

MEETING OF THE ROTTERDAM TOWN BOARD

January 1, 2024

1:00 PM

Organizational Meeting

Swearing in Ceremonies 1:00 pm

Supervisor Mollie A. Collins – Sworn in by Kenna Collins

Councilmember Teri Gallucci – Sworn in by Glenn Gallucci

Councilmember Ronald Schlag – Sworn in by Alex Schlag

Highway Superintendent Larry LaMora – Sworn in by Lorenzo Mastrianni

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

- For the enactment of Introductory Local Law No. __ of 20__ relating to establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants.

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.

PUBLIC HEARING

1/1/2024

For the enactment of Introductory Local Law No. ___ of 20__ relating to establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a twelve (12) month moratorium on solar farms and solar power plants.

TOWN OF ROTTERDAM
LOCAL LAW NO. __ OF THE YEAR 2023

A LOCAL LAW TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022

SECTION 1. Authorization

This local law is enacted pursuant to the provisions of New York's Town Law and Municipal Home Rule Law.

SECTION 2. Title and Purpose

This law shall be known as and may be cited as Local Law No. __ of 2023 and shall be referred to as the "Local Law Extending and Imposing Six-Month Moratorium on New Large-Scale Solar Use Projects in the Town of Rotterdam"

SECTION 3. Legislative Finding

The Town passed a Moratorium on Large-Scale Solar Use Projects that expires on December 16, 2023. The Town believes it is necessary to extend the Moratorium on new projects to enable the Town to continue to evaluate and possibly revise certain provisions of the Code. The proposed moratorium will not apply to projects that have previously obtained final approvals for Large-Scale Solar Use.

SECTION 4. Amendment

Local Law 9 of 2022, "A Local Law to Establish a 12- Month Moratorium on Solar Farms and Solar Power Plants", at Section 4(A) and 4(B) "Moratorium" shall be amended as follows:

- A. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

- B. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5. Validity and Severability

Should the removal of any word, section, clause, paragraph, sentence, part or provision of this local law be declared invalid by a Court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

SECTION 6. Repeal, Amendment and Supersession of Other Laws

All other ordinances or local laws of the Town of Rotterdam which are in conflict with the provisions of this local law are hereby superseded or repealed to the extent necessary to give this local law force and effect.

SECTION 7. Effective Date

This Local Law shall take effect immediately upon filing with the New York Department of State and shall remain in force and effect for a period of six (6) months from the date of such filing.

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING
Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 12-27-23
Case No. R-17-23
Returned 12-28-23

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

Municipality:
Town of Rotterdam

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

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

ACTION: ☒ Zoning Code/Law Amendment ☐ Special Permit
☐ Zoning Map Amendment ☐ Use Variance
☐ Subdivision Review ☐ Area Variance
☐ Site Plan Review ☐ Other (specify) Moratorium

PUBLIC HEARING OR MEETING DATE: January 1, 2024

SUBJECT: Town of Rotterdam – Solar Moratorium. Local Law to amend Chapter 270 of the Town Code of the Town of Rotterdam in regards to a 6 month moratorium on Solar Farms and Solar Power Plants.

REQUIRED ENCLOSURES:	1. Public hearing notice & copy of the application. 2. Map of property affected. (Including Tax Map I.D. number if available) 3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.
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1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.
2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:
 - ☐ the boundary of any city, village or town;
 - ☐ the boundary of any existing or proposed County or State park or other recreation area;
 - ☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
 - ☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
 - ☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
 - ☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Peter Comenzo Title: Sr. Planner

Address: 1100 Sunrise Boulevard Schenectady, NY 12306

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

Signature

Date: 12/27/23



PLANNING & ZONING COORDINATION REFERRAL

Case No. R-17-23

Applicant Town Board

Referring Officer Peter Comenzo

Municipality Rotterdam

Considerations: Amendment to previous local law extending a moratorium on the review and approval of large-scale solar projects for 6 additional months.

RECOMMENDATION

Receipt of zoning referral is acknowledged on December 27, 2023. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

- ☐ *Approve of the proposal.
- ☒ Defer to local consideration (No significant county-wide or inter-community impact)
- ☐ Modify/Conditionally Approve. Conditions:

☐ Advisory Note:

☐ Disapprove. Reason:

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

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

12/26/23

Date

Ray Gillen / SP
Ray Gillen, Commissioner
Economic Development and Planning



Town of Rotterdam
Office of the Planning Commission

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

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

Resolution Number PC37-2023
Moved by Mr. Collins seconded by Mr. Miglucci

Resolution Adopting a Report and Recommendation on a proposed Local Law for a six month extension on a Moratorium for Solar Farms and Solar Power Plants

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") is currently considering a six (6) month extension to Introductory Local Law No. 9 of 2022, a local law that established a 12-month moratorium on solar farms and solar power plants; and

WHEREAS, the Town Board referred the proposed local law to the Planning Commission on December 13, 2023 for a report and recommendation thereon; and

WHEREAS, the Planning Commission reviewed the proposed local law at its regularly scheduled meeting held on December 19, 2023; and

WHEREAS, the Planning Commission has deliberated on a proposed six (6) month extension on the moratorium on solar farms and solar power plants in the Town of Rotterdam;

NOW, THEREFORE, upon motion of Member Collins, seconded by Member Miglucci,

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

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

Local Law #9 of 2022 established a 12-month moratorium on the acceptance, review, continued review, holding of a hearing, or decision, on any application seeking approval under the Town of Rotterdam Zoning Code for solar farms or solar power plants, as those terms are defined in the Town's Zoning Code. In addition, the local law established a 12-month moratorium on the acceptance, consideration, review, continued review, and decision upon any site development permits or building permits for any solar farm or solar power plant, unless the solar farm or solar power plant underwent a review by the Town Planning Commission for special use permit and site plan approval and was granted those approvals prior to the effective date of the local law.

The Town Board is considering a six-month extension to this moratorium. The purpose of the moratorium, as set forth in Section 2 of the local law, was to provide the Town Board with time, free of development pressure, to consider whether, where, and under what circumstances solar farms/solar power plants should be permissible and whether and to what extent additional or different performance standards should be adopted, particularly considering the Town's update the Town's Comprehensive Plan. The Town also decided in

July 2022 to retain a consultant for the purpose of providing technical assistance in updating the Town's existing land use regulations for solar energy projects. This action was taken by the Town Board due to the increasing size of solar farm/solar power plant proposals over the last few years in relation to the Town's existing performance standards.

2. The Planning Commission hereby adopts a **positive recommendation** on the proposed six-month extension on the Solar Moratorium for the following reasons:

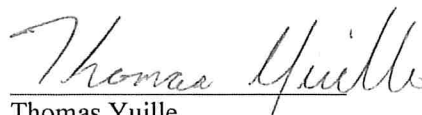
The Planning Commission believes the moratorium extension is necessary to give the Energy Committee additional time to complete their work. It will also give the Town Designated Engineer and Town Staff additional time to review proposed updates to the Town Code. Additionally, it will give our Town Board time to assess whether large scale solar farms and solar projects provide benefits to the Town and its residents; to assess whether large scale solar farms and solar projects impact property values; to consider whether the Town should adopt legislation, similar to that adopted elsewhere in the area, concerning host community benefits from large scale solar farms and solar projects; to assess the sufficiency of the Town's current regulations concerning performance standards, decommissioning and decommissioning security; to provide additional education to Planning Commission members to provide them with the knowledge needed to make prudent decisions concerning solar farm/solar power plant applications and to investigate and consider adoption of legal mechanisms to ensure that revenue is generated from such projects.

The Planning Commission has seen the scale of proposed solar farms/solar power plants increase substantially and the technology of solar energy projects change dramatically over the past few years, and the performance standards currently in place are in need of review and revision to keep pace with these changes.

The Planning Commission further believes this moratorium extension is appropriate considering the time and effort that the Energy Committee has put forth in formulating draft regulations that are anticipated to be forwarded to the Town in the very near future.

<u>Member</u>	<u>Yes</u>	<u>No</u>
Wayne Calder (absent)		
Mark D'Alessandro (absent)		
Clark Collins	X	
Joseph Signore	X	
Lynn Flansburg	X	
Thomas Yuille	X	
Joseph Miglucci	X	


Peter J. Comenzo
Senior Planner


Thomas Yuille
Planning Commission Chairman

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 Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 361.23

TO RECOGNIZE THE INTRODUCTION OF LOCAL LAW NO. __ OF 2023 TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022 AND SCHEDULE A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. __ of 2023 to establish an amendment and six (6) month extension to Local Law 9 of 2022 which established a twelve (12) month moratorium on solar farms and solar power plants.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. __ of 2023 is a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (36), and therefore no further SEQRA review is required.

SECTION 3. The Town Board hereby refers Introductory Local Law No. __ of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. The Town Board hereby authorizes and directs the Senior Planner to refer Introductory Local Law No. __ of 2023 to the Schenectady County Department of Economic Development & Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 5. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 1st day of January, 2024 for the following purpose:

For the enactment of Introductory Local Law No. __ of 2023 relating to establishing an amendment and six (6) month extension of Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants.

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

DATED: December 13, 2023

Daily Gazette: Please publish once on December 17, 2023

Town Clerk

Post

SECTION 6. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
[HTTPS://DOS.NY.GOV](https://dos.ny.gov)

KATHY HOCHUL
GOVERNOR
ROBERT J. RODRIGUEZ
SECRETARY OF STATE

December 28, 2022

Diane M Marco
Rotterdam Town Clerk
John F Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam NY 12306

RE: Town of Rotterdam, Local Law 9 2022, filed on December 16 2022

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492



**Department
of State**

RECEIVED
JAN 03 2022
TOWN OF ROTTERDAM
TOWN CLERK'S OFFICE

TOWN OF ROTTERDAM

Diane M. Marco
Town Clerk



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

December 15, 2022

New York State Department of State
Bureau of State Records and Law
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231-0001

RE: Filing of Town of Rotterdam Local Law 9-2022 Solar

To Whom It May Concern:

Enclosed are forms required to file Local Law **9-2022**, adopted by the Town Board of the Town of Rotterdam meeting held on December 14, 2022.

If you are in need of anything else please feel free to call my office.

Sincerely,

Diane M. Marco

Diane M. Marco
Town Clerk

Enclosure

**TOWN OF ROTTERDAM
NOTICE OF HEARING
PLEASE TAKE NOTICE:**
That the Town Board of
the Town of Rotterdam
will hold a public hear-
ing at the John F. Kirvin
Government Center,
Town Hall, 1100 Sunrise
Boulevard, Rotterdam,
New York 12306 at 7:00
p.m. on the 14th day of
December, 2022 for the
following purpose:
For the enactment of
Introductory Local Law
No. 10 of 2022 relating
to the establishment of
a 12-month moratorium
on solar farms and solar
power plants.
**BY ORDER OF THE ROT-
TERDAM TOWN BOARD
DIANE M. MARCO,
TOWN CLERK
DATED: Novem-
ber 18, 2022
11/23 2490128**

Local Law Filing

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

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

☐ County ☐ City ☒ Town ☐ Village
(select one)

of Rotterdam

Local Law No. 9 of the year 2022

**A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON SOLAR FARMS
AND SOLAR POWER PLANTS**

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

See attached.

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

TOWN OF ROTTERDAM

LOCAL LAW NO. 9 OF THE YEAR 2022

A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

SECTION 1 - TITLE

This local law shall be referred to as “A Local Law to Establish a 12-Month Moratorium on Solar Farms and Solar Power Plants”.

SECTION 2 - PURPOSE

The Town of Rotterdam is currently engaged in a process to update its current Comprehensive Plan, which was adopted in 2001. The process to update the current Comprehensive Plan began in 2019, when a Comprehensive Plan Advisory Committee was established and a planning consultant was engaged. Since that time, the Comprehensive Plan Advisory Committee, with the assistance of the planning consultant and Town of Rotterdam staff, has worked on collecting data and input from a number of sources, including from the public, developing a draft vision, goals, and recommendations. The Comprehensive Plan Advisory Committee held a public hearing on the draft Comprehensive Plan Update and ultimately sent the draft Comprehensive Plan Update to the Town Board for commencement of the adoption process. The Town Board has conducted a public hearing on the draft Comprehensive Plan Update over the course of several months, at which it became clear that while residents supported the draft Comprehensive Plan Update, they were increasingly concerned that large solar farm/solar power plant projects could be in conflict with the goals of the draft Comprehensive Plan Update, once adopted.

In addition and separately from the Comprehensive Plan Update process, in July, 2022, the Town Board authorized retention of a consultant for purposes of providing technical assistance in updating the Town of Rotterdam’s existing land use regulations for solar energy projects.

As the Town was engaged in the Comprehensive Plan Update process, which is not yet complete, and while it has engaged a consultant to provide technical

assistance to the Town in updating the Town's existing regulations governing solar energy projects, the Town has also witnessed increased pressure from developers seeking approval to construct solar farms/solar power plants, which are currently permissible under the Town's current zoning in the A Agricultural, I-1 Light Industrial, and I-2 Heavy Industrial zoning districts upon issuance of a special use permit and site plan approval by the Town Planning Commission. Although the Town's zoning law includes certain performance standards that are intended to minimize the impact of solar farm/solar power plant developments, those performance standards were developed at a time when the scale of solar farm/solar power plants that were under consideration in the Town of Rotterdam was much smaller than today. Over the course of the past two years, the scale of proposed solar farm/solar power plants has increased substantially, and the existing performance standards may no longer be sufficient to adequately protect the neighborhood or community character from the impacts of such large-scale solar developments.

Development of solar farms/solar power plants of such substantial size under performance standards that are ill-equipped to address them will lead to long-term, potentially irreversible impacts that could conflict with the character of the surrounding area.

In light of the current status of the Comprehensive Plan update process and the Town's current work on seeking to update its solar energy project regulations, along with the increasing pressure from increasingly large solar farm/solar power plant proposals, the Town Board finds it to be prudent to impose a temporary moratorium on accepting, processing, and deciding land use applications for solar farms/solar power plants and on the construction of solar farms/solar power plants that were not or are not subject to local land use review, in order to provide the Town Board with time to consider whether, where, and under what circumstances solar farms/solar power plants should be permissible in the Town of Rotterdam and whether and to what extent additional or different performance standards should be adopted.

SECTION 3 – AUTHORITY

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

SECTION 4 – MORATORIUM

- A. For a period of twelve (12) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.
- B. For a period of twelve (12) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5 – WAIVER

The Town Board of the Town of Rotterdam shall have the power to waive, in whole or in part, or modify the application of, any provision of this local law upon a determination, in its absolute legislative discretion, after public hearing and notice, that this local law would impose extraordinary hardship upon the party seeking such waiver and that a waiver from this local law will not adversely affect the health, safety, and general welfare of the Town of Rotterdam. Any request for a waiver, along with an application fee of \$250.00, shall be filed in writing with the Town of Rotterdam Department of Public Works, which shall forward such written request to the Town Board. Following receipt of any such written request for a waiver, the Town Board shall, upon deeming the application complete, refer such written request to the Planning Commission. The Planning Commission shall issue a recommendation on the waiver within sixty (60) days of the Planning Commission's receipt of such request. The Town Board shall hold a public hearing within thirty (30) days after the receipt of the Planning Commission's recommendation, upon five (5) days' notice published in the official newspaper of the Town. At such public hearing, the party requesting the waiver and any other parties wishing to present evidence with regard to the waiver request shall have a reasonable opportunity to be heard. The Town Board may continue the public hearing as it deems necessary, in its sole discretion. The Town Board shall render a decision on such waiver request within sixty (60) days following the close of the public hearing. If the Town Board determines that (1) the party making the waiver request will suffer an extraordinary hardship if this local law is strictly applied to the particular property, and (2) that a waiver from this local law will not adversely affect the health, safety, and general welfare of the Town of Rotterdam or the surrounding neighborhood, then the Town Board shall waive the application of this local law to the extent necessary to mitigate the extraordinary hardship to the applicant, while still protecting the health, safety, and general welfare of the Town of Rotterdam and the surrounding neighborhood. A mere delay in an application review or approval process shall not be deemed to be an extraordinary hardship.

SECTION 6 - VIOLATIONS

Except to the extent that a waiver is granted by the Town Board pursuant to Section 5, above, any action while this local law is in effect by any Board, body, official, department, or employee of the Town of Rotterdam that is contrary to

the provisions of this local law shall constitute a violation of this local law, and such action shall be deemed ultra vires and shall be null and void. This local law may be enforced through an action seeking declaratory, injunctive, and/or equitable relief in a court of competent jurisdiction.

SECTION 7 - SUPERSESSION

To the extent this local law is inconsistent with any state or local statute or regulation, it is the intent of this local law to supersede such statute or regulation, including without limitation the following: (i) Town Law § 274-a with respect to procedures and timeframes for processing applications for site plan review for solar farms/solar power plants; (ii) Town of Rotterdam Code, Chapter 270, § 270-153; (iii) Town of Rotterdam Code, Chapter 270, Article XVII, with respect to procedures and timeframes for processing applications for site plan review for solar farms/solar power plants; (iv) Town of Rotterdam Code, Chapter 270, Article XIX, with respect to procedures and timeframes for processing applications for special use permit review for solar farms/solar power plants; (v) Town Law §§ 267, 267-a, and 267-b, with respect to procedures and timeframes for processing applications for use variances, waivers or other relief from the Town of Rotterdam Code with respect to solar farms/solar power plants; (vi) Town of Rotterdam Code, Chapter 270, § 270-177, with respect to procedures and timeframes for processing applications for use variances, waivers or other relief from the Town of Rotterdam Code with respect to solar farms/solar power plants; and (vii) Town of Rotterdam Code, Chapter 270, §§ 270-18(M), 270-73(O), and 270-84(G).

SECTION 8 - SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Law, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

SECTION 9 – EFFECTIVE DATE

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

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

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

I hereby certify that the local law annexed hereto, designated as Local Law No. 9 of 2022 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on December 14, 2022 in accordance with the applicable provisions of law.

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

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

3. (Final adoption by referendum.)

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

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

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

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

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

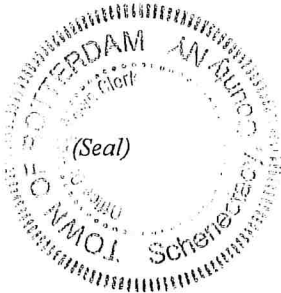
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified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

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

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

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

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



Diane M. Marco

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

Date: _____

12/14/2020

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

- 1.24** To negotiate and execute an agreement with Romer Wallens Gold and Mineaux as Attorneys for the Town of Rotterdam and as Attorneys for the Town Planning Commission.
- 2.24** To negotiate and execute an agreement with Roemer, Wallens, Gold, & Mineaux, LLP as labor relation attorneys and consultants.
- 3.24** To reappoint Charles Jack Dodson to the position of Deputy Supervisor.
- 4.24** To reappoint Megan Griffin to the position of Confidential Secretary to the Supervisor.
- 5.24** To appoint Morgan Coryer to the position of Personnel and Benefits Coordinator.
- 6.24** To appoint Linda Testa to the position of Project Coordinator – Office of the Aging – Part Time.
- 7.24** To appoint Thomas Yuille as a member of the Town Planning Commission.
- 8.24** To appoint Thomas Yuille as chair of the Town Planning Commission.
- 9.24** To execute an agreement with Marlo Carter for Secretarial and Transcription Services for the Planning Commission.
- 10.24** To appoint Philip Eats as a member of the Zoning Board of Appeals.
- 11.24** To appoint Philip Eats as chair of the Zoning Board of Appeals.
- 12.24** To execute an agreement with Lisa Gallo for Secretarial and Transcription Services for the Zoning Board of Appeals.
- 13.24** Authorizing the Supervisor to negotiate and execute an agreement with Michael Mansion, Esq., as Attorney for the Ethics Board.
- 14.24** To appoint members of the Town of Rotterdam Ethics Committee.
- 15.24** To appoint various members to the Town of Rotterdam Emergency Medical Board.
- 16.24** To appoint/reappoint members of the Town of Rotterdam Conservation Advisory Council.
- 17.24** To appoint/reappoint members of the Town of Rotterdam Parks and Recreation Advisory Committee.
- 18.24** To appoint individuals to the various positions and titles for the calendar year 2024.
- 19.24** Adopting Rules of Order for regularly scheduled Town Board meetings.
- 20.24** Authorizing and approving the Investment Policies and Guidelines for the Town of Rotterdam.
- 21.24** Authorizing and approving the Purchasing Policy and Procedures for the Town of Rotterdam.
- 22.24** Appointing the Town Board of Rotterdam as The Official Board of Health for 2024.

- 23.24** Establishing the Town Board Liaisons Assignments for the calendar year 2024.
- 24.24** Appointing individuals as members of the Sick Leave Fund Committee.
- 25.24** Adopting the 2024 Town of Rotterdam Meetings Schedule.
- 26.24** Adopting the salaries of all elected officials, appointed officials, annually rated permanent employees in the Competitive and Non-Competitive classes of Civil Service employment and directing payment thereof.
- 27.24** Approving the extension of benefits to qualified elected and full-time appointed positions.
- 28.24** Approve overtime payments to employees upon written approval of Town Supervisor and/or designees, except in emergency situations.
- 29.24** Authorizing the Supervisor and/or her designee to approve the attendance of employees at various schools and authorize the payment of expenses thereof.
- 30.24** Authorizing the Chief of Police and/or his designee to approve the attendance of any member of the police department at various schools, training sessions, conventions, conferences or other meetings requiring said attendance.
- 31.24** Authorizing the Supervisor to approve the transfer of funds to the Chief of Police for asset forfeiture investigations during 2024.
- 32.24** Establishing petty cash funds.
- 33.24** Establish bank depositories for the Town of Rotterdam.
- 34.24** Reimbursement rate for mileage.
- 35.24** Designate the Daily Gazette as the official newspaper.
- 36.24** Authorizing the Supervisor to negotiate and execute an agreement for participation in the Schenectady County Stop-DWI program for the year 2024.
- 37.24** Authorize the utilization of specific engineering firms to act as Town Designated Engineers for 2024.
- 38.24** Authorizing the Supervisor to negotiate and execute an agreement with FCM Engineering, PLLC.
- 39.24** Authorizing the Supervisor to negotiate and execute a contract with Ben Moore Photography/Video.
- 40.24** Authorizing the Supervisor to negotiate and execute a renewal contract with the Boys and Girls club.
- 41.24** Authorizing the Supervisor to negotiate and execute a contract with The Arts Center and Theatre(Open Stage Media).
- 42.24** Authorizing the Supervisor to negotiate and execute an agreement with Cusack and Company, Certified Public Accountants, LLC.

43.24 Authorizing the Supervisor to negotiate and execute a contract with Scott M. Ronda, LLC, to represent tax litigation matters for the year of 2024.

44.24 Authorizing the Supervisor to negotiate and execute a contract with Bartlett, Pontif, Stewart & Rhodes, PC. to act as attorneys for the Zoning Board of Appeals.

45.24 Authorize and direct the Supervisor and/or designee to prepare and file with the Town Clerk the Annual Financial Report within one hundred twenty (120) days of the close of the 2023 fiscal year and direct the Town Clerk to publish the necessary legal notice.

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

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

48.24 Authorizing the Supervisor to negotiate and execute an agreement with Orrick, Herrington & Sutcliffe LLP Bond Counsel.

49.24 To enact Introductory Local Law No. 1 of 2024; Establishing an amendment and six (6) month extension to local law 9 of 2022 which established twelve (12) month moratorium on solar farms and solar power plants.

50.24 To accept Town Board meeting minutes.

**LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT**

Mollie A. Collins, Supervisor

RESOLUTION NO. 1.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ROEMER WALLENS
GOLD AND MINEAUX AS ATTORNEYS FOR THE TOWN OF ROTTERDAM AND
AS ATTORNEYS FOR THE PLANNING COMMISSION**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Attorneys for the Town commencing January 1, 2024 through December 31, 2024, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Attorneys for the Planning Commission, commencing January 1, 2024 through December 31, 2024, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

AGREEMENT

Made and entered into as of the 1st day of January, 2024 by and between the TOWN OF ROTTERDAM, by and through its Town Board, with its offices located at 1100 Sunset Boulevard, Rotterdam, New York 12306 (hereinafter referred to as the “Town”) and ROEMER WALLENS GOLD & MINEAUX LLP with its principal place of business located at 13 Columbia Circle, Albany, New York 12203 (hereinafter referred to the “Firm”).

1. **Services.** The Town hereby retains and employs the Firm as its legal counsel to provide to the Town the following professional services as Town Attorney for the period of time hereinafter designated:

- A. **Town Attorney:** General Counsel to the Supervisor, the Town Board, all Town department heads and all Town boards and commissions, excluding the Zoning Board of Appeals; preparation of all resolutions, ordinances and local laws; review and/or preparation of all Town contracts, deeds, and legal documents; prosecution of code violations and appearances in Town Court, including violations filed by the Code Enforcement Officer and the Dog Control Officer; legal defense of the Town in all actions, except (i) those in which the Town is provided legal representation under the terms of any policy or policies of insurance, (ii) any extraordinary litigation (“extraordinary litigation” being defined as unusually complex litigation for which outside counsel is customarily employed, such as class actions, intentional torts, and such other litigation that, in size and scope, was not or could not reasonably have been contemplated by the parties to arise in the normal course of the Town’s business), and (iii) those matters covered by the Town’s separate agreement with the Firm for labor relations representation; prosecution of violations of the Town Code; and negotiations and representation with respect to the Town’s interaction and involvement with Federal and State government entities and inter-municipal issues.
- B. **Counsel to the Town Planning Commission:** Attendance at all regular meetings of the Planning Commission, providing procedural and substantive legal advice to those bodies, the Chair and members thereof, on planning, land use, municipal, town and environmental law matters; preparation of such resolutions or other documents as necessary to effectuate the purposes, policies and decisions of the Planning Commission.

2. **Compensation.** The Town hereby agrees to compensate the Firm as follows:

- A. For the basic services set forth above, (inclusive of normal disbursements) Twelve Thousand Five Hundred Dollars (\$12,500.00) per month from January 2024 through December 2024.
- B. For the basic services set forth in Section 1(B), above, (inclusive of normal disbursements) One Thousand Seven Hundred Fifty Dollars (\$2,083.33) per month from January 2024 through December 2024.

- C. The Firm hereby agrees that it will provide the Town, as requested by the Town, with those services not specifically covered above, such as representation in litigation, as follows:

Partners and Senior Associate Attorneys

the hourly rate will be \$275.00.

Associate Attorneys

the hourly rate will be \$250.00.

Paralegals

the hourly rate will be \$130.00.

The foregoing shall be exclusive of normal disbursements.

3. The Town and the Firm agree that those representatives of the Firm who perform services pursuant to this Agreement shall be approved in advance by the Town.

4. The term of this Agreement shall be from January 1, 2024, through December 31, 2024. Notwithstanding the foregoing, the Town may terminate this Agreement at any time prior to December 31, 2024, upon thirty (30) days written notice from the Town to the Firm.

5. In accordance with the provisions of Section 109 of the General Municipal Law, the Firm is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or entity without the prior written consent of the Town.

6. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. The Firm, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself consistently with such status. The Firm, its partners and employees, will not hold themselves out as, nor claim to be, officers or employees of the Town by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

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

9. The Supervisor of the Town has executed this Agreement pursuant to a Resolution duly adopted by the Town Board. Mollie A. Collins, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town.

10. This Agreement shall be executed in counterparts which may be in original or electronic (pdf) format, each of which shall be deemed an original. At least one counterpart shall be permanently filed, after full execution thereof, in the office of the Clerk of the Town of Rotterdam, New York.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Town of Rotterdam has caused this Agreement to be signed by Mollie A. Collins, its Supervisor, duly authorized to do so, and Roemer Wallens Gold & Mineaux LLP has caused this Agreement to be signed by John R. Mineaux, its Managing Partner.

TOWN OF ROTTERDAM

By: _____
Mollie A. Collins, Supervisor

ROEMER WALLENS GOLD & MINEAUX LLP

By: _____
John R. Mineaux, Managing Partner

Attest:

Diane M. Marco, Town Clerk

RESOLUTION NO. 2.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ROEMER, WALLENS,
GOLD, & MINEAUX, LLP AS LABOR RELATION ATTORNEYS AND
CONSULTANTS**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Labor Relations Attorney and Consultants for the Town commencing January 1, 2024 through December 31, 2025, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

AGREEMENT

Made and entered into this ____ day of December, 2023, by and between the **TOWN OF ROTTERDAM**, by and through its Town Board, with its offices located at 1100 Sunrise Boulevard, Rotterdam, New York 12306, hereinafter referred to as the “**TOWN**,” and **ROEMER WALLENS GOLD & MINEAUX LLP**, Labor Relations Attorneys and Consultants, with its principal place of business located at 13 Columbia Circle, Albany, New York 12207, hereinafter referred to as “**ROEMER WALLENS GOLD & MINEAUX**.”

1. The **TOWN** hereby retains and employs **ROEMER WALLENS GOLD & MINEAUX** as its Labor Relations Attorneys and Consultants to provide to the **TOWN** the following professional services for the period of time hereinafter designated.

- (a) Comprehensive negotiating services up to and including impasse resolution proceedings and interest arbitration as exemplified in Exhibit “A” which is attached hereto and made a part hereof for each of the following collective bargaining units in which terms and conditions of employment for the **TOWN** and its employees are negotiated:
 - i) PBA Bargaining Unit
 - ii) CSEA Bargaining Unit
- (b) Consultations and advice regarding the **TOWN’S** rights and liabilities in connection with:
 - i) Civil Service Law
 - ii) Taylor law
 - iii) Fair Labor Standards Act
 - iv) Public Officers Law
 - v) Freedom of Information Law
 - vi) Unemployment Insurance Law
 - vii) Workers’ Compensation Law
 - viii) Human Rights/Discrimination
 - ix) Sexual Harassment Investigations
 - x) Disability Benefits
 - xi) Contract Administration and Enforcement
 - xii) Grievances Filed Against Employer
 - xiii) Employee Discipline Matters (Includes drafting of Notice of Discipline based upon information supplied)
 - xiv) Work Rules
 - xv) Layoff Procedures
 - xvi) General Municipal Law
 - xvii) Americans With Disabilities Act
 - xviii) Family and Medical Leave Act
 - xix) Omnibus Transportation Employee Testing Act of 1991 (CDL Drug Testing)
 - xx) Pregnancy Discrimination Act
 - xxi) Appointment of Non-Unionized Employees and related matters

- xxii) Civil Rights as it relates to the Employment Relationship
 - xxiii) Such other laws, rules and regulations as may apply to the field of labor relations and personnel administration
- (c) Advice and representation in connection with:
- i) Initial steps of contract grievance procedure.
 - ii) Pre-hearing matters before the Public Employment Relations Board (Improper Practice Charges, Managerial/Confidential Petitions, and Union representation challenges), including the preparation of pleadings (other than documents prepared in lieu of a hearing) and attendance at all pre-hearing conferences. Hearing preparation and settlement negotiations which lead to a settlement without a hearing are covered by paragraph 2 below.
 - iii) Attendance at relevant Labor/Management meetings and meetings of the Legislative body and committees thereof.
- (d) Management and Supervisory Training in connection with employee corrective action, contract administration and other topics agreed upon by the parties in an amount not to exceed two (2) days per calendar year.
- (e) Periodic printed reports containing relevant information regarding public sector labor relations as obtained from Public Employment Relations Board decisions, New York State Court decisions, relevant Administrative agency decisions and other similar sources.

2. **ROEMER WALLENS GOLD & MINEAUX** hereby agrees that it will provide the **TOWN**, as requested by the **TOWN**, with those services not specifically covered by this Agreement, such as document preparation, negotiating settlements of disciplinary matters, grievances and other matters upon request, representation at the final step in administrative disciplinary proceedings, representation at the final step in contract grievance proceedings, representation at hearings before the Public Employment Relations Board, including the preparation of documents prepared in lieu of a hearing, hearing preparation and settlement negotiations, as well as representation in labor related litigation in New York and Federal Courts at the following rates:

Partner and Senior Associate Attorney

In year 2024, the hourly rate will be \$260.00.

In year 2025, the hourly rate will be \$270.00.

Associate Attorney

In year 2024, the hourly rate will be \$215.00.

In year 2025, the hourly rate will be \$225.00.

Paralegal

In year 2024, the hourly rate will be \$130.00.

In year 2025, the hourly rate will be \$135.00.

The foregoing includes disbursements such as postage for letters, in-house photocopy costs, local telephone charges and faxes. The foregoing shall be exclusive of normal disbursements paid by the firm on behalf of the **TOWN**, such as court filing fees, computer research, consultants, appraisers, arbitration panel selection fees, out-of-office copy charges, express delivery charges and the like.

3. The **TOWN** and **ROEMER WALLENS GOLD & MINEAUX** agree that those representatives of **ROEMER WALLENS GOLD & MINEAUX** who perform services pursuant to this Agreement shall be approved in advance by the **TOWN**.

4. That in consideration of the foregoing, the **TOWN** hereby agrees to compensate **ROEMER WALLENS GOLD & MINEAUX** (inclusive of normal disbursements) as follows:

- Three Thousand Fifty Dollars (\$3,050.00) per month from January 1, 2024 through December 31, 2024.
- Three Thousand One Hundred Fifty Dollars (\$3,150.00) per month from January 1, 2025 through December 31, 2025.

The Town may have the right to arbitrate fee disputes under Part 137 of the Rules of the Chief Administrator.

5. In accordance with our records retention policy, we will maintain all documents, papers and other items relating to our representation of you pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date we cease providing you with legal services hereunder. If you desire to maintain the Records beyond that date, you will need to retain your own copies or request the Records in writing before the end of the four (4) year period. After that time, all of the Records will be destroyed.

6. The term of this Agreement shall be from January 1, 2024 through December 31, 2025. The **TOWN** may terminate this Agreement earlier than December 31, 2025, upon thirty (30) days' written notice from the **TOWN** to **ROEMER WALLENS GOLD & MINEAUX**.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

TOWN OF ROTTERDAM

By: _____
Mollie A. Collins, Supervisor

ROEMER WALLENS GOLD & MINEAUX LLP

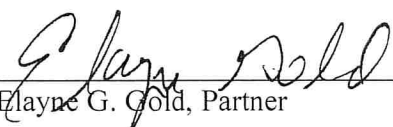
By:  _____
Elayne G. Gold, Partner

EXHIBIT "A"

NEGOTIATION SERVICES

A. Preparation for Negotiations

The need for thorough preparation prior to the commencement of actual bargaining is often overlooked. We believe that preparation is a key element in assuring a successful outcome to the negotiation process.

Preparation includes:

- Reviewing the existing contract and offering advice regarding suggested modifications
- Reviewing the existing work rules and practices
- Reviewing grievances filed and arbitration decisions
- Reviewing the demands presented by both Union and Management in the last negotiations
- Reviewing the history of other benefit changes over the past six years
- Reviewing the most recent settlements in similarly situated jurisdictions
- Meeting with first line supervisors to ascertain their needs - both changes to the existing contract, as well as the needed additions to the contract
- Meeting with senior officials to determine their needs and review the findings resulting from meetings with line supervisors

B. Preparation of Demands

This phase of the process is flexible and is adapted to the needs of each jurisdiction. Generally, we recommend that Labor Counsel prepare suggested demands and that those demands be reviewed by you and modified to suit your needs.

C. Selection of Negotiating Team

We recommend that a cross-section of management representatives be appointed to the negotiating team so that the entire negotiating process can be "felt" at all levels of management. Managers appreciate the process to a much greater degree if they know and trust those who were directly involved.

D. Participation in Negotiations

The negotiations are made much easier by careful planning and research as typified in “A”, “B”, and “C” above. We will participate fully in all phases of negotiations including renegotiation preparatory sessions, face-to-face meetings at the bargaining table, management caucuses, and, if necessary, the impasse process. We will maintain a detailed record of the negotiations for use in future proceedings. Our services include representation through the impasse procedure.

E. Communications

Meetings with key management personnel will be scheduled throughout the negotiating process to inform them of progress in the negotiations and to recommend position modifications.

F. Drafting the Contract

All changes agreed upon in the negotiations process will be reduced to contract language which accurately reflects the agreement and is readily understood by Union and Management representatives, as well as those important persons not present at the bargaining table such as arbitrators.

G. Ratification

After a tentative agreement has been entered into, it must be presented to and approved by the appropriate Legislative body. We will appear before such body and make all necessary presentations to explain the proposed agreement.

H. Conduct Management Information Sessions

At the conclusion of negotiations it is extremely important that all changes be identified and explained to supervisors and managers. General information on reasons for the changes or failure to achieve desired changes must be explained so that managers are fully supportive of the new contract.

RESOLUTION NO. 3.24

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

WHEREAS, Supervisor Mollie Collins has appointed Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam, pursuant to Section Forty-Two (42) of the Town Law of the State of New York, effective January 1, 2024; and

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby acknowledges the appointment of Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor
Jack Dodson, Deputy Supervisor
Joseph C. Mastroianni, Councilmember
Teri Gallucci, Councilmember
Ronald Schlag, Councilmember



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

January 1, 2024

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Charles “Jack” Dodson as the Deputy Supervisor for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29 and 42, effective Monday, January 1, 2024.

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

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

Mollie A. Collins
Town Supervisor

cc: D. Marco
P. Sebesta

RESOLUTION NO. 4.24

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

WHEREAS, Supervisor Mollie Collins has appointed Megan Griffin to the position of Confidential Secretary of the Town of Rotterdam, pursuant to New York State Town Law, Section 29, Subpart 15, effective January 1, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Megan Griffin, of Rotterdam, New York, as the Confidential Secretary to the Supervisor, full time, with full employee benefits, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor
Jack Dodson, Deputy Supervisor
Joseph C. Mastroianni, Councilmember
Teri Gallucci, Councilmember
Ronald Schlag, Councilmember



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January 1, 2024

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Megan Griffin as my Confidential Secretary for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29, Subpart effective Monday, January 1, 2024

Mollie A. Collins

Mollie A. Collins
Town Supervisor

cc: D. Marco
P. Sebesta

RESOLUTION NO. 5.24

**TO APPOINT MORGAN CORYER TO THE POSITION OF PERSONNEL AND
BENEFITS ADMINISTRATOR**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Morgan Coryer, of Rotterdam, New York, is hereby appointed to the position of Personnel and Benefits Coordinator full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty-four thousand one hundred seventy-four and 90/100 (\$64,174.90) dollars, commencing January 1, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: December 20, 2023

TO: Mollie A. Collins, Town Supervisor

FROM: Paul Sebesta, Deputy Comptroller

TITLE OF REQUEST: Appointment of Ms. Morgan Croyer to the position of Personnel and Benefits Administrator.

TOWN BOARD MEETING: January 1, 2024

Background Information: Ms. Croyer had previously held the position of Personnel and Benefits Administrator for the Town of Rotterdam. The position has been vacant since 4/13/2022.

Evaluation/Analysis: The duties associated with the position of Personnel and Benefits Administrator have become exceedingly complex and demanding over the past years. Ms. Croyer has previously passed the required Civil Service exam with a near perfect score and her skills and experience acquired while previously in the position will advance her further development in the position and prove her to be a real asset to the Comptroller's Office.

Recommendation(s): To appoint Ms. Croyer provisionally to the position of Personnel and Benefits Administrator.

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

PERSONNEL AND BENEFITS ADMINISTRATOR

DISTINGUISHING FEATURES OF THE CLASS: This position involves the responsibility for the administration of personnel functions such as employee benefits, payroll and Civil Service. The incumbent has overall responsibility for advising and collecting data for the purpose of collective bargaining in addition to assisting in the preparation of proposals as may be requested. The Personnel and Benefits Administrator also has responsibility for the day-to-day maintenance of records and serving as a contact for employees, department heads and the general public. The incumbent will also ensure compliance with applicable laws, rules and regulations governing personnel and benefits administration. In addition, the incumbent has overall responsibility for the preparation and administration of payroll functions. The work is performed under the general supervision of the Commissioner of Finance and Administration, Executive Director, Director of Finance, or Finance Director, with wide leeway given for carrying out the details of the work. Incumbents may exercise supervision. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Advises the Commissioner, Executive Director, Director of Finance or Finance Director in laws, rules and regulations in Personnel and Benefits Administration;
- Assists in the administration of collective bargaining agreements and negotiates contracts where appropriate;
- Administers health and dental insurance plans;
- Oversees or processes workers' compensation claims and accident reports in accordance with rules and regulations;
- Oversees or processes disability claims and coordinates with the insurance carrier;
- Reports new hires to Civil Service;
- Conducts payroll certifications with and serves as the administrative contact person for Civil Service;
- Administers applicable deductions for employees including deferred compensation;
- Processes support deduction and payments;
- Calculates annual pay raises and maintains computer back-up file;
- Maintains payroll and personnel files as required by law and regulation;
- Reviews or processes weekly time sheets;
- Runs payroll reports and prints payroll checks;
- Responsible for filing electronic payments of Federal and State taxes;
- Responsible for preparing, reconciling and distributing W-2's;
- Responsible for preparing a monthly retirement report;
- Maintains sick, vacation, personal, and comp time accruals on the computer;
- Processes sick, vacation, longevity and any other special pays;
- Gives employment verifications;
- Coordinates union insurance plans;
- Processes new employee paperwork;
- Administers unemployment claims;
- Processes NYS Retirement applications, retirement loan applications and beneficiary forms;

- Processes and maintains Medicare reimbursement for retirees;
- Bills retirees for dental insurance of spouse;
- Processes health insurance incentives;
- Posts jobs in-house, writes newspaper ads;
- Prepares annual vacation schedules;
- Works with outside counsel, or Town Attorney, to implement personnel and benefit law changes;
- Develops personnel policies and procedures and updates same as necessary;
- Participates in monthly management meetings;
- Assists in the preparation of proposals as may be requested;
- Does related work as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of office terminology, procedures, and equipment; Good knowledge of methods and procedures used in record maintenance, and in the processing of personnel transactions; Good knowledge of modern methods of keeping and reviewing financial accounts; Good knowledge of the structure, functions and operation of municipal government; Working knowledge of the principles, practices, and objectives of personnel administration; Working knowledge of human resource and benefit law; Working knowledge of all collective bargaining units within the housing authority; Good organizational skills; skill in operating a computer terminal; Ability to communicate effectively, both orally and in writing; Ability to enlist the cooperation of others to meet a defined goal; Ability to understand and carry out complex oral and written instructions; Ability to compose letters, memoranda and reports; Ability to work independently, set priorities effectively and withstand interruptions; tact, courtesy and resourcefulness in dealing with people.

MINIMUM QUALIFICATIONS:

- (A) Graduation from a regionally accredited or New York State registered college or university with a bachelor's degree and one (1) year of experience in employee benefits administration and/or personnel administration and/or civil service administration in the public or private sector; OR
- (B) Graduation from a regionally accredited or New York State registered college with an associate's degree and three (3) years of experience as defined by the limits of (A) above; OR
- (C) Graduation from high school or possession of a high school equivalency diploma and five (5) years of experience as defined by the limits of (A) above; OR
- (D) An equivalent combination of training and experience as defined by the limits of (A), (B) and (C) above.

Adopted CSC 02/10/04

Revised CSC 09/21/04

Revised CSC 02/18/21

RESOLUTION NO. 6.24

**TO APPOINT LINDA TESTA TO THE POSITION OF PROJECT COORDINATOR –
OFFICE FOR THE AGING – PART TIME**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Linda Testa of Rotterdam, New York, is hereby appointed to the position of Project Coordinator, Office for the Aging, part time, with no employee benefits, and subject to pre-employment background checks, at an hourly rate of thirty-five (\$35.00) dollars, not to exceed thirty-two thousand (\$32,000.00) dollars per year, commencing January 1, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: December 27, 2023

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Linda Testa to Project Coordinator, Office for the Aging, Part Time.

TOWN BOARD MEETING: January 1, 2024

Background Information: Ms. Testa has 35+ years of experience in the Social Services and Health field. Her community based background will serve her well as the Project Coordinator at the Rotterdam Senior Center.

Evaluation/Analysis: Ms. Testa's experience in Social Services and Health will enhance the programs at the Rotterdam Senior Center. Ms. Testa's experience working with children, youth and families will help develop the town's children's summer programs.

Recommendation(s): Recommend to appoint Ms. Linda Testa to the position of Project Coordinator, Office for the Aging, part time.

Attachment/Document(s): See attached documents concerning experience and scope of duties.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

PROJECT COORDINATOR, OFFICE FOR THE AGING

DISTINGUISHING FEATURES OF THE CLASS: This position involves the planning, coordinating, staffing and budgeting of a project or service component of a program initiated by a municipal office for aging. General supervision is received from a program coordinator or higher ranking administrator with considerable latitude allowed in the performance of duties. Direct supervision may be exercised over subordinates. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

- Coordinate all project services available to senior citizens;
- Work with participants in the projects and programs to generate enthusiasm, sensitivity, serve an atmosphere of sharing;
- Recruit and supervise volunteers and staff who participate in the assigned projects;
- Supervise projects at the location of the office;
- Ensure that project operations are carried out according to regulations;
- Prepare daily, monthly, quarterly, and annual reports as required;
- Act as the spokesperson and sales person of the project in the neighborhoods and communities served by the office;
- Coordinate project services under other senior citizen programs;
- Organizes and supervises a variety of recreation activities and events including activities and events relative to arts and crafts, music, drama, aquatics, nature, social recreation, sports and games, or some other special activity of skill;
- Organizes hobby clubs, sport events or summer camps;
- Oversees program participants, employees and volunteers involved in activities, providing assistance as needed, maintaining order and ensuring safety;
- Assists the Coordinator of Community Programs with activities and planning of recreational programs;
- Accompanies participants on field trips and to special events;
- Maintain equipment and supplies needed for recreational program area;
- Creates and maintains records and reports related to program activities;
- Attends meetings related to program area;
- May provide or coordinate transportation to program participants;
- Performs a variety of related duties as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Good knowledge of the characteristics, needs and interests of the aging; working knowledge of the community agencies, facilities and services which can be utilized to aid the elderly; working knowledge of public information and relations techniques; ability to communicate clearly and effectively both verbally and in writing; ability to plan and supervise the work of others; ability to prepare financial and statistical reports; initiative and resourcefulness; tact; courtesy; integrity.

MINIMUM QUALIFICATIONS:

Graduation from a regionally accredited or New York State college with an associate's degree.

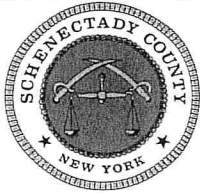
MINIMUM QUALIFICATIONS – Town of Rotterdam:

Graduation from high school or possession of a high school equivalency diploma.

Adopted	CSC 03/09/82
Revised	CSC 07/10/84
Revised	CSC 07/14/87
Revised	CSC 04/17/12
Revised	CSC 05/16/17

JC: Non-Competitive – P/T- Rotterdam

Schenectady County is an Equal Opportunity Employer. Schenectady County does not unlawfully discriminate in employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, arrest and/or criminal conviction record unless based on a bona fide occupational qualification or other exception, genetic predisposition, or domestic violence victim status.



Schenectady County

Human Resources & Civil Service
620 State Street
Schenectady, NY 12305-2114

APPLICATION FOR
EXAMINATION OR EMPLOYMENT

FOR COUNTY OFFICES, TOWNS, VILLAGES, SCHOOL DISTRICTS
LIBRARIES AND SPECIAL DISTRICTS

1. _____
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____
Conditional _____ Disapproved _____

RECEIVED

DEC 13 2023

Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT.
USE ONLY

This application is part of your examination. Answer all questions fully. A resume, if submitted, cannot substitute for the application. You are encouraged to read the General Conditions and Instructions for more information.

2. Name and Legal Residence

Testa Linda L.
Last Name First Name Middle Initial

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Home Phone Number _____ Cell Phone _____

Email Address: _____

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number _____

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) ____/____/____

4. Residency Requirements: Candidates must meet the Residency Requirements as stated on the examination announcement. You must complete the following to determine if you meet these residency requirements. Indicate how long this has been your legal residence, up to the date of this application, showing that you meet the residency requirements as announced.

	Name	Years	Months
State of:	New York		
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:			
School District			

5. Citizenship

A. Are you currently a U.S. Citizen? YES ☒ NO ☐

B. If not, do you have the legal right to accept Employment in the United States? YES ☐ NO ☐
Please give alien registration number: _____

C. Are you a retiree from New York State or any civil division thereof? YES ☒ NO ☐

6. Special Testing Arrangements (Refer to General Conditions and Instructions). If you need Special Accommodations to take the examination, contact the Civil Service Office at (518) 388-4233.

Religious ☐ Military ☐ Disability ☐

7. Crossfiler - If you have filed or are filing SEPARATE applications for Civil Service Examinations being held on the same date, attach the CROSSFILER APPLICATION. Call to make arrangements no later than two weeks before the test date.

8. Driver's License: Complete the following if a license to operate a motor vehicle is required for the position that you are applying.

License #:	
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	
Is this License Currently Valid	YES ☐ NO ☐

9. Veterans Credits: If you wish to apply for Veterans Credits, complete the following questions and complete the Application for Veterans Credits (Refer to General Conditions and Instructions).

	YES	NO
Have you ever served in the Armed Forces of the United States? <i>(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).</i>		X
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

10. Additional Questions: Check the appropriate box to the right of each question.

	YES	NO
Were you dismissed or discharged from any employment for reasons other than lack of work or funds?		X
Did you ever resign from any employment rather than face dismissal?		X
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		X
Have you ever been convicted of any crime (felony or misdemeanor)?		X
Are you now under charges for any crime?		X
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		X

If you answered yes to any of the above questions, you may give specifics below. If you elect not to provide specifics, or if such explanation is insufficient, you may be required to submit further information. None of the above circumstances represents an automatic bar to employment. Each case is considered and evaluated on individual merits in relation to the position (s) for which you are applying.

REMARKS: _____

11. Licenses: If a license, certificate or other authorization to practice a trade or profession is listed as a requirement on the announcement of the examination (s) for which you are applying.

Name of Trade or Profession:		Specialty:	
License Number:			
Granted by (Licensing Agency):		City/State	
Date License First Issued:		Registered From:	Registered To:

12. Education: If credit is claimed for a partially completed college curriculum or correspondence course, attach a list of courses and credit or semester hours completed. Indicate how many credit hours or courses are required for graduation. If required to indicate specific course work, do so on an attached sheet.

High School						
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?						YES ☒ NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:				Guilderland High School 8 School Road, Guilderland Center NY		
Equivalency Diploma Number:						
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	
Cazenovia College	63	AAS	Business	X		

13. Experience: All sections must be filled out completely even if you attach a resume. Begin with the most recent employment. List all employment or military service that shows that you meet the minimum qualifications for the examination. Omissions or vagueness will not be interpreted in your favor. Under *Description of Duties*, clearly describe the nature of work which you personally performed. Part-time experience will be prorated unless otherwise stated on the examination announcement. Verified and documented volunteer experience will only be credited when specifically stated on the examination announcement. If you move to a different position within the same organization, indicate so in a separate employment box. You may attach additional sheets if you need more space.

Length of Employment	Firm Name:	Community Care Physicians-Pulmonary
From: [Redacted]	Firm Address:	711 Troy-Schenectady Rd Latham NY 12110
To: [Redacted]	Description of Duties: Read incoming material, sort, scan and index into electronic medical files and process Verbal 3 written requests for medical records. Due to ongoing staffing issues I assumed several other responsibilities to meet the needs of the practice and patients including checking in patients, verify patients insurance coverage and eligibility/demographic information, process incoming phone calls 3 messages, prepare provider's patient charts, schedule 3 reschedule appointments. Please see resume	
Employment Details		
Your Exact Title	Health Information Specialist	
Name of Your Supervisor	Jennifer Rivera-madams	
Supervisor's Title	Office manager	
Hours worked / wk. (exclusive of overtime)	40	
Reason for Leaving	Seek part time employment in Human Services role to utilize my skills & experience.	
Length of Employment	Firm Name:	Schenectady County Public Health
From: [Redacted]	Firm Address:	Schaffer Heights, 107 Nott Terrace Schenectady NY
To: [Redacted]	Description of Duties: Served on the COVID-19 response team, conducted case investigations on positive COVID-19 patients and provided guidance to reduce the spread of covid. Subsequently became a PPD manager and supervised the operations of the COVID-19 vaccination sites and ensured compliance with local, state & federal guidelines. Responsible for training staff & volunteers and supervising the team. Ensured needed supplies were on hand at vaccination sites, supervised Schenectady county mobile & pop-up vaccination PPD & conducted community outreach & education. See resume.	
Employment Details		
Your Exact Title	Community Disease Specialist	
Name of Your Supervisor	Harrah Bushman	
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)	40	
Reason for Leaving	Temporary Position	

Length of Employment	Firm Name:	Albany County Department Children, Youth & Families
From [REDACTED]	Firm Address:	112 State St Albany N.Y. 12207
To [REDACTED]	Description of Duties:	Employed as a Senior Caseworker from 2001-2015 under the supervision of Antoinette Damiano. Please see resume for job duties, 2015 - 2020 Served as a Caseworker Supervisor. Supervised caseworkers to ensure safety & well being of children. Ensured work performed by caseworkers was in compliance with local, state & federal mandates, worked collaboratively with contracted agencies to promote safety and reduce risk of abuse & maltreatment of children. Worked collaboratively with Albany County Dept. of Law, attended & testified on CPS cases, served on Albany County Drug Treatment Court. Please see resume.
Employment Details		
Your Exact Title		
Name of Your Supervisor		Antoinette Damiano
Supervisor's Title		Caseworker Supervisor
Hours worked / wk. (exclusive of overtime)		35
Reason for Leaving		Retired

Length of Employment	Firm Name:	Albany County Social Services
From [REDACTED]	Firm Address:	112 State St Albany N.Y. 12207
To [REDACTED]	Description of Duties:	Served in the capacity of Social Welfare Examiner from July 1984 to February 1991. Please see Resume for job duties. Promoted to Caseworker in 1991. In that role I determined financial eligibility for Public Assistance, SNAP benefits and Medicaid. Assisted in the implementation of the Child Assistance Program and worked with participants to determine barriers to self-sufficiency and provided linkage to community resources to remove barriers to self-sufficiency. Supervised Social Welfare Examiners, conducted outreach & presentations to the community to recruit and identify families in need. Please see resume.
Employment Details		
Your Exact Title		Caseworker
Name of Your Supervisor		Kathy Farnsworth
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		35
Reason for Leaving		Promoted to Sr. caseworker & transferred to children, youth & families

THIS AFFIRMATION MUST BE COMPLETED

I affirm, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment. I give the employer the right to investigate all references and to secure additional job related information about me. I hereby release from liability the employer and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information. If the position I am applying for is covered by the employer's drug testing policy, I understand that as a condition of appointment to this position, I will be required to take and successfully pass a pre-employment drug test.

Linda L. Testa
Signature of Applicant

Linda L. Testa
Print Name

12-13-23
Date

(State below any other name by which you have been known)

RESOLUTION NO. 7.24

**TO APPOINT THOMAS YUILLE AS A MEMBER OF THE TOWN PLANNING
COMMISSION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas Yuille of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2024 through December 31, 2030.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Thomas Yuille

August 24, 2023

Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

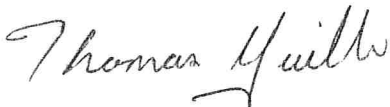
Mollie Collins – Town Supervisor

Dear Mollie,

I am writing today for your consideration to be appointed to another seven year term as a member of the Rotterdam Planning Commission when my current term expires on December 31, 2023. I would also request that I be reappointed as Chairman of the Planning Commission for the upcoming year. Being the most senior member of the Rotterdam Planning Board with this being my 20th year on the commission and having served as Chairman for 12 of those 20 years I feel I am the most qualified for these positions.

Thank you in advance for your consideration for these positions on the Rotterdam Planning Commission.

Sincerely,



Thomas Yuille

RESOLUTION NO. 8.24

**TO APPOINT THOMAS YUILLE AS CHAIR OF THE TOWN PLANNING
COMMISSION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas Yuille of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Thomas Yuille



August 24, 2023

Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

Mollie Collins – Town Supervisor

Dear Mollie,

I am writing today for your consideration to be appointed to another seven year term as a member of the Rotterdam Planning Commission when my current term expires on December 31, 2023. I would also request that I be reappointed as Chairman of the Planning Commission for the upcoming year. Being the most senior member of the Rotterdam Planning Board with this being my 20th year on the commission and having served as Chairman for 12 of those 20 years I feel I am the most qualified for these positions.

Thank you in advance for your consideration for these positions on the Rotterdam Planning Commission.

Sincerely,

A handwritten signature in cursive script that reads "Thomas Yuille".

Thomas Yuille

RESOLUTION NO. 9.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Marlo Carter of Clifton Park, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as needed basis for the Town of Rotterdam Zoning Board of Appeals, for a one (1) year term commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Contract for Secretarial and Transcription Services

This agreement is made this _____ of _____, 2024, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York 12306 (hereinafter referred to as the "Town") and **Marlo Carter**, residing at [REDACTED] (hereinafter referred to as "Ms. Carter") for the purpose of retaining secretarial and transcription services for the Town Planning Commission and, on an as needed basis, for the Town Zoning Board of Appeals in accordance with Resolution No.342.20 adopted by the Rotterdam Town Board on December 9, 2020.

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

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

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

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

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

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

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

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

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

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

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

This agreement shall have a term of one (1) year, commencing January 1, 2024 and terminating on December 31, 2024. Ms. Carter may terminate this agreement upon a thirty (30) day notice to the Town.

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

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

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

Marlo Carter
Contractor

Dated:

Mollie A. Collins, Supervisor
Town of Rotterdam

Dated:

RESOLUTION NO. 10.24

TO APPOINT PHILIP EATS AS A MEMBER OF THE ZONING BOARD OF APPEALS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Philip Eats of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Zoning Board of Appeals for a five (5) year term, commencing January 1, 2024 through December 31, 2028.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Philip Eats



August 31, 2023

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

Dear Mrs. Collins:

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

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

Sincerely,



Philip Eats

CC: Town Board Members

RESOLUTION NO. 11.24

TO APPOINT PHILIP EATS AS CHAIR OF THE ZONING BOARD OF APPEALS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

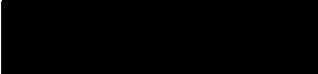
SECTION 1. Philip Eats of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Zoning Board of Appeals for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Philip Eats



August 31, 2023

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

Dear Mrs. Collins:

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

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

Sincerely,



Philip Eats

CC: Town Board Members

RESOLUTION NO. 12.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Lisa Gallo of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Zoning Board of appeals, and on an as needed basis for the Town of Rotterdam Planning Commission, for a one (1) year term commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Contract for Secretarial and Transcription Services

This agreement is made this _____ of _____, 2024, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York, 12306, (hereinafter referred to as the "Town") and **Lisa Gallo**, residing at [REDACTED] (hereinafter referred to as "Ms. Gallo") for the purpose of retaining secretarial and transcription services for the Town Zoning Board of Appeals and, on an as needed basis, for the Town Planning Commission in accordance with Resolution No.343.20 adopted by the Rotterdam Town Board on December 9, 2020).

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

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

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

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

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

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

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

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

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

This agreement shall have a term of one (1) year, commencing January 1, 2024 and terminating on December 31, 2024. Ms. Gallo may terminate this agreement upon a thirty (30) day notice to the Town.

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

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

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

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

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

Lisa Gallo Contractor

Dated:

Mollie A. Collins, Supervisor

Dated:

RESOLUTION NO. 13.24

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with Michael Mansion, Esq., as attorney for the Town of Rotterdam Ethics Board for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Law Office:

Michael P. Mansion, Esq.

951 Albany Shaker Road, Latham, New York 12110

Tel: (518) 464-1077 • Fax: (518) 464-0280

mansion99@aol.com

December 31, 2023

Hon. Mollie A. Collins
Supervisor, Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

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

Dear Supervisor Collins:

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

Specifically, you have requested, and I have agreed, to accept the appointment as Counsel to the Town of Rotterdam's Board of Ethic for a one (1) year period commencing on January 1, 2024 through December 31, 2024. The scope of the legal services that I shall render to the Board of Ethics and the Town of Rotterdam are set forth in the Rotterdam Town Code §31-18(B).

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

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

In addition to my hourly rate that is set forth above, any excessive disbursements including, but not limited to, investigative expenses, excessive travel, excessive copying and/or binding shall be reimbursed and are expected to be paid immediately upon request.

In the event that such costs are anticipated, I shall notify the Supervisor's Office and/or Town Board and obtain your prior approval, if practicable.

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

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

In certain instances, my legal services shall terminate upon the preparation and filing of a Notice of Appeal, if appropriate. The legal services detailed herein do not include representation in any Supreme Court or Appellate Court, including but not limited to the Appellate Division of the State Supreme Court, Third Department, or the New York State Court of Appeals for further argument, either on submission or by appearance. If you wish to retain my services for these further matters, they shall be negotiated, when, and if, appropriate.

No legal services will be performed in connection with any tax matters.

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

Agreed and accepted this ____ day of December 2023.

Michael P. Mansion, Esq.

Mollie A. Collins
Supervisor, Town of Rotterdam, New York

RESOLUTION NO. 14.24

TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM ETHICS COMMITTEE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Ethics Committee for a two (2) year term commencing on January 1, 2024 through December 31, 2025:

James Keith
Yvonne Cleveland
Renee Mertens

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Chapter 31. Ethics, Code of

§ 31-18. Board of Ethics.

- A. There is hereby established a Board of Ethics for the municipality. The Board of Ethics shall consist of three members, a majority of whom shall not be officers or employees of the municipality, but at least one of whom must be a municipal officer or employee. The members of such Board of Ethics shall be appointed by the Town Board of the Town of Rotterdam, serve at the pleasure of the appointing authority, and receive no salary or compensation for their services as members of the Board of Ethics.
- B. The Board of Ethics shall render advisory opinions to the officers and employees of the Town of Rotterdam with respect to Article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to the written request of any such officer or employee under such rules and regulations as the Board of Ethics may prescribe. The Board of Ethics shall have the advice of legal counsel employed by the Board, or if none, the municipality's legal counsel. In addition, the Board of Ethics may make recommendations with respect to the drafting and adoption of a code of ethics, or amendments thereto, upon the request of the Town Board of the Town of Rotterdam.

RESOLUTION NO. 15.24

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints and/or reappoints the following individuals to the Town of Rotterdam Emergency Medical Board, who shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2024:

Councilmember, Joseph Mastroianni – Chair

Councilmember, Charles J. Dodson

Deputy Chief William Male – Secretary

Detective Paul Chevalier

Deam Romano (EMS)

Keith Collins(EMS)

Mike Denny (Fire)

(Fire)

Joseph Heinbach Jr.

Ericka Montagino

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Chapter 27. Emergency Medical Board

[HISTORY: Adopted by the Town Board of the Town of Rotterdam 7-16-1980; amended in its entirety 9-26-2012 by L.L. No. 5-2012. Subsequent amendments noted where applicable.]

§ 27-1. Purpose.

The Town Board of the Town of Rotterdam hereby approves the formation of the Rotterdam Emergency Medical Board and authorizes the charter for said Board.

§ 27-2. Membership.

The membership of said Board consists of the following:

- A. Two members from the Rotterdam Town Board.
- B. Two members from the Rotterdam Police Department.
- C. Two members from the current Town-based ambulance service provider.
- D. Two members from the fire department rescue squads as nominated by the Rotterdam Chief's Association.
- E. Two residents at large from the Town of Rotterdam.

§ 27-3. Officers and meetings.

The Town Board shall appoint a Chairperson and a Recording Secretary. The Board shall adopt rules and procedures for its meetings. It shall keep accurate records of its meetings and activities and shall file an annual report as provided in § 27-5 of this article.

§ 27-4. Powers and duties of Board.

The powers and duties of the Board shall be to:

- A. Advise the Town Board of the Town of Rotterdam on all matters regarding emergency medical services affecting the health, safety and welfare of the people of the Town, including emergency preparedness.
- B. Facilitate cooperation, leadership and strong working relationships between all emergency service providers in the Town.
- C. Promote quality patient care through collaboration.
- D. Advise the Town Board of the Town of Rotterdam of new development in technology and cost-saving measures affecting basic life support, advanced life support and transportation services.
- E. Seek to coordinate, assist and unify the efforts of private groups and individuals within the Town of Rotterdam in accord with the purposes of this chapter.
- F. Carry out such other duties as may be assigned from time to time by the Town Board and to carry out such tasks or responsibilities, consistent with the objectives of this chapter, as may be assigned by resolution of the Town Board.

§ 27-5. Reports.

The Board shall submit an annual report to the Town Board, not later than the first day of April of each year, concerning the activities and work of the Board and from time to time shall submit such reports and recommendations as may be necessary to fulfill the purposes of this chapter.

§ 27-6. Compensation and expenses.

The members of the Board, including ex officio members, shall receive no compensation for their services as members thereof but may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties within the appropriations made available thereto.

RESOLUTION NO. 16.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Conservation Advisory Council for a two (2) year term commencing on January 1, 2024 through December 31, 2025:

Kathleen Cutis
Kathleen Fisher
Mary Barrie
Andrea Coppola

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Chapter 270. Zoning

Article XXIV. Conservation Advisory Council

[Added 1-12-2000 by L.L. No. 1-2000]

§ 270-207. Legislative intent.

The preservation and improvement of the quality of the natural and man-made environment within the Town of Rotterdam, in the face of population growth, urbanization, and technologic change with their accompanying demands on natural resources, are found to be of increasing and vital importance to the health, welfare and economic well-being of present and future inhabitants and require forthright action by the governing board of the Town of Rotterdam. It is recognized that the biologic integrity of the natural environment on which man is dependent for survival and the natural and functional beauty of our surroundings which condition the quality of our life experience cannot be protected without the full cooperation and participation of all the people of the Town of Rotterdam working in partnership with local and state officials and with various public and private industries, agencies and organizations, establishment of a Conservation Advisory Council is a necessary step in fostering unified action on environmental problems.

§ 270-208. Membership; terms of office.

- A. The Council shall consist of seven members, all of whom shall be appointed by the Town Board of the Town of Rotterdam and who shall serve at its pleasure. Persons residing within the Town of Rotterdam who are interested in the improvement and preservation of our environment shall be eligible for appointment as a member of the Council. Vacancies on the Council shall be filled in the same manner as the original appointment, except that a vacancy occurring other than by the expiration of term of office shall be filled only for the remainder of

the unexpired term. Three of the members appointed shall hold office for a term of one year; the second four members appointed shall hold office for a term of two years; the successors of all seven initial appointees shall be appointed for full terms of two years.

- B. The Town Engineer, or anyone designated by the Town Engineer, shall be an ex officio, nonvoting member.

§ 270-209. Officers, meetings and committees.

At the first meeting of the Council, its members shall elect from among themselves a Chairperson and a Recording Secretary. The Council shall adopt rules and procedures for its meetings. It shall keep accurate records of its meetings and activities and shall file an annual report as provided in § 270-210 of this article.

§ 270-210. Powers and duties of Council.

The powers and duties of the Council shall be to:

- A. Advise the Town Board of the Town of Rotterdam on matters affecting the preservation, development and use of the natural and man-made features and conditions of the Town insofar as beauty, quality, biologic integrity and other environmental factors are concerned and in the case of man's activities and developments, with regard to any major threats posed to environmental quality, so as to enhance the long-range value of the environment to the people of the town.
- B. Develop and, after receiving general approval by resolution of the Town Board, conduct a program of public information in the community which shall be designed to foster increased understanding of the nature of environmental problems and issues and support for their solutions.
- C. Conduct studies, surveys and inventories of the natural and man-made features within the Town of Rotterdam and such other studies and surveys as may be necessary to carry out the general purposes of this article.
- D. Maintain an up-to-date inventory or index of all open spaces in public or private ownership within the municipality, including but not limited to natural landmarks, glacial and other geomorphic or physiographic features; streams and their floodplains, swamps and marshlands; other wetlands; unique biotic communities; and scenic and other open areas

of natural or ecological value, and of the ownership, present use and proposed use of such open areas, so as to provide a base of information for recommendations by the Council for their preservation and/or use.

- E. Seek to coordinate, assist and unify the efforts of private groups and individuals within the Town of Rotterdam in accord with the purposes of this article.
- F. Act as liaison and maintain communications with public and private agencies and organizations of local, state and national scope whose programs and activities have an impact on the quality of the environment or who can be of assistance to the Council. The Chairperson of the Rotterdam Conservation Advisory Council shall be the voting member of the Schenectady County Environmental Conservation Advisory Council.
- G. Working in cooperation with the Planning Board, recommend from time to time to the Town Board features, plans and programs relating to environmental improvement for inclusion in the Master Plan of the Town of Rotterdam and, similarly, recommend to the Town Board appropriate and desirable changes in existing local laws and ordinances relating to environmental control or recommend new local laws and ordinances. The Council shall also interface with the Planning and Zoning Boards and make recommendations to them on environmental aspects of contemplated changes of zoning or land use.
- H. Prepare, print and distribute books, maps, charts and pamphlets in accordance with the purposes of this article.
- I. Obtain and maintain in orderly fashion maps, reports, books and other publications to support the necessary researches of the Council into local environmental conditions.
- J. When authorized by resolution of the Town Board, the Council may accept, by gift, grant, devise, bequest or otherwise, property both real and personal in the name of the Town of Rotterdam, as may be necessary to conserve and otherwise property utilize open spaces and other land and water resources within the boundaries of the Town of Rotterdam.
- K. Carry out such other duties as may be assigned from time to time by the Town Board and to carry out such tasks or responsibilities, consistent with the objectives of Article 12-F of the General Municipal Law, as may be assigned by resolution of the Town Board.

§ 270-211. Reports.

The Council shall submit an annual report to the Town Board, not later than the first day of April of each year, concerning the activities and work of the Council and from time to time shall submit such reports and recommendations as may be necessary to fulfill the purposes of this article.

§ 270-212. Compensation and expenses.

[Amended 1-23-2013 by L.L. No. 2-2013]

The members of the Council, excluding ex officio members, may receive compensation for their services as members thereof and may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties within the appropriations made available thereof. The Council may prepare and submit an annual budget request in writing to the Town Board to defray expenses for compensation, professional staff, consultants, clerical assistants and printing and distribution of publications.

§ 270-213. Construction.

This article shall be deemed an exercise of the powers of the Town of Rotterdam to preserve and improve the quality of the natural and man-made environment on behalf of the present and future inhabitants thereof. This article is not intended and shall not be deemed to impair the powers of any other public corporation.

RESOLUTION NO. 17.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Harry Marx, of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee for a three (3) year term commencing on January 1, 2024 through December 31, 2026:

Roslyn Warlik
Andrea Coppola
Nate Ryan
Bart Metzold


SECTION 3. Roslyn Warlik, of Rotterdam, New York, is hereby appointed as the Vice-Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Chapter 52. Parks and Recreation Advisory Committee

[HISTORY: Adopted by the Town Board of the Town of Rotterdam 10-10-2012 by L.L. No. 6-2012.^[1] Amendments noted where applicable.]

GENERAL REFERENCES

Parks and playgrounds — See Ch. 194.

[1] *Editor's Note: This local law was adopted as Ch. 191 but because of the administrative nature of the legislation was renumbered to place it in Part I of the Code.*

§ 52-1. Legislative intent.

It is recognized that the preservation of urban open space is vital to the health, well-being and development of all area residents. It is desirable to establish a committee in the Town of Rotterdam government that is responsible on an ongoing basis for examining the stewardship of the Town's parks system and for determining whether residents' needs are being met by the Town's parks and open spaces.

§ 52-2. Establishment.

A Parks and Recreation Advisory Committee (hereafter referred to as the "Committee") is hereby established to advise, as appropriate, the Town Board on issues relating to Town-owned parks, open spaces, recreation and programs for the aging.

§ 52-3. Membership; terms of office; vacancies.

A. There shall be nine members of the Committee appointed by the Town Board.

- B. Committee members shall serve three-year terms. However, in order to stagger the terms, the initial terms of 1/3 of the members shall be one year; a second 1/3 shall serve two years; and a final third shall serve three years. At the expiration of such initial terms, all terms shall be for periods of three years.
- C. Vacancies on the Committee shall be filled in the same manner as the original appointment, except that a vacancy occurring other than by the expiration of the term of office shall be filled only for the remainder of the unexpired term.

§ 52-4. Officers.

The Chairperson and Vice Chairperson of the Committee shall be chosen by the Town Board from the nine members of the Committee.

§ 52-5. Quorum; meetings.

- A. A quorum for the transaction of business shall consist of five of the Committee members.
- B. The Committee shall meet at monthly. Meetings may be held at any time on the written request of any two Committee members or at the call of the Chairperson.

§ 52-6. Powers and duties.

The powers and duties of the Committee are as follows:

- A. At the request of the Town Board, review and make recommendations to the Department of Public Works and, as appropriate, advise the Town Board on issues affecting the parks and open spaces and cemeteries.
- B. Prepare and maintain a detailed inventory with descriptions of all areas described in Subsection A.
- C. Review significant new projects or proposed significant changes involving the use, design, construction and management of the lands on which it makes recommendations to be submitted to the Town Board for consideration.

- D. Review and make recommendations regarding the use of parks and open spaces and facilities thereon.
- E. Provide a forum for public comment regarding parks and recreation issues and promote public awareness of the value of open spaces within the community.
- F. Formulate rules, regulations and procedures necessary to conduct its own business, including the authority to set up subcommittees.

§ 52-7. Relationship to other branches of government.

All significant issues involving parks or open spaces that come before any branch of Town government may be referred to the Committee for review and recommendation before they are approved.

§ 52-8. Compensation.

The members of the Committee, including ex officio members, shall receive no compensation for their services but may be reimbursed for reasonable and necessary expenses incurred, as allowed for in the budget.

§ 52-9. Reports.

The Committee shall provide an annual summary of its activities to the Town Board and the Board of Public Works not later than the first day of April of each year. The Committee shall also provide any special reports and recommendations as may be necessary.

RESOLUTION NO. 18.24

**TO APPOINT INDIVIDUALS TO THE VARIOUS POSITIONS AND TITLES FOR THE
CALENDAR YEAR 2024**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed/reappointed to various additional duties and/or part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his designee, with no employee benefits for the year 2024 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$7,000

Wellness Compliance

Megan Griffin Annual Stipend \$2,000

Events/Social Media Coordinator

Megan Griffin Annual Stipend \$3,000

CDL Trainer

Steve Skoda Annual Stipend \$1,000

Stormwater Program Coordinator/Stormwater Management officer

Mary Barrie Hourly Rate \$35.00

Stormwater Management Officer

Daniel Marsello Annual Stipend \$3,500

DPW Records Management

Lisa Gallo Annual Stipend \$2,500

Deputy Comptroller – Part Time

Paul Sebesta Hourly Rate \$115.00

School Traffic Officer

Floyd Rorick Hourly Rate \$17.00

(Maximum of 4 hours daily)

Clerk- Part Time(Highway)

Donna Larsen Hourly Rate \$19.50

Clerk – Part Time(Police Dept)

Allison Kartner Hourly Rate \$24.38

Water Treatment Plant Operator (1st on call)

Ian Bonthron Hourly Rate \$35.00

Water Treatment Plant Operator (2nd on call)

Clark Collins Hourly Rate \$35.00

Building Inspector – Part Time

Lloyd Denny Hourly Rate \$40.00
(Maximum 3 days per week)

Bingo Inspector

William Purcell Hourly Rate \$17.00

Safety Inspector(FEMA)

Kathy Fisher Hourly Rate \$35.00

Accountant – Part Time

Sarah Morrison Hourly Rate \$40.00

Project Coordinator, Office of the Aging– Part Time

Linda Testa Hourly Rate \$35.00
(Not to exceed \$32,000.00 dollars annually)

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

December 20, 2023

By Email

Town Board of the Town of Rotterdam

Town Clerk of the Town of Rotterdam

Re: Resolution No. 18.24

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. 18.24, currently on the agenda for the Town Board meeting scheduled for January 1, 2024, would appoint my husband, Clark Collins, as part-time water treatment plant operator. If approved, my husband's rate of pay would be \$35.00 per hour.

Because this Resolution would appoint my husband, I am providing this written disclosure that I may be deemed to have an interest in this appointment. This disclosure is being sent to the Town Board, the Town Clerk, and I am asking that it be included within the agenda materials in advance of the meeting. I am also asking that this letter be included in the official record of the Town Board's January 1, 2024 meeting.

Finally, in addition to making written disclosure in this letter, I have also chosen to recuse myself from any discussion or vote on this Resolution. I will not be participating in any discussion or vote on this matter at the January 1, 2024 meeting.

Very truly yours,



Mollie A. Collins, Supervisor

RESOLUTION NO. 19.24

ADOPTING RULES OF ORDER FOR REGULARLY SCHEDULED TOWN BOARD MEETINGS

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RULES OF ORDER OF THE TOWN BOARD TOWN OF ROTTERDAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 20.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

INVESTMENT POLICY
FOR THE TOWN OF ROTTERDAM, NEW YORK

I. **SCOPE**

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

II. **OBJECTIVES**

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

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

III. **DELEGATION OF AUTHORITY**

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

IV. **PRUDENCE**

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

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

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

V. **DIVERSIFICATION**

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

VI. **INTERNAL CONTROLS**

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

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

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

VII. DESIGNATION OF DEPOSITORIES

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

VIII. COLLATERALIZING OF DEPOSITS

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

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

IX. SAFEKEEPING AND COLLATERALIZATION

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

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

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

X. PERMITTED INVESTMENTS

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

- Special time deposit accounts
- Certificates of deposit
- Obligations of the United States of America
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America.
- Obligation of the State of New York
- Obligations issued pursuant to LFL ss24.00 of 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town of Rotterdam.
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general statutes governing such entities or whose specific enabling legislation authorize such investments.
- Certificates of Participation (COPs) issued pursuant to GML 22109-b.

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

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

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

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

XII. PURCHASE OF INVESTMENTS

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

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

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

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

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

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

APPENDIX A
SCHEDULE OF ELIGIBLE SECURITIES

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

RESOLUTION NO. 21.24

AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM
PURCHASING POLICY AND PROCEDURES

Purpose

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

Purchasing Policy

1. Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or public works contract. Once that determination is made, a good faith effort will be made to determine if it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase, and will include the reason the purchase is considered exempt.

2. All goods and services will be secured by the use of written requests for proposals, written quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances:
 - a. Goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State finance Law,
 - b. Goods purchased from correctional institutions pursuant to Section 186 of the Correction Law,
 - c. Purchases under State contracts pursuant to Section 104 of the General Municipal Law,
 - d. Purchases under county contracts pursuant to Section 103(3) of the General Municipal Law, or
 - e. Purchases pursuant to Subdivision 7 of this policy.
3. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Amount of Purchase Contract

Method

\$250 - \$999

Written quotes

\$1,000 - \$9,999

Written/fax quotes or
Written Request For
Proposals (RFP)

Above \$10,000

Advertise for Public Bid

Amount of Public Works Contract

Method

\$250 - \$999

Written quotes

\$1,000 - \$4,999

Written/fax quotes

\$5,000 - \$19,999

Written/fax quotes or
Written Request for
Proposals (RFP)

Above \$20,000

Advertise for Public Bid

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

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

In determining whether a service fits into this category, the governing body shall take into consideration the following guidelines:

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

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

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

RESOLUTION NO. 22.24

**APPOINTING THE TOWN BOARD OF ROTTERDAM AS THE OFFICIAL BOARD
OF HEALTH FOR 2024**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Councilmembers of the Town of Rotterdam are appointed to and they do hereby constitute the official Board of Health of the Town of Rotterdam for the year 2024.

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

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

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 23.24
ESTABLISHING THE TOWN BOARD LIAISONS ASSIGNMENTS FOR THE
CALENDAR YEAR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam establishes the following liaison assignments for the calendar year 2024:

BUDGET & FINANCE

Jack Dodson
Teri Gallucci

BUILDINGS & GROUNDS

Jack Dodson
Ronald Schlag

ADA COMPLIANCE

Teri Gallucci
Ronald Schlag

**ECONOMIC DEVELOPMENT &
COMMUNITY AFFAIRS**

Teri Gallucci
Ronald Schlag

**EMERGENCY MEDICAL
PARAMEDIC SERVICES**

Ronald Schlag
Teri Gallucci

EMPLOYEE RELATIONS – CSEA

Jack Dodson
Joseph Mastroianni

EMPLOYEE RELATIONS – PBA

Jack Dodson
Joseph Mastroianni

**ENERGY-SUSTAINABLE &
RENEWABLES**

Joseph Mastroianni
Teri Gallucci

**ENVIRONMENTAL
CONSERVATION/STORMWATER
IMPROVEMENTS-MANAGEMENT**

Jack Dodson
Teri Gallucci

HEALTH

Ronald Schlag
Joseph Mastroianni

HIGHWAY

Jack Dodson
Joseph Mastroianni

HERITAGE & HISTORICAL AFFAIRS

Teri Gallucci
Joseph Mastroianni

INTERGOVERNMENTAL AFFAIRS

Teri Gallucci
Jack Dodson

LOCAL LAW AND ORDINANCES

Jack Dodson
Ronald Schlag

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

Ronald Schlag
Joseph Mastroianni

PUBLIC SAFETY

Jack Dodson
Ronald Schlag

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

Jack Dodson
Joseph Mastroianni

TAXATION & ASSESSMENTS

Joseph Mastroianni
Teri Gallucci

**TECHNOLOGY & RECORDS
MANAGEMENT**

Teri Gallucci
Ronald Schlag

VETERANS AFFAIRS

Ronald Schlag
Joseph Mastroianni

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 24.24

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed as a member of the Town of Rotterdam Sick Leave Fund Committee for a one (1) year term commencing January 1, 2024 through December 31, 2024:

Joseph Mastroianni
Donna Levasseur
Brad Canning
Lisa Gallo

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 25.24

ADOPTING THE 2024 TOWN OF ROTTERDAM MEETINGS SCHEDULE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, Planning Commission, Zoning Board of Appeals, Conservation Advisory Council, Parks and Recreation Advisory Committee, and the Energy Advisory Committee of the Town of Rotterdam shall hold regular public (open) meetings from January 1, 2024 through January 1, 2025 pursuant to the meeting schedule attached.

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

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

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Town Calendar

***RJFD* - Rotterdam Junction Fire Department**

IF NEEDED

Change of week/day

[illegible]

RESOLUTION NO. 26.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The salaries of all annually rated permanent employees in the competitive and non-competitive classes of Civil Service Employment are hereby directed to be paid by the Supervisor from the appropriate line items contained in the 2024 Annual Budget, not to exceed the annual budget amount for the year 2024 without prior Town Board approval, at the rates theretofore established at the time of their respective appointments, plus increments as have otherwise been provided for by law, by collective bargaining agreement or salary increment schedules where applicable and duly adopted.

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

Supervisor	\$13,000.00
Councilmembers (4)	\$10,000.00 (each)
Town Justices (2)	\$39,390.00 (each)
Superintendent of Highways	\$70,965.00
Town Clerk	\$59,438.00
Receiver of Taxes	\$59,438.00
Deputy Town Supervisor	\$ 3,000.00

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

Conservation Advisory Council Member (7)	\$250.00 (each)
Zoning Board of Appeals Member (3)	\$2,625.00 (each)
Zoning Board of Appeals Chair	\$4,200.00
Zoning Board of Appeals Vice Chair	\$3,150.00
Planning Commission Member (5)	\$4,200.00 (each)
Planning Commission Chair	\$8,400.00
Planning Commission Vice Chair	\$4,935.00
Comptroller	\$82,485.00
Assessor	\$87,227.28
Confidential Secretary to the Supervisor	\$50,260.00

Confidential Secretary to the Department of Public Works	\$44,880.00
Deputy Town Clerk	\$46,000.00
Deputy Receiver of Taxes	\$46,000.00
Historian	\$500.00
Board of Assessment Review (5)	\$550.00(each)

SECTION 4. The Comptroller is hereby authorized to modify the 2024 Adopted budget by transferring funds from the Contingency Account (A-1990-4172) to the respective Personal Services appropriations accounts as necessary to be consistent with the salaries listed.

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

SECTION 6. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 27.24

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Effective January 1, 2024, members of the Town Board of the Town of Rotterdam, including the Supervisor, Deputy Supervisor and Town Councilmembers shall not be entitled to dental insurance, vision care insurance or medical and/or health insurance from the Town in any amount. This section shall not apply to any benefits received by an above-mentioned elected official when such benefits are received as a result of prior employment with the Town of Rotterdam.

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

SECTION 3. The Town Board of the Town of Rotterdam hereby affords, at a minimum, the benefits contained in the Memorandum of Agreement dated December 5, 2016 through December 31, 2021, and by the modified Memorandum of Agreement dated January 1, 2022 through December 31, 2023, as in effect and all subsequent contractual agreements negotiated between the Town of Rotterdam and the Town of Rotterdam Unit of the Civil Service Employees Association Inc., to all elected and full-time positions contained in Section 2 above.

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

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

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

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

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

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

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 28.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby approve overtime payment to Town Employees only with the prior written approval of the department head or Town Supervisor and/or designee except in the case of an emergency situation involving the health, safety and welfare of the general public for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 29.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Supervisor of the Town of Rotterdam and/or his/her designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2024 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

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

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

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

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 30.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Chief of Police of the Town of Rotterdam and/or his designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam Police Department to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2024 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

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

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

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

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 31.24

**AUTHORIZING THE SUPERVISOR TO APPROVE THE TRANSFER OF FUNDS TO
THE CHIEF OF POLICE FOR ASSET FORFEITURE INVESTIGATIONS DURING
2024**

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

WHEREAS, the Chief of Police of the Rotterdam Police Department from this time-to-time request that funds from this special reserve fund be made available to the Department; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby authorize the Supervisor of the Town of Rotterdam to approve the transfer of funds to the Chief of Police of the Town of Rotterdam Police Department for asset forfeiture investigations during 2024.

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

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

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 32.24

ESTABLISHING PETTY CASH FUNDS

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Petty cash funds are hereby established for use by various town offices for the year of 2024 as follows:

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

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 33.24

ESTABLISH BANK DEPOSITORIES FOR THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 34.24

REIMBURSEMENT RATE FOR MILEAGE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 35.24

DESIGNATE THE DAILY GAZETTE AS THE OFFICIAL NEWSPAPER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby designates the Daily Gazette, a newspaper published in the City of Schenectady, New York, located at 2445 Maxon Road Extension, Schenectady, New York, 12408, and having significant circulation in the Town of Rotterdam, be the official newspaper of the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 36.24

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN
AGREEMENT FOR PARTICIPATION IN THE SCHENECTADY COUNTY STOP-DWI
PROGRAM FOR THE YEAR 2024**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI Program for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 37.24

**AUTHORIZE THE UTILIZATION OF SPECIFIC ENGINEERING FIRMS TO ACT AS
TOWN DESIGNATED ENGINEERS FOR 2024**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the utilization of the following engineering firms to act as Town Designated Engineers for the calendar year 2024 on a as needed basis:

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

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute contracts with the above referenced engineering firms in 2024.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 38.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with FCM Engineering, PLLC of 156 Spring Road, Scotia, New York 12302, in accordance with the agreement and fee schedule attached to obtain professional consultant services in connection with providing on-call engineering services through December 31, 2024.

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

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Town/Consultant Agreement

Agreement made this _____ day of _____ by and between

Town of Rotterdam, NY

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

FCM Engineering, PLLC

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

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

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

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

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

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

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

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

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

20. Compensation:

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

- Principal Engineer - \$120.00/hour
- Project Engineer - \$105.00/hour
- Senior Engineering Technician - \$90.00/hour

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

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

21. Anticipated Number of Hours – The Consultant's Principal Engineer shall provide services to the town on an average of 20 hours per week. The hours will be based upon the town's needs and may be adjusted by either the Town and the Consultant.

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

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

SS:

_____ OF _____

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

Notary Public, _____, N.Y.

ATTACHMENT A

SCOPE OF SERVICES

A. Purpose:

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

B. General Characteristics:

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

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

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

RESOLUTION NO. 39.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Ben Moore, of 120 Dahlia Street, Rotterdam, New York 12306, to provide photography and videography services for the unedited recording of the Town Board Meetings for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

BENJAMIN R. MOORE


120 Dahlia Street
Rotterdam, N.Y.

December 4, 2023

Town of Rotterdam
Government Center
1100 Sunrise Blvd.
Rotterdam, N.Y. 12306

Town Supervisor Collins,

In regards to the 2024 Town Board Meeting video contract;

Videos will be recorded and uploaded to the Town You Tube channel at \$100.00 for the 1st hour and pro-rated at \$25.00/15 min thereafter. Videos will be recorded in 1080P HD for quality, and uploaded promptly to the You Tube Channel the same evening. Comments are disabled on the channel to avoid controversy. All recorded video will be aired un-edited. A copy of each video will remain on the Town You Tube Channel, and copied to a thumb drive for the Town Clerk's record for submission the following day.

Sincerely yours,

Benjamin R. Moore

RESOLUTION NO. 40.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Boys and Girls Club of Schenectady, P.O. Box 466, Schenectady, New York, 12301, for services to be provided for the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

LEASE AND PROGRAMING SERVICES AGREEMENT

This Agreement, entered into this ____ day of January, 2024, by and between the **ROTTERDAM BOYS & GIRLS CLUB of SCHENECTADY, Inc.**, a domestic corporation with principal offices at, P.O. Box 466, Schenectady, New York, 12301 (hereinafter referred to as the “CLUB”), and the **TOWN OF ROTTERDAM**, a municipal corporation with offices at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 (hereinafter referred to as the “TOWN”).

WITNESSETH

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

1. The CLUB shall lease to the TOWN the entire facility, recognizing the CLUB works with over 1,200 youths and 600 families residing in the TOWN and provides educational, character building, leadership, nutritional and recreational programming for youth residents, senior citizens and families at the Rotterdam Boys & Girls Club branch of the club, located at 721 Curry Road, for a one-year term commencing January 1, 2024 and terminating December 31, 2024.
2. The CLUB shall provide a year-round senior citizen adult program from September through June, three (3) days per week for 1 ½ hours each day and in July & August five days per week, of which one (1) hour daily shall be for senior citizens to utilize the facility every January 1st to May 15th, and from October 1st to December 31st. This shall total five (5) hours per week and the TOWN shall have the right to utilize the facility for all seniors in the TOWN, including but not limited to the gymnasium, computer lab, various program areas, etc. The TOWN and the CLUB agree to negotiate an alternate program(s) for the benefit of senior citizens that shall be approved by town board resolution.
3. The CLUB shall provide to the residents and visitors of the Town of Rotterdam at the CLUB's Rotterdam site shall include the following:
 - a. Children shall be provided with programming every day during the school year and have access to all of the daily activities within the CLUB.
 - b. Access to the CLUB shall be available to Rotterdam-based youth sports programs (basketball, baseball, football, and cheerleading) during the winter months and during inclement weather.
 - c. Programming for toddlers, for sports such as soccer and basketball, shall be available and along with swimming lessons when the pool is available.

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

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

This Agreement shall commence retroactively to on January 1, 2024, and terminate on December 31, 2024. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other.

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

BOYS & GIRLS CLUBS OF SCHENECTADY, INC.

(please print name)

Title: _____

Dated: _____

TOWN OF ROTTERDAM

Town Supervisor

Dated:

RESOLUTION NO. 41.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Arts Center and Theatre of Schenectady, located at 432 State Street, Schenectady, New York 12305, to provide public and government television access, in an amount not to exceed five thousand and 00/100 (\$5,000.00) dollars, annually for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Agreement

This Agreement made this ____ day of January, 2024 by and between the Town of Rotterdam ("Town"), having offices at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, and Arts Center and Theatre of Schenectady, d.b.a. Proctors ("Proctors"), having offices at 432 State Street, Schenectady, New York 12305.

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

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

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

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

Agreement

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

Agreement

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

In Witness whereof, the parties have caused this agreement to be executed by their proper officers this ____ day of January, 2024.

ARTS CENTER AND THEATER OF SCHENECTADY

By: _____
Philip Morris, CEO

TOWN OF ROTTERDAM

By: _____
Diane M Marco, Town Clerk

RESOLUTION NO. 42.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute agreements with Cusack and Company, Certified Public Accountants, LLC, of 7 Airport Park Boulevard, Latham, New York 12110, to provide auditing services to the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

CUSACK & COMPANY
Certified Public Accountants LLC

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

MEMBERS OF:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS OF:
NEW YORK STATE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

November 20, 2023

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

We are pleased to confirm our understanding of the services we are to provide for the Town of Rotterdam Public Housing Agency (the "Agency") for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the Agency, which comprise the statement of financial position as of December 31, 2023, and the related statements of activities for the year then ended, and the disclosures (collectively, the "financial statements"). Also, the schedule of expenditures of federal awards and the supplementary information accompanying the financial statements required by the U.S. Department of Housing and Urban Development (HUD)'s Uniform Financial Reporting Standards for HUD Housing Programs will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

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

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

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

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

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

1. Management override of controls

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

Audit Procedures-Internal Control

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

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

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

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Agency's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those

procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Agency's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Agency in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance, and the supplementary information required by HUD's Uniform Financial Reporting Standards for HUD Housing Programs, based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and other supplementary information. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the information return, but management must make all decisions with regard to those matters.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for

(1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, schedule of expenditures of federal awards, the supplementary information required by HUD's Uniform Financial Reporting Standards for HUD Housing Programs, and related notes in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review as soon as it is received by you.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us

any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with U.S. generally accepted accounting principles; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. generally accepted accounting principles; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Management is also responsible for ensuring that the electronic submission of required financial and compliance data to HUD's Real Estate Assessment Center (REAC) is complete, accurate, and timely, in accordance with your regulatory and contractual obligations to HUD. Performance of the agree-upon procedure required by HUD relating to the electronic submission of your financial information will be addressed in a separate letter.

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

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

The audit documentation for this engagement is the property of Cusack & Company CPAs, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Secretary of Housing and Urban Development or its designee, the HUD Inspector General, or the U.S. Government Accountability Office or their representatives for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cusack & Company CPAs, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation (hardcopy or electronic) to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

Kenneth B. Claflin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit in May 2024.

We estimate that our fees for the audit and other services will not exceed \$7,300. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Reporting

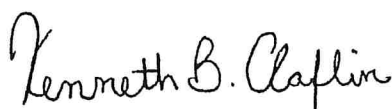
We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Town Board of the Town of Rotterdam Public Housing Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or

have not formed an opinion, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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

Very truly yours,



Kenneth B. Claffin, CPA
Engagement Partner

RESPONSE:

This letter correctly sets forth the understanding of the Town of Rotterdam Public Housing Agency.

Town Supervisor

Date

CUSACK & COMPANY
Certified Public Accountants LLC

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

MEMBERS OF:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS OF:
NEW YORK STATE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

November 20, 2023

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

We are pleased to confirm our understanding of the services we are to provide the Town of Rotterdam for the year ended December 31, 2023. We will audit the financial statements of all fund types and account groups, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Rotterdam and the Town of Rotterdam Town Officials as of and for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, including the disclosures, which collectively comprise the basic financial statements, of the Town of Rotterdam as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Rotterdam's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Rotterdam's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Budgetary Comparison Schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a

guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

Management override of controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers

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

Audit Procedures - Internal Control

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

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

Audit Procedures - Compliance

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

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Rotterdam in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

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

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

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

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

Engagement Administration, Fees, and Other

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

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

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

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

Kenneth B. Claflin, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in May 2024.

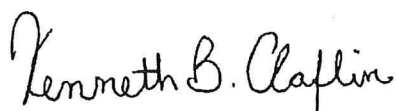
Our fee for these services will be \$18,500 for the Town and \$5,000 for the Town Officials. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. In the past two years, turnover in the accounting department has required that we assist in the reconciliation process and expand the audit procedures needed to insure a proper audit. We have provided our estimated fee assuming this situation will not be present for 2023. If significant additional time is necessary, we will keep you informed of any problem we encounter and our fees will be adjusted accordingly.

Reporting

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

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

Very truly yours,



Kenneth B. Claflin, CPA
Engagement Partner

RESPONSE:

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

Town Supervisor

Date

RESOLUTION NO. 43.24

**AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT
WITH SCOTT M. RONDA, LLC TO REPRESENT TAX LITIGATION MATTERS FOR
THE YEAR OF 2024**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Scott M. Ronda, LLC, located at 1 Vosburgh Road, Suite 2, Mechanicville, New York 12118, to represent the Town of Rotterdam related to tax litigation matters for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

THE LAW OFFICE OF SCOTT M. RONDA, LLC

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

RETAINER AGREEMENT

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

Scope of the Services

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

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

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

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

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

Fees, Costs and Disbursements

Fees for Legal Services

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

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

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

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

Costs and Disbursements

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

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

The Firm shall bill the Client on a regular basis.

Clients Rights and Responsibilities

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

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

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

Town of Rotterdam

Dated:

By: _____, Supervisor

The Law Office of Scott M. Ronda, LLC

Agreement accepted

Dated:

By: Scott M. Ronda, Esq.

RESOLUTION NO. 44.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with, Bartlett, Pontif, Stewart & Rhodes, PC., located at P.O. Box 2168, 1 Washington Street, Glens Falls, New York 12801 to act as Attorneys for the Zoning Board of Appeals for a term commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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

BARTLETT, PONTIFF, STEWART & RHODES, P.C.
ATTORNEYS AT LAW
P.O. BOX 2168
ONE WASHINGTON STREET
GLENS FALLS, NEW YORK 12801-2168

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

SERVICE BY FACSIMILE NOT ACCEPTED

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

November 28, 2023

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

Re: Code Enforcement Request for Proposal - 2024 Contract

Dear Supervisor Collins:

Enclosed please find my proposed Agreement for Services and a copy of my resume. I wish to continue my engagement with the Town of Rotterdam. I have enjoyed the opportunity to work with the Town of Rotterdam over the past seven years and hope that it extends thru 2024. Please advise if you have any questions or need anything further.

Sincerely,

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

Stefanie DiLallo Bitter

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

SDB
736833

AGREEMENT FOR LEGAL SERVICES

This Agreement made in duplicate originals the _____ day of January, 2024, between the **Town of ROTTERDAM**, a municipal corporation with its office at 1100 Sunrise Boulevard, Town of Rotterdam, County of Schenectady and State of New York (hereinafter "the Town") and **Bartlett, Pontiff, Stewart & Rhodes, P.C.**, with its office at One Washington Street, Post Office Box 2168, Glens Falls, NY 12801-2168 (hereinafter "the Firm").

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

ARTICLE 2. TERM OF AGREEMENT. The term of this Agreement shall be from January 1, 2024, through December 31, 2024.

ARTICLE 3. SERVICES TO BE PROVIDED BY FIRM.

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

ARTICLE 4. FEES.

- (a) The Town agrees to pay the Firm and the Firm agrees to receive as compensation from the Town for legal services rendered in connection with all day-to-day zoning inquires and research questions which arise in the course of normal activities for the Zoning Board of Appeals as well as, attendance at all regular and special Zoning Board of Appeals meetings and other legal services of a general nature as may be directed by the Town for a fee of \$1,650.00 per month in 2024.
- (b) If the Town seeks the Firm's representation in special matters there will be an additional fee. The Town agrees to pay to the Firm and the Firm agrees to receive as compensation from the Town for legal services rendered in connection with special matters, which include but are not limited to, prosecution of enforcement matters, assistance with planning matters, labor negotiations, grievances and arbitration, litigation, drafting and promulgation of major or significant local laws and ordinances, creation of special districts and extensions, intermunicipal contracts and associated negotiations an hourly rate of \$220.00 per hour for attorney's time, \$120.00 per hour for paralegal time in 2024.
- (c) If municipal bonding work is required for municipal finance issues (bond counsel), our fee would be calculated as follows: For notes, \$2,000, plus \$1.00 per thousand dollars of the issue; and for bonds (excluding refunding bonds),

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF ROTTERDAM

Date: _____

By: _____
Mollie Collins , Supervisor

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

Date : _____

By: _____
Stefanie DiLallo Bitter, Esq.

789440

RESOLUTION NO. 45.24

AUTHORIZE AND DIRECT THE SUPERVISOR AND/OR DESIGNEE TO PREPARE AND FILE WITH THE TOWN CLERK THE ANNUAL FINANCIAL REPORT WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE CLOSE OF THE 2023 FISCAL YEAR AND DIRECT THE TOWN CLERK TO PUBLISH THE NECESSARY LEGAL NOTICE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, Pursuant to Section 29 (10-a) of New York Town Law, hereby authorizes and directs the Supervisor of the Town of Rotterdam, in lieu of preparing the report required by Section 29(10) of New York State Town Law, to submit to the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days after the close of the 2023 fiscal year, a copy of the report to the NYS Comptroller required by Section 30 of the New York State General Municipal Law pursuant to Section 29(10-a) of the NYS Town Law, and the Town Clerk shall cause a notice to be published within ten (10) days after receipt thereof, that a copy of such report is on file in the Town Clerk's office and is available for public inspection and copying in the official newspaper.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam within ten (10) days after receipt of a copy of the Annual Financial Report of the 2023 Fiscal Year prepared and filed by the Supervisor pursuant to Section 29 (10-a) of the New York State Town Law within one hundred twenty (120) days after the close of the fiscal year, the following public notice:

**TOWN OF ROTTERDAM
PUBLIC NOTICE**

PLEASE TAKE NOTICE: That a copy of the Annual Financial Report of the Town of Rotterdam filed by the Supervisor pursuant to Section 29 (10-a) of the Town Law of the State of New York in the Office of the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days of the close of the 2023 fiscal year and said report being a true and accurate copy of the report to the Comptroller of the State of New York as required by Section 30 of the New York State General Municipal Law, is on file in the Town Clerk's office and available for public inspection and copying during normal business hours.

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

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 46.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Industrial & Utility Valuation Consultants Inc., located at 31 Colonial Green, Albany New York, 12211, to provide Real Property Tax Consulting Services to the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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

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

WITNESSETH

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

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

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

**ARTICLE I
SCOPE OF SERVICES**

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

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

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

ARTICLE II TERM OF THE AGREEMENT

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

ARTICLE III COMPENSATION

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

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

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

ARTICLE IV RELATIONSHIP

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

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

ARTICLE V
LICENSURE & CERTIFICATION

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

ARTICLE VI
NOTICES

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

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

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

ARTICLE VII
DISCRIMINATION

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

ARTICLE VIII
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

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

ARTICLE IX
NONDELEGATABILITY:

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

ARTICLE X
AUDIT AND INSPECTION RIGHTS:

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

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

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

ARTICLE XII
AWARD OF AGREEMENT/NONCOLLUSION:

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

ARTICLE XIII
INDEMNIFICATION:

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

ARTICLE IVX
MODIFICATIONS

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

ARTICLE XV
CONSTRUCTION OF AGREEMENT:

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

ARTICLE XVI
PARTIAL INVALIDITY

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

ARTICLE XVII
TERMINATION OF AGREEMENT

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

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

TOWN OF ROTTERDAM

INDUSTRIAL & UTILITY VALUATION
CONSULTANTS, INC.

RESOLUTION 47.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Hodgson/Russ LLP, Bond Counsel Attorneys, located at 677 Broadway, Suite 301, Albany, New York to provide bond counsel services to the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 48.24

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Orrick, Herrington & Sutcliffe LLP, Bond Counsel Attorneys, located at 51 West 52nd Street, New York, New York 10019, to provide bond counsel services to the Town of Rotterdam, for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM
BOND COUNSEL CONTRACT
2024

This Agreement is entered into this 1st day of January, 2024 by and between the Town Board of the Town of Rotterdam (hereinafter the "TOWN"), having its principal place of business for the purpose of this Agreement at 1100 Sunrise Boulevard, Rotterdam, New York 12306, and Orrick Herrington & Sutcliffe, LLP (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 51 West 52nd Street, New York, New York.

A. TERM

The term of this Agreement shall be from January 1, 2024, through December 31, 2024, inclusive, unless terminated early as provided for in this Agreement. It is understood that the TOWN is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

The Bond Counsel shall:

1. Render an opinion in connection with the issuance of obligations by the TOWN regarding:
 - a. whether the TOWN's obligations have been properly authorized and issued and are valid,
 - b. that the essential sources of security for the TOWN's obligations have been legally provided for, and
 - c. that interest on the TOWN's obligations is exempt from federal income taxation.
2. Prepare a record that is sufficient to render the necessary legal opinions.
3. Participate in conferences and telephone discussions with representatives of the TOWN regarding the capital and/or cash flow financing requirements.
4. Draft authorizing documents for the Board relating to financings, and proceedings with respect to the sale of the TOWN's notes and/or bonds.
5. Advise the TOWN on best practices and recommended procedures and make modifications to policy and procedure as requested by the TOWN for efficient operations and auditing requirements.
6. Provide advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations and the disclosure rules of the Securities and Exchange Commission.
7. Participate with TOWN and its financial advisors in scheduling and structuring each note and/or bond financing.
8. Assist in drafting and review of agreements, forms and underlying documentation relating to the financing.
9. Assist in the preparation and review of the official statement and other necessary documents, if any, used in the public offering of TOWN's notes and/or bonds.
10. Assist, upon request, in the negotiation of contracts and other matters related to the note and/or bond offering and rendering of additional opinions as to specific matters.

11. Provide administrative coordination of meetings and sale and closing arrangements.
12. Consult with the TOWN, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing.
13. Attend to all necessary Internal Revenue Service issue reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended.
14. Prepare, draft and review closing papers including, but not limited to:
 - a. Certificate of Determination of the Town Supervisor,
 - b. Closing Certificate,
 - c. TOWN Attorney's Certificate, (if required)
 - d. Arbitrage and Use of Proceeds Certificate, and
 - e. Certificate with Respect to the Official Statement.
15. Prepare the form of the note and/or bond for each note and/or bond sale.
16. Prepare the draft opinion for each note and/or bond sale, and the furnishing of same to the credit rating agencies, as requested.
17. Prepare all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations.
18. Deliver securities to The Depository Trust Company in New York City to be held in escrow until the closing.
19. Render final approving legal opinion with respect to each financing.
20. Administer coordination of closings with the TOWN, financial advisor, underwriter and the Depository Trust Company.
21. Provide continuous and unlimited communication and assistance to the TOWN throughout the course of each financial transaction.
22. Meet Insurance Requirements.
23. Maintain and archive all claim files and will ensure strict confidentiality of all employee data, records, and files. Bond Counsel will not make available to any outside party, vendor, or sales or marketing organization, any records or information pertaining to TOWN or its employees.
24. Defend, indemnify and "hold harmless" the TOWN from any claim, demand, lawsuit, judgment, cost or expense, including reasonable attorney's fees, which arises from any negligent act or omission by Bond Counsel in the performance of services under this agreement for the TOWN. Not be responsible for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, strike, power failure, interruption or loss of telephone or telecommunication services, or governmental act of regulation; or the failure of the TOWN to provide complete and correct provider information and/or employee records and information.

C. COMPENSATION:

1. The TOWN shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the TOWN.
 - i. SEE ATTACHED SERVICE AND FEE SCHEDULE
2. The CONSULTANT shall submit invoices for payment on a per transaction basis.
3. The TOWN shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination:

- a. Either the CONSULTANT or the TOWN may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the TOWN to immediately terminate this Agreement without any further liability to CONSULTANT.
- c. In the event the CONSULTANT or the TOWN terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Independent Contractor:

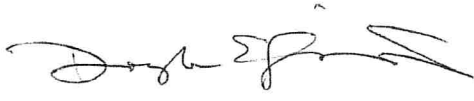
- a. CONSULTANT will be engaged as an independent Contractor, and therefore, be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Workers' Compensation, unemployment insurance, New York State Employees' Retirement System, health and dental insurance, or malpractice insurance or the like.
 - c. TOWN, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600.00, which thereupon will be reported for income tax purposes.
3. TOWN reserves the right to reject any of the CONSULTANT'S staff, which the TOWN, at its sole discretion, may deem unqualified.
4. Defense /Indemnification
- a. CONSULTANT agrees to defend, indemnify and hold harmless the TOWN, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or

negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- b. TOWN agrees to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the TOWN, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
5. All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:
 - i. To Town: Supervisor
 - ii. To Consultant: Douglas E. Goodfriend, Esq.
6. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
8. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
9. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws and regulations of the State of New York and applicable Federal laws and regulations arising under this Agreement shall be litigated in the Courts of Tompkins County, New York.
10. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
11. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
12. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year above written.

CONSULTANT:

By: 

Partner, Orrick Herrington & Sutcliffe, LLP

TOWN:

By: TOWN OF ROTTERDAM, NEW YORK

Name: _____
Title: _____

ORRICK, HERRINGTON & SUTCLIFFE LLP
GENERAL OBLIGATION FEE SCHEDULE (2024)

BOND ANTICIPATION NOTES

<u>Principal Amount</u>		<u>Fee</u>	
Up to	\$ 99,000	\$	925
\$100,000 to	\$299,000	\$	965
\$300,000 to	\$599,000		\$1,075
\$600,000 to	\$799,000		\$1,295
\$800,000 to	\$999,999		\$1,575
\$1,000,000 to	\$1,999,999	\$2,500	<i>plus</i> \$1.00 per \$1,000 on amount over \$1,000,000
\$2,000,000 to	\$2,999,999	\$3,600	<i>plus</i> 85 cents per \$1,000 on amount over \$2,000,000
\$3,000,000 to	\$3,999,999	\$4,765	<i>plus</i> 75 cents per \$1,000 on amount over \$3,000,000
\$4,000,000 and	\$19,999,999	\$6,235	<i>plus</i> 65 cents per \$1,000 on amount over \$4,000,000
\$20,000,000 to	\$49,999,999	\$15,925	<i>plus</i> 55 cents per \$1,000 on amount over \$20,000,000
\$50,000,000 and up		\$32,500	<i>plus</i> 50 cents per \$1,000 on amount over \$50,000,000
PLUS	\$300 for each extra set of closing papers (separate purchasers).		
PLUS	A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).		
PLUS	\$875 for review of Official Statement.		
PLUS	\$350 for Material Events or Continuing Disclosure certification.		
PLUS	\$350 for bond tax law review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.		

NO INCIDENTAL EXPENSE CHARGES

CASH FLOW FINANCINGS

Budget or Deficiency Notes:	Base fee \$2,500 plus 90 cents per \$1,000 plus \$25 for each extra specific purpose for which the notes are being issued.
RANs:	Base fee \$2,500, plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of aid or revenue in anticipation of which the notes are being issued.

TANs: Base fee \$2,500 plus 75 cents per \$1,000 for the first \$10,000,000, 60 cents per \$1,000 for the next \$30,000,000 and 50 cents per \$1,000 thereafter, plus \$25 for each extra specific type of taxes or assessments in anticipation of which the notes are being issued.

PLUS \$875 for review of Official Statement.

PLUS \$350 for Material Events or Continuing Disclosure certification.

PLUS \$350 for bond tax law review.

BOND ISSUES (PUBLIC SALE)

\$8,500 base fee **PLUS** (if applicable):

- 1) \$875 Review of Official Statement.
- 2) \$500 Review of bond insurance documents, if applicable.
- 3) \$350 Continuing Disclosure certification.
- 4) \$350 for Bond Tax Law Review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.
- 5) \$1.50/\$1,000 principal amount of the issue up to and including the first \$25,000,000 principal amount of the bond issue.
- 6) \$1.25/\$1,000 principal amount above \$25,000,000 to \$50,000,000.
- 7) \$1.00/\$1,000 thereafter.
- 8) A one-time charge of \$350 for the drafting of any bond resolution (if not previously billed).

NO INCIDENTAL EXPENSE CHARGES

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

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$5,000,000 sold at private sale, except that the base fee shall be \$4,750 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$6,000 for issues sold on a competitive basis (necessitating a Notice of Bond Sale).

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

Same as for public sale with the addition of hourly \$ rate for time expended in connection with documents, conferences and other matters relating to issue. To be approved in advance.

STATUTORY INSTALLMENT BONDS

\$4,750 base fee.

PLUS \$1.25/\$1,000 principal amount of the issue.

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

DISTRICT PROCEEDINGS/ELECTION PROCEEDINGS

\$2,500 for Town district formation proceedings including election proceedings required or desired.

\$2,500 for Town district consolidation proceedings.

\$1,250 for Town district Section 202-b improvement proceedings.

\$1,250 for School District proposition election proceedings or Town, Village or Fire District election proceedings for bond resolution referendum.

HOURLY RATES

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

NO INCIDENTAL EXPENSE CHARGES

* * * * *

ORRICK'S FEE COVENANTS

Orrick makes the following covenants with respect to its fees:

- 1) Once retained as Bond Counsel by any client pursuant to this schedule, the fees for any financing initiated on or after the date of this schedule shall be charged according to this schedule and will not be subject to increase by any subsequent fee schedule changes;
- 2) Any fees charged pursuant to this schedule shall remain in full force and effect for the entire course of the financing no matter how long it takes to complete the financing;

- 3) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing; and
- 4) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

Douglas E. Goodfriend
Thomas E. Myers
Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, New York 10019-6142
Telephone: (212) 506-5000
Fax: (212) 506-5151

RESOLUTION NO. 49.24

**TO ENACT INTRODUCTORY LOCAL LAW NO. 1 OF 2024; ESTABLISHING AN
AMENDMENT AND SIX (6) MONTH EXTENSION TO LOCAL LAW 9 OF 2022
WHICH ESTABLISHED A TWELVE (12) MONTH MORATORIUM ON SOLAR
FARMS AND SOLAR POWER PLANTS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 1 of 2024.

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 January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Local Law Filing

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

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

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Rotterdam

Local Law No. 1 of the year 20²⁴

A local law to amend and extend Local Law 9 of 2022

(Insert Title)

Be it enacted by the of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of Rotterdam as follows:

See attached

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

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

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

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2024 of the ~~(County)(City)(Town)(Village)~~ of Rotterdam was duly passed by the Rotterdam Town Board on January 1 2024, in accordance with the applicable provisions of law.
(Name of Legislative Body)

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

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

3. (Final adoption by referendum.)

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

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

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

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

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

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

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

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

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

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

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

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

(Seal)

Date: _____

TOWN OF ROTTERDAM
LOCAL LAW NO. 1 OF THE YEAR 2024

A LOCAL LAW TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022

SECTION 1. Authorization

This local law is enacted pursuant to the provisions of New York’s Town Law and Municipal Home Rule Law.

SECTION 2. Title and Purpose

This law shall be known as and may be cited as Local Law No. 1 of 2024 and shall be referred to as the “Local Law Extending and Imposing Six-Month Moratorium on New Large-Scale Solar Use Projects in the Town of Rotterdam”

SECTION 3. Legislative Finding

The Town passed a Moratorium on Large-Scale Solar Use Projects that expires on December 16, 2023. The Town believes it is necessary to extend the Moratorium on new projects to enable the Town to continue to evaluate and possibly revise certain provisions of the Code. The proposed moratorium will not apply to projects that have previously obtained final approvals for Large-Scale Solar Use.

SECTION 4. Amendment

Local Law 9 of 2022, “A Local Law to Establish a 12- Month Moratorium on Solar Farms and Solar Power Plants”, at Section 4(A) and 4(B) “Moratorium” shall be amended as follows:

- A. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

- B. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5. Validity and Severability

Should the removal of any word, section, clause, paragraph, sentence, part or provision of this local law be declared invalid by a Court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

SECTION 6. Repeal, Amendment and Supersession of Other Laws

All other ordinances or local laws of the Town of Rotterdam which are in conflict with the provisions of this local law are hereby superseded or repealed to the extent necessary to give this local law force and effect.

SECTION 7. Effective Date

This Local Law shall take effect immediately upon filing with the New York Department of State and shall remain in force and effect for a period of six (6) months from the date of such filing.

RESOLUTION NO. 50.24
TO ACCEPT TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the December 13, 2023 town board meeting as attached.

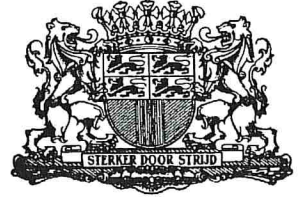
SECTION 2. This resolution shall become effective January 1, 2024

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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: **January 1, 2024**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **December 13, 2023 Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **January 1, 2024.**

TO BE PLACED ON TOWN BOARD MEETING OF: **January 1, 2024.**

Background Information: Attached. To adopt the meeting minutes from the **December 13, 2023 Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **January 1, 2024.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

December 15, 2023

Certified Resolutions: #350.23-#372.23 for the year 2023 was duly adopted at the Town Board Meeting held at the John F. Kirvin Government Center, 1100 Vinewood Avenue Rotterdam, New York 12306 on Wednesday, December 13, 2023 at 7:00 p.m. The Town Board agenda review meeting began at approximately 6:40 p.m. The agenda review was adjourned at approximately 6:58 p.m. All agreed to adjourn agenda review. Motion #36 was made by Councilmember Mastroianni and seconded by Councilmember Dodson. Motion #37 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. Motion #38 was made by Councilmember Christou and seconded by Councilmember Dodson. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 9:17 p.m. by Councilmember Christou and seconded by Councilmember Dodson. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

December 13, 2023

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

- Citation recognizing the Mohonasen Marching Band

PRESENTATIONS

- Police and Court Facility Evaluation presented by Barton and Logudice

PUBLIC HEARING

- To amend Chapter 270, Zoning, of the town code, relating to a change of zone from Agricultural (A-1) to General Business (B-2). Applicant is requesting a Change of Zone to facilitate the construction of a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road (Tax Map No. 57-3-7.112), and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road (Tax Map No. 57.7-1-1.2).

PUBLIC HEARING CLOSED

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

36.23 To amend publication for resolution 361.23.

37.23 To add Resolution 372.23 to agenda.

38.23 To close Public Hearing.

RESOLUTIONS

350.23 To accept Town Board meeting minutes of November 15, 2023.

351.23 To appoint a police officer.

352.23 To accept revenue for Town Clerk's office for November 2023.

353.23 To reappoint Thomas Delaney to the Board of Assessment Review.

354.23 To negotiate and execute an agreement with Labella Associates for professional engineering services related to the Sewer District No. 7, Extension No. 1 benefit assessment determination.

355.23 To authorize healthcare insurance contracts for 2024.

356.23 To accept real estate from Daniel and Linda Lucca at the terminus of Rensselaer Avenue for town roadway improvements.

357.23 Requesting bids for police uniforms and equipment.

358.23 To call for a public hearing to discuss the allowance to install an 18.225kw ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store.

359.23 Approving bingo on Sundays at Via Port for organizations.

360.23 To negotiate and execute an agreement with HydroSource Associates, PC for hydrogeologic services and consulting.

361.23 To recognize the Introduction of Local Law No. __ of 2023; To amend and extend Local Law No. 9 of 2022 and schedule a public hearing thereon.

362.23 To approve budget transfers to the 2023 budget.

363.23 To accept and award bid for Special Improvement Project Area Curry Road Sewer.

364.23 To authorize contracts for 2024 insurance coverage.

365.23 To authorize compensation to Jeffrey R. Collins.

366.23 To authorize an agreement with Prime AE for professional engineering services related to the Water Distribution System Universal Metering Initiative Implementation Plan.

- 367.23** To negotiate and execute amendment #3 with Barton and Logudice for professional engineering services for the Salt Shed Storage and Yard Waste Processing Facility.
- 368.23** To create fund line H133 for Kiwanis Boat Launch Expenditures.
- 369.23** To amend Resolution 296.21 relating to the use of ARPA funds.
- 370.23** To renew an agreement with Ameriflex for healthcare reimbursement accounts.
- 371.23** To authorize the Supervisor to sign a Right of Way lease and agreement with Greenlight Networks, LLC
- 372.23** To authorize the Supervisor to sign an Option and Right of First Refusal Agreement for 369 Duanesburg Road.

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public Special meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following motion passed:

MOTION 36.23

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to amend publication for resolution 361.23

SECTION 2. This motion shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing motion is a true and correct transcript of the original resolution 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 December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public Special meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following motion passed:

MOTION 37.23

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 add Resolution 372.23 to agenda.

SECTION 2. This motion shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing motion is a true and correct transcript of the original resolution 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 December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public Special meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following motion passed:

MOTION 38.23

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This motion shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing motion is a true and correct transcript of the original resolution 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 December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 350.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF NOVEMBER 15, 2023

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

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 November 15, 2023 Town Board meeting as attached.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 351.23

TO APPOINT A POLICE OFFICER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jarret M. Dunham is hereby appointed to the position of Patrolman 5th, full time, probationary, with full time employee benefits, and subject to pre-employment background checks, at an annual salary of sixty-six thousand eight hundred fifty-one and 22/100 (\$66,851.22) dollars, commencing December 18, 2023.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 352.23

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR NOVEMBER 2023

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of November, 2023, has been placed on file and the Town Clerk's check in the amount of three thousand nine hundred two dollars and 56/100 (\$3,902.56) dollars has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective December 13, 2023

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 353.23

TO REAPPOINT THOMAS DELANEY TO THE BOARD OF ASSESSMENT REVIEW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board of the Town of Rotterdam hereby reappoints Thomas Delaney as a member of the Board of Assessment Review, for a five (5) year term commencing October 1, 2023 through September 30, 2028.

SECTION 2. This resolution shall be retroactive to October 1, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 354.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LABELLA ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SEWER DISTRICT NO. 7, EXTENSION NO. 1 BENEFIT ASSESSMENT DETERMINATION

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with LaBella Associates located at 4 British American Boulevard Latham, NY 12110, for professional engineering services related to the Sewer District #7, Extension #1 Benefit Assessment Determination, in the amount not to exceed ten thousand one hundred sixty and 00/100 (\$10,160.00) dollars.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 355.23

TO AUTHORIZE HEALTHCARE INSURANCE CONTRACTS FOR 2024

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

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 healthcare insurance contracts with Capital District Physician Health Plan, Inc. (CDPHP), MVP Health Services Corp. (MVP), and Humana for employee healthcare coverage in the year 2024.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 356.23

**TO ACCEPT REAL ESTATE FROM DANIEL AND LINDA LUCCA AT THE TERMINUS OF
RENSSELAER AVENUE FOR TOWN ROADWAY IMPROVEMENTS**

WHEREAS, Mr. and Mrs. Daniel and Linda Lucca have over the years expressed interest in transferring a portion of their property to the Town so that roadway improvements can be made on Rensselaer Avenue which includes a proper turn-around area; and

WHEREAS, Ausfeld & Waldruff Land Surveyors LLP performed a planimetric and boundary survey of the property where a map was then prepared along with a description of each parcel; and

WHEREAS, Mr. & Mrs. Lucca have agreed to convey Parcels 1 and 2 as shown on the map to the Town and they will retain ownership of Parcel 3; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts real estate parcels One (1), and Two (2), as depicted on a map entitled “Fiero Park SURVEY MAP OF CONVEYANCES BETWEEN THE LANDS OF DANIEL & LINDA LUCCA AND THE TOWN OF ROTTERDAM,” dated October 30, 2023 from Mr. and Mrs. Lucca for a purchase and sale of one dollar (\$1.00) per parcel to the Town of Rotterdam, for a total cost of two dollars (\$2.00), with the deed for each parcel to stipulate that the lands be only used for roadway improvements.

SECTION 2. The Town agrees to handle all conveyance documents and fees at no cost to Mr. and Mrs. Lucca.

SECTION 3. This resolution shall become effective December 13, 2023

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 357.23

REQUESTING BIDS FOR POLICE UNIFORMS AND EQUIPMENT

THEREFORE, UPON MOTION OF Councilmember **MILLER-HERRERA**, 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 Police Uniforms and Equipment.

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 Thursday, the 28th day of December 2023, at 10:00 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 next 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:

POLICE UNIFORMS AND EQUIPMENT

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., THURSDAY, DECEMBER 28, 2023**

**ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE
RESPONSIBILITY OF THE BIDDER**

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: December 13, 2023

BidNet: Please publish on December 14, 2023

Daily Gazette: Please publish once on December 16, 2023

Town Clerk Post

SECTION 3. This resolution shall become effective December 13, 2023

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 358.23

TO CALL FOR A PUBLIC HEARING TO DISCUSS THE ALLOWANCE TO INSTALL AN 18.225KW GROUND MOUNTED SMALL-SCALE SOLAR ARRAY ON A ±10-ACRE PARCEL FOR USE BY THE HUNGRY CHICKEN COUNTRY STORE

WHEREAS, Jeffrey Klein has requested approval, to discuss the allowance to install an 18.225kW ground mounted small-scale solar array for use by the Hungry Chicken Country Store, located in the Aquifer Overlay Zone on, Tax Map No. 28.00-3-4, 661 River Road in Rotterdam, New York 12306; and

WHEREAS, pursuant to the provisions contained in Article XIV entitled "AO Aquifer Area Overlay District" the Town Board of the Town of Rotterdam must conduct a public hearing and make a final decision on all proposals for property located in the Aquifer Area Overlay District; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 10th day of January 2024 for the following purpose:

To discuss the allowance to install an 18.225kW ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store, located in the Aquifer Overlay Zone on, Tax Map No. 28.00-3-4, 661 River Road in Rotterdam, New York 12306.

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

DATED: December 13, 2023

Daily Gazette: Please publish once on December 28, 2023

**Town Clerk
Post**

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 359.23
APPROVING BINGO ON SUNDAYS AT VIA PORT FOR ORGANIZATIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby approves Schenectady Shrine Club, Cyprus Shriners, Notre- Dame Bishop Gibbons High School, Mohonasen Foundation for Excellence, Marival Lake Owners Association, Schenectady Belmont Football, and Buekendaal Temple Association to potentially play Bingo at the Via Port, 93 West Campbell Road, Rotterdam, NY 12306 on Sundays on the condition that they apply for and receive their Bingo Identification numbers from the NYS Gaming Commission.

SECTION 2. The organizations that would like to play Bingo on Sunday will then need to send the letter that was received from the NYS Gaming Commission to the Town Clerks office to apply for a license to be approved.

SECTION 3. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 360.23

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HYDROSOURCE ASSOCIATES,
PC FOR HYDROGEOLOGIC SERVICES AND CONSULTING**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with HydroSource Associates, PC, located at 120 Daniel Webster Highway, Meredith, NH 03253, for Hydrogeologic services and Consulting services related to the construction and permitting of a new supply well, Well PW-6, to develop an additional public drinking water source, in the amount not to exceed nine hundred ninety six thousand, three hundred fifty and 00/100 (\$996,350.00) dollars.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 361.23

TO RECOGNIZE THE INTRODUCTION OF LOCAL LAW NO. __ OF 2023 TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022 AND SCHEDULE A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. __ of 2023 to establish an amendment and six (6) month extension to Local Law 9 of 2022 which established a twelve (12) month moratorium on solar farms and solar power plants.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. __ of 2023 is a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (36), and therefore no further SEQRA review is required.

SECTION 3. The Town Board hereby refers Introductory Local Law No. __ of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. The Town Board hereby authorizes and directs the Senior Planner to refer Introductory Local Law No. __ of 2023 to the Schenectady County Department of Economic Development & Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 5. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 1st day of January, 2024 for the following purpose:

For the enactment of Introductory Local Law No. __ of 2023 relating to establishing an amendment and six (6) month extension of Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants.

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

DATED: December 13, 2023

Daily Gazette: Please publish once on December 17, 2023

Town Clerk

Post

SECTION 6. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 362.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

THEREFORE, UPON MOTION OF Supervisor COLLINS, 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 transfers to the various accounts for 2023 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A7110 4153	FROM: Parks Improvements	-14,000.00
General	A7110 2000	INTO: Facilities/Equipment	+14,000.00
General	A2680 2680	FROM: Insurance Recovery	-27,145.19
General	A3120 2520	INTO: Police Camera Equipment	+27,145.19
General	A2650 2650	FROM: Sale of Scrap Metal	-7,830.00
General	A3120 4317	INTO: Police Emerg. Equip. & Suppl.	+7,830.00
General	A2665 2665	FROM: Sale of Equipment (Vehicle)	-7,505.00
General	A3120 2010	INTO: Police Patrol Vehicles	+7,505.00
General	A2665 2665	FROM: Sale of Equipment (Vehicle)	-4,950.00
General	A3120 2010	INTO: Police Patrol Vehicles	+4,950.00

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 363.23

TO ACCEPT AND AWARD BID FOR SPECIAL IMPROVEMENT PROJECT AREA CURRY ROAD SEWER

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on, December 4, 2023, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk on December 1, 2023 for public inspection upon request for the purchase by the Town of Rotterdam of the following:

SPECIAL IMPROVEMENT PROJECT AREA CURRY ROAD SEWER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Special Improvement Project Area Curry Road Sewer for the Town of Rotterdam to Wolfe Excavation LLC, located at 275 Red Schoolhouse Road, Johnstown, New York 12158, at the mutual consent of both the Town and Wolfe Excavation LLC for the total lump sum for all base bid items (Bid Item No. 1 + No. 2) in the amount of \$427,144.00.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective December 13, 2023.

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 364.23

TO AUTHORIZE CONTRACTS FOR 2024 INSURANCE COVERAGE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute agreements for insurance coverage for the year 2024 consistent with the proposal dated 11/29/2023 from USI Ins. Services LLC, and The Travelers Companies Inc. and its affiliates.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 365.23

TO AUTHORIZE COMPENSATION TO JEFFREY R. COLLINS

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 compensation to Jeffrey R. Collins for his loss incurred resulting from the correction of Deferred Compensation contributions for the period of August 15, 2019 through September 8, 2022, in the amount not to exceed five hundred thirty-six and 88/100 (\$536.88) dollars.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 366.23

**TO AUTHORIZE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL
ENGINEERING SERVICES RELATED TO THE WATER DISTRIBUTION SYSTEM
UNIVERSAL METERING INITIATIVE IMPLEMENTATION PLAN**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to provide Professional Engineering Services related to the Town of Rotterdam Water Distribution System Universal Metering Initiative Implementation Plan, in the amount not to exceed fifty-seven thousand eight hundred and 00/100 (\$57,800.00) dollars.

SECTION 2. This resolution shall become effective on December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 367.23

TO NEGOTIATE AND EXECUTE AMENDMENT #3 WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SALT SHED STORAGE AND YARD WASTE PROCESSING FACILITY

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 negotiate and execute Amendment #3 with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for additional Construction Phase Services for the Salt Shed Storage and Yard Waste Processing Facility, in the amount not to exceed fifty thousand and 00/100 dollars (\$50,000.00).

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 368.23

TO CREATE FUND LINE H133 FOR KIWANIS BOAT LAUNCH EXPENDITURES

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 establish Capital Project H133 (Kiwanis Boat Launch) to allow for the proper recording of all associated revenues and expenditures.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 369.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 349.23 adopted on November 15, 2023, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road (\$260,000.00) and 212 Phillips Road (\$215,000.00) for the future use as Town parkland (total of \$475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 (\$415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 (\$136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements (\$1,200,000.00); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 (\$44,965.61) and S28120 2000 (\$14,988.54) (\$59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects (\$250,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects (\$150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects (\$75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles (\$175,000.00); and

WHEREAS, the Town Board of the Town of Rotterdam desires to reallocate the designation of funds for the Special Improvements Area Curry Road Sewer Improvement Project, originally allocating \$250,000 received pursuant to the American Rescue Plan Act (ARPA), paid from the fund line H125 Capital Projects, to the reduced allocated amount of \$100,000, paid from the fund line H125; and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of \$250,000 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Salt Storage and Yard Waste Processing Facility project, and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of \$31,240.46 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Kiwanis International Park Waterfront Access Improvement Project; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 296.21 is hereby amended to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road (\$260,000.00) and 212 Phillips Road (\$215,000.00) for the future use as Town parkland (total of \$475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 (\$415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 (\$136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements (\$1,200,000.00); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 (\$44,965.61) and S28120 2000 (\$14,988.54) (\$59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects (\$100,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects (\$150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects (\$75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles (\$175,000.00); and to fund the Salt Storage and

Yard Waste Processing Facility project paid from the fund line H107 Highway Salt Shed (\$250,000.00), and to fund the Kiwanis International Park Waterfront Access Improvement Project paid from fund line H133 Kiwanis Boat Launch (\$31,240.46).

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 transfers to the various accounts for 2023 are hereby audited and approved:

<u>Fund</u>	<u>Account No.</u>	<u>Title</u>	<u>Amount</u>
General	A 909	FROM: Fund Balance	-\$281,240.46
General	H107	INTO: Capital Projects	+\$250,000.00
General	H133	INTO: Capital Projects	+\$31,240.46

SECTION 3. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

<u>NAME</u>	<u>AYES</u>	<u>NOES</u>	<u>ABSTAIN</u>
Christou	X		
Miller-Herrera			X
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 370.23

**TO RENEW AN AGREEMENT WITH AMERIFLEX FOR HEALTHCARE
REIMBURSEMENT ACCOUNTS**

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

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 continued agreement with Ameriflex, 7 Carnegie Plaza, Suite 200, Cherry Hill, New Jersey 08003, to administer the healthcare reimbursement accounts (HRA) made available to employees utilizing a CDPHP HMO 30/50 healthcare plan offered by the Town of Rotterdam, and agreed to as a part of their collective bargaining agreements, for successive periods of 12 months, as is allowable by Section 1.1 of the Administrative Service Agreement, until there are changes necessary or rates increased.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 371.23

TO AUTHORIZE THE SUPERVISOR TO SIGN A RIGHT OF WAY LEASE AND AGREEMENT WITH GREENLIGHT NETWORKS, LLC

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 negotiate and execute a right-of-way lease and agreement with Greenlight Networks, LLC, for the use of the Town of Rotterdam's right-of-way for the installation and maintenance of a fiber optic network for use as an internet service provider.

SECTION 2. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 372.23

TO AUTHORIZE THE SUPERVISOR TO SIGN AN OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT FOR 369 DUANESBURG ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to accept and sign an Option and Right of First Refusal Agreement with Leslie J. Zampino and Robert N. Zampino, for the property of 369 Duanesburg Road.

SECTION 2. The resolution shall become effective December 13, 2023.

DATED: December 13, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk

