

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

MEETING OF THE
ROTTERDAM TOWN BOARD
March 9, 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

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

MOTIONS

RESOLUTIONS

100.22 Calling for public hearing to amend chapter 266 of the code of The Town of Rotterdam

101.22 Authorize an agreement with C.T. Male Associates

102.22 Authorize stipulation of settlement with Wood Stone Holdings IV Rotterdam, LLC

103.22 Authorize stipulation of settlement with RRA Apartments, LLC

104.22 Authorize stipulation of settlement with Metro Ten Hotel, LLC

105.22 Approve budget transfers to the 2022 budget

106.22 Amend and restate section one of the resolution 21.22 of the year 2022

107.22 Establish the position of senior building inspector

108.22 Authorize the Town Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the civil service employees' association recognizing the new job title of senior building inspector

109.22 Authorize an agreement with Cornell University Cooperative Extension Saratoga County

110.22 Authorize the supervisor to negotiate and execute a first amendment to developer's agreement dated November 14, 2020

111.22 Accept revenue for town clerk office for February of 2022

112.22 Accept town board meeting minutes of February 23, 2022

COMMITTEE REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 100.22

**A RESOLUTION CALLING FOR PUBLIC HEARING TO AMEND CHAPTER 266 OF
THE CODE OF THE TOWN OF ROTTERDAM**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00p.m. on the 23rd day of March 2022 for the following purpose:

To amend section 266.52, entitled "Schedule XII: No Parking at Any Time" of the Code of the Town of Rotterdam, as attached.

DATED: March 9, 2022

Daily Gazette: Please publish once on March 12, 2022

Town Clerk Post

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: March 2, 2022

TO: Legislative Review Board

FROM: Deputy Chief, William Male

TITLE OF REQUEST: Recommend adopting a local law adding "No Parking" signs on the east and west side of Thew Street between Barton Avenue and the dead end of Thew Street.

TOWN BOARD MEETING: March 9, 2022

March 9, 2022: Call for Public Hearing

March 23, 2022: Hold Public Hearing

March 23, 2022: Adopt the local law

Background Information: Received a complaint for vehicles continually parked in the roadway at the above-mentioned location creating an unsafe condition.

Evaluation/Analysis: A visual traffic survey was completed on January 19, 2022.

Recommendation(s): Recommend adopting a local law adding "No Parking" signs on the east and west side of Thew Street between Barton Avenue and the dead end of Thew Street.

Attachment/Document(s): Traffic Survey is attached.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Amend 266-20 and 266-52 of the town code.

LEGISLATION WILL BE PREPARED BY: RPD



**ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
TRAFFIC SURVEY**



January 19, 2022

TO: Chief Brown, Deputy Chief Male, Lieutenant Collins, Lieutenant Girard
FROM Sergeant Varrone
:RE: Traffic Plan for parking on the dead end of Thew Street

COMPLAINT

The Rotterdam Police Department received a traffic related complaint from a resident of the Town of Rotterdam, regarding concerns he has for vehicles being parked on Thew Street between Barton Avenue and the dead end of Thew St.

The resident states that his driveway is on Thew Street between the above-mentioned locations. He states that the neighbors across the street on Thew St have friends, family and delivery vehicles that occasionally park on Thew Street directly behind his driveway. As a result of the vehicles and trailers being parked in this area, residents of the home are unable to safely enter/exit their driveway.

Additionally, at times when there are vehicles parked on the north and south side of the roadway it makes vehicular traffic unpassable. The resident also claims the roadway has also been narrowed over time in the area closest to his residence and directly in front of his neighbors. The resident also advises when vehicles are parked the dead end it makes snow removal for the Town Highway Department more difficult.

SURVEY

A visual traffic survey of the roadway was completed on 01/19/2022.

CONCLUSION

In conclusion, I recommend that a no parking zone be instituted in the above-mentioned area on Thew Street. This is due to the narrowness of the roadway not allowing passage of vehicular traffic when both sides of the roadway are being utilized by parked vehicles. Also, the locations of traffic control devices, fire hydrants, and the driveways needed to be accessed by residents there, hinder a respectable parking area to be allowed. Therefore, one side only parking is not a reasonable option to be recommended at this location.



**ROTTERDAM POLICE DEPARTMENT
UNIFORM DIVISION
TRAFFIC SURVEY**



Respectfully Submitted,

Sgt. Anthony Varrone

Sgt. Anthony Varrone

Traffic Sergeant, Rotterdam Police Department



1 St

Neil St

Neil St

Neil St

Thew St

Thew St

Hegeman St

Hegeman St

Hegeman St

Gray St

Gullott Dr

Gray St

Gray St

Barton Ave

Thew St

Barton Ave

Cleveland Ave

Barton Ave

Gullott Dr

Gullott Dr

Google

Gullott Dr

Map data ©2022 50 ft

RESOLUTION NO. 101.22

**A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH C.T. MALE
ASSOCIATES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to enter into an agreement with C.T. Male Associates, 50 Century Hill Drive, Latham, New York 12110 for landfill monitoring services at the Town of Rotterdam MSW Landfill, as set forth by NYSDEC, for the year 2022, in an amount not to exceed fifteen thousand ten and 00/100 dollars (\$15,010.00).

SECTION 2. This resolution shall become effective March 9, 2022.

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: February 25, 2022

TO: Mollie Collins – Town Supervisor

FROM: Michael Maher – Public Works Advisor *mm*

TITLE OF REQUEST: Authorize the Supervisor to sign contract agreement with C.T. Male for Landfill Monitoring Services.

TOWN BOARD MEETING: March 9, 2022

Background Information: C.T. Male has been performing the above referenced services since 2003.

Evaluation/Analysis: In 2009 NYSDEC approved C.T. Males request to reduce sampling frequency and list of parameters at the MSW Landfill from quarterly to annually and approved elimination of water sampling location SW-4.

C.T. Male is very familiar with the Town's Landfill. They have extensive knowledge with similar projects and the 6NYCRR Part 360 regulations.

Due to the increase in chemical analytical laboratory testing costs the agreement for 2022 is at \$15,010.00 which is \$135.60 over last year's quote of \$14,875.00. Please also be advised the bill for 2021 was \$13,075.00.

Recommendation(s): Town Board Resolution needs to be prepared to authorize Supervisor to sign contract agreement from C.T. Male for Landfill Monitoring 2022 at \$15,010.00 for the year.

Attachment/Document(s): Contract agreement C.T. Male Associates for 2022.

Compliance with Purchasing Policy: Yes.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

CONTRACT AGREEMENT

Project No. 03.3131

Agreement made this 23rd day of February 2022, by and between **C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C.**, a Design Professional Corporation registered in New York State and authorized to do business in the State of New York (hereinafter called C.T. MALE ASSOCIATES); and **TOWN OF ROTTERDAM** (hereinafter called CLIENT).

A. CLIENT and C.T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows:

Scope of Work involves the field sampling, laboratory testing, and reporting for the Town's closed landfill's, consistent with the prior year's scope of work as further explained in C.T. Male's proposal dated February 19, 2014, summarized as follows:

• Mobilization (includes mileage): \$250/event x 1 event/year =	\$ 250.00
• Sample 3.0 Acre C&D Debris Landfill Locations Annually and Analysis for Routine Parameters: 2 samples/event x \$260/sample x 1 event/year =	\$ 520.00
• Sample 3.4 Acre C&D Debris Landfill Locations Annually, Analysis for Baseline Parameters and Data Validation: 7 samples/event x \$530/sample x 1 event/year =	\$ 3,710.00
• Sample MSW Surface Water Locations Annually and Analysis for Routine Parameters: 3 samples/event x \$260/sample x 1 event/year =	\$ 780.00
• Sample MSW Groundwater and Leachate Locations Annually, Analysis For Baseline Parameters and Data Validation: 15 samples/event x \$530/sample x 1 event/year =	\$ 7,950.00
• Report Preparation for Annual Sampling Event: (includes any clerical, postage and material/print charges): \$1,800/event x 1 event/year =	<u>\$ 1,800.00</u>
Total Annual Cost	\$15,010.00

In 2021 the annual sampling event was conducted during the fourth quarter. Therefore, in 2022 the annual sampling event is to be conducted during the first quarter.

Services Excluded From This Scope.

- Additional work that may be required by the NYS Department of Environmental Conservation (DEC) or the Town, not included in the defined Scope of Work.

B. CLIENT agrees to pay C.T. MALE ASSOCIATES as compensation for services as follows:

1. **\$15,010.00.**
2. Additional fees and other charges will be invoiced monthly, if necessary and as approved by client. The amount of invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.25%

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

compounded monthly (annual rate of 15%) or the highest rate allowable under applicable State law, whichever is higher.

3. All rates in this Agreement are valid through December 31, 2022.

C. CLIENT shall furnish the following as their authorization to proceed:

1. Signed Agreement.

D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

F. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

AGREED TO:

TOWN OF ROTTERDAM

John F. Kirvin Government Center

1100 Sunrise Boulevard

Rotterdam, NY 12306

Phone: 518.355.7575 Ext. 393

Fax: 518.355.2725

Email: lgallo@rotterdam.org

AGREED TO:

C.T. MALE ASSOCIATES ENGINEERING, SURVEYING,
ARCHITECTURE, LANDSCAPE ARCHITECTURE &
GEOLOGY, D.P.C.

50 Century Hill Drive

Latham, NY 12110

Phone: 518.786.7400

Fax: 518.786.7299

Email: j.marx@ctmale.com

By: _____
Print Authorized Name Date

Sign Authorized Name

Title: _____

By: _____
Jeffrey A. Marx, P.E. Date

Title: Managing Environmental Engineer

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE ASSOCIATES.
2. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.
3. **LIMITATIONS OF PROBABLE COST ESTIMATES:** Any estimate of the probable cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.
4. **APPROVAL OF WORK:** The work performed by C.T. MALE ASSOCIATES shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.
5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of C.T. MALE ASSOCIATES under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE ASSOCIATES' work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE ASSOCIATES' work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE ASSOCIATES' reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE ASSOCIATES as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, C.T. MALE ASSOCIATES shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE ASSOCIATES within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE ASSOCIATES, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of C.T. MALE ASSOCIATES in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.
8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.
9. **REPLACEMENT OF SURVEY STAKES:** C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.
10. **AERIAL MAPPING:** Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE ASSOCIATES cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.
11. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE ASSOCIATES' field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE ASSOCIATES' field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE ASSOCIATES will not be responsible for job or site safety on the project.
12. **RESTRICTIONS ON USE OF REPORTS:** It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.
13. **RISK ALLOCATION:** The CLIENT agrees that C.T. MALE ASSOCIATES' liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$50,000, or C.T. MALE ASSOCIATES' total fee for services rendered on the project.
14. **CLIENT RESPONSIBILITIES:** Client shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:
Reasonable ingress to and egress from the Site by C.T. MALE ASSOCIATES and/or its subcontractors and their respective personnel and equipment.
Clean, secure, and unobstructed space and areas at the Site for C.T. MALE ASSOCIATES' equipment and vehicles or those of C.T. MALE ASSOCIATES' subcontractors.
Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE ASSOCIATES in performing Services and/or to successfully carry out the project.
Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE ASSOCIATES, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contact the local public utility locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE ASSOCIATES or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE ASSOCIATES, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE ASSOCIATES' negligence or willful misconduct.
15. **CONTROLLING LAWS:** This Agreement is to be governed by the laws of the State of New York.
16. **INSURANCE:** C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this Agreement, at C.T. MALE ASSOCIATES' own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.
17. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor C.T. MALE ASSOCIATES shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
18. **MEDIATION:** CLIENT and C.T. MALE ASSOCIATES agree to make every effort to resolve all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure.
19. **EQUAL EMPLOYMENT OPPORTUNITY:** C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.
20. **NOTICES:** All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.

AUDITING BOARD

C.T. MALE ASSOCIATES

BREAKDOWN OF COSTS FOR PAYMENT DATED 02/23/2022
SAMPLING OF LANDFILL MONITORING WELLS FOR 2021
C.T. Male Project No. 03.3131

1. Mobilization: 1 Event @ \$250/event =	\$ 250.00
2. Sample 3.0 Acre C&D Debris Landfill Locations and Analysis for Routine Parameters: 2 Samples @ \$255/sample X 1 per year =	\$ 510.00
3. Sample 3.4 Acre C&D Debris Landfill Locations, Analysis for Baseline Parameters and Data Validation: 7 Samples/Event @ \$525/sample X 1 Event per year =	\$ 3,675.00
4. Sample MSW Surface Water Locations and Analysis for Routine Parameters 3 Samples @ \$255/sample =	\$ 765.00
5. Sample MSW Groundwater and Leachate Locations, Analysis for Baseline Parameters and Data Validation: 15 Samples @ \$525/sample =	\$ 7,875.00
6. Report Preparation for Annual Sampling Event: \$1,800/event X 1 event/year =	\$ 0.00
Total Due This Invoice	\$13,075.00

RESOLUTION NO. 102.22

TO AUTHORIZE STIPULATION OF SETTLEMENT WITH: Wood Stone Holdings IV Rotterdam, LLC

WHEREAS, the Town of Rotterdam has litigated this Article 7, Real Property Tax Certiorari proceeding with Wood Stone Holdings VI Rotterdam, LLC, regarding real property taxes upon premises located at 1400-1428 Altamont Ave, respectively known as Tax Map Nos. 59.6-6-3.111/1 and 59.6-6-3.111/3 for the 2020 and 2021 tax rolls; and

WHEREAS, the Town's Attorney, Town Attorney, the Attorney for the Petitioner and Assessor have conferenced this matter and agreed to a reduction of assessed values for the above referenced years, from eleven million six hundred fifty-five thousand and 00/100 dollars (\$11,655,000) to ten million seven hundred eighty thousand and 00/100 dollars (\$10,780,000) for Tax Map No. 59.6-6-3.111/1; and two hundred seventy thousand and 00/100 dollars (\$270,000) to two hundred forty-five thousand and 00/100 dollars (\$245,000) for Tax Map No. 59.6-6-3.111/3 for the 2020 tax year and eleven million six hundred fifty-five thousand and 00/100 dollars (\$11,655,000) to ten million four hundred fifty thousand and 00/100 dollars (\$10,450,000) for Tax Map No. 59.6-6-3.111/1; and two hundred seventy thousand and 00/100 dollars (\$270,000) to two hundred thirty-seven thousand five hundred and 00/100 dollars (\$237,500) for Tax Map No. 59.6-6-3.111/3 for the 2021 tax year

WHEREAS, it is deemed in the Town's best interest to settle the case for the above stated amount;

THEREFORE, UPON MOTION OF Councilmember _____ seconded by

Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Beebe Law Firm, LLC to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter of Wood Stone Holdings VI Rotterdam, LLC v. Town of Rotterdam, et al., Index Numbers 2020-0936 & 2021-1547, Article 7 Real Property Tax Certiorari proceedings for the tax years 2020 and 2021.

SECTION 2. This resolution shall become effective March 9, 2022.

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: February 28, 2022

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: Wood Stone Holdings IV Rotterdam, LLC; Article 7

TO BE PLACED ON TOWN BOARD MEETING OF: March 9, 2022

Background Information: Applicant had filed Article 7 tax certiorari for the property located at 1400-1428 Altamont Avenue, respectively known as Tax Map Nos. 59.6-6-3.111/1 and 59.6-6-3.111./3 for the 2020 and 2021 tax rolls.

Evaluation/Analysis: Based on discussions between counsels and the Assessor's office a reduction is agreed upon.

Recommendation(s): Approval.

Attachment/Document(s): Order of Stipulation.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): RPL 727 shall be enforced.

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

STATE OF NEW YORK
SUPREME COURT COUNTY OF SCHENECTADY

In the Matter of the Application of
WOOD STONE HOLDINGS IV ROTTERDAM, LLC,

**CONSENT ORDER
AND JUDGMENT**

Petitioner,

-against-

Index Nos. 2020-0936 & 2021-1547

ASSESSOR OF THE TOWN OF ROTTERDAM,
THE BOARD OF ASSESSMENT REVIEW OF THE
TOWN OF ROTTERDAM AND THE TOWN OF
ROTTERDAM, NEW YORK,

Respondents,

-and-

MOHONASEN CENTRAL SCHOOL DISTRICT
and SCHENECTADY CITY SCHOOL DISTRICT,

Intervenor-Respondents.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings shall be settled and compromised in the following manner:

1. The above entitled proceedings are consolidated for one disposition in the interests of judicial economy.
2. The 2020 and 2021 final assessments on the petitioner's subject properties were fixed by the Assessor of the Town of Rotterdam as follows:

<u>Year</u>	<u>Tax Map No.</u>	<u>Property Assessed Value/FMV/Equalization Rate</u>
2020	59.6-6-3.111/1	\$11,655,000/\$11,892,857/98%
	59.6-6-3.111/3	\$270,000/\$275,510/98%
2021	59.6-6-3.111/1	\$11,655,000/\$12,268,421/95%
	59.6-6-3.111/3	\$270,000/\$284,211/95%

3. The 2020 and 2021 final assessments on the petitioner's real properties shall be corrected, reduced and revised in the following manner:

<u>Year</u>	<u>Tax Map No.</u>	<u>Original Assessment</u>	<u>Revised Assessment</u>	<u>Revised FMV</u>	<u>Reduction</u>
2020	59.6-6-3.111/1	\$11,655,000	\$10,780,000	\$11,000,000	(\$875,000)
	59.6-6-3.111/3	\$270,000	\$245,000	\$250,000	(\$25,000)
2021	59.6-6-3.111/1	\$11,655,000	\$10,450,000	\$11,000,000	(\$1,205,000)
	59.6-6-3.111/3	\$270,000	\$237,500	\$250,000	(\$32,500)

4. The Assessor of the Town of Rotterdam shall forthwith correct and revise the entries with respect to the final assessment rolls of the Town in a manner consistent with the provisions of the preceding paragraphs.

5. The Town of Rotterdam, the Schenectady City School District, the Mohonasen Central School District, the County of Schenectady, and any special district for which taxes are levied based on the assessments made subject to this agreement, shall forthwith audit, pay and refund to principal amounts of excess taxes paid by the petitioner, all refund drafts being payable to "E. STEWART JONES HACKER MURPHY LLP, AS ATTORNEYS FOR PETITIONER" and said refunds should be tendered to E. Stewart Jones Hacker Murphy LLP, 28 Second Street, Troy, New York 12180. Said refunds shall be for repayment of excess principal taxes paid and shall be made in accordance with local refunding procedures established and provided for such cases. Petitioner waives statutory interest from all refunds paid by the Town, County and School Districts if paid within sixty (60) days of service of this Consent Order and Judgment with Notice of Entry thereon.

6. If applicable, corrected or amended property tax bills shall be furnished to petitioner by the Town of Rotterdam, the County of Schenectady, the Mohonasen Central School District and the Schenectady City School District, for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

7. The judicial proceedings as to the assessed values of the subject properties in dispute for 2020 and 2021 are being simultaneously compromised, settled and discontinued by petitioner in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceedings entitled above.

8. Real Property Tax Law §727 shall apply.

9. This Consent Order will be submitted to the New York State Supreme Court for signature and entry and these proceedings shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any relief it shall deem appropriate for the construction or enforcement of this agreement.

DATED: _____, 2022

Cathy L. Drobny, Esq.
E. Stewart Jones Hacker Murphy LLP
Attorneys for Petitioner
28 Second Street
Troy, New York 12180

DATED: _____, 2022

Scott M. Ronda, Esq.
The Beebe Law Firm
Attorneys for Respondents
514 Vischer Ferry Road
Clifton Park, New York 12065

DATED: _____, 2022

William F. Ryan, Jr., Esq.
Tabner, Ryan & Keniry, LLP
Attorneys for Intervenor-Respondent,
Mohonasen Central School District
18 Corporate Woods Boulevard
Albany, New York 12211

DATED: _____, 2022

Christopher H. Feldman, Esq.
Harris Beach PLLC
Attorneys for Intervenor-Respondent,
Schenectady City School District
445 Hamilton Avenue, Suite 1206
White Plains, New York 10601

PRESENT: HON. MICHAEL R. CUEVAS
BE IT SO ORDERED AND ADJUDGED.

DATED: _____, 2022
AT: _____, New York

Hon. Michael R. Cuevas

RESOLUTION NO. 103.22

**AUTHORIZE STIPULATION OF SETTLEMENT WITH
RRA Apartments, LLC**

WHEREAS, the Town of Rotterdam has litigated this Article 7, Real Property Tax Certiorari proceeding with RRA Apartments, LLC, regarding real property taxes upon premises located at 610 Mariaville Rd, respectively known as Tax Map No. 48.-3-4.121 2021 tax roll; and

WHEREAS, the Town's Attorney, Town Attorney, the Attorney for the Petitioner and Assessor have conferenced this matter and agreed to a reduction of assessed values for the above referenced year, from three million two hundred thousand and 00/100 dollars (\$3,200,000) to two million four hundred thousand and 00/100 dollars (\$2,400,000) for Tax Map No. 48.-3-4.121; for the 2021 tax year

WHEREAS, it is deemed in the Town's best interest to settle the case for the above stated amount;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Beebe Law Firm, LLC to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter of RRA Apartments, LLC v. Town of Rotterdam, et al., Index Number 2021-1515, Article 7 Real Property Tax Certiorari proceedings for the tax year 2021.

SECTION 2. This resolution shall become effective March 9, 2022

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: February 28, 2022

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: RRA Apartments Article 7

TO BE PLACED ON TOWN BOARD MEETING OF: March 9, 2022

Background Information: Applicant had filed Article 7 tax certiorari for the property located at 610 Mariaville Rd, SBL 48.-3-4.121 in 2021.

Evaluation/Analysis: Based on discussions between counsels and the Assessor's office a reduction is agreed upon.

Recommendation(s): Approval.

Attachment/Document(s): Order of Stipulation.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s): RPL 727 shall be enforced.

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

STATE OF NEW YORK
SUPREME COURT

COUNTY OF SCHENECTADY

IN THE MATTER OF THE APPLICATION OF
RRA APARTMENTS, LLC,

PETITIONER,

-against-

THE TOWN OF ROTTERDAM ASSESSOR, AND
THE TOWN OF ROTTERDAM BOARD OF
ASSESSMENT REVIEW, TO REVIEW
ASSESSMENT MADE FOR THE YEAR 2021
AGAINST REAL PROPERTY IN THE TOWN
OF ROTTERDAM,

INDEX NO.: 2021-1512
RJI NO.: 46-1-2021-0610

Hon. Michael R. Cuevas, JSC

RESPONDENTS.

(PARCEL ID #48.-3-4.121)

WHEREAS, pursuant to Real Property Tax Law, Article 7, Petitioner duly and timely commenced the above-captioned real property tax assessment review proceedings for the years in issue; and,

WHEREAS, with respect to this proceeding copies of the Notice of Petition and Petition were duly and timely served on the Schenectady County Commissioner of Finance and the Superintendent of the Schalmont School District; and,

WHEREAS, these proceedings relate to Petitioner's property in the Town of Rotterdam, Schenectady County, identified and known as tax map number 48.-3-4.121; and,

WHEREAS, the parties are desirous of settling and discontinuing this proceeding;

NOW, THEREFORE, the parties, through their attorneys, hereby stipulate and agree as follows:

1. The Petitioner's tax parcel under review shall have its assessment reduced for the year 2020 pursuant to Article 7 of the Real Property Tax Law of the State of New York from \$3,200,000.00 to an Assessed Value of \$2,400,000.00.

2. The provisions of NYS Real Property Tax Law §727 shall apply in this proceeding.

3. The officials of the Town of Rotterdam, the Schalmont School District, and County of Schenectady, and any and every other taxing entity, district or municipal corporation having custody of or levying taxes and special *ad valorem* levies upon the assessment rolls for the above referenced tax year be and hereby are directed and so ordered to make or cause to be made on the proper books and records the entries and changes necessary to correct said assessment in accordance with this Stipulation of Settlement and Order..

4. Refunds shall be paid by the Town of Rotterdam, Schalmont School District, and County of Schenectady and any and every other taxing entity, district or municipal corporation for the overpayment of taxes and special *ad valorem* levies resulting from the previous assessment.

4. All refund payments shall be made payable to Brick Law Firm, P.C., IOLA Attorney Escrow, 2 Computer Drive West, Suite 100, Albany, New York 12205.

5. Petitioner shall have the right to seek specific enforcement of the terms of this Stipulation of Settlement, and of any Order entered thereupon, to otherwise enforce such terms by whatever means provided by law.

6. The parties acknowledge that this Stipulation of Settlement and Order is entered into for good and valuable consideration on the part of and received by all parties hereto and constitutes the entire agreement among the parties and there are no costs or allowances awarded to, by or against the parties and that upon compliance with the terms of this Stipulation of Settlement and Order the above-entitled proceeding shall be and the same is settled and discontinued.

7. It is hereby stipulated and agreed that the Assessor of the Town of Rotterdam be directed and ordered to correct the assessment in accordance with the terms of this Stipulation, and this Stipulation of Settlement and Order shall be filed among the records of the Assessor.

8. The subject proceeding is hereby discontinued with prejudice subject to the terms and conditions contained herein.

DATED: December __, 2021

BRICK LAW FIRM, P.C.

BY: _____

Andrew Brick, Esq.
Attorneys for Petitioner
2 Computer Drive West, Suite 100
Albany, NY 12205
(518) 489-9423

DATED: September __, 2021

TOWN OF ROTTERDAM

BY: _____

Scott Ronda, Special Counsel for Town
Attorney for Respondents
John F. Kirvin Govt Center
1100 Sunrise Blvd.
Rotterdam, NY 12306

SO ORDERED:

Hon. Michael R. Cuevas, J.S.C.
Supreme Court, Schenectady County

Dated this ____ day of _____, 2021.
SCHENECTADY, NEW YORK

RESOLUTION NO. 104.22

**AUTHORIZE STIPULATION OF SETTLEMENT WITH
Metro Ten Hotel, LLC**

WHEREAS, the Town of Rotterdam has litigated this Article 7, Real Property Tax Certiorari proceeding with Metro Ten Hotel, LLC, regarding real property taxes upon premises located at 3081 Carman Rd, respectively known as Tax Map No. 71.6-5-1.31 for the 2016, 2017, 2018, 2019, 2020 and 2021 tax rolls; and

WHEREAS, the Town's Attorney, Town Attorney, the Attorney for the Petitioner, Town's Valuation Consultant and Assessor have conferenced this matter and agreed to a reduction of assessed values for the above referenced years, from 3 million and 00/100 dollars (\$3,000,000) to two million eight hundred twenty-two thousand and 00/100 dollars (\$2,822,000) for Tax Map No. 71.6-5-1.31 for the 2018, 2020, and 2021 tax years;

WHEREAS, it is deemed in the Town's best interest to settle the case for the above stated amount;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Beebe Law Firm, LLC to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter of Metro Ten, LLC v. Town of Rotterdam, et al., Index Numbers 2016-1706, 2017-1541, 2018-1553, 2019-1569, 2020-0937 & 2021-1548, Article 7 Real Property Tax Certiorari proceedings for the tax years 2020 and 2021.

SECTION 2. This resolution shall become effective March 9, 2022

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: February 28, 2022

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: Metro Ten Hotel, LLC Article 7

TO BE PLACED ON TOWN BOARD MEETING OF: March 9, 2022

Background Information: Applicant had filed Article 7 tax certiorari for the property located at 3081 Carman Rd, SBL 71.6-5-1.31 in 2016, 2017, 2018, 2019, 2020, and 2021.

Evaluation/Analysis: Based on rental analysis and discussions between counsels and the Assessor's office a reduction for years 2018, 2020, and 2021 is agreed upon.

Recommendation(s): Approval.

Attachment/Document(s): Order of Stipulation, rental analysis.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s): RPL 727 shall be enforced.

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

STATE OF NEW YORK
SUPREME COURT

COUNTY OF SCHENECTADY

In the Matter of the Application of
METRO TEN HOTEL, LLC,

**CONSENT ORDER
AND JUDGMENT**

Petitioner,

-against-

Index Nos. 2016-1706,
2017-1541, 2018-1553, 2019-1569,
2020-0937 & 2021-1548

ASSESSOR OF THE TOWN OF ROTTERDAM,
THE BOARD OF ASSESSMENT REVIEW OF THE
TOWN OF ROTTERDAM AND THE TOWN OF
ROTTERDAM, NEW YORK,

Respondents,

-and-

MOHONASEN CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings shall be settled and compromised in the following manner:

1. The above entitled proceedings are consolidated for one disposition in the interests of judicial economy.
2. The 2016, 2017, 2018, 2019, 2020 and 2021 final assessments on the petitioner's subject property was fixed by the Assessor of the Town of Rotterdam as follows:

<u>Year</u>	<u>Tax Map No.</u>	<u>Property Assessed Value/FMV/Equalization Rate</u>
2016	71.6-5-1.31	\$3,000,000/\$3,000,000/100%
2017	71.6-5-1.31	\$3,000,000/\$3,000,000/100%
2018	71.6-5-1.31	\$3,000,000/\$3,000,000/100%
2019	71.6-5-1.31	\$3,000,000/\$3,061,224/98%
2020	71.6-5-1.31	\$3,000,000/\$3,061,224/98%
2021	71.6-5-1.31	\$3,000,000/\$3,157,895/95%

3. The 2016, 2017, 2018, 2019, 2020 and 2021 final assessments on the petitioner's real property shall be corrected, reduced and revised in the following manner:

<u>Year</u>	<u>Tax Map No.</u>	<u>Original Assessment</u>	<u>Revised Assessment</u>	<u>Revised FMV</u>	<u>Reduction</u>
2016	71.6-5-1.31	\$3,000,000	\$3,000,000	\$3,000,000	(\$0)
2017	71.6-5-1.31	\$3,000,000	\$3,000,000	\$3,000,000	(\$0)
2018	71.6-5-1.31	\$3,000,000	\$2,822,000	\$2,822,000	(\$178,000)
2019	71.6-5-1.31	\$3,000,000	\$3,000,000	\$3,061,224	(\$0)
2020	71.6-5-1.31	\$3,000,000	\$2,822,000	\$2,879,592	(\$178,000)
2021	71.6-5-1.31	\$3,000,000	\$2,822,000	\$2,970,526	(\$178,000)

4. The Assessor of the Town of Rotterdam shall forthwith correct and revise the entries with respect to the final assessment rolls of the Town in a manner consistent with the provisions of the preceding paragraphs.

5. The Town of Rotterdam, the Mohonasen Central School District, the County of Schenectady, and any special district for which taxes are levied based on the assessments made subject to this agreement, shall forthwith audit, pay and refund to principal amounts of excess taxes paid by the petitioner, all refund drafts being payable to "E. STEWART JONES HACKER MURPHY LLP, AS ATTORNEYS FOR PETITIONER" and said refunds should be tendered to E. Stewart Jones Hacker Murphy LLP, 28 Second Street, Troy, New York 12180. Said refunds shall be for repayment of excess principal taxes paid and shall be made in accordance with local refunding procedures established and provided for such cases. Petitioner waives statutory interest from all refunds paid by the Town, County and School Districts if paid within sixty (60) days of service of this Consent Order and Judgment with Notice of Entry thereon.

6. If applicable, corrected or amended property tax bills shall be furnished to petitioner by the Town of Rotterdam, the County of Schenectady and the Mohonasen Central School District for

any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

7. The judicial proceedings as to the assessed values of the subject property in dispute for 2016, 2017, 2018, 2019, 2020 and 2021 are being simultaneously compromised, settled and discontinued by petitioner in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceedings entitled above.

8. Real Property Tax Law §727 shall apply.

9. This Consent Order will be submitted to the New York State Supreme Court for signature and entry and these proceedings shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any relief it shall deem appropriate for the construction or enforcement of this agreement.

DATED: _____, 2022

Cathy L. Drobny, Esq.
E. Stewart Jones Hacker Murphy LLP
Attorneys for Petitioner
28 Second Street
Troy, New York 12180

DATED: _____, 2022

Scott M. Ronda, Esq.
The Beebe Law Firm
Attorneys for Respondents
514 Vischer Ferry Road
Clifton Park, New York 12065

DATED: _____, 2022

William F. Ryan, Jr., Esq.
Tabner, Ryan & Keniry, LLP
Attorneys for Intervenor-Respondent,
Mohonasen Central School District
18 Corporate Woods Boulevard
Albany, New York 12211

PRESENT: HON. THOMAS D. BUCHANAN
BE IT SO ORDERED AND ADJUDGED.

DATED: _____, 2022
AT: _____, New York

Hon. Thomas D. Buchanan

SUPER 8 ROTTERDAM I&E Analysis 2015-2019

	<u>2015</u>	<u>% Total</u>	<u>2016</u>	<u>% Total</u>
Room Revenue	\$ 945,073	93.47%	\$ 1,123,511	93.34%
Other Revenues	\$ 29,033	2.87%	\$ 43,070	3.58%
Rent Income	\$ 37,040	<u>3.66%</u>	\$ 37,040	<u>3.08%</u>
TOTAL INCOME	\$ 1,011,146	100.00%	\$ 1,203,621	100.00%
Cost of Goods Sold	\$ 292,873	28.96%	\$ 288,307	23.95%
A&G Expense	\$ 76,156	7.53%	\$ 100,465	8.35%
Room Expense	\$ 119,622	11.83%	\$ 124,388	10.33%
Telephone Expense	\$ 6,577	0.65%	\$ 7,138	0.59%
Sales and Marketing Expense	\$ 4,878	0.48%	\$ 18,147	1.51%
M&R Dept Expense	\$ 36,456	3.61%	\$ 33,164	2.76%
Utilities	\$ 53,763	5.32%	\$ 68,878	5.72%
Franchise Fees	\$ 112,877	11.16%	\$ 129,240	10.74%
Insurance	\$ 31,381	<u>3.10%</u>	\$ 31,531	<u>2.62%</u>
TOTAL EXP	\$ 734,583	72.65%	\$ 801,258	66.57%
NOI	\$ 276,563		\$ 402,363	

0.105 \$ 2,633,933.33

\$ 3,832,028.57

<u>2017</u>	<u>% Total</u>	<u>2018</u>	<u>% Total</u>	<u>2019</u>	<u>% Total</u>
\$ 1,144,826	93.27%	\$ 996,172	93.64%	\$ 997,579	91.14%
\$ 45,558	3.71%	\$ 30,672	2.88%	\$ 59,963	5.48%
\$ 37,040	<u>3.02%</u>	\$ 37,040	<u>3.48%</u>	\$ 37,040	<u>3.38%</u>
\$ 1,227,424	100.00%	\$ 1,063,884	100.00%	\$ 1,094,582	100.00%
\$ 373,145	30.40%	\$ 349,900	32.89%	\$ 349,437	31.92%
\$ 76,356	6.22%	\$ 50,173	4.72%	\$ 44,728	4.09%
\$ 128,383	10.46%	\$ 113,156	10.64%	\$ 113,514	10.37%
\$ 10,308	0.84%	\$ 11,770	1.11%	\$ 11,413	1.04%
\$ 27,498	2.24%	\$ 24,948	2.34%	\$ 22,461	2.05%
\$ 36,754	2.99%	\$ 25,184	2.37%	\$ 24,523	2.24%
\$ 79,358	6.47%	\$ 104,011	9.78%	\$ 54,914	5.02%
\$ 144,371	11.76%	\$ 125,274	11.78%	\$ 135,463	12.38%
\$ 39,493	<u>3.22%</u>	\$ 32,167	<u>3.02%</u>	\$ 37,468	<u>3.42%</u>
\$ 915,666	74.60%	\$ 836,583	78.63%	\$ 793,921	72.53%
\$ 311,758		\$ 227,301		\$ 300,661	

\$ 2,969,123.81

\$ 2,164,771.43

\$ 2,863,438.10

\$ 2,892,659.05

RESOLUTION NO. 105.22

TO APPROVE BUDGET TRANSFERS TO THE 2022 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Comptroller's Office

From: A 1315 4100 Office Supplies Amount \$ 700.00
To: A 1315 2000 Office Equipment Amount \$ 700.00

SECTION 2. This resolution shall become effective March 9, 2022

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: **February 28, 2022**

TO: **Mollie A. Collins, Supervisor**

FROM: **Paula Diamante, Purchasing Coordinator**

TITLE OF REQUEST: To approve a budget transfer from the 2022 budget.

TOWN BOARD MEETING: To be placed on the Town Board Agenda, and Town Board Meeting of March 9, 2022

Background Information: Please transfer the following amount:

<i>From:</i>	<i>A 1315 4100 Office Supplies</i>	<i>Amount \$700.00</i>
<i>To:</i>	<i>A 1315 2000 Office Equipment</i>	<i>Amount \$700.00</i>

Evaluation/Analysis: N/A

Recommendation(s): To be placed on the Town Board agenda and Town Board meeting of March 9, 2022.

Attachment/Document(s): Memorandum from Purchasing Coordinator

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Memorandum

To: Mollie Collins, Supervisor *MC*

From: Paula Diamante

Re: Budget Transfer

Date: 2/18/22

From:

A1315 4100	Office Supplies	\$700.00
------------	-----------------	----------

To:

A1315 2000	Office Equipment	\$700.00
------------	------------------	----------

RESOLUTION NO. 106.22

**TO AMEND AND RESTATE SECTION ONE OF RESOLUTION NO 21.22 OF THE
YEAR 2022**

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/restated to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2022 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$ 3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$ 3,500

Clerk- Part Time

Donna Larsen Hourly Rate \$ 19.50

Traffic Liaison

Edward H. Scholz, Jr. Hourly Rate \$ 29.86

(Maximum of \$12,500.00 for the year 2022)

School Traffic Officer

Floyd Rorick Hourly Rate \$ 15.00

(Maximum of 4 hours daily)

COVID Compliance

Megan Griffin Annual Stipend \$2,500

Administrative Records Specialist – Part Time

Lynn Fiorillo Hourly Rate \$19.50

Public Works Advisor – Part Time

Michael T. Maher

Hourly Rate \$38.50

(Maximum of 17.5 hours per week)

Assistant Director to Public Works

Matt Lupi

Annual Stipend \$3,500

Social Media/Live Stream Coordinator

Megan Griffin

Annual Stipend \$2,000

Clerk- Part Time

Phyllis Horvath

Hourly Rate \$19.00

Storm Water Officer

Ryan Coulter

Annual Stipend \$3,500

Storm Water Manager – Part-Time

Mary Barrie

Hourly Rate \$25.00

Senior Payroll Audit Clerk

Carol Connelly

Hourly Rate \$35.00

(Not to exceed 12 hours per week)

SECTION 2. This resolution shall become effective February 23, 2022

DATED: February 23, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: February 28, 2022

TO: Town Board

FROM: Supervisor's Office

TITLE OF REQUEST: Appoint Megan Griffin as the Social Media / Live Stream Coordinator for an annual stipend of \$ 2,000.

TOWN BOARD MEETING: March 9, 2022

Background Information: Megan has been attending and overseeing the Zoom links provided to residents to access the Town Board Meetings. Megan is a salary employee and does not qualify for overtime or comp pay as an appointed employee, and this would satisfy her time spent for when she attends board meetings, and/or functions that require zoom meetings outside of her working hours of 8:30-4:30. She would also take the Social Media role of running the town Facebook page, and website. She has extensive experience with hosting zoom meetings, and maintaining social media platforms previously and would be appropriate in this position moving forward.

Evaluation/Analysis: Megan is not eligible for overtime as an appointed employee and should be compensated for her time when attending and hosting live streaming meetings or events.

Recommendation(s): Approve this title to continue having Megan Griffin run and monitor the live stream feed for Town Board Meetings and other functions as needed, as well as continuing to maintain the Town Facebook page and Website.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Town Attorney

RESOLUTION NO. 107.22

TO ESTABLISH THE POSITION OF SENIOR BUILDING INSPECTOR

WHEREAS, on January 20, 2022, the Schenectady County Civil Service Commission voted to establish the title of Senior Building Inspector in the Town of Rotterdam in the competitive class of the civil service;

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 establishes the position of Senior Building Inspector, a position in the competitive class of the civil service.

SECTION 2. This resolution shall become effective March 9, 2022

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 3, 2022

TO: Mollie A. Collins, Town Supervisor

FROM: Megan Griffin, Confidential Secretary

TITLE OF REQUEST: Establish the Position of Senior Building Inspector

TOWN BOARD MEETING: March 9, 2022

Background Information: On January 20, 2022, the Schenectady County Civil Service Commission voted to establish the title of Senior Building Inspector in the Town of Rotterdam in the competitive class of the civil service.

Evaluation/Analysis: Establishing the position of Senior Building Inspector would increase the productivity of the Department of Public Works. The position would provide the leadership and guidance needed to guarantee that building inspections, zoning issues and water issues were dealt with in a timely manner for residents.

Recommendation(s): Establish the position of Senior Building Inspector.

Attachment/Document(s): Job Duties of Senior Building Inspector; Minutes of January 20, 2022 Civil Service Commission Meeting

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

**MEETING MINUTES
SCHENECTADY COUNTY
CIVIL SERVICE COMMISSION
January 20, 2021**

Via Teleconference:

Judy Dagostino, Chair of the Civil Service Commission
B. Donald Ackerman, Commissioner
Richard Nebolini, Commissioner
Joe McQueen, Secretary to the Civil Service Commission
Barbara Leonard, Personnel Technician

Excused:

Julie Blittig, Supervising Personnel Assistant

Chairperson Dagostino called the roll at 1:00. All commissioners were participating.

There were no comments during Privilege of the Floor for the Agenda.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the minutes of December 21, 2021.

Mrs. Dagostino moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the Report of Personnel Actions (attached).

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to establish the following titles, based on New Position Duty Statements:

<u>Position</u>	<u>Jurisdiction</u>	<u>Class</u>
Assistant District Attorney II	County – District Attorney	Exempt*
Athletic Coordinator/Trainer (2)	Schenectady City School District	Competitive
Community School Coordinator (2)	Schenectady City School District	Competitive
Confidential Assistant to the Nursing Home Administrator	County – Glendale	Non-Competitive-PI/C*
Head Automotive Mechanic (School District)	Duanesburg Central School District	Competitive
Principal Account Clerk	Town of Niskayuna	Competitive
Public Health Nurse	County – Long Term Care	Competitive
Security Worker	Schalmont Central School District	Labor
Senior Building Inspector	Town of Rotterdam	Competitive
Stormwater Manager	Town of Rotterdam	Competitive
Technology Coordinator	Schalmont Central School District	Competitive
Videographer	Town of Niskayuna	Non-Competitive*

*pending class

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously voted to adopt the following new job specifications:

Title
Confidential Assistant to the Nursing Home
Administrator
Head Automotive Mechanic (School District)
Stormwater Manager
Videographer

Requested by:
County - Glendale
Duanesburg Central School District
Town of Rotterdam
Town of Niskayuna

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to revise the following new job specifications:

Title
Communicable Disease Program Coordinator
Community School Coordinator
Deputy Director of Human Resources
Early Intervention Care Coordinator
Healthy Schenectady Families Program Coordinator

Requested by:
County - Public Health
Schenectady City School District
County – Human Resources/Civil Service
County - Public Health
County - Public Health

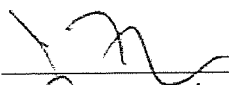
Mrs. Dagostino moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the request from the Interim Chief of Human Resources, Schenectady City School District, to waive the residency requirement for the position of Director of School Climate and Safety. The examination will be open to residents of New York State.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the request from the Comptroller, Town of Niskayuna, to appoint Nancy Reilly to the position of Principal Account Clerk Specialist in accordance with the requirements of Section 52.7 of the New York State Civil Service Law and Rule XII.8 of the Schenectady County Civil Service Rules.

The next regularly scheduled meeting will be Tuesday, February 15, 2022 at 1:00 pm.

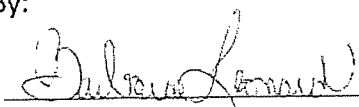
Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously agreed to adjourn the meeting.

Respectfully Submitted,



Joe McQueen
Secretary of the Civil Service Commission

By:



Barbara Leonard
Personnel Technician

SENIOR BUILDING INSPECTOR (TOWN)

DISTINGUISHING FEATURES OF THE CLASS: This position exists in a town building department and involves responsibility for supervising the overall operation of the building department including building construction, engineering functions, zoning enforcement and building inspection. Duties are performed under the general supervision of the Town Supervisor in accordance with established policies and procedures with allowance for the exercise of independent judgment in carrying out details of the work. Direct supervision is exercised over the work of Building Inspectors and a small clerical staff. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

- Reviews, checks and approves, plans and inspects building construction which includes single family dwellings, multiple family dwellings, commercial buildings and industrial complexes;
- Oversees and examines various acoustical, lighting, heating, ventilation, safety and electrical aspects of construction as prescribed and required by New York State Uniform Fire Prevention and Building and Energy Code, as well as local laws and ordinances;
- Oversees, coordinates, and supervises municipal projects such as landfill expansion, design, sewage and water treatment plant modifications and recreational facility construction;
- Directs any necessary surveying, field layout or design related to municipal projects as well as the compiling of detailed reports and presentations as required;
- Directs the inspection of plumbing, sewer, and drainage installation;
- Interprets and applies town ordinances to new construction, alterations and occupancies;
- Directs the issuance of building permits and furnishes the prescribed certificates of occupancy upon application;
- Prepares periodic reports of buildings and structures erected or altered, of permits issued, of fees collected and estimated costs of work covered by such permits, for presentation to the local governing body;
- Directs the inspection of buildings and structures in the process of construction or repair for compliance with approved plans and specifications and requirements of applicable laws and ordinances;
- Explains the requirements of local building code, local zoning ordinance and the New York State Multiple Residence Law and other applicable ordinances to building contractors or the general public;
- Provides for removal of illegal and unsafe conditions and secures the necessary safeguards for construction;
- Orders unsafe conditions in existing structures to be removed and arranges for condemnation notices to owners and builders of improper or hazardous structures;
- Directs the inspection of existing buildings and structures to insure their conformity with code safety standards;
- Directs the investigation of complaints and assists in prosecuting violations of the building code, zoning ordinance, housing standards and the New York State Multiple Residence Law;
- Answers questions dealing with Building or Zoning Codes;
- Performs a variety of related duties.

CHARACTERISTICS: Thorough knowledge of the modern practices, principles, materials and tools used in building construction or structure alteration; thorough knowledge of local building codes and ordinances; Thorough knowledge of the New York State Multiple Residence Law and Building, Fire and Energy Codes; Ability to prepare calculations and review engineering drawings plans and specifications; ability to apply relevant provisions of applicable codes and laws in inspection procedures; ability to supervise the work of Building Inspectors.

MINIMUM QUALIFICATIONS:

- A. Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in Engineering, Architecture, Construction, Engineering or Architectural Technology or related field and four years' experience in the construction and/or repair of buildings which shall have involved the review and interpretation of plans, sketches and blueprints; OR
- B. Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree in Construction, Engineering or Architectural Technology and six years experience as outlined in (A) above; OR
- C. Eight years of experience as outlined in (A) above; OR
- D. An equivalent combination of training and experience as defined by the limits of (A), (B) and (C) above.

NOTE: The essential functions of this job are determined by the department/jurisdiction where the job is located.

Adopted
CSC 03/10/92

JC: COMPETITIVE

RESOLUTION NO. 108.22

**TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM
OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL
SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW JOB TITLE OF
SENIOR BUILDING INSPECTOR**

WHEREAS, on January 20, 2022, the Schenectady County Civil Service Commission voted to establish the title of Senior Building Inspector in the Town of Rotterdam in the competitive class of the civil service;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the position of Senior Building Inspector, a position in the competitive class of the civil service.

SECTION 2. This resolution shall become effective March 9, 2022

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ROTTERDAM
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC, LOCAL 1000 AFSCME,
AFL-CIO, TOWN OF ROTTERDAM UNIT #8504 OF THE SCHENECTADY COUNTY
LOCAL # 886

WHEREAS, the Town of Rotterdam (hereinafter "Town") and CSEA, Local 1000 AFSCME, AFL-CIO, Town of Rotterdam Unit #8504 of the Schenectady County Local 886 (hereinafter "CSEA") are parties to a collective bargaining agreement effective from January 1, 2021 through December 31, 2021;

WHEREAS, the Town notified CSEA that Town will recognize the new job title of Senior Building Inspector with a salary of \$88,000 as a CSEA bargaining unit position; and,

WHEREAS, CSEA agrees with the Town to recognize the job title of Senior Building Inspector with a salary of \$88,000 as a bargaining unit position.

IT IS HEREBY AGREED:

1. The Town, effective February 23, 2022, will voluntarily recognize the title of Senior Building Inspector as a CSEA bargaining unit position covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.
2. This Memorandum of Agreement is subject to board approval by the Town of Rotterdam Town Board.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their proper officers on this ____ day of February 2022.

TOWN OF ROTTERDAM

Mollie Collin, Town Supervisor

CSEA, INC.

Angelique Bywater, CSEA, Inc.

Garry Costanzo, Town of Rotterdam Town
Hall Unit President

RESOLUTION NO. 109.22

**TO AUTHORIZE AN AGREEMENT WITH CORNELL UNIVERSITY COOPERATIVE
EXTENSION SARATOGA COUNTY**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to enter into an intermunicipal agreement with Cornell University Cooperative Extension Saratoga County, 50 West High Street, Ballston Spa, New York, 12020, to allow operation of a kiosk at Kiwanis Park boat launch to educate the public and boaters on the threats of Aquatic Invasive Species(AIS), at no cost to the town, commencing May 27, 2022 through September 6, 2022.

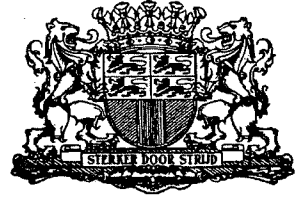
SECTION 2. This resolution shall become effective March 9, 2022.

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: March 3, 2022

TO: Mollie A. Collins, Town Supervisor

FROM: Megan Griffin, Confidential Secretary

TITLE OF REQUEST: Permission for educational kiosk at the Kiwanis Park boat launch.

TOWN BOARD MEETING: March 9, 2022

Background Information: Cornell University Cooperative Extension Saratoga County is requesting to educate the public and boaters on threats of Aquatic Invasive Species (AIS) through a partnership for Regional Invasive Species Management's (PRISM) Aquatic Invasive Species Spread Prevention Program (AISPP).

Evaluation/Analysis: An AIS Watercraft Steward will be stationed at the Kiwanis Park boat launch from May 27, 2022 - September 6, 2022, Thursday-Monday, 7:00 am- 3:30 pm (subject to program needs). The AIS Watercraft Steward will be at a highly visible station with field supplies (folding table, chair and sandwich board sign and educational materials).

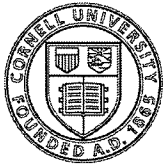
Recommendation(s): Authorize the Supervisor to enter into an agreement with Cornell University Cooperative Extension of Saratoga County to operate a kiosk at the Kiwanis Park boat launch.

Attachment/Document(s): Letter from Cornell University Cooperative Extension Saratoga County dated February 9, 2022.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



Cornell University
Cooperative Extension
Saratoga County

50 West High Street
Ballston Spa, NY 12020-1992
Telephone: 518.885.8995
Fax: 518.885.9078
E-mail: saratoga@cornell.edu
www.ccesaratoga.org

February 9, 2022

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

Dear Supervisor Mollie Collins,

I am writing to request continued permission to station an Aquatic Invasive Species (AIS) Watercraft Steward at Kiwanis Park boat launch during the 2022 boating season, and to provide you with details about the Capital Region Partnership for Regional Invasive Species Management's (PRISM) Aquatic Invasive Species Spread Prevention Program (AISSPP), hosted by the Cornell Cooperative Extension of Saratoga County.

The Capital Region PRISM provides invasive species management efforts in 11 counties surrounding the Capital Region, focusing on early detection and rapid response of high and very high threat invasive species. The Capital Region PRISM is administering a contract extension of the program with the New York State Department of Environmental Conservation to conduct outreach and education about AIS at boat launches along the Mohawk and Hudson River regions. This contract is referred to as the Aquatic Invasive Species Spread Prevention Program (AISSPP). The AISSPP program is anticipated to continue in the future.

Through the AISSP Program, AIS Watercraft Stewards educate the public and boaters on the threats of AIS and methods for preventing the spread. Stewards collect data from the public through a survey form and complete voluntary watercraft inspections.

The voluntary watercraft inspection process does not impede launch use. Public participation in watercraft inspections is 100% voluntary; inspections are not required by law. While stationed at the boat launch, Stewards are responsible for the following activities:

- Complete voluntary watercraft inspections following a standardized protocol;
- Engage boaters in dialogue about AIS, highlighting AIS impacts on the environment and providing spread prevention recommendations;
- Provide AIS educational materials; and
- Collect metrics on public participation in following recommended AIS spread prevention measures and aquatic invasive species data.

AIS Watercraft Stewards will maintain a highly visible station where the public can collect AIS educational materials and inquire about the AISSP Program. The Steward's station will include field supplies such as a folding table, chair, sandwich board sign (notifying the public that a Watercraft Steward is on duty), and educational materials. Stewards will bring supplies to the launch each day and will remove them from the launch at the end of each shift.

Placements of an AIS Watercraft Steward at Kiwanis Park boat launch is requested from May 27, 2022 through September 6, 2022. Steward coverage will generally be provided Thursday-Monday from 7:00AM-3:30 PM, though these times are subject to change based on program needs. Stewards will not be working outside of daylight hours.

Approval to station an AIS Watercraft Steward at Kiwanis Park boat launch is requested by **March 22nd, 2022**. Please reach out if you would like additional information on the responsibilities of Stewards or the program. We

look forward to working with the Town of Rotterdam to minimize the spread of aquatic invasive species in New York State waters.

Sincerely,

Hannah Coppola

Aquatic Invasive Species Program Manager

Capital Region PRISM

Partnership for Regional Invasive Species Management

hwe22@cornell.edu | p 518-885-8995 Ext. 2215

www.capitalregionprism.org





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2021

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 P.W. Wood & Son, Inc. 2333 N Triphammer Road Suite 501 Ithaca NY 14850	CONTACT NAME: Karen J Supek
	PHONE (A/C, No, Ext): 607-266-3303 FAX (A/C, No): 607-266-9663
	E-MAIL ADDRESS: ccecontracts@thewoodoffice.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Ins Co
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

License#: PC614566
CORNCOO-39

COVERAGES **CERTIFICATE NUMBER:** 356943190 **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 ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PHPK2274006	5/24/2021	5/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2274006	5/24/2021	5/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB767876	5/24/2021	5/24/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Watercraft Inspection Steward Program at Kiwanis Park Boat Launch 5/28/2021-9/6/2021. Town of Rotterdam is an additional insured if required by written contract, per endorsement number PI-GLD-HS NY (10/11).

CERTIFICATE HOLDER Town of Rotterdam 1100 Sunrise Blvd Rotterdam NY 12306	CANCELLATION 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
---	--

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.

Moved on consent

RESOLUTION NO. 85.21

**AUTHORIZE AN AGREEMENT WITH CORNELL UNIVERSITY COOPERATIVE
EXTENSION SARATOGA COUNTY**

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by
Councilmember SIGNORE,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to enter into an intermunicipal agreement with Cornell University Cooperative Extension Saratoga County, 50 West High Street, Ballston Spa, New York, 12020, to allow operation of a kiosk at Kiwanis Park boat launch to educate the public and boaters on the threats of Aquatic Invasive Species (AIS), at no cost to the town, commencing May 28, 2021 through September 6, 2021.

SECTION 2. This resolution shall become effective March 24, 2021.

DATED: March 24, 2021

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



Cornell University
Cooperative Extension
Saratoga County

50 West High Street
Ballston Spa, NY 12020-1992
Telephone: 518.885.8995
Fax: 518.885.9078
E-mail: saratoga@cornell.edu
www.ccesaratoga.org

March 17, 2021

Attention:

Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306

Resolution seeking to permission for the Capital Region (PRISM) a Partnership for Regional Invasive Species Management hosted by the Cornell Cooperative Extension of Saratoga County to place an Aquatic Invasive Species (AIS) Watercraft Steward at Kiwanis Park boat launch.

Whereas, The Capital Region PRISM provides invasive species management efforts in 11 counties surround the Capital Region focusing on early detection and rapid response of high and very high threat invasive species. The Capital Region PRISM is in the final year of a three-year contract with the New York State Department of Environmental Conservation to conduct outreach and education about AIS at boat launches along the Mohawk and Hudson River regions. This contract is referred to as the Aquatic Invasive Species Spread Prevention Program (AISSPP).

Whereas, The Aquatic Invasive Species (AIS) Watercraft Steward will work at Kiwanis Park boat launch Schenectady N.Y. 12306.

Whereas, Placements of an AIS Watercraft Stewards at Kiwanis Park boat launch is requested from May 28, 2021 through September 6, 2021. Steward coverage will generally be provided Thursday-Monday from 7 AM-3:30 PM, though these times are subject to change based on program needs. Stewards will not be working outside of daylight hours.

Whereas, AIS Watercraft Stewards educate the public and boaters on the threats of AIS and methods for preventing the spread. Stewards collect data from the public through a survey form and complete voluntary watercraft inspections.

Whereas, AIS Watercraft Stewards will maintain a highly visible station where the public can collect AIS educational materials and inquire about the AISSP Program. The Steward's station will include field supplies such as a folding table, chair, sandwich board sign (notifying the public that a Watercraft Steward is on duty), and educational materials. Stewards will bring supplies to the launch each day and will remove them from the launch at the end of each shift.

Whereas, The voluntary watercraft inspection process does not impede launch use. Public participation in watercraft inspections is 100% voluntary; inspections are not required by law. While stationed at the boat launch, Stewards are responsible for the following activities: Complete voluntary watercraft inspections following a standardized protocol; Engage boaters in dialogue about AIS, highlighting AIS impacts on the environment and providing spread prevention recommendations; Provide AIS educational materials; and Collect metrics on public participation in following recommended AIS spread prevention measures and aquatic invasive species data

Therefore be it resolved that Town of Rotterdam at 1100 Sunrise Blvd Rotterdam, New York 12306 will grant permission for the Cornell Cooperative Extension of Saratoga County/Capital Region PRISM to place an Aquatic Invasive Species (AIS) Watercraft Steward at Kiwanis Park boat launch.

TOWN OF ROTTERDAM

SIGNATURE  DATE: 03/29/2021

CORNELL COOPERATIVE EXTENSION OF SARATOGA COUNTY

SIGNATURE  DATE: 4-1-21
WILLIAM SCHWERD
CCE OF SARATOGA COUNTY EXECUTIVE DIRECTOR

RESOLUTION NO. 110.22

TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A FIRST AMENDMENT TO DEVELOPER'S AGREEMENT DATED NOVEMBER 14, 2020

WHEREAS, the Town Board of the Town of Rotterdam is a party to a certain Developer's Agreement with Lecce Senior Living, LLC, dated November 14, 2020;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute the First Amendment to Developer's Agreement dated November 14, 2020 annexed hereto.

SECTION 2. This resolution shall become effective March 9, 2022

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DEVELOPER'S AGREEMENT

This Agreement, by and between Lecce Senior Living, LLC, (the "Developer"), and the Town Board of the Town of Rotterdam, a municipal corporation located in Schenectady County with offices at 1100 Sunrise Road, Rotterdam, New York 12306, (the "Town") for itself and on behalf of the Hamburg Street Sewer District (the "District"); and

WHEREAS, the Developer intends to develop and construct the Village at Whispering Pines, a planned retirement community (the "Project") consisting of 496 residential units to be constructed on an assemblage of properties comprised of eight (8) parcels of land containing an aggregate of 96.6 acres (collectively, the "Real Property") all located within the Town of Rotterdam, County of Schenectady and State of New York; and

WHEREAS, the Developer desires to connect the Project to the District, which connection requires an extension of the existing bounds of the District; and

WHEREAS, The Chazen Companies has prepared a Map entitled "Proposed Wastewater Collection System", Town of Rotterdam, Schenectady County, New York dated July 31, 2019, a copy of which is attached hereto as Exhibit "A" and made a part hereof (the "Map") addressing the creation of Extension No. 1 of Hamburg Sewer District (the "Extension No. 1") that is necessary for the connection of the Project to the District; and

WHEREAS, The Chazen Companies has prepared a Map entitled "Proposed Wastewater Collection System," Town of Rotterdam, Schenectady County, New York

dated July 31, 2019, a copy of which is attached hereto as Exhibit "B" and made a part hereof (the "Map") addressing the creation of Extension No. 2 of the Hamburg Sewer District (the "Extension No. 2") that the Town has determined to undertake to serve a public need for sewers in that portion of the Town; and

WHEREAS, on July 11, 2018, the Town completed the SEQRA for process for the Project and associated Extension No. 1, adopting a SEQRA Statement of Findings; and

WHEREAS, the Developer submitted a valid petition from all current owners of the Real Property for the creation of the Extension No. 1 (the "Petition"); and

WHEREAS, the Town, on behalf of itself and the District, accepted the Petition and the Map and authorized the creation of the Extension No. 1; and;

WHEREAS, the Developer has agreed to undertake certain improvements and make certain payments as further described herein; and

WHEREAS, the Town has also progressed the approval and design of a further Extension to the Hamburg Sewer District to be known as Sewer District Extension 2 (Extension No. 2) and as a result a portion of Extension No. 1 is now being undertaken by the Town with a contribution, described below, from the Developer; and

WHEREAS, the Developer and Town now desire to enter into this Agreement to set forth the agreements by and between the parties with respect to the Project and the design, construction, inspection and dedication of Extension No. 1 and, as well as with respect to the construction of Extension No. 2.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and in order to set in writing the terms of their agreement, the parties do mutually covenant and agree as follows:

1. The Developer agrees to design and to undertake, at its expense, the following improvements as set forth on the Map necessary for the creation of Extension No. 1: (i) Whispering Pines On-Site Pump Station (the "Pump Station"); (ii) +/-1250 linear feet of three-inch force main sewer running from the Pump Station to Manhole 7-2-101 located in Carmen Road; and (iii) +/- 260 linear feet of directional drill crossing of the New York State Thruway (Interstate 90) (collectively, the "Extension No. 1 Improvements"). Once the specifications submitted by the Developer's engineer for the Extension No.1 Improvements (the "Specifications"), excluding that portion of the Extension No. 1 Improvements to be built as part of Extension No. 2, have been approved by the Town, the Developer shall seek competitive bids for the construction and installation of the Extension No. 1 Improvements. The Town's engineer shall inspect the Extension No. 1 Improvements upon the completion of same. The Developer agrees that the Extension No. 1 Improvements shall be commenced within sixty days (60) of the Developer's receipt of the Town approval of the specifications and the Developer's receipt of all necessary local, state and federal approvals for the Extension No. 1 Improvements and Planning Board approval of Phase 1 B of the Project and the Town determining to authorize construction of Extension No. 2. The Town agrees that if the Town has not commenced the Extension No. 2 Improvements, including those portions that were previously approved as part of the Extension No. 1 Improvements, by January

31, 2021 then the Developer may elect to install the force main from the manhole at Dunkin Donuts to the connection point at the Traffic Circle on NYS Route 7 as it was originally proposed. In the event that the Developer so elects then the funds in paragraph 2 need not be paid to the Town.

2. The Developer further agrees to place the sum of \$446000 in the Town's Capital Project Escrow account as the Developer's contribution toward the costs of that portion of the sewer previously going to be built as part of Extension No. 1, now being built in Extension No. 2 which the Developer is no longer designing or building because the Town is now designing and constructing those improvements as part of Extension No. 2 (the "Extension Improvement Payment"). The Extension Improvement Payment shall be paid to the Town by the Developer as follows: \$100,000 upon the commencement of construction of the improvements now included in Extension No. 2, i.e. the Extension No. 2 Improvements which were formerly covered in Extension No. 1; \$200,000 when the work has been 50% completed; and \$146,000 at the completion of the work by the Town. The Developer will only be obligated to make the payments in paragraph 2 if the Developer receives all necessary local, state and federal approvals for the Extension No. 1 Improvements including but not limited to Planning Board approval of Phase 1 B of the Project and, only if, the Town determines to authorize construction of Extension No. 1 and Extension No. 2 and only after any litigation is resolved.

3. The Town, acting for itself and on behalf of the District, agrees that, upon completion of the Extension No. 1 Improvements being constructed by the Developer in accordance with this Agreement and acceptance by the Town Board, which approval

shall not be unreasonably withheld, conditioned or delayed, the Town shall accept dedication of the Extension No. 1 Improvements.

4. The Town, after reviewing the site plan for Phase 1B, approved by the Town of Rotterdam Planning Commission, and related documents, agrees a 12" watermain on the Developer's site would benefit any future growth for the Town. The Town recognizes a 10" watermain is solely needed for the site development and as a result, agrees to pay for the cost difference between the 10" pipe and the 12" pipe, in the form of waiver of water connection fees, pursuant the Code of the Town of Rotterdam, Chapter 126, entitled "Schedule of Fees" and all related resolutions, in an amount not to exceed twenty thousand dollars (\$20,000).

5. Commencing upon the start of any construction or installation of improvements on any Town property or rights of way, and at all times thereafter until completion of the work thereon, the Developer shall maintain and shall cause its contractors performing the work to maintain, public liability insurance covering death or bodily injury of not less than \$1,000,000.00 for one person and \$3,000,000.00 in the aggregate and property damage coverage with limits of not less than \$500,000.00, which insurance shall name the Town as an additional insured and Worker's Compensation insurance fully covering all persons engaged in the performance of such work.

In addition, prior to obtaining any blasting permit, the Developer shall present proof that any duly licensed blasting contractor retained by the Applicant has general liability insurance in the amount of \$2,000,000.00 for each person injured, \$3,000,000 for each accident and \$3,000,000 for property damage executed by the carrier or its

authorized representative. The Certificate shall be provided to and filed with the Town of Rotterdam Town Clerk, Town Attorney and Town Building Inspector and shall provide that said policy will not be cancelled except on 30 days' notice in writing to the Town. Such liability insurance policy shall be issued by an insurance company authorized to do business in New York State and the Certificate approved as to form and sufficiency by the Town Attorney.

6. The Developer agrees that, upon completion of the Developer's portion of the Extension No. 1 Improvements (i.e. excluding that portion now being undertaken by the Town as part of the Extension No. 2 Improvements) and approval of all applicable agencies, it will both dedicate and give by good deed, the title to said improvements to the Town (or the District, if applicable) free and clear of all liens and encumbrances, noting, however, that some of the improvements may be placed on real property not owned or controlled by the Developer but within publicly owned rights of way, such as Carman Road or the New York State Thruway, and as such only title to the pipes may be transferred to the Town.

7. It is the Developer's understanding that the Town of Rotterdam Town Board decided by Resolution No. 162 of 2020, dated May 27, 2020 that the Town is forgoing the sewer connection fees in of the Hamburg Street Sewer District including Extension No. 1 and No. 2 until June 1, 2025.

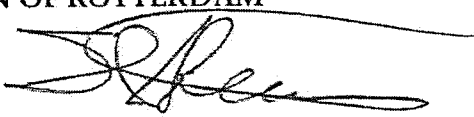
8. The parties acknowledge and agree that the Developer will not be obligated to make any payments or to undertake any of the improvements and dedications set forth herein until such time as all necessary local, state and federal approvals or

authorizations have been obtained for the Project and all pending litigation with respect to the Project or any involved sewer district or sewer district extensions has been resolved and applicable statute of limitations (as such may have been extended by Executive Order during the Covid-19 pandemic) have ended.

[SIGNATURE PAGE FOLLOWS]

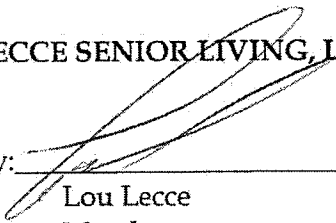
IN WITNESS WHEREOF, the parties have hereunto executed this Agreement
this 14 day of November, 2020.

TOWN OF ROTTERDAM

By: 

Steven A. Tommasone
Town Supervisor

LECCE SENIOR LIVING, LLC

By: 

Lou Lecce
Member

EXHIBIT "A"

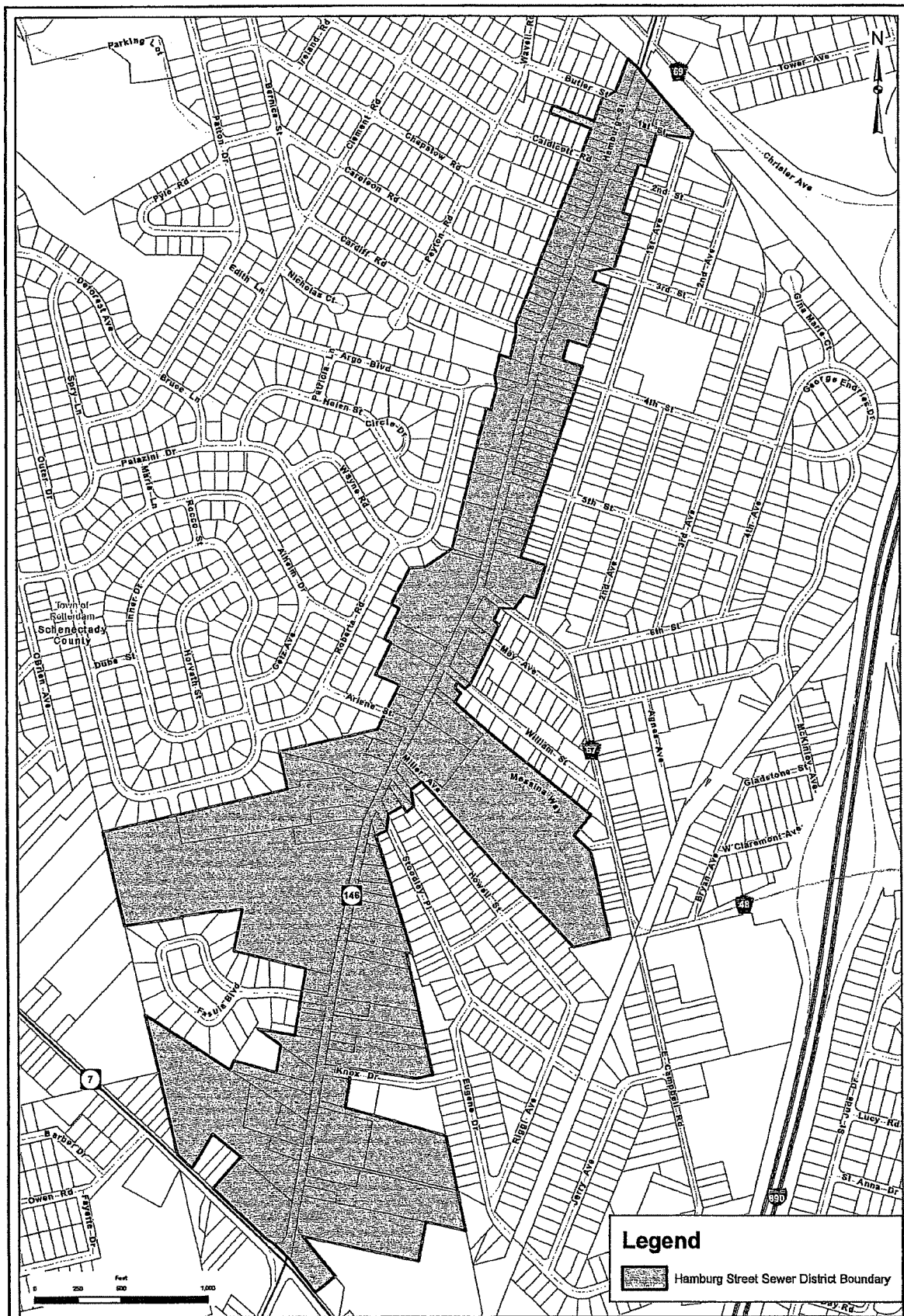
**"Proposed Wastewater Collection System, Town of Rotterdam, Schenectady County,
for Hamburg Sewer Extension No. 1 (Whispering Pines)," New York dated February
4, 2019**

SEE ATTACHED

EXHIBIT "B"

**"Proposed Wastewater Collection System, Town of Rotterdam, Schenectady County
for Hamburg Sewer Extension No. 2," New York dated July 31, 2019**

SEE ATTACHED



CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

Dutchess County Office:
21 Fox Street
Poughkeepsie, NY 12601
Phone: (845) 434-3000

Capital District Office:
647 River Street
Troy, NY 12180
Phone: (518) 273-0055

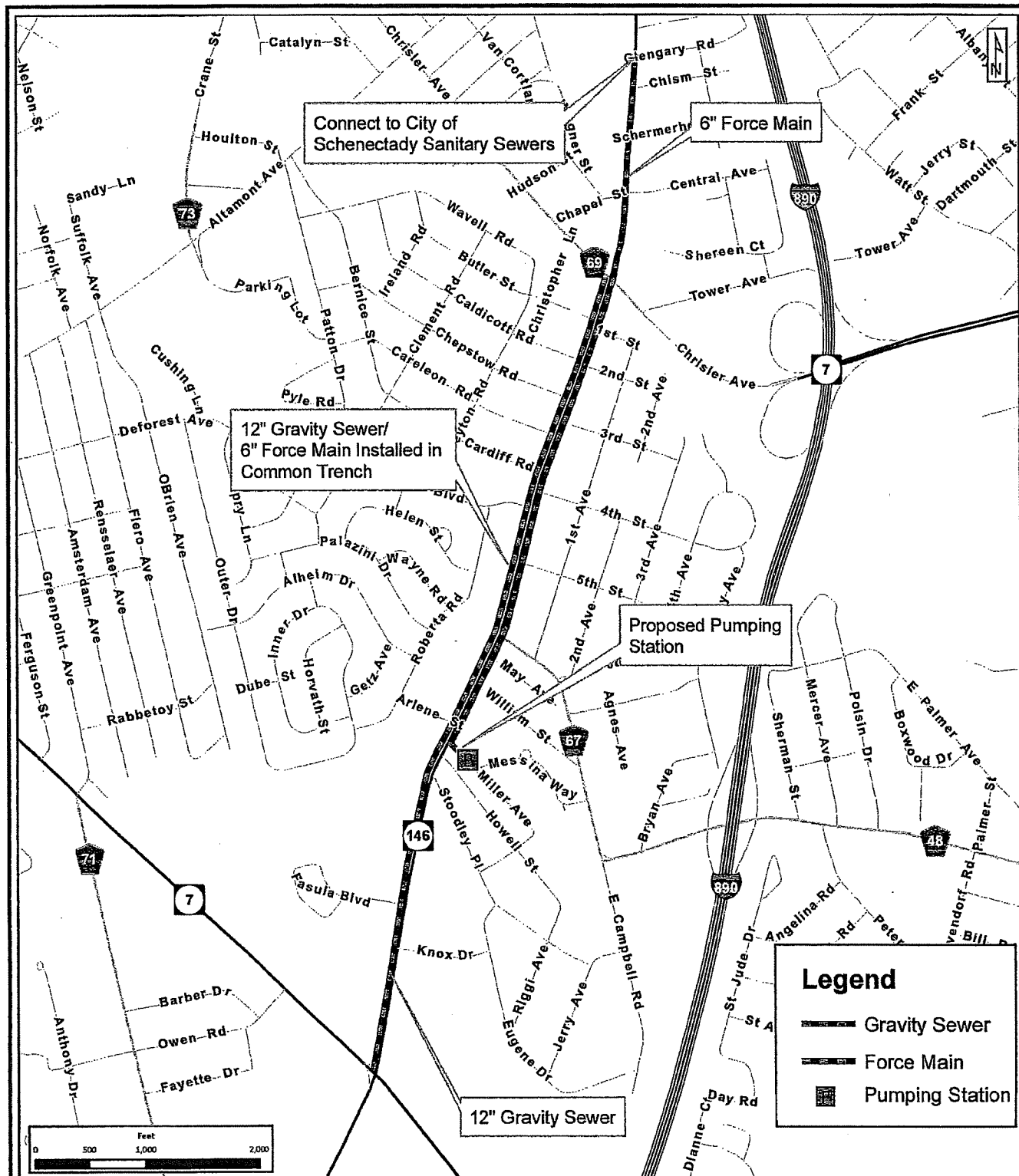
North Country Office:
375 Bay Road
Queensbury, NY 12254
Phone: (518) 812-0513

This map is a product of The Chazen Companies, Inc. It should be used for reference purposes only. No warranty or liability is made for the accuracy of this map. The Chazen Companies, Inc. expressly disclaims any responsibility or liability from the use of this map for any purpose other than its intended use.

Sanitary Sewer Collection System for Hamburg Street Sanitary Sewer District Boundary Map

Town of Rotterdam, Schenectady County, New York

Drawn:	J.L.H.
Date:	12/4/2015
Scale:	1"=500'
Project:	31593.00
Sheet:	1



THE Chazen COMPANIES
 ENGINEERS/SURVEYORS
 PLANNERS
 ENVIRONMENTAL SCIENTISTS
 LANDSCAPE ARCHITECTS

Dutchess County Office:
 21 Fox Street, Poughkeepsie, NY 12601
 Phone: (845) 454-3980

Capital District Office:
 547 River Street, Troy, NY 12180
 Phone: (518) 273-0055

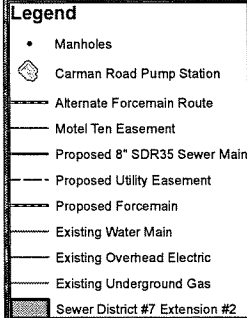
Glen Falls Office:
 100 Glen Street, Glen Falls, NY 12801
 Phone: (518) 812-0513

Sanitary Sewer Collection System for Hamburg Street

Sanitary Sewer Improvements

Town of Rotterdam, Schenectady County, New York

Drawn:	JLN
Date:	11/23/2015
Scale:	1"=14,000'
Project:	31593.00
Figure:	2



FIRST AMENDMENT TO DEVELOPER'S AGREEMENT DATED NOVEMBER 14, 2020

This **FIRST AMENDMENT** ("First Amendment") to Developer's Agreement dated November 14, 2020 is made by and between **LECCE SENIOR LIVING, LLC**, a New York limited liability company having a mailing address of 40 British American Boulevard, Latham, New York 12110, (the "Developer") and the **TOWN BOARD OF THE TOWN OF ROTTERDAM**, having offices at 1100 Sunrise Boulevard, Rotterdam, New York 12306 (the "Town") for itself and on behalf of the Hamburg Street Sewer District (the "District").

WHEREAS, the Developer and the Town are parties to that certain Developer's Agreement dated November 14, 2020 (the "Developer's Agreement"); and

WHEREAS, the Town has acquired all necessary easements and rights to authorize the construction of the improvements relating to Sewer District 7, Extension No. 2; and

WHEREAS, the Town has called for and received competitive bids pursuant to General Municipal Law § 103; and

WHEREAS, the Town is now considering awarding contracts to complete the construction of the improvements relating to Sewer District 7, Extension No. 2; and

WHEREAS, the parties are desirous of amending the Developer's Agreement as set forth herein and therefore enter into this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties do mutually covenant and agree as follows:

1. Paragraph 1 of the Developer's Agreement is hereby amended to read in its entirety as follows:

"1. (a) The Developer agrees to design and to undertake, at its expense, the following improvements as set forth on the Map necessary for Extension No. 1: (1) Whispering Pines On-Site Pump Station with Equalization (the "Pump Station"); (ii) +/- 1250 linear feet of four-inch force main sewer running from the Pump Station to Manhole 7-2-101 located in Carman Road; and (iii) +/- 260 linear feet of directional drill crossing to the New York State Thruway (Interstate 90) (collectively, the "Extension No. 1 Improvements"). Once the specifications submitted by the Developer's engineer for the Extension No. 1 Improvements (the "Specifications"), excluding that portion of Extension No. 1 Improvements to be built as part of Extension No. 2, have been approved by the Town, the Developer shall construct and install the Extension No. 1 Improvements at the

Developer's expense. The Developer agrees that the Extension No. 1 Improvements shall be commenced within sixty (60) days of the Developer's receipt of the Town's approval of the Specifications and the Developer's receipt of all necessary local, state and federal approvals for the Extension No. 1 Improvements and the Town's determination to authorize construction of Extension No. 2.

(b) The Town's Engineer shall have final review and approval authority over the design of the Extension No. 1 Improvements and the Developer shall bear the costs and expenses incurred by the Town in connection with such review (hereinafter, the "Design Review Costs"). The Town's Engineer shall provide Construction Phase Services and Construction Observation of the construction and installation of the Extension No. 1 Improvements, and the Developer shall bear the costs and expenses incurred by the Town in connection with services (hereinafter, "Construction Phase Services and Construction Observation Costs"). The Developer shall fund the Design Review Costs and the Construction Phase Services and Construction Observation Costs by depositing the sum of \$73,799.50 in the Town's Capital Project Escrow Account on or before April 1, 2022. Payment from the Town's Capital Project Escrow Account for services rendered by the Town's Engineer may be made to the Town or its designee upon receipt of properly completed and approved voucher(s) with invoice(s) relating to such services. The parties agree that the amount set forth above represents merely an estimate of the total Design Review Costs and Construction Phase Services and Construction Observation Costs remaining under the October 10, 2019 Letter Agreement between the Town and the Town's Engineer for such services, and that notwithstanding such estimate, the Developer is responsible for actual Design Review Costs and Construction Phase Services and Construction Observation Costs actually incurred by the Town.

(c) The Town agrees that if the Town has not awarded contract(s) on or before May 1, 2022 for construction of the improvements for Extension No. 2, Developer may elect to install the force main from the manhole at Dunkin Donuts to the connection point at the Traffic Circle on NYS Route 7 as originally proposed. In such event, Developer shall notify the Town in writing of such election and Developer shall not thereafter be responsible for the payment(s) required under Paragraph 2, below. Within thirty (30) days after the Town's receipt of such written notice from Developer, any

deposits made by Developer to the Town's Capital Project Escrow Account as provided for in paragraph 2, below, shall be refunded to Developer."

2. Paragraph 2 of the Developer's Agreement is hereby amended to read in its entirety as follows:

"2. (a) Except as otherwise provided in Paragraph 1, above, the Developer shall be responsible to pay \$446,000.00 towards the construction of the improvements associated with Extension No. 2.

(b) Developer shall provide security for the payment of the amount set forth in Paragraph 2(a), above, by:

(i) depositing such amount into the Town's Capital Project Escrow Account; or

(ii) providing an Irrevocable Standby Letter of Credit for such amount on such terms and in such form as may be approved by the Town; or

(iii) any combination of (i) and (ii), above, sufficient to cover the full amount for which the Developer is responsible under Paragraph 2(a), above.

Such security shall be provided in full on or before the date on which the Town awards contract(s) for the construction of improvements associated with Extension No. 2, or April 1, 2022, whichever is earlier.

(c) The amount set forth in Paragraph 2(a), above, as the Developer's responsibility shall be due and payable to the Town or its designee in accordance with the following schedule:

(i) \$100,000 shall be paid immediately upon issuance of Notice to Proceed for the contract(s) relating to the construction of improvements associated with Extension 2;

(ii) \$200,000 shall be paid immediately upon written or electronic notification from the Town or the Town's Engineer that the construction of improvements associated with Extension 2 has been 50% completed; and

(iii) \$146,000 shall be paid immediately upon the Town Engineer's determination that the construction of

improvements associated with Extension 2 has been substantially completed.

To the extent Developer has made one or more deposits into the Town's Capital Project Escrow Account pursuant to Paragraph 2(b), above, the Town shall be authorized to pay to itself or its designee from any such deposit(s) in such amount(s) as and when they become due and payable. In the event Developer fails to make any payment set forth above within thirty (30) days of written notice from the Town or the Town's Engineer that such payment is due and payable, and such payment cannot be made in full from any deposit(s) made by Developer into the Town's Capital Project Escrow Account, the Town shall be entitled to draw against the Irrevocable Standby Letter of Credit up to the amount that is due and payable. To draw against the Irrevocable Standby Letter of Credit, the Town shall present to the issuer a statement signed by an authorized representative of the Town which reads substantially as follows:

"The Town of Rotterdam hereby certifies that the draft accompanying this statement drawn under Letter of Credit No. _____ represents the amount now due the Town of Rotterdam under the terms and conditions of that certain Developer's Agreement by and between Lecce Senior Living, LLC and the Town Board of the Town of Rotterdam dated November 14, 2020, as amended (the "Developer's Agreement"), and that construction of improvements that is prerequisite to such payment, if any, has been substantially completed and has been inspected and approved by the Town's Engineer."

3. Paragraph 8 of the Developer's Agreement is hereby deleted in its entirety.
4. Each party hereto represents and warrants that all action necessary to authorize the execution of this First Amendment by such party has been duly taken.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto executed this First Amendment on this 4th day of March, 2022.

LECCE SENIOR LIVING, LLC

By: 
Lou Lecce, Member

TOWN OF ROTTERDAM

By: _____
Mollie A. Collins, Supervisor

RESOLUTION NO. 111.22

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

THEREFORE, UPON MOTION OF Councilmember _____, seconded by

Councilmember _____, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The town clerk's report for the month of February 2022, has been placed on file and the town clerk's check in the amount of four thousand three hundred twenty five dollars and 28/100 (\$4,325.28) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective March 9, 2022.

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: **March 1, 2022**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for **February 2022, \$4,325.28** in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: **March 9, 2022**

TO BE PLACED ON TOWN BOARD MEETING OF: **March 9, 2022**

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of **March 9, 2022**

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: DIANE M. MARCO, TOWN CLERK

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	1	0.28
			Sub-Total:	\$0.28
Dog Licensing	Female, Spayed	A2544	49	686.00
Dog Licensing	Female, Unspayed	A2544	11	187.00
Dog Licensing	Male, Neutered	A2544	51	714.00
Dog Licensing	Male, Unneutered	A2544	10	170.00
			Sub-Total:	\$1,757.00
Ez pass	Ez Pass	A1255	1	25.00
			Sub-Total:	\$25.00
GENERAL LIC.	Waste Hauler Permit		20	1,500.00
			Sub-Total:	\$1,500.00
Late Fees	Late Fee -Dog Renewal	A1550	14	140.00
			Sub-Total:	\$140.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	2	35.00
			Sub-Total:	\$35.00
Misc	Impoundment Fees - Dogs	A1550	1	10.00
			Sub-Total:	\$10.00
MISC. FEES	Certified Copies	A1255	103	1,030.00
			Sub-Total:	\$1,030.00
Senior Discount	Senior Discount	A2544	32	-317.00
			Sub-Total:	-\$317.00
Taxicab License	Taxi	A2545	1	125.00
			Sub-Total:	\$125.00
Town Portion	Games Chance Permits		2	20.00
			Sub-Total:	\$20.00

Total Local Shares Remitted: \$4,325.28

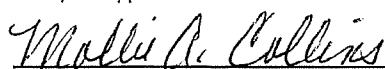
Amount paid to: NYS Ag. & Markets for spay/neuter program _____ 163.00
Amount paid to: NYS Environmental Conservation _____ 4.72
Amount paid to: State Comptroller for Games of Chance _____ 30.00
Amount paid to: State Health Dept. For Marriage Licenses _____ 45.00

Total State, County & Local Revenues: \$4,568.00

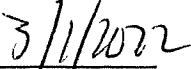
Total Non-Local Revenues: \$242.72

To the Supervisor:

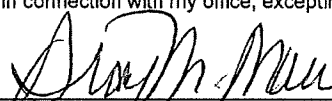
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.



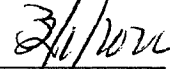
Supervisor



Date



Town Clerk



Date

*Monthly Worksheet of Daily Work
February 2022*

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	BINGO/ GAMES CHANCE	GAMES CHANCE	TOWN PORTION	EZ PASS
2/1/2022	\$150.00	\$0.00	\$0.00	\$0.00	\$60.00	\$7.00	\$53.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/2/2022	\$130.00	\$0.00	\$0.00	\$0.00	\$70.00	\$6.00	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/3/2022	\$265.00	\$0.00	\$0.00	\$0.00	\$185.00	\$18.00	\$167.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/4/2022	\$75.00	\$0.00	\$0.00	\$0.00	\$65.00	\$7.00	\$58.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/7/2022	\$230.00	\$0.00	\$0.00	\$0.00	\$85.00	\$8.00	\$77.00	\$0.00	\$0.00	\$0.00	\$25.00	\$15.00	\$10.00	\$0.00
2/8/2022	\$1,731.00	\$0.00	\$0.00	\$0.00	\$91.00	\$10.00	\$81.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/9/2022	\$161.00	\$0.00	\$0.00	\$0.00	\$131.00	\$16.00	\$115.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/10/2022	\$125.00	\$0.00	\$0.00	\$0.00	\$75.00	\$5.00	\$70.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
2/11/2022	\$181.00	\$0.00	\$0.00	\$0.00	\$61.00	\$7.00	\$54.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/14/2022	\$155.00	\$0.00	\$0.00	\$0.00	\$125.00	\$11.00	\$114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/15/2022	\$410.00	\$0.00	\$0.00	\$0.00	\$105.00	\$11.00	\$94.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/16/2022	\$130.00	\$0.00	\$0.00	\$0.00	\$85.00	\$8.00	\$77.00	\$0.00	\$0.00	\$0.00	\$25.00	\$15.00	\$10.00	\$0.00
2/17/2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/18/2022	\$160.00	\$0.00	\$0.00	\$0.00	\$115.00	\$14.00	\$101.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
2/22/2022	\$280.00	\$0.00	\$0.00	\$0.00	\$110.00	\$15.00	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/23/2022	\$110.00	\$5.00	\$4.72	\$0.28	\$75.00	\$5.00	\$70.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/24/2022	\$45.00	\$0.00	\$0.00	\$0.00	\$45.00	\$3.00	\$42.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/25/2022	\$55.00	\$0.00	\$0.00	\$0.00	\$45.00	\$3.00	\$42.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/28/2022	\$175.00	\$0.00	\$0.00	\$0.00	\$75.00	\$9.00	\$66.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
Audited by dmm 2/28/2022	\$4,568.00	\$5.00	\$4.72	\$0.28	\$1,603.00	\$163.00	\$1,440.00	\$80.00	\$45.00	\$35.00	\$50.00	\$30.00	\$20.00	\$25.00

RESOLUTION NO. 112.22

**A RESOLUTION ACCEPTING TOWN BOARD MEETING MINUTES OF THE
FEBRUARY 23, 2022 TOWN BOARD MEETING**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the February 23, 2022 town board meeting as attached.

SECTION 2. This resolution shall become effective March 9, 2022.

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: **March 1, 2022**

TO: **Mollie A. Collins, Supervisor**

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **February 23, 2022 Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **March 9, 2022**

TO BE PLACED ON TOWN BOARD MEETING OF: **March 9, 2022**

Background Information: Attached. To adopt the meeting minutes from the **February 23, 2022 Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **March 9, 2022.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

February, 25, 2022

Certified Resolutions: #84.22-#88.22, and #90.22-#99.22 for the year 2022 were duly adopted. **Resolution # 89.22 failed** at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, February 23, 2022. The Town Board Agenda review started at approximately 6:30 p.m. and at approximately 6:49 p.m. the agenda review was adjourned. All agreed to adjourn the agenda review meeting. **Motion#12** was made by Councilmember Dodson and seconded by Councilmember Mastroianni to close the public hearing on Residency, all agreed. **Motion #13** was made by Councilmember Dodson and seconded by Mastroianni on Chapter 266-46 to close the public hearing to add stop sign, all agreed. **Motion #14** was made by Councilmember Mastroianni and seconded by Councilmember Dodson to close the public hearing on Chapter 266-52 for no parking, all agreed. **Motion#15** was made by Councilmember Miller-Herrera and seconded by councilmember Mastroianni to add on Resolution 100.22 that motion failed to add on resolution 100.22.

The Town Board regular scheduled meeting started at approximately 7:00 p.m. The Town Board meeting was adjourned at approximately 7:47 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Meeting.

Councilmember Christou was absent

Diane M. Marco

Diane M. Marco, Town Clerk

February 18, 2022

By Email

Town Board of the Town of Rotterdam

Town Clerk of the Town of Rotterdam

Re: Resolution No. 89.22

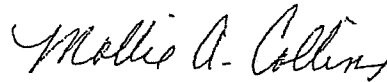
Dear Town Board Members and Town Clerk:

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. 89.22, currently on the agenda for the Town Board meeting scheduled for February 23, 2022, 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 February 23, 2022 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 February 23, 2022 meeting.

Very truly yours,

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

Mollie A. Collins, Supervisor

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

MEETING OF THE
ROTTERDAM TOWN BOARD
FEBRUARY 23, 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

- Public Hearing on Introductory Local Law No. 2 of 2022 – To amend chapter 60, Residency Requirements, of the Town Code of The Town of Rotterdam
- Public Hearing on Introductory Local Law No. 3 of 2022 – A Local Law to Amend Chapter 266, Section 266-46, to add a stop sign at Puritan Drive at Bayberry Road
- Public Hearing on Introductory Local Law No. 4 of 20922 – A Local Law to Amend Chapter 266, Section 266-52, to designate No Parking Anytime on certain portions of Lawn Avenue

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

MOTIONS

- 12.22** Made to close Public Hearing on Residency
- 13.22** Made to close Public Hearing on Chapter 266-46
- 14.22** Made to close Public Hearing on Chapter 266-52
- 15.22** Made to add on resolution 100.22 **FAILED**

RESOLUTIONS

- 84.22** Requesting BIDS for Chlorine Gas
- 85.22** Requesting BIDS for Highway Materials – Concrete block caps, manhole grates and frames
- 86.22** Requesting BIDS for Highway Materials – Crushed limestone, gravel and sand
- 87.22** Requesting BIDS for Tree Cutting and Removal services
- 88.22** Requesting BIDS for Highway Pipes – Water and end sections, round corrugated plastic pipe, and plastic underground perforated pipe
- 89.22** To amend and restate section 1 of Resolution No. 21.22 of the year 2022 **FAILED**
- 90.22** To authorize the Supervisor to execute a contract with the Art Center and Theater (Open Stage Theater)
- 91.22** To adopt updates to the Schenectady County Hazard Mitigation Plan
- 92.22** To approve budget transfers of the 2021 year
- 93.22** To approve budget transfers of the 2022 year
- 94.22** To authorize an amendment of professional services contract for Carmen Road – Sewer 7 EXT. 2

95.22 To enact introductory Local Law No. 1 of the 2022-year Version 2

96.22 To enact introductory Local Law No. 2 of the 2022 year

97.22 To enact introductory Local Law No. 3 of the 2022 year

98.22 To enact introductory Local Law No. 4 of the 2022 year

99.22 To adopt meeting minutes from the February 9, 2022, Town Board Meeting

COMMITTEE REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

MOTION 12-22

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, February 23, 2022, at 7:00 p.m., the following motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close the public hearing on residency.

SECTION 2. This motion shall become effective February 23, 2022

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on February 23, 2022, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 25, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk



MOTION 13-22

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, February 23, 2022, at 7:00 p.m., the following motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close the public hearing on Chapter 266-46.

SECTION 2. This motion shall become effective February 23, 2022

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on February 23, 2022, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 25, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk



MOTION 14-22

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, February 23, 2022, at 7:00 p.m., the following motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close the public hearing on Chapter 266-52

SECTION 2. This motion shall become effective February 23, 2022

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on February 23, 2022, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 25, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk



MOTION 15-22 FAILED

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, February 23, 2022, at 7:00 p.m., the following Motion **Failed**.

THEREFORE, UPON MOTION OF Councilmember **MILLER-HERRERA**, seconded by Councilmember **MASTROIANNI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Before we close out our resolutions, I would like to make a motion to add 100.22 to amend and restate resolution 21.22 of the 2022 and that would be to add Water Treatment operator Ian Bonthron at an hourly rate of \$35.00 and I would like to speak on it.

SECTION 2. This motion shall become effective February 23, 2022

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion failed by the Town Board of the Town of Rotterdam on February 23, 2022, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 25, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 84.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

REQUESTING BIDS FOR CHLORINE GAS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Chlorine Gas.

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Monday, the 14th day of March 2022, at 11:00 a.m., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

CHLORINE GAS

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

**ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY OR IN PERSON
PRIOR TO 11:00 A.M., MONDAY, MARCH 14, 2022.**

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

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

SECTION 3. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

Dated: February 23, 2022

BidNet: Please publish on February 25, 2022

Daily Gazette: Please publish on February 26, 2022

Town Clerk Post

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 **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 85.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

REQUESTING BIDS FOR HIGHWAY MATERIALS CONCRETE BLOCKS, CAPS, MANHOLE BLOCKS, MANHOLE GRATES AND FRAMES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for highway materials (concrete blocks, caps, manhole blocks, manhole grates and frames).

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 23rd day of March, 2022 at 10:00 am, will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS (CONCRETE BLOCKS, CAPS, MANHOLE BLOCKS, MANHOLE GRATES AND FRAMES)

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

**ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY OR IN PERSON
PRIOR TO 10:00 A.M., WEDNESDAY, MARCH 23, 2022**

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

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

SECTION 3. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

Dated: February 23, 2022

BidNet: Please publish on February 25, 2022

Daily Gazette: Please publish once on February 26, 2022

Town Clerk Post

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 **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 86.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

REQUESTING BIDS FOR HIGHWAY MATERIALS (CRUSHED LIMESTONE, GRAVEL AND SAND)

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials (crushed limestone, gravel and sand).

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 23rd day of March, 2022, at 10:15 a.m., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS (CRUSHED LIMESTONE, GRAVEL AND SAND)

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

**ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY OR IN PERSON
PRIOR TO 10:15 A.M., WEDNESDAY, MARCH 23, 2022**

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

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

SECTION 3. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

Dated: February 23, 2022

BidNet: Please publish on February 25, 2022

Daily Gazette: Please publish once on February 26, 2022

Town Clerk Post

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 **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 87.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

REQUESTING BIDS FOR TREE CUTTING AND REMOVAL SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for tree cutting and removal services.

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 23rd day of March, 2022, at 10:30 a.m., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

TREE CUTTING AND REMOVAL SERVICES

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

**ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY OR IN PERSON
PRIOR TO 10:30 A.M., WEDNESDAY, MARCH 23, 2022**

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

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

SECTION 3. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

Dated: February 23, 2022

BidNet: Please publish on February 25, 2022

Daily Gazette: Please publish once on February 26, 2022

Town Clerk Post

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 **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 88.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

REQUESTING BIDS FOR HIGHWAY PIPES (WATER TIGHT & END SECTIONS, ROUND CORRUGATED PLASTIC PIPE, AND PLASTIC UNDERGROUND PERFORATED PIPE)

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Pipes (Water tight & end sections, Round corrugated plastic pipe, and Plastic underground pipe).

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 23rd day of March, 2022, at 10:45 a.m., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by the close of business the same day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY PIPES (WATER TIGHT & END SECTIONS, ROUND CORRUGATED PLASTIC PIPE, AND PLASTIC UNDERGROUND PERFORATE PIPE)

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

**ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY OR IN PERSON
PRIOR TO 10:45 A.M.,
WEDNESDAY, MARCH 23, 2022**

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

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

SECTION 3. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

Dated: February 23, 2022

BidNet: Please publish on February 25, 2022

Daily Gazette: Please publish once on February 26, 2022

Town Clerk Post

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 **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 89.22 FAILED

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, February 23, 2022, at 7:00 p.m., the following resolution **FAILED**:

TO AMEND AND RESTATE SECTION 1 OF RESOLUTION NO 21.22 OF THE YEAR 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed/restated to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2022 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$ 3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$ 3,500

Clerk- Part Time

Donna Larsen Hourly Rate \$ 19.50

Traffic Liaison

Edward H. Scholz, Jr. Hourly Rate \$ 29.86

(Maximum of \$12,500.00 for the year 2022)

School Traffic Officer

Floyd Rorick Hourly Rate \$ 15.00

(Maximum of 4 hours daily)

DPW Advisor-Part-Time

Michael Maher Hourly Rate \$38.50

COVID Compliance

Megan Griffin Annual Stipend \$2,500

Administrative Records Specialist – Part Time

Lynn Fiorillo Hourly Rate \$19.50

Public Works Advisor – Part Time

Michael T. Maher Hourly Rate \$38.50

(Maximum of 17.5 hours per week)

Assistant Director to Public Works

Matt Lupi Annual Stipend \$3,500

Social Media

VACANT Annual Stipend \$2,000

Clerk- Part Time

Phyllis Horvath Hourly Rate \$19.00

Storm Water Officer

Ryan Coulter	Annual Stipend \$3,500
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Storm Water Manager – Part-Time

Mary Barrie Hourly Rate \$25.00

Senior Payroll Audit Clerk

Carol Connelly Hourly Rate \$35.00

(Not to exceed 12 hours per week)

Water Treatment Plant Operator

Clark Collins Hourly Rate \$35.00

Water Treatment Plant Operator

Ian Bonthron Hourly Rate \$35.00

SECTION 2. This resolution shall become effective February 23, 2022

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution failed by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 90.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to execute a contract with the Arts Center and Theatre of Schenectady, doing business as Proctors, located at 423 State Street, Schenectady, New York 12305, in an amount not to exceed five thousand and 0/100 dollars (\$5,000.00), annually for the year 2022.

SECTION 2. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 91.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

A RESOLUTION BY THE TOWN OF ROTTERDAM ADOPTING UPDATES TO THE SCHENECTADY COUNTY HAZARD MITIGATION PLAN

WHEREAS, NYSDHSES and Schenectady County, led an update to the Schenectady County Hazard Mitigation Plan adopted in 2016; and,

WHEREAS, the Schenectady County Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and,

WHEREAS, the Town of Rotterdam is a local unit of government that has afforded the citizens an opportunity to comment and provide input on the plan and the actions in the plan; and,

WHEREAS, the Town of Rotterdam has reviewed the plan and the proposed updates and affirms that the plan will be updated no less than every five years; and,

WHEREAS, the Town of Rotterdam Planning Department proposes adoption of the updated Draft Hazard Mitigation Plan available for viewing at:
<https://schenectady.mitigateny.org>

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

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Schenectady County Hazard Mitigation Plan as this jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions in the plan.

SECTION 2. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 92.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO APPROVE BUDGET TRANSFERS OF THE 2021 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **gas** transfers to the various accounts for 2021 are hereby audited and approved:

GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
A-1355.4302 Assessor	A 5132.4304	\$
A-1620.4302 Buildings	"	
A-3120.4302 Police	"	18,144.82
A-3310.4302 Traffic	"	417.43
A-3410.4302 Fire Dist. & Ambul	"	2,557.66
A-3510.4302 Control of Dogs	"	
A-3620.4302 DPW Gasoline	"	464.39
A-7110.4302 Parks	"	1,518.91
A-8189.4302 Landfill	"	
A-6772-4302 Sr.Center	"	

HIGHWAY FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
DA-5140.4304 Unleaded Gas for Trucks	A 5132.4304	\$ 1,354.20
DA-5142.4304 Unleaded Gas for Trucks	"	1,821.27

SEWER DISTRICT NO. 2 O & M

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
SS2-8120.4302 Gasoline	A 5132.4304	\$ 1,131.18

WATER DISTRICT NO. 5 O & M

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
SW5-8340.4302 Gasoline	A 5132.4304	\$ 1,286.27

SECTION 2. . Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **diesel** transfers to the various accounts for 2021 are hereby audited and approved:

GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
	DA 5148. 4304	
A-3410.4302 Fire Dist. & Ambul"		\$1,487.52
A-8160.4162 Compost	"	
A-7110.4302 Parks		38.04
A-8189.4302 Landfill	"	1,870.63

HIGHWAY FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
DA-5142.4304 Diesel for Trucks	DA 5148.4304	\$4,990.87
DA-5140.4304 Diesel for Trucks	"	7,947.04

SEWER DISTRICT NO. 2 O & M

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
SS2-8120.4302 Gasoline	DA 5148.4304	\$ 423.35

WATER DISTRICT NO. 5 O & M

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
SW5-8340.4302 Gasoline	DA 5148.4304	\$ 422.88

SECTION 3. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



Does your community have water quality infrastructure that is outdated or in need of repair? The Environmental Facilities Corporation needs your help to ensure we can fund as many water quality infrastructure projects as possible in upcoming years. We need local governments and other eligible recipients to participate in the Clean Watersheds Needs Survey (CWNS). Your participation is critical to ensure New York State continues to receive a high level of funding for water quality infrastructure projects. For more information, please see the attached flyer.

RESOLUTION NO. 93.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO APPROVE BUDGET TRANSFERS TO THE 2022 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Traffic Control

From: A 3310 4115 Traffic Safety Lights and Cones	Amount \$49.24
To: A 3310 4111 Signs Posts Paints ETC	Amount \$49.24

Garage

From: A 5132 2000 Office Equipment	Amount \$1600.00
To: A 5132 4303 Gas pump Maint Garage	Amount \$1600.00

SECTION 2. This resolution shall become effective February 23, 2022

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 94.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

**TO AUTHORIZE AN AMENDMENT OF PROFESSIONAL SERVICES CONTRACT FOR
CARMAN ROAD-SEWER 7 EXT. 2**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to sign an agreement with LaBella not to exceed \$60,000 for the modifications of their professional services for Carman Road- Sewer 7 Ext. 2.

SECTION 2. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 95.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO ENACT INTRODUCTORY LOCAL LAW NO. 1 OF 2022 (VERSION 2)

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 enacts Introductory Local Law No. 1 of 2022 (Version 2)

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. The Senior Planner is hereby directed, following consultation with the Attorney to the Town, to file a report of final action with the Schenectady County Department of Economic Development and Planning.

SECTION 4. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 96.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO ENACT INTRODUCTORY LOCAL LAW NO. 2 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 enacts Introductory Local Law No. 2 of 2022

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 97.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO ENACT INTRODUCTORY LOCAL LAW NO. 3 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 enacts Introductory Local Law No. 3 of 2022

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 98.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO ENACT INTRODUCTORY LOCAL LAW NO. 4 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 enacts Introductory Local Law No. 4 of 2022

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 99.22

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, February 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

A RESOLUTION ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the February 9, 2022 town board meeting as attached.

SECTION 2. This resolution shall become effective February 23, 2022.

DATED: February 23, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **February 23, 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 **February 25, 2022**.



Diane M. Marco

Diane M. Marco, Town Clerk