our community.

If you have any questions, please feel free to contact me at [REDACTED]

Sincerely,

Alex Stramenga

Alex Stramenga

CC: Town Board Members

RESOLUTION NO. 11.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Lisa Gallo of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Zoning Board of appeals, and on an as needed basis for the Town of Rotterdam Planning Commission, for a one (1) year term commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Contract for Secretarial and Transcription Services

This agreement is made this _____ of _____, 2023, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York, 12306, (hereinafter referred to as the "Town") and **Lisa Gallo**, residing at [REDACTED] (hereinafter referred to as "Ms. Gallo") for the purpose of retaining secretarial and transcription services for the Town Zoning Board of Appeals and, on an as needed basis, for the Town Planning Commission in accordance with Resolution No.343.20 adopted by the Rotterdam Town Board on December 9, 2020 (copy attached).

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

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

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

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

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

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

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

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

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

This agreement shall have a term of one (1) year, commencing January 1, 2023 and terminating on December 31, 2023. Ms. Gallo may terminate this agreement upon a thirty (30) day notice to the Town.

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

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

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

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

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

Lisa Gallo Contractor

Dated:

Mollie A. Collins, Supervisor

Dated:

RESOLUTION NO. 12.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH VILLANO LAW FIRM, PLLC, AS ATTORNEY FOR THE
ETHICS BOARD**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with Villano Law Firm, PLLC, for attorney for the Town of Rotterdam Ethics Board for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

VILLANO LAW FIRM, PLLC

650 Franklin Street
Suite 502
Schenectady, NY 12305



Telephone: (518) 355-6677
Fax: (518) 356-7472
E-mail: joe@villanolawfirm.com

TOWN OF ROTTERDAM -- 2023 ETHICS BOARD GENERAL COUNSEL RETAINER AGREEMENT

DATE: January ____, 2023

THE TOWN OF ROTTERDAM, a municipal corporation, with offices at 1100 Sunrise Blvd., Rotterdam, NY 12306, hereby retains **VILLANO LAW FIRM, PLLC**, with offices at 650 Franklin Street, Suite 502, Schenectady, NY 12305, and its sole member and principal, **JOSEPH J. VILLANO, ESQ.**, who resides at [REDACTED], who collectively shall provide general legal counsel to the Ethics Board of the Town of Rotterdam.

The **TERM** of this retainer agreement shall be effective (and retroactive if need be) to January 1, 2023 and shall expire on December 31, 2023.

The **LEGAL SERVICES TO BE RENDERED** shall be in the nature of general legal counsel as directed by said Ethics Board and/or its designated Chairperson, and shall include, but not be limited to the following services: providing legal opinions; conducting legal research assisting Board investigations; attending Ethics Board meetings, when requested by the Chairperson, or the Ethics Board; and representing the Ethics Board in the event of litigation against, or initiated by, the Ethics Board.

VILLANO LAW FIRM, PLLC, and its sole member and principal, JOSEPH J. VILLANO, ESQ., hereby agree to abide by and perform their duties in accordance with the ethics of the legal profession, and all Federal, State, and Municipal laws, regulations, and ordinances, regulating the practice of law. Furthermore, said VILLANO LAW FIRM, PLLC, shall carry professional liability insurance with minimum coverage of \$1,000,000.00.

VILLANO LAW FIRM, PLLC shall be **COMPENSATED** for services rendered, pursuant to this agreement, at the rate of TWO HUNDRED TWENTY-FIVE and NO/100 (\$225.00) DOLLARS per hour, billed in one-tenth (1/10th) hour increments. Billing shall take place six times per year, in the second half of even months. The Town of Rotterdam agrees to immediately pay such billings that it receives. Compensation for billable hours shall not exceed FIVE THOUSAND and NO/100 (\$5,000.00) DOLLARS during the term of this agreement without specific direction of Ethics Board or its Chairperson AND the TOWN OF ROTTERDAM properly adopting another resolution authorizing the disbursement of additional legal fees.

In addition to the above legal fee, the TOWN OF ROTTERDAM agrees to pay for all disbursements as incurred by said attorneys. Payment of disbursements as due must be done in order to properly insure efficient legal services. Failure to pay disbursements promptly may delay progression of legal matters to a proper and timely conclusion.

It is further agreed and understood that this fee arrangement does not include any appeal from a final order or judgment. Any appeal or other legal work not specified above is considered a new legal matter which requires another retainer agreement. The TOWN OF ROTTERDAM understands that it shall direct all questions concerning tax matters to an accountant or tax attorney. Should a dispute arise concerning the attorney's fee, the TOWN OF ROTTERDAM may seek arbitration, which is binding upon both the attorney and the TOWN OF ROTTERDAM; the attorney shall provide information concerning fee arbitration in the event of such dispute or upon the TOWN OF ROTTERDAM'S request.

Either party may **TERMINATE** this agreement, upon written notice to the other party, at least sixty (60) days prior to the effective date of termination, for any reason, or no reason.

MOLLIE COLLINS, as Supervisor
of the TOWN OF ROTTERDAM



JOSEPH J. VILLANO, ESQ., as sole member
of VILLANO LAW FIRM, PLLC

RESOLUTION NO. 13.23

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

WHEREAS, Town Code Chapter 27 established the Town of Rotterdam Emergency Medical Board and provides that membership on such Emergency Medical Board shall consist of, two members from the Town of Rotterdam Town Board, two members from the Rotterdam Police Department, two members from the current town-based ambulance service provider, two members from fire department rescue squads and two residents of the Town of Rotterdam; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints and/or reappoints the following individuals to the Town of Rotterdam Emergency Medical Board, who shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2023:

Councilmember, Samantha Miller-Herrera – Chair
Councilmember, Charles J. Dodson
Deputy Chief William Male – Secretary
Detective Paul Chevalier
Dean Romano
Robert Philip
_____(fire)
_____(fire)
Joseph Heinbach Jr.
Carly Martin

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Joseph "CJ" Heinbach

Schenectady NY 12303

RE: Letter of Interest – Emergency Medical Board Committee Open Position

To Supervisor Mollie Collins:

Please consider this letter of interest for the open position on the Emergency Medical Board Committee for the town beginning on 1/1/2023. I have resided in the town of Rotterdam since 2012, when I moved here with my wife from the Loudonville area. We purchased our first home in Rotterdam and have continued to raise our family here. I am looking to help in any way I can in the town and feel the position on the Emergency Medical Board Committee may be a good fit.

While not directly involved in emergency services for our town currently, I was very involved in my previous community's emergency services. I was a member of the Shaker Road Loudonville Fire Department for many years holding positions of firefighter and lieutenant and am still an active social member of the department. I also have extensive NYS certifications relating to firefighting activities. In addition, I have been heavily involved with emergency services (police, fire, EMS) for much of my life. I feel I would be an asset for the resident opening on this committee.

I look forward to discussing this opportunity further and appreciate your consideration in the role.

Joseph "CJ" Heinbach Jr.

Carly Martin

Rotterdam, NY 12306

December 5, 2022

Mollie Collins

Supervisor, Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

To Whom it May Concern,

I am writing in regards to the upcoming opening on the Emergency Medical Board committee within the Town of Rotterdam. I just moved to Rotterdam in October, looking for ways to get involved in the community. I am currently a fifth grade teacher in the Schenectady City School District, as well as a supervisor for the YMCA afterschool program in Schenectady. I find it so important to work with the children of the community, to help develop them into well rounded individuals. Though new to the community, I am not new to the world of Emergency Services.

From a young age, I was always interested in emergency services. I was raised in a family that put its community's needs first. I spent many days of my childhood, running around the firehouse where both my father and brother volunteered as firefighters. I am also aware of how each service works together to answer calls from the community. My father has worked as a 911 dispatcher for 15 years. I often would visit him at work and experience such calls when more than one service would need to respond to a situation. Working together efficiently would only benefit those of our community. I also spent 5 years prior to teaching working as a secretary in an Emergency Room. I have again seen the importance of a quick emergency response, as well as how critical those minutes before arriving to an ER are.

My reasoning for joining this board is to connect the community to these programs. I thank you for your time in reading this, and hope that you will consider me for the openings on the Emergency Medical Board.

Sincerely,

Carly N. Martin

RESOLUTION NO. 14.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Conservation Advisory Council for a two (2) year term commencing on January 1, 2023 through December 31, 2024:

James Schaefer, Ph.D.
Bruce Bonacquist
Scott Quinn

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Andrea Coppola

Schenectady NY 12306

December 10, 2022

Mollie Collins Supervisor
Town of Rotterdam

Dear Mrs. Collins and Town Counsel Members,
The Rotterdam Conservation Advisory Council recommends that the following members
Of the Council be reappointed on January 1, 2023.

James Schaefer
Bruce Bonacquist

Thank you for your consideration in this matter.



Andrea Coppola , Chair
Rotterdam Conservation Advisory Council

[REDACTED]
Schenectady, NY 12306
December 14, 2022

Mollie Collins
Town Supervisor
Town of Rotterdam
Town Hall
1100 Sunrise Boulevard
Rotterdam, NY 12306

Dear Town Supervisor Collins:

As a resident of the Town of Rotterdam, I am interested in serving on the Conservation Advisory Council. I have spoken to Dr. Schaeffer, who chairs this committee, about my interest in serving. I feel my experience and educational background will allow me to make a positive contribution to the committee.

The following is a brief description of my experience and education:

Experience:

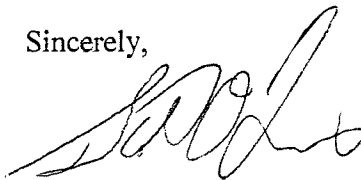
Employed as a Research Scientist with the NYS Department of Environmental Conservation, Division of Water, for 40 years (currently retired). Work included the study and monitoring of important problems affecting NYS surface waters, such as: acid rain, nutrients, PCBs and mercury. I have authored/co-authored many scientific papers, published in major peer reviewed journals.

Education:

University of Michigan, School of Natural Resources. BS (1976), Aquatic Ecology and Limnology.
Paul Smith's College. AAS (1974), Forestry.

Thank you for the opportunity to serve the community. I look forward to hearing from you.

Sincerely,



Scott Quinn

RESOLUTION NO. 15.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee for a three (3) year term commencing on January 1, 2023 through December 31, 2025:

Russell Collura
Ronald Schlag
Nicole Salamone
Harry Marx

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

[REDACTED]
Schenectady, NY 12303
December 13, 2022

Town of Rotterdam
1100 Sunrise Blvd.
Schenectady, NY 12306

To the Rotterdam Town Board:

I would like to be considered to be reappointed on the Parks and
Recreation Advisory Committee.

If you have any questions please feel free to call me at [REDACTED]
[REDACTED]

Sincerely,

A handwritten signature in cursive script that reads "Russell Collura".

Russell Collura

Megan Griffin

From: Ron Schlag [REDACTED]
Sent: Friday, December 9, 2022 7:41 AM
To: Mollie Collins
Cc: Megan Griffin
Subject: Parks and Recreation Committee

Dear Supervisor Collins,

It has been brought to my attention that there is an opening on the Parks and Recreation Committee. I would like to expressed my interest in participating on this committee.

I believe this opportunity uniquely fits my background. As a Rotterdam town resident for over 17 years. I have been active in the community participating as a member of the Rotterdam Little League Executive board as well as the Executive Board of RC Little League. My children have participated in youth sports leagues throughout my 17 years as a Rotterdam resident. I also hold a Masters in Business Administration from St Joseph's Universtiy in Philadelphia.

I feel if given the opportunity to serve I would make an integral part of your team while serving the community I've been a part of for 17 years.

**Sincerely,
Ronald P. Schlag**

Megan Griffin

From: Nicole M Salamone [REDACTED]
Sent: Tuesday, December 13, 2022 8:56 AM
To: Supervisor Email
Subject: Letter of Interest

Good morning,

I have been a resident of Rotterdam for the last five years and have worked for the court system for about six. Before coming to OCA, I was employed by the Town of Niskayuna in the Building Dept, as the ZBA secretary, then moved to Administrative Assistant for the town supervisor and then Director of Administration. I am interested in one of the volunteer positions available at the Town of Rotterdam, preferably Parks and Rec but am also familiar with the purpose and responsibilities of Planning, ZBA and CAC.

I understand the importance of these committees as they contribute to the efficient operation of the Town and aid and assist the Town Board and would look forward to being able to give back to my community by sitting on a board.

If you would be interested in speaking with me on the phone or in person, please let me know. My cell number is [REDACTED]
[REDACTED]

Thank you!

Nicole M. Salamone

[REDACTED]

Megan Griffin

From: H M [REDACTED]
Sent: Sunday, December 11, 2022 9:00 AM
To: Mollie Collins
Cc: Megan Griffin
Subject: Parks and Recreation Committee

Dear Supervisor Collins,

It has been brought to my attention that there is an opening on the Parks and Recreation Committee for the town. I would like to express my interest in participating on this committee.

I believe this opportunity uniquely fits my background. As a Rotterdam town resident I have lived here for over 40 years. I grew up in Rotterdam and have been active in the town since high school volunteering and working in the community, as well as the Executive Board of RC Little League, and now as a parent I coach several youth sports teams in Rotterdam. My young son has participated in Rotterdam youth sports leagues throughout the last 4 years as a Rotterdam resident.

As a child growing up in this town and being able to play sports whether it be in school or recreational, the town itself provided me and countless others growing up here with a safe environment and memories that have lasted a lifetime. I would love to have the opportunity to give some of that back to the community.

I feel if given the opportunity to serve I would make an integral part of your team while serving the community I've been a part of for 40 years.

Respectfully,

Harry Marx

RESOLUTION NO. 16.23

**TO APPOINT AND/OR REAPPOINT INDIVIDUALS TO THE VARIOUS POSITIONS
AND TITLES FOR THE CALENDAR YEAR 2023**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed/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 designee, with no employee benefits for the year 2023 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$5,000

Covid Compliance

Megan Griffin Annual Stipend \$2,500

Social Media Administrator

Megan Griffin Annual Stipend \$2,000

CDL Trainer

Steve Skoda Annual Stipend \$1,000

Storm Water Officer

Ryan Coulter Annual Stipend \$3,500

Deputy Comptroller – Part Time

Paul Sebesta Hourly Rate \$100.00

School Traffic Officer

Floyd Rorick Hourly Rate \$15.00

(Maximum of 4 hours daily)

Clerk- Part Time(Highway)

Donna Larsen Hourly Rate \$19.50

Clerk – Part Time(Police Dept)

Allison Kartner Hourly Rate \$23.38

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)

Bingo Inspector

William Purcell Hourly Rate \$15.00

Safety Inspector

Kathy Fisher Hourly Rate \$35.00

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

December 29, 2022

By Email

Town Board of the Town of Rotterdam

Town Clerk of the Town of Rotterdam

Re: Resolution No. 16.23

Dear Town Board Members and Town Clerk:

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Code of Ethics, I am disclosing to you that Resolution No. 16.23, currently on the agenda for the Town Board meeting scheduled for January 1, 2023, would appoint my husband, Clark Collins, as part-time water treatment plant operator. If approved, my husband's rate of pay would be \$35.00 per hour.

Because this Resolution would appoint my husband, I am providing this written disclosure that I may be deemed to have an interest in this appointment. This disclosure is being sent to the Town Board, the Town Clerk, and I am asking that it be included within the agenda materials in advance of the meeting. I am also asking that this letter be included in the official record of the Town Board's January 1, 2023 meeting.

Finally, in addition to making written disclosure in this letter, I have also chosen to recuse myself from any discussion or vote on this Resolution. I will not be participating in any discussion or vote on this matter at the January 1, 2023 meeting.

Very truly yours,

A handwritten signature in cursive script that reads "Mollie A. Collins".

Mollie A. Collins, Supervisor

RESOLUTION NO. 17.23

ADOPTING RULES OF ORDER FOR REGULARLY SCHEDULED TOWN BOARD MEETINGS

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

WHEREAS, the Town Board of the Town of Rotterdam also believes that Town Board meetings should be conducted in as smooth and efficient manner as possible so as to afford any and all residents so desiring the ability to be heard; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam shall conduct regular public (open) meetings pursuant to the attached "Rules of Order and Procedures of the Town Board of the Town of Rotterdam" which are heretofore adopted.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RULES OF ORDER OF THE TOWN BOARD TOWN OF ROTTERDAM

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

Section 2. That the citizens of the Town of Rotterdam shall be allowed to speak at either monthly meeting for four (4) minutes.

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

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

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

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

Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during privilege of the floor shall direct his/ her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/ her name and 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**By Order Of:
The Rotterdam Town Board
Resolution 038-2012
January 1, 2012**

RESOLUTION NO. 18.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

INVESTMENT POLICY

FOR THE TOWN OF ROTTERDAM, NEW YORK

I. SCOPE

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

II. OBJECTIVES

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

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

III. DELEGATION OF AUTHORITY

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

IV. PRUDENCE

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

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

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

V. DIVERSIFICATION

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

VI. INTERNAL CONTROLS

It is the policy of the Town of Rotterdam for all moneys collected by any officer or employee of the government to transfer those funds to the Supervisor within 3 business days of deposit, or within the time period specified in law, whichever is shorter.

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

VII. DESIGNATION OF DEPOSITORIES

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

VIII. COLLATERALIZING OF DEPOSITS

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

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML ss10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. SAFEKEEPING AND COLLATERALIZATION

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

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

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

X. PERMITTED INVESTMENTS

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

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

- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general statutes governing such entities or whose specific enabling legislation authorize such investments.
- Certificates of Participation (COPs) issued pursuant to GML 22109-b.
- Obligation of this local government, but only with any moneys in a reserve fund established pursuant to GML ss6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

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

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

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

XII. PURCHASE OF INVESTMENTS

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

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

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

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

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

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

APPENDIX A

SCHEDULE OF ELIGIBLE SECURITIES

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

RESOLUTION NO. 19.23

AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board or the Town of Rotterdam hereby authorizes and approves the attached "Purchasing Policy and Procedures".

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

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

PURCHASING POLICY AND PROCEDURES

Purpose

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

Purchasing Policy

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

Amount of Purchase Contract

Method

\$250 - \$4,999

Verbal quotes at the discretion
of the Department Head

\$5,000 - \$19,999

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

Above \$20,000

Advertise for Public Bid
Awarded by Town Board Resolution

Amount of Public Works Contract

Method

\$250 - \$2,999

Verbal or Written quotes
At the discretion of the Department Head

\$3,000 - \$9,999

Written/fax quotes
With approval of Town Supervisor

\$10,000 - \$34,999

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

Above \$35,000

Advertise for Public Bid
Awarded by Town Board Resolution

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

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

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

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

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

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

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

RESOLUTION NO. 20.23

**APPOINTING THE TOWN BOARD OF ROTTERDAM AS THE OFFICIAL BOARD
OF HEALTH FOR 2023**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Councilmembers of the Town of Rotterdam are appointed to and they do hereby constitute the official Board of Health of the Town of Rotterdam for the year 2023.

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 21.23

**ESTABLISHING THE TOWN BOARD LIAISONS ASSIGNMENTS FOR THE
CALENDAR YEAR 2023**

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 establishes the following liaison assignments for the calendar year 2023:

BUDGET & FINANCE

Jack Dodson
Samantha Miller-Herrera

BUILDINGS & GROUNDS

Samantha Miller-Herrera
Jack Dodson

ADA COMPLIANCE

Joseph Mastroianni
Evan Christou

**ECONOMIC DEVELOPMENT
& COMMUNITY AFFAIRS**

Joseph Mastroianni
Evan Christou

**EMERGENCY MEDICAL
PARAMEDIC SERVICES**

Samantha Miller-Herrera
Jack Dodson

EMPLOYEE RELATIONS – CSEA

Joseph Mastroianni
Evan Christou

EMPLOYEE RELATIONS – PBA

Joseph Mastroianni
Evan Christou

ENERGY-SUSTAINABLE & RENEWABLES

Joseph Mastroianni
Evan Christou

**ENVIRONMENTAL CONSERVATION/
STORMWATER IMPROVEMENTS-
MANAGEMENT**

Jack Dodson
Samantha Miller-Herrera

HEALTH

Joseph Mastroianni
Evan Christou

HIGHWAY

Jack Dodson
Samantha Miller-Herrera

HERITAGE & HISTORICAL AFFAIRS

Joseph Mastroianni
Evan Christou

INTERGOVERNMENTAL AFFAIRS

Samantha Miller-Herrera
Jack Dodson

LOCAL LAWS & ORDINANCES

Samantha Miller-Herrera
Jack Dodson

**PARKS, RECREATION, PROGRAMS
FOR THE AGING & YOUTH**

Joseph Mastroianni
Evan Christou

PUBLIC SAFETY

Jack Dodson
Samantha Miller-Herrera

**PUBLIC WORKS – WATER, SEWER &
WATER/SEWER MAINTENANCE**

Jack Dodson
Samantha Miller-Herrera

TAXATION & ASSESSMENTS

Samantha Miller-Herrera
Jack Dodson

TECHNOLOGY & RECORDS MANAGMENT

Joseph Mastroianni
Evan Christou

VETERANS AFFAIRS

Joseph Mastroianni
Evan Christou

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 22.23

**APPOINTING INDIVIDUALS AS MEMBERS OF THE SICK LEAVE FUND
COMMITTEE**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed as a member of the Town of Rotterdam Sick Leave Fund Committee for a one (1) year term commencing January 1, 2023 through December 31, 2023:

Joseph Mastroianni
Donna Levasseur
Brad Canning
Lisa Gallo

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 23.23

ADOPTING THE 2023 TOWN OF ROTTERDAM MEETINGS SCHEDULE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, Planning Commission, Zoning Board of Appeals, Conservation Advisory Council, and Parks and Recreation Advisory Committee, of the Town of Rotterdam shall hold regular public (open) meetings from January 1, 2023 through January 1, 2024 pursuant to the meeting schedule attached.

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

2023		CALENDAR		*RJFD*- Rotterdam Junction Fire Department				** IF NEEDED		*** Change of week/day			
TOWN BOARD MEETINGS Agenda Review 6:30 p.m. Agenda Meeting 7:00 p.m. <i>(Wednesdays unless otherwise noted)</i>	January	February	March	April	May	June	July	August	September	October	November	December	January '24
	1st*** @1:00PM	8th	8th	12th	10th *RJFD*	14th	5th***	9th	13th *RJFD*	11th	8th	13th	1st*** @1:00PM
	11th	22nd	22nd	26th	24th				27th	25th			
	25th												
PLANNING COMMISSION MEETINGS Public Work Session 7:00 p.m. Public Hearings 7:30 p.m. <i>(Tuesdays unless otherwise noted)</i>	January	February	March	April	May	June	July	August	September	October	November	December	
	10th	7th	7th	4th	2nd	20th	18th	15th	5th	3rd	9th*** (Thursday)	5th	
	24th	21st	21st	18th	16th				19th	17th	21st	19th	
ZONING BOARD OF APPEALS Public Work Session 7:00 p.m. Public Hearings 7:30 p.m. <i>(Wednesdays unless otherwise noted)</i>	January	February	March	April	May	June	July	August	September	October	November	December	
	18th	15th	15th	19th	17th	21st	19th	16th	20th	18th	15th	20th	
CONSERVATION ADVISORY COMMITTEE 6:30 p.m. <i>(2nd Monday of the month unless otherwise noted)</i>	January	February	March	April	May	June	July	August	September	October	November	December	
	9th	13th	13th	10th	8th	12th	10th	14th** If needed	11th	2nd*** (First Monday)	13th	11th	
PARKS AND RECREATION ADVISORY COMMITTEE 5:30 p.m. <i>(1st Monday of the month unless otherwise noted)</i>	January	February	March	April	May	June	July	August	September	October	November	December	
	No meeting	6th	6th	3rd	1st	5th	No meeting	7th	11th*** (Second Monday)	2nd	6th	4th	

RESOLUTION NO. 24.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The salaries of all annually rated permanent employees in the competitive and non-competitive classes of Civil Service Employment are hereby directed to be paid by the Supervisor from the appropriate line items contained in the 2023 Annual Budget, not to exceed the annual budget amount for the year 2023 without prior Town Board approval, at the rates theretofore established at the time of their respective appointments, plus increments as have otherwise been provided for by law, by collective bargaining agreement or salary increment schedules where applicable and duly adopted.

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

Supervisor	\$13,000.00
Councilmembers (4)	\$10,000.00 (each)
Town Justices (2)	\$39,390.00 (each)
Superintendent of Highways	\$70,963.00
Town Clerk	\$59,438.00
Receiver of Taxes	\$59,438.00
Deputy Town Supervisor	\$ 3,000.00

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

Conservation Advisory Council Member (7)	\$250.00 (each)
Zoning Board of Appeals Member (3)	\$2,625.00 (each)
Zoning Board of Appeals Chair	\$4,200.00
Zoning Board of Appeals Vice Chair	\$3,150.00
Planning Commission Member (5)	\$4,200.00 (each)
Planning Commission Chair	\$8,400.00
Planning Commission Vice Chair	\$4,935.00
Comptroller	\$77,000.00
Assessor	\$81,466.00
Confidential Secretary	\$46,920.00

Deputy Town Clerk	\$44,880.00
Deputy Receiver of Taxes	\$44,880.00
Historian	\$500.00
Board of Assessment Review (5)	\$550.00(each)

SECTION 4. The pay period of each officer or employee, whether bi-weekly or monthly, shall continue as heretofore established in regard to respective positions

SECTION 5. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 25.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby approve overtime payment to Town Employees only with the prior written approval of the department head or Town Supervisor and/or designee except in the case of an emergency situation involving the health, safety and welfare of the general public for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 26.23

**AUTHORIZING THE SUPERVISOR AND/OR HER DESIGNEE TO APPROVE THE
ATTENDANCE OF EMPLOYEES AT VARIOUS SCHOOLS AND AUTHORIZE THE
PAYMENT OF EXPENSES THEREOF**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Supervisor of the Town of Rotterdam and/or his/her designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2023 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

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

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 27.23

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Chief of Police of the Town of Rotterdam and/or his designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam Police Department to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2023 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

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

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 28.23

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Effective January 1, 2023, members of the Town Board of the Town of Rotterdam, including the Supervisor, Deputy Supervisor and Town Councilmembers shall not be entitled to dental insurance, vision care insurance or medical and/or health insurance from the Town in any amount. This section shall not apply to any benefits received by an above-mentioned elected official when such benefits are received as a result of prior employment with the Town of Rotterdam.

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

SECTION 3. The Town Board of the Town of Rotterdam hereby affords, at a minimum, the benefits contained in the Memorandum of Agreement dated December 5, 2016 through December 31, 2021, as in effect and all subsequent contractual agreements negotiated between the Town of Rotterdam and the Town of Rotterdam Unit of the Civil Service Employees Association Inc., to all elected and full-time positions contained in Section 2 above.

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

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

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

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

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 29.23
ESTABLISHING PETTY CASH FUNDS

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Petty cash funds are hereby established for use by various town offices for the year of 2023 as follows:

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

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 30.23

ESTABLISH BANK DEPOSITORIES FOR THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

1. Key Bank, 1708 Broadway, Schenectady, New York 12306
2. Greene County Commercial Bank, 425 Main Street, Catskill, New York 12414
3. Pioneer Bank, 1828 Altamont Avenue, Schenectady, New York 12303
4. Saratoga National Bank, 1963 Altamont Avenue, Schenectady, New York 12303

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 31.23

REIMBURSEMENT RATE FOR MILEAGE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 32.23

DESIGNATE THE DAILY GAZETTE AS THE OFFICIAL NEWSPAPER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby designates the Daily Gazette, a newspaper published in the City of Schenectady, New York, located at 2345 Maxon Road Extension, Schenectady, New York, 12308, and having significant circulation in the Town of Rotterdam, be the official newspaper of the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 33.23

**AUTHORIZE THE UTILIZATION OF SPECIFIC ENGINEERING FIRMS TO ACT AS
TOWN DESIGNATED ENGINEERS FOR 2023**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the utilization of the following engineering firms to act as Town Designated Engineers for the calendar year 2023 on a as needed basis:

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

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute contracts with the above referenced engineering firms in 2023.

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

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: December 19, 2022

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner PC

TITLE OF REQUEST: Town Board to adopt a list of Town Designated Engineering Firms (TDE) for 2023.

TOWN BOARD MEETING(S): January 1, 2023

Background Information: The Town utilizes the services of engineering firms to assist in the development and review of projects.

Evaluation/Analysis: The Town Board adopts a list of engineering firms that can be utilized by the Department of Public Works and Planning Commission to design and/or review projects within the Town. The development of a broad list of local engineering firms is advantageous to the town as it allows the town to select a firm based upon their particular expertise and allows for more competitive pricing.

Recommendation(s): Town Board should adopt the list developed by the Department of Public Works for the 2023 calendar year.

Attachment/Document(s): List of Recommended Town Designated Engineers 2023

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town of Rotterdam Designated Engineering Firms for 2023

Barton and Loguidice

Brett L. Steenburgh, PLLC

CT Male & Associates

Clough Harbor and Associates (CHA)

Colliers Engineering & Design

Creighton Manning Engineering

Empire Engineering

Frank Engineering, PLLC

GPI /Greenman Pedersen Inc.

Ingalls and Associates

LaBella Associates

Laberge Group

PRIME AE Group of NY

RESOLUTION NO. 34.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT FOR PARTICIPATION IN THE SCHENECTADY COUNTY STOP-DWI
PROGRAM FOR THE YEAR 2023**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI Program for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

A G R E E M E N T

WHEREAS, the County of Schenectady is participating in the New York State Special Traffic Options Program for driving while intoxicated; and

WHEREAS, the STOP-DWI Steering Committee, and the Schenectady County Legislature, in the formulation of the County STOP-DWI Plan have agreed to support heightened law enforcement of the DWI laws:

NOW, THEREFORE, this agreement is entered into and executed by the **County of Schenectady** and the **Town of Rotterdam** as a municipality desirous of reducing the tragic loss of life and personal injury which results from drunk driving within the County. This will be achieved in part, through the participation and cooperation of the law enforcement agencies of the parties to this agreement, acting collectively to implement the enforcement of the County STOP-DWI Plan.

Financing: **Schenectady County** agrees to fund equipment purchases and enforcement, adjudication and training activities as specifically listed in the STOP-DWI Plan (Appendix A) or as recommended by the Schenectady County STOP-DWI Steering Committee as these funds are received; with necessary approval from the County Legislature and New York State Department of Motor Vehicles.

The County's and the **Town of Rotterdam's** liability shall not exceed that amount identified by the duly-endorsed plan, or the plan as amended. The County and the **Town of Rotterdam** shall not be required to fund the program in an amount greater than received in fine revenues for the period of this agreement.

Purchase of Equipment: The law enforcement agencies shall have the obligation of supplying the County with descriptions, specification and other information necessary for the planned purchase. Equipment, supplies or material purchased on behalf of the municipality become the property of that municipal law enforcement agency.

Payment: Payment to the law enforcement agencies for personnel, training, equipment maintenance and other approved purposes, shall be made on a quarterly basis upon receipt by the County of proof of expenditure of funds by the **Town of Rotterdam** for an approved item. Payment for the last quarter of the contract period shall be made after the County receives all fine revenues for the grant period.

Record Keeping: The municipal law enforcement agency shall keep a record of activities funded, and costs incurred in their participation in the STOP-DWI Program. These records shall be made available at least quarterly to the County STOP-DWI Coordinator.

Participation and Evaluation: The Chief Municipal Law Enforcement Agent or his designated representative shall be a member of the Schenectady County STOP-DWI Steering Committee. The representative shall participate in the evaluation of the effectiveness of the STOP-DWI activity, and the formulation of the program. The municipality shall provide statistics and other data concerning the efficiency of their effort to the County STOP-DWI Coordinator.

Term: For the purpose of this agreement, this contract shall be effective from January 1, 2023 to December 31, 2023. Each participating party retains the right to withdraw from the STOP-DWI Program at any time. Such withdrawal must, however, be made by vote and written notice from the governing body of the participating agency.

COUNTY OF SCHENECTADY, NEW YORK

Date Signed

By _____
Rory Fluman
County Manager

TOWN OF ROTTERDAM, NEW YORK

Date Signed

By _____
Mollie Collins
Supervisor

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, 2023 , before me the subscriber personally appeared **Rory Fluman**, to me personally known, who being by me duly sworn, did depose and say that she resides in the County of Schenectady, New York; that she is the County Manager of the County of Schenectady, New York, the municipal corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the County Legislature of said corporation and that she signed her name thereto in accordance with the authority vested in her by provisions of law and by like order.

Notary Public - Commissioner of Deeds

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On this _____ day of _____, 2023, before me the subscriber personally appeared **Mollie Collins** to me personally known, who being by me duly sworn, did depose and say that he resides in the County of Schenectady, New York; that he is the Supervisor of the Town of Rotterdam, New York, the municipality described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Council of said municipality and that he signed his name thereto in accordance with the authority vested in him by provisions of law and by like order.

Notary Public - Commissioner of Deeds

ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET

NAME OF AGENCY	AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*	AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**
Glenville Police Department	\$ 9,750.00	
Niskayuna Police Department	\$ 9,750.00	
Rotterdam Police Department	\$ 9,750.00	
Schenectady Police Department	\$ 16,000.00	
Schenectady County SO	\$ 10,800.00	
Scotia Police Department	\$ 2,000.00	
High Visibility Enforcement Funding		
Glenville Police Department	\$ 3,500.00	
Niskayuna Police Department	\$ 3,000.00	
Rotterdam Police Department	\$ 3,500.00	
Schenectady Police Department	\$ 6,000.00	
Schenectady County SO	\$ 5,000.00	
Scotia Police Department	\$ 1,000.00	
TOTAL	\$ 80,050.00	\$ 0.00

*Subtotal (A) is the overtime funding for each agency

**Subtotal (B) is the equipment amount for each agency

**Do NOT include HVEC
Grant Funding when
reporting your budget.**

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RESOLUTION NO. 35.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH CUSACK AND COMPANY, CERTIFIED PUBLIC
ACCOUNTANTS LLC**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The supervisor is hereby authorized to negotiate and execute a contract with Cusak and Company, Certified Public Accountants, LLC, of 7 Airport Park Boulevard, Latham, New York to provide auditing services to the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

CUSACK & COMPANY
Certified Public Accountants LLC
7 AIRPORT PARK BOULEVARD
LATHAM, NEW YORK 12110
(518) 786-3550
FAX (518) 786-1538
E-MAIL ADDRESS: CPAS@CUSACK.CPA
WWW.CUSACK.CPA

MEMBERS OF:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS OF:
NEW YORK STATE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

December 9, 2022

Town Supervisor
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306

We are pleased to confirm our understanding of the services we are to provide the Town of Rotterdam for the year ended December 31, 2022. We will audit the financial statements of all fund types and account groups, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Rotterdam as of and for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, including the disclosures, which collectively comprise the basic financial statements, of the Town of Rotterdam as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Rotterdam's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Rotterdam's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Budgetary Comparison Schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, fund sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

Management override of controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable procedures to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, we will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Rotterdam's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Rotterdam in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform the services in accordance with applicable

professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure the appropriate goals and objectives are met; (2) following laws and regulations (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books records, supporting documentation, and other information as needed to perform an audit (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements, and related matters

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies

with applicable laws, regulations, contracts, agreements and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are also responsible for the preparation of the required supplementary information, which have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statements, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

We will provide copies of our reports to the Town Board, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cusack & Company CPA's LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cusack & Company CPA's LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit findings for guidance prior to destroying the audit documentation.

Kenneth B. Claflin, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in May 2023.

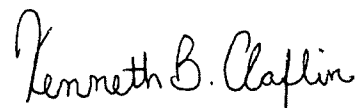
Our fee for these services will be \$16,200 for the Town and \$4,100 for the Town Officials. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problem we encounter and our fees will be adjusted accordingly.

Reporting

We will issue a written report upon completion of our audit. Our report will be addressed to the Town Board of the Town of Rotterdam. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town of Rotterdam and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "Kenneth B. Claflin". The signature is written in a cursive style with a large initial 'K'.

Kenneth B. Claflin, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Rotterdam.

Town Supervisor

Date

RESOLUTION NO. 36.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT
WITH BEN MOORE PHOTOGRAPHY/VIDEO**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Ben Moore, of 120 Dahlia Street, Rotterdam, New York 12306, to provide photography and videography services for the unedited recording of the Town Board Meetings for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Ben Moore - Photography / Video

120 Dahlia St
Schenectady, NY 12306
Phone: 5184700472
E-Mail: benjaminrmoore@me.com

January 1, 2023

Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, N.Y. 12306
Subject: **2023 Video Contract**
Attn: Mollie Collins

In regards to the 2023 Town Board Meeting Video Contract, I will provide the video services as follows;

Record town board meetings for the sum of \$100.00 for the 1st hr, and pro-rated at \$25.00/ each additional 15 minutes thereafter.

Video footage of each meeting will be copied to a jump drive for the Town's Records.

Each video will be uploaded to the Town of Rotterdam's You Tube Channel.

All work will be provided uncut with high quality video and audio in a timely fashion within 48 hours.

Sincerely,

Ben Moore

RESOLUTION NO. 37.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A RENEWAL
CONTRACT WITH THE BOYS AND GIRLS CLUB**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Boys and Girls Club of Schenectady, 400 Craig Street, Schenectady, New York 12307, for services to be provided for the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

LEASE AND PROGRAMING SERVICES AGREEMENT

This Agreement, entered into this 1st day of January, 2023, by and between the **ROTTERDAM BOYS & GIRLS CLUB of SCHENECTADY**, a domestic corporation with principal offices at, P.O. Box 466, Schenectady, New York, 12301 (hereinafter referred to as the "CLUB"), and the **TOWN OF ROTTERDAM**, a municipal corporation with offices at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 (hereinafter referred to as the "TOWN").

WITNESSETH

WHEREAS, the TOWN and the CLUB, being desirous of providing educational and recreational services, to the residents and visitors to the TOWN of Rotterdam, throughout its facilities, located at 721 Curry Road, Rotterdam, New York 12306, do hereby agree and mutually covenant as follows:

1. The CLUB shall lease to the TOWN the entire facility, recognizing the CLUB works with over 1,200 youths and 600 families residing in the TOWN and provides educational, character building, leadership, nutritional and recreational programming for youth residents, senior citizens and families at the Rotterdam Boys & Girls Club branch of the club, located at 721 Curry Road, for a one-year term commencing January 1, 2023 and terminating December 31, 2023.
2. The CLUB shall provide a year-round senior citizen adult program from September through June, three (3) days per week for 1 ½ hours each day and in July & August five days per week, of which one (1) hour daily shall be for senior citizens to utilize the facility every January 1st to May 15th, and from October 1st to December 31st. This shall total five (5) hours per week and the TOWN shall have the right to utilize the facility for all seniors in the TOWN, including but not limited to the gymnasium, computer lab, various program areas, etc. The TOWN and the CLUB agree to negotiate an alternate program(s) for the benefit of senior citizens that shall be approved by town board resolution.
3. The CLUB shall provide to the residents and visitors of the Town of Rotterdam at the CLUB's Rotterdam site shall include the following:
 - a. Children shall be provided with programming every day during the school year and have access to all of the daily activities within the CLUB.
 - b. Access to the CLUB shall be available to Rotterdam-based youth sports programs (basketball, baseball, football and cheerleading) during the winter months and during inclement weather.
 - c. Programming for toddlers, for sports such as soccer and basketball, shall be available and along with swimming lessons when the pool is available.

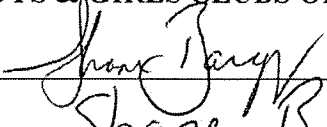
- d. The CLUB shall have an annual Halloween Party and Thanksgiving Dinner for everyone in the community, free of charge.
 - e. CLUB shall provide a wide-array of critical educational, leadership, character development and recreational programming daily for all children.
 - f. Free snacks every day immediately after school for all children.
 - g. The CLUB shall be open during all school vacations, breaks, and most snow days.
 - h. The CLUB shall provide a basketball league with all children, ages 6 through 18.
 - i. The CLUB shall provide education scholarships for several children.
3. The TOWN covenants and agrees to abide by all of the rules and regulations of the New York State Department of Health to assure safe operation of the swimming pool (when available), should the pool be in use by the TOWN and also agrees to abide by the rules and regulations in place by the CLUB for all other program areas used by the Town in the facility. The CLUB, in turn, covenants and agrees to abide by all federal, state and local building and sanitary codes and regulations to assure sanitary and safe access throughout the entire facility which includes but is not limited to the gymnasium, computer lab, various program areas, etc. The TOWN agrees to plow facilities during winter.
4. The CLUB shall have liability insurance for bodily injury in the amount of \$1,000,000 for each occurrence and \$3,000,000 for the aggregate; property damage liability in the amount of \$100,000 for each occurrence and \$1,000,000 for the aggregate. The TOWN shall be listed as an additional insured.
5. That in consideration of the foregoing, the Town shall annually pay to the CLUB a total of Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00) for the Agreement period, payable in four (4) installments of Four Thousand Six Hundred Twenty-Five and 00/100 Dollars (\$4,625.00) each as follows:
- a. 1st Payment each March 15th
 - b. 2nd Payment each June 15th
 - c. 3rd Payment each September 15th
 - d. 4th Payment each December 15th

It is further agreed that the total proceeds from the program service fees assessed to participants during will be payable to the CLUB at the time of services rendered. In no way will these program service fees be considered part of or a substitute for the basic yearly agreed upon reimbursement of Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00) from the Town.

This Agreement shall commence retroactively to on January 1, 2023 and terminate on December 31, 2023. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other.

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

BOYS & GIRLS CLUBS OF SCHENECTADY, INC.



Shane Bary
(please print name)

Title: Executive Director

Dated: 12/29/22

TOWN OF ROTTERDAM

Town Supervisor

Dated:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2022

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

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

PRODUCER OneGroup NY, Inc 155 Erie Blvd PO Box 1044 Schenectady NY 12304-1044		CONTACT NAME: Lou Battaglioli PHONE (A/C, No, Ext): 518-952-7970 E-MAIL: LBattaglioli@OneGroup.com FAX (A/C, No): 518-377-0375 ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Philadelphia Indemnity Insurance Co	
		INSURER B : State Ins Fund	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1930905066 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	Y	Y	PHPK2441433	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2441433	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			PHU824791	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A13437272	1/1/2022	1/1/2023	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B A	Disability Abuse/Molestation	Y		DBL5886933 PHPK2441433	1/1/2022 7/15/2022	1/1/2023 7/15/2023	Statutory 1,000,000 3,000,000 Each Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached ...

CERTIFICATE HOLDER

CANCELLATION

Town of Rotterdam 1100 Sunrise Blvd Rotterdam NY 12306	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: BOYGI1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY OneGroup NY, Inc.		NAMED INSURED Boys & Girls Clubs of Schenectady, Inc. P.O. Box 466 Schenectady, NY 12301
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Coverage applies per form(s):

General Liability:

PI-GLD-HS NY (10/11) General Liability Deluxe Endorsement: Human Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	3
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured.
This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:
 - a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:

- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

O. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
 - b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
 - c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
 - d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) Boys & Girls Clubs Of Schenectady, Inc BGCS Building Great Futures, Inc. 118 Henry Street Schenectady NY 12304	1b. Business Telephone Number of Insured 518-374-4714 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Rotterdam 1100 Sunrise Blvd Rotterdam NY 12306	3a. Name of Insurance Carrier State Ins Fund 3b. Policy Number of entity listed in box "1a": DBL5886933 3c. Policy effective period: 1/1/2022 to 1/1/2023

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
- b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 12/29/2022 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-315-363-2100 Title Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Boys & Girls Clubs Of Schenectady, Inc BGCS Building Great Futures, Inc. 118 Henry Street Schenectady NY 12304 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-374-4714 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Rotterdam 1100 Sunrise Blvd Rotterdam NY 12306	3a. Name of Insurance Carrier State Ins Fund 3b. Policy Number of entity listed in box "1a" A13437272 3c. Policy effective period <u>1/1/2022</u> to <u>1/1/2023</u> 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

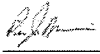
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Pierre Morrisseau
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  12/29/2022
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: (315) 363-2100

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are *NOT* authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO. 38.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT
WITH SCOTT M. RONDA, LLC TO REPRESENT TAX LITIGATION MATTERS FOR
THE YEAR OF 2023**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Scott M. Ronda, LLC, located at 514 Vischers Ferry Road, Clifton Park, New York 12065, to represent the Town of Rotterdam related to tax litigation matters for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

THE LAW OFFICE OF SCOTT M. RONDA, LLC

*One Vosburgh Road, Suite 2
Mechanicville, NY 12118
(518) 605-0703*

RETAINER AGREEMENT

This Agreement is between The Law Office of Scott M. Ronda, LLC, (hereinafter, “the Firm”) and the Town of Rotterdam (hereinafter, “the Client”) whereby the Firm shall provide legal services and counsel to the Client. Matters shall be assigned to the Firm by the Town Supervisor or by the Town Attorney. All such assignments shall be acknowledged in writing by the Firm.

Scope of the Services

The services to be provided by the Firm pursuant to this Agreement include the initial review of the file and continuing consultation with the Client; communications with appropriate parties; review of all communications, documents, pleadings and legal papers relating to the matter; and the prosecution or defense of any judicial or administration proceeding, including pre-trial discovery; settlement negotiations; and, if necessary, trial of the case.

It is understood and agreed that a partner of the Firm will be in charge of, and responsible for, the administration of these matters, but specific assignments may be made to another attorney or paralegal of the Firm in accordance with the level of service required. It is the policy of the Firm to assign a task to the individual most competent to undertake that particular task at the lowest hourly rate. Such assignments shall be made at the discretion of the Firm.

In providing legal services to the Client, any attorney of the Firm will use his or her best efforts in representing the Client and will act at all times in the interest of the Clients. Should a conflict of interest arise or be discovered, or should the interests of the Client conflict with the obligations or duties, ethical or otherwise, of an attorney of the Firm, or conflict with his or her responsibilities as an officer of the court, the Firm will inform the Client of such conflict and seek to withdraw from representation of the Client.

The outcome of any legal matter is not predictable and a particular outcome cannot be guaranteed. The Firm makes no promises, representations or guarantees concerning the outcome of this matter. The opinions of the attorneys of the Firm concerning the validity of a legal claim and the law applicable to that claim are not guarantees or promises concerning how a particular matter will be resolved in the courts. The obligations under this Agreement are not contingent upon the outcome.

The Firm shall apprise the Client of the status of the matter on a regular basis, and, at the Client's request, the Firm shall provide the Client with any documents or records relating to the matter.

Fees, Costs and Disbursements

Fees for Legal Services

For all legal services other than Court appearances, the fee for legal services shall be billed at the following hourly rates:

- \$200 per hour for Partners
- \$185 for Senior Associates
- \$175 for Associates
- \$90 for Paralegals

In the event that one or more Court appearances are necessary, the fees hourly for the preparation for and appearance in Court shall be billed at the following rates:

- \$220 for Partners
- \$195 for Senior Associates
- \$175 for Associates
- \$90 for Paralegals

Costs and Disbursements

Costs or disbursements, which are in addition to the legal fee, are incurred for purposes such as filing fees, service on necessary parties, transcription services, postage, copying and experts, such as appraisers. No experts will be engaged without the Client's approval.

Any costs or disbursements incurred are the responsibility of the Client, when due, and are not included in the fee for legal services.

The Firm shall bill the Client on a regular basis.

Clients Rights and Responsibilities

The Client has the right to discharge the Firm at any time. In the event that the Client does discharge the Firm, or directs the Firm to cease action in relation to the matter, the Firm shall be entitled to compensation due at the hourly rates provided for in this Agreement.

In the event that the Client fails to pay for legal services provided by the Firm and any associated costs and disbursements, the Firm may seek Court approval for imposition of a security interest or charging lien.

In the event that the Client disagrees with a fee that is in excess of \$1,000 but less than \$50,000, the client may require the Firm to submit the fee to arbitration in accordance with Part 137 of the New York Uniform Rules of Courts.

Town of Rotterdam

Dated:

By: _____, Supervisor

The Law Office of Scott M. Ronda, LLC

Agreement accepted

Dated:

By: Scott M. Ronda, Esq.

3

RESOLUTION NO. 39.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT
WITH BARTLETT, PONTIF, STEWART & RHODES, PC. TO ACT AS ATTORNEYS
FOR THE ZONING BOARD OF APPEALS**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with, Bartlett, Pontif, Stewart & Rhodes, PC. to act as Attorneys for the Zoning Board of Appeals for a term commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

ALAN R. RHODES
PHILIP C. MCINTIRE
MARK A. LEBOWITZ
J. LAWRENCE PALTROWITZ
MALCOLM B. O'HARA
PATRICIA E. WATKINS
MARK E. CERASANO
BRUCE O. LIPINSKI
PAULA NADEAU BERUBE
JONATHAN C. LAPPER
JAMES R. BURKETT
STEFANIE DiLALLO BITTER
KARLA WILLIAMS BUETTNER
JOHN D. WRIGHT

BARTLETT, PONTIFF, STEWART & RHODES, P.C.

ATTORNEYS AT LAW
P.O. BOX 2168
ONE WASHINGTON STREET
GLEN FALLS, NEW YORK 12801-2168

TELEPHONE (518) 792-2117
FAX (518) 792-3309
EMAIL info@bpsrlaw.com
WEBSITE www.bpsrlaw.com

SERVICE BY FACSIMILE NOT ACCEPTED

GREGORY J. TERESI
ALEXANDRA C. DAVIS
BENJAMIN R. PRATT, JR.
OF COUNSEL
ROBERT S. McMILLEN
RETIRED
RICHARD J. BARTLETT
1926-2015
PAUL E. PONTIFF
1930-2021
ROBERT S. STEWART
1932-2001
BERTRAM J. DUBE
1916-1999

November 9, 2022

Supervisor Mollie Collins
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

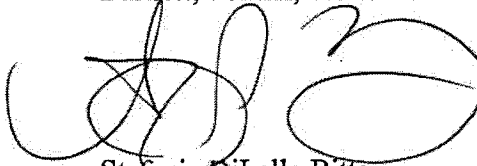
Re: Code Enforcement Request for Proposal - 2023 Contract

Dear Supervisor Collins:

Enclosed please find my proposed Agreement for Services and a copy of my resume. I wish to continue my engagement with the Town of Rotterdam. I have enjoyed the opportunity to work with the Town of Rotterdam over the past six years and hope that it extends thru 2023. Please advise if you have any questions or need anything further.

Sincerely,

Bartlett, Pontiff, Stewart & Rhodes, P.C.



Stefanie DiLallo Bitter
Direct Line: (518) 832-6419
Direct E-mail: sdb@bpsrlaw.com

SDB
736833

AGREEMENT FOR LEGAL SERVICES

This Agreement made in duplicate originals the _____ day of January, 2023, between the **Town of ROTTERDAM**, a municipal corporation with its office at 1100 Sunrise Boulevard, Town of Rotterdam, County of Schenectady and State of New York (hereinafter "the Town") and **Bartlett, Pontiff, Stewart & Rhodes, P.C.**, with its office at One Washington Street, Post Office Box 2168, Glens Falls, NY 12801-2168 (hereinafter "the Firm").

ARTICLE 1. GENERAL. The Town hereby agrees to retain the Firm as its attorneys and counselors at law to provide legal services as hereinafter specified, and the Firm agrees to provide said services upon the terms and conditions set forth herein.

ARTICLE 2. TERM OF AGREEMENT. The term of this Agreement shall be from January 1, 2023, through December 31, 2023.

ARTICLE 3. SERVICES TO BE PROVIDED BY FIRM.

- (a) The Firm shall handle all day-to-day inquiries and research questions of law which arise in the course of normal activities regarding the Zoning Board of Appeals. In addition, it will attend all regular Zoning Board of Appeals meetings and any additional special meetings for the Zoning Board of Appeals and provide other legal services of a general nature as may be directed by the Town to assist with the Zoning Board of Appeals.

ARTICLE 4. FEES.

- (a) The Town agrees to pay the Firm and the Firm agrees to receive as compensation from the Town for legal services rendered in connection with all day-to-day zoning inquiries and research questions which arise in the course of normal activities for the Zoning Board of Appeals as well as, attendance at all regular and special Zoning Board of Appeals meetings and other legal services of a general nature as may be directed by the Town for a fee of \$1,650.00 per month in 2023.
- (b) If the Town seeks the Firm's representation in special matters there will be an additional fee. The Town agrees to pay to the Firm and the Firm agrees to receive as compensation from the Town for legal services rendered in connection with special matters, which include but are not limited to, prosecution of enforcement matters, assistance with planning matters, labor negotiations, grievances and arbitration, litigation, drafting and promulgation of major or significant local laws and ordinances, creation of special districts and extensions, intermunicipal contracts and associated negotiations an hourly rate of \$220.00 per hour for attorney's time, \$120.00 per hour for paralegal time in 2023.
- (c) If municipal bonding work is required for municipal finance issues (bond counsel), our fee would be calculated as follows: For notes, \$2,000, plus \$1.00 per thousand dollars of the issue; and for bonds (excluding refunding bonds),

\$2,500, plus \$1.50 per thousand dollars of the issue. For refunding bonds, we would bill within the limitations on the allowable costs of issuance. In addition, our firm would charge disbursements for extraordinary photocopying by an outside service and for overnight mail service paid to a third party.

ARTICLE 5. DISBURSEMENTS. The Town shall pay or reimburse the Firm upon request the following disbursements:

- (a) Postage. The exact amount of postage incurred including overnight delivery charges.
- (b) Travel expenses. The Town shall pay the actual mileage of the Firm at a rate of \$.62 per mile.
- (c) The Town shall pay or reimburse the Firm for the actual expense of all court filing fees, witness fees and stenographer fees.

ARTICLE 6. BILLING. The Firm shall submit its bills to the Town on a monthly basis. The Firm shall include in its billing a detailed explanation of the services rendered , by whom rendered and disbursements incurred by the Firm. The Town shall pay the fees and disbursements due within thirty (30) days of receipt.

ARTICLE 7. CANCELLATION. Either party may cancel this agreement upon thirty (30) days written notice.

ARTICLE 8. SEVERABILITY. In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision, other than to the extent it is held invalid, will not be invalid or affected thereby.

ARTICLE 9. GOVERNING LAW. This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.

ARTICLE 10. WAIVER. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 11. ALTERATION OR AMENDMENT. This Agreement may not be altered, amended, changed or modified in any respect or particular except by a writing signed by all of the parties hereto.

ARTICLE 12. MISCELLANEOUS. The Town reserves the right to retain special counsel to represent the Town in any matters . It is recognized that the Town has a Town Attorney as well as a Planning Attorney, and that this agreement relates specifically to Zoning matters.

ARTICLE 13. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall not be modified except by a subsequent written Agreement executed by the authorized representatives of the parties hereto.

ARTICLE 14. AUTHORITY. Each of the persons signing below warrants that he or she is duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

ARTICLE 15. NON-ASSIGNMENT. This Agreement may not be assigned without the written consent of the Town of Rotterdam.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year written opposite their respective signatures.

TOWN OF ROTTERDAM

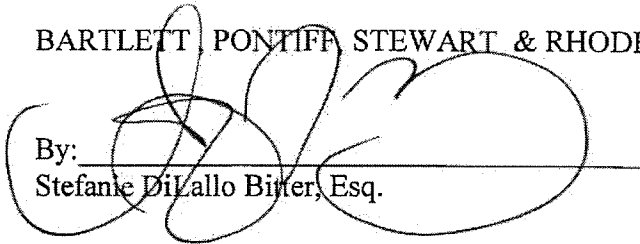
Date: _____

By: _____
Mollie Collins , Supervisor

Date : 11/9/22

736824

BARTLETT, PONTIFF, STEWART & RHODES , P.C.

By: 
Stefanie DiLallo Bitter, Esq.

Stefanie DiLallo Bitter

One Washington Street
PO Box 2168 Glens Falls New York 12801
518-832-6419 fax 518-824-1019
sdb@bpsrlaw.com

LEGAL EXPERIENCE

Admitted to Practice January 2001, New York State, Third Department
April, 2001, Federal Jurisdiction, Northern District of New York
December, 2014 Vermont Bar Admission

Bartlett, Pontiff, Stewart & Rhodes, P.C., Glens Falls, New York

Associate Attorney, 2000 - 2007, *Principal Attorney*, 2008 to present

Practice in all aspects of Real Estate Law, Land Use and Zoning Law, Landlord/ Tenant, Estate Planning and Administration, Municipal Law, Corporate and Commercial Law, and Environmental Law.

Division of Parole, Albany, New York

Legal Intern, July, 1999-2000

NYS Lawyers' Fund for Client Protection, Albany, New York

Legal Investigator, June 1999- 2000

NYS Department of Health, Bureau of Administrative Hearings, Albany, New York

Legal Intern, Spring 1999

Division of Probation and Correctional Alternatives, Albany, New York

Research Assistant, Spring 1999

New York Association for Alternative Sentencing Programs, Albany, New York

Research Assistant, July 1998-April 1999

NYS Supreme Court, The Honorable Vito Caruso, Schenectady, New York

Legal Intern, June 1998 and December-February 1997

EDUCATION

Albany Law School of Union University, Albany, New York

Juris Doctor, *cum laude*, May 2000

GPA: 3.25

Dean's List three of six eligible semesters

Health Law Practicum, Fall 1999

Gabrielli Appellate Advocacy Moot Court Competition, Fall 1998

Senior Prize Trials, Fall 1999 & Octo-finals 2000

Writing Requirement: *Supplemental Needs Trust: Enhancing the Quality of a Disabled Person's Life*

Member of the Justinian Society

Hartwick College, Oneonta, New York

BA in Political Science Minor: History, May 1997

GPA: 3.2 - Graduated with Departmental Distinction

CERTIFICATIONS

Certified Mediator, Albany Law School, January 1999
Certified Guardian, Albany Law School, December 1999

PROFESSIONAL MEMBERSHIPS

New York State Bar Association
Warren County Bar Association
Member, Real Estate Committee, 2010 to present
Adirondack Women's Bar Association
Founding Member; Secretary, 2004-2005

COMMUNITY INVOLVEMENT

Member of the Steering Committee, Northeastern Chapter of Junior Achievement, 2006 to 2013

Member of the Board of Directors, Adirondack Saratoga Chapter of the Red Cross, 2010 to 2016.
Vice Chair 2012-2014
Chair 2014- 2015

Member of the Board of Directors, Council Meadows, 2011 to 2016.

Member of Warren County Bar Association Real Estate Committee, 2010 to present
Co-Chair 2012 to 2013

Director of Adirondack Regional Chamber of Commerce, January 2014 to December 2020.

Director of the Family YMCA of the Glens Falls Area, June 2019 to present.

Secretary, Women's Business Council, Adirondack Regional Chamber of Commerce, June 2019 to June 2020

Chair, Women's Business Council, Adirondack Regional Chamber of Commerce, June 2020 to June 2021

Adjunct Professor of Sociology Hartwick College, January 2021 to Present

Secretary, Hickory Hill Foundation, September 2021 to Present

20 under 40 Award, The Post Star and the Young Professionals Chapter of the Adirondack Regional Chamber of Commerce, October of 2010

Blood Donor Hero Award, 2019 Northeastern New York American Red Cross
Volunteer for Blood Services, Adirondack Saratoga Chapter of the Red Cross 2008 to present.
Organized a Blood Drive in December, 2008, 2011, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020

Volunteer for Junior Achievement, 2005, 2007, 2008, 2009, 2010, 2011, and 2013.

Speaker for Adirondack Chamber of Commerce Event: Network of Enterprising Women, Business: The Legal Aspect, September 13, 2011.

Co-Founder and Organizer of the 2012, 2013 and 2014 5k Zombie Run, Six Flags Great Escape, Queensbury New York. Proceeds benefited the Adirondack Saratoga Chapter of the American Red Cross.

Speaker for New York Easements and Right of Ways CLE sponsored by Foxmoor, December 11, 2012, Albany New York

Upstate New York Rising Star Award 2013, 2014 and 2015, Super Lawyers, Recognized for work in Land Use and Zoning.

Adjunct Professor at Hartwick College Spring 2021, Fall 2021 and Spring 2022, Intro to Law and Society.

Community Workshop Inc. Dancing with the Stars March 2022, Mirror Ball Champion 2022

Speaker Women's Business Counsel Succession Summit, May 11, 2022

RESOLUTION NO. 40.23

**AUTHORIZING THE SUPERVISOR TO APPROVE THE TRANSFER OF FUNDS TO
THE CHIEF OF POLICE FOR ASSET FORFEITURE INVESTIGATIONS DURING
2023**

WHEREAS, the Town of Rotterdam maintains an Asset Forfeiture Reserve Fund to be used for the payment of expenses related to asset forfeiture investigations by the Rotterdam Police Department; and

WHEREAS, the Chief of Police of the Rotterdam Police Department from this time-to-time request that funds from this special reserve fund be made available to the Department; 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 does hereby authorize the Supervisor of the Town of Rotterdam to approve the transfer of funds to the Chief of Police of the Town of Rotterdam Police Department for asset forfeiture investigations during 2023.

SECTION 2. The Comptroller of the Town of Rotterdam is hereby authorized to draw funds from the Asset Forfeiture Bank Account in an amount approved by the Supervisor payable to the Chief of the Rotterdam Police Department and make the necessary budgetary adjustment.

SECTION 3. The Chief of Police of the Rotterdam Police Department shall be responsible for the accounting and reporting of all funds received, and shall file a summary with the Supervisor of the Town of Rotterdam at the end of each fiscal year.

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 41.23

AUTHORIZE AND DIRECT THE SUPERVISOR AND/OR DESIGNEE TO PREPARE AND FILE WITH THE TOWN CLERK THE ANNUAL FINANCIAL REPORT WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE CLOSE OF THE 2022 FISCAL YEAR AND DIRECT THE TOWN CLERK TO PUBLISH THE NECESSARY LEGAL NOTICE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, Pursuant to Section 29 (10-a) of New York Town Law, hereby authorizes and directs the Supervisor of the Town of Rotterdam, in lieu of preparing the report required by Section 29(10) of New York State Town Law, to submit to the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days after the close of the 2022 fiscal year, a copy of the report to the NYS Comptroller required by Section 30 of the New York State General Municipal Law pursuant to Section 29(10-a) of the NYS Town Law, and the Town Clerk shall cause a notice to be published within ten (10) days after receipt thereof, that a copy of such report is on file in the Town Clerk's office and is available for public inspection and copying in the official newspaper.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam within ten (10) days after receipt of a copy of the Annual Financial Report of the 2022 Fiscal Year prepared and filed by the Supervisor pursuant to Section 29 (10-a) of the New York State Town Law within one hundred twenty (120) days after the close of the fiscal year, the following public notice:

**TOWN OF ROTTERDAM
PUBLIC NOTICE**

PLEASE TAKE NOTICE: That a copy of the Annual Financial Report of the Town of Rotterdam filed by the Supervisor pursuant to Section 29 (10-a) of the Town Law of the State of New York in the Office of the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days of the close of the 2022 fiscal year and said report being a true and accurate copy of the report to the Comptroller of the State of New York as required by Section 30 of the New York State General Municipal Law, is on file in the Town Clerk's office and available for public inspection and copying during normal business hours.

**BY ORDER OF THE ROTTERDAM TOWN BOARD
Diane M. Marco, Town Clerk**

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 42.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT
WITH THE ARTS CENTER AND THEATRE(OPEN STAGE MEDIA)**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Arts Center and Theatre of Schenectady, located at 423 State Street, Schenectady, New York 12305, to provide public and government television access, in an amount not to exceed five thousand and 00/100 (\$5,000.00) dollars, annually for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Agreement

This Agreement made this ____ day of January, 2023 by and between the Town of Rotterdam ("Town"), having offices at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, and Arts Center and Theatre of Schenectady, d.b.a. Proctors ("Proctors"), having offices at 432 State Street, Schenectady, New York 12305.

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

WHEREAS, the Town pursuant to Resolution No. 42.23 authorizes the Town Supervisor to negotiate and execute an agreement, in the form of a contract, with Proctors regarding public and government television access,

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

1. The Town hereby designates Proctors to operate and administer the public access channel and government access channel on Spectrum Channels Sixteen (16) and Eighteen (18) as well as Verizon Fios Channels Thirty-Six (36) and Thirty-Eight (38) in the Town of Rotterdam.
2. Proctors agrees to provide access to its studio(s), located at 432 State Street, Schenectady, New York 12305, to all Town residents for noncommercial use on a first-come, first-served, nondiscriminatory basis for filming, recording and dissemination of public access television shows on Spectrum Channels Sixteen (16) and Verizon Fios Channel Thirty-Six (36), ("public access channel") programming.

Agreement

3. Proctors shall provide notice to the Town's residents of the opportunity to use such public access channel including periodic messages transmitted on such channel. Notices shall include the name, address and telephone number of Proctors for use of the public access channel.
4. The Town shall not exercise editorial control over any use by the public of the public access channel, except as may be permitted by law.
5. Proctors shall maintain a record of the use of such public access channel which shall include the names and addresses of all persons using or requesting the use of any such channel and which record shall be available for public inspection for a minimum of two (2) years. Video archival meetings are also available at openstagemedia.org.
6. Proctors agrees to provide access to its studio(s) and training to Town employees/residents to produce public service announcements and government access television shows.
7. Proctors agrees to replay filmed meetings of the Town Board each and every Sunday at 3:00 o'clock p.m., each and every Monday at 12:00 o'clock p.m., each and every at Wednesday 12:00 o'clock p.m., each and every Thursday at 7:00 o'clock a.m., and each and every Friday at 7:00 o'clock p.m. on Spectrum channel Eighteen (18) and Verizon Fios channel Thirty-Eight (38) ("government access channel"). Local use of the government access channel by the Town of Rotterdam shall have preferred status over non-governmental entities in the event of competing requests for channel time.

Agreement

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

In Witness whereof, the parties have caused this agreement to be executed by their proper officers this ____ day of January, 2023.

ARTS CENTER AND THEATER OF SCHENECTADY

By: _____
Philip Morris, CEO

TOWN OF ROTTERDAM

By: _____
Mollie A. Collins, Town Supervisor

RESOLUTION NO. 43.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH INDUSTRIAL & UTILITY VALUATION CONSULTANTS, INC.**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Industrial & Utility Valuation Consultants Inc., located at 31 Colonial Green, Albany New York, 12211, to provide Real Property Tax Consulting Services to the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

**AGREEMENT
BETWEEN THE TOWN OF ROTTERDAM
AND
INDUSTRIAL & UTILITY VALUATION CONSULTANTS, INC.
FOR THE PROVISION OF REAL PROPERTY TAX CONSULTING
SERVICES**

AGREEMENT, effective as of the _____, by and between the Town of ROTTERDAM, New York (hereinafter referred to as the "TOWN ") a New York municipal corporation with its principal place of business located at 1100 Sunrise Boulevard, Schenectady, New York, 12306, and Industrial & Utility Valuation Consultants, Inc. (hereinafter referred to as "IUVC"), a New York corporation with its principal place of business located at 31 Colonial Green, Albany, New York 12211.

WITNESSETH

WHEREAS, the TOWN has need of Real Property Tax Consulting Services, to include, but not be limited to, Tax Certiorari Litigation, Small Claims Assessment Review, Equalization Rates, and Residential Assessment Ratios (RAR's), and requires the specialized professional services possessed by IUVC; and

WHEREAS, IUVC has agreed to provide the required professional real property tax consulting services as hereinafter set forth; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

**ARTICLE I
SCOPE OF SERVICES**

- In conjunction with the above consultative work, and my extensive experience with the NYSORPTS RPSV4, I have utilized various statistical packages including, but not limited to, Microsoft Excel® and SPSS®. These packages were employed in the creation of statistically valid and useful profiles for the above referenced municipality's assessment rolls and were used primarily to determine the statistical relationships between the subject and sales files of such municipalities, particularly with respect to residential properties and reflected in my modeling of the Revaluations of the Cities of Albany and Schenectady and the Towns of Colonie, Haverstraw and East Greenbush.
- Moreover, I have extensive knowledge of the NYSORPTS commercial/industrial property income based VFF (Valuation Factor File) program and have worked closely with the many taxing jurisdictions on

their VFFs; for example, the Town of Colonie's 2001 project; the City of Albany's 2003, 2007 and 2016 projects, the City of Schenectady's 2008 project, the Town of Haverstraw's 2006 project, and the 2013 and 2018 Town of East Greenbush projects.

- In addition, I have had extensive experience working with the many municipal assessing jurisdictions in the review and defense of RPTL Article 7 and 7-a Tax Certioraris, both with respect to the review of such petitions, preparation of detailed analyses of the veracity of such petitions and active participation in settlement negotiations, court appearances, etc., all at the express direction of the clients. In fact, I have been doing these exact tasks for the Town for these past ten years.
- With respect to review and analysis of the NYSORPTS pre-decisional conferences and tentative equalization rates, I have again worked with many municipal assessing jurisdictions, and have had conferences with NYSORPTS at both the regional and executive levels and, moreover, have appeared and testified before the NYSORPTS Board with respect to both tentative equalization rates, segment rates, market trending analyses, etc.

ARTICLE II TERM OF THE AGREEMENT

The term of this AGREEMENT shall commence on _____ and expire on _____.

ARTICLE III COMPENSATION

In consideration of the terms and obligations of this AGREEMENT with respect to Article I, the TOWN agrees to pay, and IUVC agrees to accept, the fee of three hundred dollars (\$300.00) per hour.

Such fee includes any and all direct and indirect IUVC expenses inclusive of travel time to the ROTTERDAM Town Hall.

IUVC shall submit to the TOWN on a monthly basis, in arrears, an itemized bill, properly executed claim form, voucher, and/or such other necessary information or supporting documentation as may be required by the TOWN in order to process payment for fees. The TOWN shall provide to IUVC the requisite claim forms or vouchers in a timely fashion.

ARTICLE IV RELATIONSHIP

IUVC shall be deemed an independent IUVC, and not an agent or employee of the TOWN, and shall not attain any rights or benefits under the Civil Service or Pension Ordinance of the TOWN, or any rights generally afforded classified or unclassified employee; further he shall

not be deemed entitled to New York Worker's Compensation benefits as an employee of the TOWN. IUVC shall have no right or authority, actual or apparent, to bind the TOWN in any matter, nor to represent the TOWN on any matter.

**ARTICLE V
LICENSURE & CERTIFICATION**

IUVC shall at all times obtain and maintain any and all licenses and certifications required by the State of New York to perform the services contemplated by this AGREEMENT.

**ARTICLE VI
NOTICES**

All notices required under this AGREEMENT shall be in writing and either hand-delivered or properly mailed by certified mail, return receipt requested, to the addresses set forth below:

Town of ROTTERDAM
Town Attorney
1100 Sunrise Boulevard
Schenectady, New York 12306

IUVC, Inc.
31 Colonie Green
Albany, New York 12211

**ARTICLE VII
DISCRIMINATION**

During the performance of this Agreement, the IUVC agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin(s), disability, sexual orientation or on any basis prohibited by local, state or federal law.

**ARTICLE VIII
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:**

IUVC covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto.

**ARTICLE IX
NONDELEGATABILITY:**

Pursuant to ARTICLE 109 of the New York General Municipal Law, the obligations undertaken by IUVC pursuant to this Agreement shall not be delegated or assigned to any other person or entity unless the Town shall first consent to the performance or assignment of such service or any part thereof, which consent shall only be binding if made in writing.

**ARTICLE X
AUDIT AND INSPECTION RIGHTS:**

The TOWN reserves the right to audit the records generated by the IUVC in the performance of this Agreement any time during the performance of this Agreement for purposes on demand, or at such other times as the parties may mutually agree.

ARTICLE XI
INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF TOWN,
MEMBERS OF TOWN GOVERNING BOARD OR OTHER PUBLIC
OFFICIALS:

No member, officer or employee of the TOWN; or its designees, or agents, or member of the Town Council, and no other public official of the TOWN shall have any interest direct or indirect, in any Agreement or the proceeds thereof, for work to be performed under this Agreement.

ARTICLE XII
AWARD OF AGREEMENT/NONCOLLUSION:

IUVC warrants that he has not employed or retained any company or persons to solicit or secure this Agreement that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other considerations contingent upon or resulting from the award or making of this Agreement.

ARTICLE XIII
INDEMNIFICATION:

IUVC agrees to defend, indemnify, and save harmless the TOWN and its officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any gross negligent or intentional act or omission of IUVC to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities and expenses.

ARTICLE IVX
MODIFICATIONS

This AGREEMENT may only be modified by a formal written amendment executed by the TOWN and IUVC.

ARTICLE XV
CONSTRUCTION OF AGREEMENT:

The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of New York.

ARTICLE XVI
PARTIAL INVALIDITY

If any term, part, provision, ARTICLE, subdivision, or paragraph of this AGREEMENT shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, ARTICLE's, subdivisions, or paragraphs thereof.

ARTICLE XVII
TERMINATION OF AGREEMENT

Notwithstanding the provisions of Article II of this AGREEMENT, either party shall have the right to at any time, with or without cause, to terminate this AGREEMENT and the services contemplated by this AGREEMENT on one (1) week written notice of such termination. In the event of any such termination of this AGREEMENT, the contract expiration date set forth in Article II of this AGREEMENT shall be changed accordingly and IUVC shall be entitled to a pro-rata portion of the fee set forth in Article III of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto hereby execute this AGREEMENT and make it effective as of the day and year first written above.

TOWN OF ROTTERDAM

INDUSTRIAL & UTILITY VALUATION
CONSULTANTS, INC.

RESOLUTION NO. 44.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH MONTGOMERY COUNTY SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS(MCSPCA)**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with MCSPCA, located at 1007 NY-5S, Amsterdam, NY 12010, for the sheltering of dogs as required by state and local laws, in the amount not to exceed nine thousand and 00/100 (\$9,000.00) dollars commencing January 1, 2023 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Montgomery County Society for the Prevention of Cruelty to Animals and
the Town of Rotterdam
Dog Shelter Service Agreement
January 1, 2023 to December 31, 2024

THIS AGREEMENT is made pursuant to the provisions of Article 7 of the Agriculture and Markets Law for the State of New York, by and between the Town of Rotterdam, a municipal corporation in the State of New York hereinafter referred to as "Town" and the Montgomery County Society for the Prevention of Cruelty to Animals, Inc., herein after referred to as the "MCSPCA", a not-for-profit corporation, created and existing under and by virtue of the laws of the State of New York and having its office and principal place of business located at SPCA Road in the Town of Florida, County of Montgomery and the State of New York.

1. The MCSPCA will provide and maintain a shelter for all dogs, taken into custody by the Town's Animal Control Officer or Law Enforcement under any provision of Article 7 of the Agriculture and Market Laws or any Town Ordinance or Town Local Laws and properly care for such dogs until as provided in the above State Law they are redeemed, adopted, or subject to euthanasia.
2. Should euthanasia be necessary, the Town will be charged the amount of four hundred (400) dollars for euthanasia and cremation for each dog requiring the service. The MCSPCA will provide the transportation to the veterinarian.
3. The Town shall be responsible for the costs of necessary medical treatment by a veterinarian of any animal during the mandatory statutory holding period of five (5) days for licensed and unlicensed dogs. After the five days the MCSPCA will take custody of the animal.
4. The MCSPCA shelter shall at all times during the period of this agreement be under the care and charge of a competent employee and shall be open to the public at reasonable hours:
Monday and Tuesday: Closed
Wednesday through Sunday: 12:00 P.M. to 4:00 P.M.
Legal holidays, emergencies, cruelty and neglect investigations excluded.
5. The MCSPCA shelter shall be accessible to the Town's Animal Control Officer and Law Enforcement on a twenty-four (24) hour basis. During the hours when the shelter is not open to the public it shall be accessible only for the purpose of leaving animals at the shelter.
6. The MCSPCA shall make every effort to ensure that space is available for animals brought to the MCSPCA by the Town. Should the MCSPCA be unable to provide housing due to contagious disease or overpopulation, the MCSPCA shall not be responsible to reimburse the Town for expenses associated with finding alternate housing facilities.
7. The MCSPCA will follow the provisions of Article 7 of the Agriculture and Market Laws and any rules and regulations or Town Local Laws promulgated pursuant thereto in relation to the seizure, holding, care, redemption and disposition of seized dogs.
8. The MCSPCA will file and maintain a complete record of any seizure and subsequent disposition of any dog in the shelter's care in the manner prescribed by the Commissioner of Agriculture and Market, as well as any other record required by Article 7.
9. The MCSPCA will remit to the Fiscal Officer of the Town any fees collected by it in the performance of this contract to which the Town is entitled pursuant to Article 7 of the Agriculture and Market Laws or Town Local Laws.

10. The MCSPCA will provide and maintain a shelter for any dog deemed dangerous by the municipal judge or justice and taken into custody by the Town's Animal Control Officer or Law Enforcement under any provision of Article 7 of the Agriculture and Market Laws Section 123 or any Town Ordinance or Town Local Laws. The MCSPCA shall properly care for such dogs until the dog is removed from the MCSPCA's premises by the Town's Animal Control Officer or Law Enforcement. The Town shall be responsible for necessary medical care and transportation of dangerous dogs to a veterinarian for treatment during the holding period. The Town will be charged the amount of seventy-five (75) dollars per day for each dangerous dog held at the MCSPCA.
11. The MCSPCA will provide and maintain a shelter for any dog required to be quarantined for a 10-Day Bite Hold. The MCSPCA shall properly care for such dogs until the dog is removed from the MCSPCA's premises by the Town's Animal Control Officer or Law Enforcement. The Town will be charged the amount of fifty (50) dollars per day for each dog held on a 10-Day Bite Hold at the MCSPCA.
12. The Town in consideration of the performance by the MCSPCA of the terms of this agreement, hereby agrees to pay the MCSPCA the sum of Nine Thousand Dollars (9,000.00) per year as follows:
 - \$2,250.00 by March 1, 2023 and March 1, 2024
 - \$2,250.00 by June 1, 2023 and June 1, 2024
 - \$2,250.00 by September 1, 2023 and September 1, 2024
 - \$2,250.00 by December 1, 2023 and December 1, 2024
13. The terms of this agreement shall commence on January 1, 2023 and end on December 31, 2024 for a period of twenty-four (24) months.
14. Either party to this agreement may terminate this agreement in full by providing a written notice of such termination at least sixty (60) days prior to the termination date. Both parties to this agreement also agree that modifications may be made at any time by written agreement of both parties.

The undersigned parties to this agreement hereby acknowledge their approval of this agreement.

TOWN OF ROTTERDAM

BY: _____ DATE: _____
Mollie A. Collins, Town Supervisor

MONTGOMERY COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS,
INC.

BY:  DATE: September 30, 2022
Jan Zumbolo, President of the Board of Directors

RESOLUTION NO. 45.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH FCM ENGINEERING, PLLC**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with FCM Engineering, PLLC of 156 Spring Road, Scotia New York 12302, in accordance with the agreement and fee schedule attached to obtain professional consultant services in connection with providing on-call engineering services through December 31, 2023.

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

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

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: December 22, 2022

TO: Mollie A. Collins, Town Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Enter into contract with FCM Engineering, PLLC

TOWN BOARD MEETING: January 1, 2023

Background Information: Mr. Fred C. Mastroianni has been a Town Designated Engineer for many years. He has extensive knowledge in the engineering field and history with the Town of Rotterdam and the town's capital projects. On May 25, 2022 Fred C. Mastroianni came off the TDE list and became a professional consultant for the Town with providing on-call engineering services for the remainder of the year 2022.

Evaluation/Analysis: Mr. Mastroianni has been an excellent resource to the Town in helping projects move forward and to oversee the Town's capital projects.

Recommendation(s): Recommend to negotiate and execute a contract with FCM Engineering, PLLC for the year 2023.

Attachment/Document(s): FCM Engineering PLLC contract for 2023.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town/Consultant Agreement

Agreement made this _____ day of _____ by and between

Town of Rotterdam, NY

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

FCM Engineering, PLLC

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

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

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

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

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

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

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

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

does not create any rights in favor of, nor does it expand or enlarge any rights of, persons or entities who are not signatories to this agreement. There are no third-party beneficiaries to this agreement.

20. Compensation:

a. For projects that are to be completed and invoiced on an hourly basis, the Consultant proposed staff and hourly rates for year 2023 are as follows:

- Principal Engineer - \$120.00/hour
- Project Engineer - \$100.00/hour
- Senior Engineering Technician - \$85.00/hour

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

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

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

Town of Rotterdam	FCM Engineering, PLLC
By: _____	By: _____
Date: _____	Date: _____

SS:

_____ OF _____

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

Notary Public, _____, N.Y.

ATTACHMENT A

SCOPE OF SERVICES

A. Purpose:

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

B. General Characteristics:

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

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

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

RESOLUTION 46.23

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT WITH HODGSON/RUSS LLP, BOND COUNSEL ATTORNEYS**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Hodgson/Russ LLP, Bond Counsel Attorneys, located at 677 Broadway, Suite 301, Albany, New York to provide bond counsel services to the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

A. Joseph Scott, III
Partner
Phone: 518.465-2333
ascott@hodgsonruss.com



December 28, 2022

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12498
Attn: Hon. Mollie A. Collins, Town Supervisor

Re: Town of Rotterdam, New York
Bond Counsel Services – Calendar Year 2023

Dear Ms. Collins:

We are writing to detail for you what our fees would be as bond counsel to the Town of Rotterdam, New York (the “Town”) in connection with the issuance of various bonds and notes (the “Obligations”) and other public finance matters. The purpose of this letter is to outline briefly the services which we would provide as bond counsel, the general nature of the transaction, bond counsel fees, and other similar matters. The information in the paragraphs which follow is provided to that end.

Responsibilities of Bond Counsel

As a matter of custom and prudence, both issuers and the purchasers of tax-exempt bonds have come to require an opinion of recognized bond counsel in connection with the issuance of the securities. The opinion ordinarily provides, among other things, that (1) the obligations have been properly authorized and issued and are valid, and (2) the interest on the obligations is excludable from gross income for federal income tax purposes and exempt from New York personal income taxation.

In order to establish the factual basis for the legal conclusions expressed in our opinion, we would prepare a record of proceedings (or transcript) which contains all documents and other materials necessary in our view to ensure that the form and substance of the transaction conform with the requirements of the Federal Internal Revenue Code, the New York Local Finance Law, the New York Town Law, and other applicable New York State Law. Included in the record of proceedings would be various resolutions adopted by the Town Board of the Town authorizing the issuance of the Obligations. Also included in the record of proceedings would be certificates certifying to different facts establishing, for example, the tax-exempt status of the Obligations. We would be responsible for drafting these resolutions and certificates, as well as other documents which are customary and appropriate in these transactions. In addition, we would assume responsibility for other administrative matters, such as coordinating meetings, having bond forms prepared, making arrangements for the closing, and coordinating with the Town Attorney.

In addition, we will review the official statements prepared by the Town’s municipal advisor relating to the Obligations, for the limited purpose of ensuring conformity with the aforescribed record of proceedings. Except for such limited review of the official statements, we typically assume no responsibility for any disclosure which may be required under state or federal securities laws in connection

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with the issuance and sale of the Obligations (excepting only the description of the Obligations and the record of proceedings appearing in the offering documents relating to the Obligations) or for the accuracy, completeness or fairness of statements, representations, information or financial data supplied by the Town, or by its municipal advisor, or by any financial institution providing credit enhancement for the Obligations.

Fees

Our fee for services as bond counsel to the Town for the Obligations would be computed for each issue of Obligations as follows (these arrangements are in effect for all issues in 2023, and then until such time as we modify them with you in writing):

Proceedings:

Fees:

Bond resolution, effective immediately (single purpose)	\$1000
Bond resolution, effective immediately (multiple purposes)	\$1000 plus \$200 for each additional purpose
Single-purpose bond resolution, subject to permissive referendum (without subsequent vote)	\$1250
Single-purpose bond resolution, subject to referendum or special election (on Board motion)	\$1,500
Bond resolution, subject to referendum or special election as a result of voter petition	\$2,000
Refunding bond resolution	\$1,500 (plus \$500 for each underlying series of bonds to be refunded)
Lease/purchase financing resolution - effective immediately (single purpose)	\$900
Lease/purchase financing resolution - effective immediately (multiple purposes)	\$900 plus \$250 for each additional purpose
Single-purpose lease/purchase resolution, subject to permissive referendum (without subsequent vote)	\$1,100
Single-purpose lease/purchase resolution, subject to referendum or special election, on Board motion	\$1,900
Lease/purchase resolution, subject to referendum or special election as a result of voter petition	\$2,500

Borrowings:

<u>Issue Size</u>	<u>Fees</u>	<u>Notes</u>
Base Fees:	\$1,750 (new) or \$1,500 (renewal) (local closing/no official statement) \$2,000 (new) or \$1,750 (renewal) (DTC closing/no official statement) \$3,500 (new) or \$3,250 (renewal) (local closing/official statement) \$4,000 (new or EFC Note) or \$3,500 (renewal) (DTC closing/official statement)	
plus:		
First \$2,500,000		\$1.10 per thousand
Amount from \$2,500,000 to \$5,000,000		\$.70 per thousand
Amount from \$5,000,000 to \$15,000,000		\$.50 per thousand
Amount over \$15,000,000		\$.35 per thousand

In the case of a note issue involving both new money and renewal money components for the same project, we would charge separate base fees for each new money component and for each renewal money component. The first of these base fees would be based on the nature of the transaction (for example, whether there was an official statement, and whether the closing was conducted through DTC). Any additional base fees would be at the lowest level under our fee schedule that reflects the nature of the closing, without reference to the sale documentation. Additionally, to the extent that a different project is added to a financing (or in the case of multi-note/multi-purchaser issues), we would follow the same methodology, using our lowest level base fees that reflect the nature of the closing, without reference to the sale documentation. Under any scenario, the total of our additional base fees (beyond the first) will never exceed \$3,500 regardless of the number of projects being collectively financed. For purposes of this item, "notes" includes bond anticipation notes, bond anticipation renewal notes, revenue anticipation notes, tax anticipation notes, capital notes and budget notes.

Bonds

<u>Fees</u>	
Base fee:	\$5,000 (\$4,500 for a privately-sold bond issue that is solely for the redemption of bond anticipation notes), excluding Rural Development and EFC financings, for a single project financing. For each additional project being financed in a combined issue, there would be a base fee of \$900 (\$500 for a privately-sold bond issue that is solely for the redemption of bond anticipation notes). Under any scenario, the total of our additional base fees (beyond the first) will never exceed \$4,500 regardless of the number of projects being collectively financed. Rural Development and EFC matters will have a base fee of \$5,000.
plus:	
First \$5,000,000	\$1.15 per thousand
Amount from \$5,000,000 to \$10,000,000	\$.90 per thousand
Amount over \$10,000,000	\$.65 per thousand

Because the range of services we are expected to provide in the context of a bond sale are more easily subject to prediction than is the case with note sales, the fees listed above are “all inclusive” (except for the extraordinary services described later in this letter). We have sought to create a simple and predictable fee schedule for bond issues that is fair and understandable to all parties and that covers all the normal bond counsel services we anticipate performing. Unlike some other bond counsel firms, we have deliberately avoided setting artificially low “base” fees and then charging extra for a host of specific services that we consider to be part of the job (such as reviewing and commenting on the official statement as described above, drafting continuing disclosure documents, setting up and printing the bonds and preparing and filing required IRS documents).

We will submit bills to you on these occasions: (i) upon the Town’s adoption of a bond resolution and (ii) upon the later closing of each subsequent issue of obligations.

We understand that the Town may be considering financing various projects through participation in financing programs offered by the New York State Environmental Facilities Corporation (“EFC”) or the United States Department of Agriculture - Rural Development Agency (“Rural Development”). If the Town was to finance the project with EFC, our fees would be increased to reflect the additional work related to the EFC and Rural Development financing programs. Our additional fees would be determined based on our normal hourly rates and would be in addition to the fees described above for bonds and notes. We would agree to cap our additional legal fees for services as Bond Counsel to \$5,500, plus disbursements.

For advance refunding transactions, which involve more participants and are more complex in nature, our fee will be calculated off of a flat fee of \$20,000, plus an additional \$1,000 for each underlying series of bonds or notes being refunded. Current refundings will be evaluated on a case-by-case basis, but our fees for those refundings will not exceed our stated fees for advance refundings. Note that these refunding transaction fees include within them all of our out-of-pocket disbursements (in order to provide for the absolute fee certainty that is necessary in these complicated transactions). Our fees are payable on closing and will be factored into the underwriter’s cost of issuance calculations for payment out of the transaction proceeds—the Town would not typically pay them separately. These refunding transaction quotes assume the absence of any unusual complicating factors.

Our estimate of legal fees assumes that there will be no extraordinary questions of tax law or securities law. It also assumes that our firm will not be called upon to perform extraordinary services with regard to any real estate, environmental concerns, or other aspects of the financing falling outside the normal responsibilities of bond counsel. In the event the facts do not bear out the foregoing assumptions, we would expect to charge for our extraordinary services on an hourly basis. We would expect to bill for such services at our normal hourly rates. My current hourly rate is \$515/hour, the hourly rates of any other attorneys that would perform services for the Town would be provided to you prior to our performing any services for the Town. Our hourly rates are adjusted periodically. We would, in any event, discuss with you any extraordinary services to be performed by us prior to our performing them.

Our statement for services, in addition to our fee, will also include our disbursements. The largest of these would be charges for photocopies of various documents, word processing, travel, and long distance telephone calls. Also included would be various charges for courier services. We normally bill our

disbursements on a monthly basis. We would expect to bill the Town for any disbursements whether the Obligations are ever issued.

Financial Administration Fees

Our fees for financial administration services to the Town will be based on our normal hourly rates and are payable at the closing of the sale of the bonds or notes. Such fees are in addition to our fees as bond counsel, and include the preparation of arrangements regarding the sale of bonds and notes by the Town to local banks.

Term of Engagement

We understand that the term of our engagement will be for the period required to complete the financings that we have initiated our services as bond counsel. In the event that the Town determines to terminate our engagement or not extend the term of our engagement as bond counsel to the Town prior to the completion of any of such financings, we will bill the Town for our legal services to the date of termination based on our normal hourly rates.

Client Information

In performing our services as bond counsel to the Town, our client is the Town, and we represent its interests in connection with the issuance of the Obligations. While the Town Board of the Town (the "Town Board") is the finance board of the Town under the New York Local Finance Law, the Town Board will usually delegate to the Town Supervisor the responsibility to provide for the issuance of the Obligations and the undertaking of the capital projects to be funded thereby. Further, since the members of the Town Board are elected officials and not full-time employees of the Town, we anticipate that the majority of our conversations and discussions will be with the Comptroller, the Town Supervisor and other officers having responsibility for the issuance of the Obligations. By acceptance of this letter, the Town Board agrees that communications with the Comptroller, the Town Supervisor and such other officers will fulfill our professional duty as bond counsel to communicate with the Town Board and/or the Town.

We understand that the Town has its own counsel and will rely on such counsel to address matters falling outside the scope of traditional bond counsel services. Examples of matters falling outside the scope of traditional bond counsel services include issues involving architectural, engineering and construction contracts, litigation, public bidding and the general municipal laws relating to the projects to be financed with the proceeds of the Obligations. We assume that any other parties involved in the issuance of the Obligations will retain such counsel as they deem necessary and appropriate to represent their respective interests. Our representation of the Town will not alter our responsibility to render an objective opinion as bond counsel.

Conflicts of Interest

The Lawyer's Code of Professional Responsibility prohibits representation of multiple clients if the exercise of independent professional judgment on behalf of a client will be or is likely to be adversely affected by such multiple representations. As described above, in connection with the issuance of the Obligations by the Town, the Town will be our client. We will not represent any other party involved in the issuance of the Obligations or any substantially related matter.

As a matter of course, our firm regularly represents banks, investment bankers and other corporate clients in public finance and other matters. Any one or more of these clients might become involved in the issuance of the Obligations. Examples of banks, investment bankers and other corporate clients which we regularly represent include Manufacturers and Traders Trust Company and Jefferies LLC.

Our representation of these clients has occurred in the past, is presently ongoing and we hope will continue in the future. Our conflicts partner has indicated to us that, if we represent a regular client (such as Jefferies LLC) in matters not related to the issuance of the Obligations, a "potential" conflict of interest may arise if such client subsequently becomes a party to this transaction (by, for example, being the lowest bidder for the Obligations), **even if we are not representing** such client in this transaction. Acceptance of this proposal will constitute a waiver by the Town of all such "potential" conflicts of interest, but will not constitute a waiver of an "actual" conflict of interest. An "actual" conflict of interest would exist in a situation where this firm represents the Town and another client in the same matter, such as representing a potential purchaser of the Obligations in preparing its bid for the sale of the Obligations by the Town. However, as noted above, we will not represent any bank, investment banker or other client in any matter related to the issuance of the Obligations by the Town or any substantially related matter.

As we have discussed, you are aware that we represent many other clients in numerous and diverse matters. It is possible that, during the time that we are representing the Town as bond counsel, some of our past, present or future clients may have transactions with the Town. The Town agrees that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work as bond counsel for the Town (even if the interests of such clients in those other matters is directly adverse to the interests of the Town; however, we agree that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of the Town, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

Acceptance of this proposal further constitutes authorization by the Town to permit the Town Supervisor to execute any writing required by our conflicts partner to resolve any such "potential" conflicts of interest that may arise in the future.

Arbitration

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Privacy Policy

During the course of this engagement, the firm may collect certain personal information relating to the services contemplated by this letter. When we do so, we require that clients provide the minimum amount of personal information necessary for us to perform our legal services. The collection of any such personal information will be governed by, and such personal information will be processed in accordance with, the firm's Privacy Policy, as well as any applicable privacy laws and codes of professional conduct. You can obtain a copy of the firm's Privacy Policy on our website at www.hodgsonruss.com or by requesting one from us.

Conclusion

We hope that the information set out above will be helpful to you. Please feel free to call on me if you have any questions regarding the content of this letter, or otherwise.

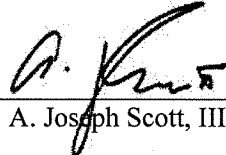
If the provisions contained in this letter are acceptable to you, we would appreciate confirmation by having the enclosed copy of this letter signed by an official of the Town.

We appreciate the opportunity to work with the Town. Best regards.

Very truly yours,

HODGSON RUSS LLP

By: _____


A. Joseph Scott, III

Confirmed and Accepted this
____ day of _____, 2023.

TOWN OF ROTTERDAM, NEW YORK

BY: _____
Its _____

Firm Policy With Respect to Disbursements



In connection with this matter, we will incur expenses, such as photocopying, shipping of documents, travel, long distance telephone charges, filing fees and other expenditures which may be appropriate in handling your work. Such expenses are not included as part of our fee for professional legal services, and periodic statements showing the amount of such disbursements will be rendered to you at your request.

Set forth below are summary descriptions of the categories of disbursements commonly incurred on behalf of the Town. This list is by no means exhaustive, and other charges not described below will be invoiced to the Town in an appropriate manner. Furthermore, the charges for certain of the items described below are imposed by third parties and may be increased without notice to us or to our clients:

1. **BINDING:** The entire cost of binding transcripts for circulation to various financing participants is invoiced to the Town. The total cost is a function on the number and size of the transcripts to be bound and the charges for photocopies (see below).

2. **COMPUTER TIME SHARING:** The actual cost of computer time sharing for access to legal and other data bases will be passed through to the Town. These charges are generally incurred in the course of performing legal research.

3. **FILING AND RECORDING FEES AND CERTIFICATE CHARGES:** The cost of various filings and recordings with federal, state and local agencies is borne by the Town. Charges for obtaining certified copies of documents from federal, state and local agencies are also invoiced to the Town. Occasionally, due to the nature and timing of the transaction involved, filings or requests for certified copies will be handled through service companies which may charge a premium rate.

4. **PUBLICATION:** Certain transactions require the publication of legal notices. The charges for such publication are established by the respective newspaper or periodical, and it is our policy to forward invoices to the Town for direct payment to the vendor.

5. **STAFF OVERTIME:** When secretarial or other support staff is required to work overtime with respect to the Transaction, the cost is invoiced to the Town at the rate of \$32.00 per hour. In addition, all employees who work 10.5 consecutive hours or more are entitled to receive either lunch or dinner. These meal costs will be charged to the Town.

6. **PHOTOCOPIES:** Photocopies are charged at a rate of 10 cents per page. For large quantities of photocopying which do not require immediate turnaround, we will use a local photocopying service if it can provide copies at a lower rate.

7. **SHIPPING AND LOCAL DELIVERY:** The cost of shipment by Federal Express, United Parcel Service, Express Mail, U.S. Mail or other delivery service at the retail price charged for such service is invoiced directly to the Town. The actual amount of the charges will depend upon the number, weight, and carrier of packages and letters sent. The Town will also be charged for local delivery by outside couriers at their normal rates, and for our in house courier (\$7.50 per delivery or package).

8. **TELEPHONE:** The Firm's telephone system allows for the attribution of long distance charges to the appropriate client and file. These charges include long distance charges for telecopies, as well as conference calls arranged through Soundpath Conferencing Services. Most of our long distance calls are placed through RCI Long Distance Service at rates approximately the same as AT&T rates.

9. TELECOPY: Telecopies are charged at \$.50 per page. The charge is designed to amortize the cost of acquiring and maintaining our telecopiers, as well as to cover the cost of administrative expenses associated with telecopy charges, the cost of collection and the time value of money.

10. TRAVEL: The actual cost of travel, including charges for mileage for firm-owned or attorney-owned automobiles at 62.5 cents per mile, parking, plane or train fares, taxi, hotel, meals, etc., will be invoiced to the Town.

We will send you bills periodically. Our normal billing cycle is monthly, but in certain cases, such as a real estate transaction where we expect the closing to occur soon, we may not bill you until the project is complete. Nevertheless, we reserve the right to send periodic bills if things take longer than we expect.

We expect our bills to be paid within 15 days after they are rendered and we regard them as past due 30 days after they are rendered. We might bill for disbursements, which involve out of pocket expenses that tie up our funds, more frequently than for fees. For large disbursements, we avoid our accounting process altogether – we will send you a copy of the bill, asking that you pay it directly and send us a copy of the check so we can keep track of the account.

RESOLUTION 47.23
ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the December 28, 2022 Town Board meeting as attached.

SECTION 2. This resolution shall become effective January 1, 2023

DATED: January 1, 2023

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: December 30, 2022

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the December 28, 2022, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 1, 2023

TO BE PLACED ON TOWN BOARD MEETING OF: January 1, 2023

Background Information: Attached. To adopt the meeting minutes from the December 28, 2022, Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of January 1, 2023.

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

December 30, 2022

Certified Resolutions: #354.22-#361.22 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, December 28, 2022 at 7:00 p.m. The Town Board Agenda review started at approximately 6:34 p.m. The agenda review was adjourned at approximately 6:45 p.m. All agreed to adjourn the agenda review meeting. The Town Board meeting began at approximately 7:00 p.m. the Town Board Meeting was adjourned at approximately 7:31 p.m. by Councilmember Christou and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Meeting.

Councilmember Miller-Herrera 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 (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**

December 28, 2022

7:00 PM

AGENDA REVIEW 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

- For 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.

PUBLIC HEARING CLOSED

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

354.22 To Accept Town Board Meeting Minutes.

355.22 To Authorize an Agreement with Ausfeld and Waldruff Land Surveyors LLP for the design of a crosswalk at the Curry Road and Fayette Drive intersection.

356.22 To authorize an agreement with Ausfeld and Waldruff Land Surveyors LLP for the design of a new parking lot at the Rotterdam Senior Center.

357.22 To amend Resolution 349.22 of the year 2022.

358.22 To authorize contracts for 2023 insurance coverage.

359.22 To recognize the introduction of Introductory Local Law No. 11 of 2022 and scheduling a public hearing thereon.

360.22 To adopt a negative declaration under SEQRA for the proposed enactment of Introductory Local Law No. 9 of 2022.

361.22 To enact 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.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 354.22

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, December 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO ACCEPT TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **CHRISTOU**,
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 December 14, 2022 Town Board meeting as attached.

SECTION 2. This resolution shall become effective December 28, 2022.

DATED: December 28, 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 on December 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 December 30, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 355.22

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, December 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH AUSFELD AND WALDRUFF LAND SURVEYORS LLP FOR THE DESIGN OF A CROSSWALK AT THE CURRY ROAD AND FAYETTE DRIVE INTERSECTION

THEREFORE, UPON MOTION OF Councilmember DODSON,
seconded by Councilmember **CHRISTOU,**
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 Ausfeld and Waldruff Land Surveyors LLP located at 323 Clinton Street, Schenectady, New York 12305, for the purposes of providing a field survey and base mapping for the design of a crosswalk at the Curry Road and Fayette Drive intersection. in the amount not to exceed one thousand nine hundred and 00/100 (\$1,900.00)

SECTION 2. This resolution shall become effective December 28, 2022.

DATED: December 28, 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 on December 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 December 30, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 356.22

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, December 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

**TO AUTHORIZE AN AGREEMENT WITH AUSFELD AND WALDRUFF LAND
SURVEYORS LLP FOR THE DESIGN OF A NEW PARKING LOT AT THE
ROTTERDAM SENIOR CENTER**

THEREFORE, UPON MOTION OF Councilmember **CHRISTOU**,
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 negotiate and execute an agreement with Ausfeld and Waldruff Land Surveyors LLP located at 323 Clinton Street, Schenectady, New York 12305, for the purposes of providing a field survey and base mapping for the design of new parking lot at the Rotterdam Senior Center in the amount not to exceed three thousand four hundred and 00/100 (\$3,400.00).

SECTION 2. This resolution shall become effective December 28, 2022.

DATED: December 28, 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 on December 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 December 30, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 357.22

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, December 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO AMEND RESOLUTION 349.22 OF THE YEAR 2022

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 349.22 is hereby amended to read in its entirety as follows: The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute healthcare insurance contracts for the year 2023 with Capital District Physician Health Plan, Inc. (CDPHP), MVP Health Services Corp. (MVP); and for the years 2023 and 2024 with Delta Dental for employee healthcare coverage.

SECTION 2. This resolution shall become effective December 28, 2022.

DATED: December 28, 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 on December 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 December 30, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 358.22

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, December 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE CONTRACTS FOR 2023 INSURANCE COVERAGE

THEREFORE, UPON MOTION OF Councilmember **CHRISTOU**, 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 negotiate and execute agreements for insurance coverage for the year 2023 consistent with the proposal dated 12/22/2022 from USI Ins. Services LLC, and The Travelers Companies, Inc. and its affiliates.

SECTION 2. This resolution shall become effective December 28, 2022.

DATED: December 28, 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 on December 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 December 30, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 359.22

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, December 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 11
OF 2022 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 recognizes the introduction of Introductory Local Law No. 11 of 2022 to amend Chapter 60, Residency Requirements, of the Town Code of the Town of Rotterdam.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 11th day of January, 2023 for the following purpose:

For the enactment of Introductory Local Law No. 11 of 2022 relating to amending Chapter 60, Residency Requirements, of the Town Code of the Town of Rotterdam.

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

DATED: December 28, 2022

Daily Gazette: Please publish once on December 30, 2022

Town Clerk

Post

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

DATED: December 28, 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 on December 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 December 30, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 360.22

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, December 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO ADOPT A NEGATIVE DECLARATION UNDER SEQRA FOR THE PROPOSED ENACTMENT OF INTRODUCTORY LOCAL LAW NO. 9 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 accepts and adopts Part 2 of the Full Environmental Assessment Form in connection with the proposed enactment of Introductory Local Law No. 9 of 2022 as prepared by the Attorney for the Town.

SECTION 2. The Town Board has given due consideration to the potential environmental impacts associated with the proposed enactment of Introductory Local Law No. 9 of 2022, and hereby concludes that the proposed enactment of Introductory Local Law No. 9 of 2022 will not have any significant adverse impacts on the environment.

SECTION 3. The Town Board hereby accepts, adopts, and authorizes the Supervisor to execute Part 3 of the Full Environmental Assessment Form as prepared by the Attorney for the Town and adopts a Negative Declaration under the State Environmental Quality Review Act in connection with the proposed enactment of Introductory Local Law No. 9 of 2022.

SECTION 4. The Town Board hereby authorizes and directs the Senior Planner to circulate, file and publish any notices, documents, forms, and other materials, and to take such other and further action as may be reasonably necessary, to comply with the State Environmental Quality Review Act and regulations promulgated thereunder.

SECTION 5. This resolution shall become effective December 28, 2022.

DATED: December 28, 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 on December 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 December 30, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 361.22

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, December 28, 2022, at 7:00 p.m., the following resolution was duly adopted:

**TO ENACT 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**

WHEREAS, on October 26, 2022, the Town Board of the Town of Rotterdam adopted Resolution No. 301.22 to recognize the introduction 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); to determine that the proposed enactment thereof 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; and to commence the referral, public hearing, and enactment process in connection with such proposed local law; and

WHEREAS, on November 1, 2022, the Planning Commission of the Town of Rotterdam issued a positive report and recommendation on the proposed local law, and on November 9, 2022, the Schenectady County Department of Economic Development and Planning issued a recommendation on the proposed local law in which it deferred to local consideration; and

WHEREAS, on December 14, 2022 and December 28, 2022, the Town Board of the Town of Rotterdam held a duly noticed public hearing on the proposed local law; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby enacts 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.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney for the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. The Senior Planner is hereby directed, following consultation with the Attorney for the Town, to file a report of final action with the Schenectady County Department of Economic Development and Planning in connection with the enactment of said Local Law.

SECTION 4. This resolution shall become effective December 28, 2022.

DATED: December 28, 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 on December 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 December 30, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk