ORGANIZATIONAL MEETING OF THE
ROTTERDAM TOWN BOARD
JANUARY 1, 2022
1:00 pm
AGENDA
SWEARING IN CEREMONIES 1:00 pm

Supervisor Mollie A. Collins – Sworn in by Kenna Collins
Councilmember Charles Jack Dodson – Sworn in by Shelley Dodson
Councilmember Joseph Mastroianni – Sworn in by Janet Mastroianni
Town Clerk Diane M. Marco – Sworn in by Michelle Cardinal
Receiver of Tax Diane J. Martin – Sworn in by Louis F. Martin
Town Justice Kenneth P. Litz – Sworn in by Renee L. Taylor-Litz
Highway Superintendent Larry LaMora – Sworn in by Christina Mastrianni/Lorenzo Mastrianni

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS/PRESENTATIONS:

PUBLIC HEARINGS:

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:

1.22 A resolution authorizing the Supervisor to execute a contract with Gilchrist Tingley, P.C. to act as Attorneys for the Town of Rotterdam and as Attorneys for the Planning Commission for a term commencing January 1, 2022 through December 31, 2022

2.22 A resolution appointing Charles Jack Dodson of Rotterdam, New York to the position of Deputy Supervisor of the Town of Rotterdam for a two (2) year term commencing on January 1, 2022 through December 31, 2023.

3.22 A resolution appointing Megan Griffin of Rotterdam, New York to the position of Confidential Secretary to the Supervisor commencing on January 1, 2022.

4.22 A resolution appointing Alison Grace of Colonie, New York to the position of Comptroller and Budget Officer for the Town of Rotterdam for a two (2) year term commencing January 1, 2022 through December 31, 2023.

5.22 A resolution reappointing Town Clerk Diane M. Marco of Rotterdam New York to the position of Registrar of Vital Statistics and Marriage Officer, for the Town of Rotterdam for a four (4) year term commencing January 1, 2022 through December 31, 2025.

6.22 A resolution reappointing Jody Binkley of Rotterdam, New York to the positions of Deputy Town Clerk, Deputy Registrar of Vital Statistics and Deputy Marriage Officer of the Town of Rotterdam commencing January 1, 2022.

7.22 A resolution reappointing Diane J. Martin and John J. Woodward to the position of alternate marriage officers of the Town of Rotterdam for a four (4) year term commencing January 1, 2022 through December 31, 2025.

8.22 A resolution reappointing Kristen Foley of Rotterdam, New York to the position of Deputy Receiver of Taxes commencing January 1, 2022.

9.22 A resolution reappointing Deborah Dalton of Rotterdam, New York to the position of 2nd Deputy Receiver of Taxes commencing January 1, 2022.

10.22 A resolution appointing Thomas P. Yuille of Rotterdam, New York to the position of Chair of the Town of Rotterdam Planning Commission for a one (1) year term commencing January 1, 2022 through December 31, 2022.

11.22 A resolution reappointing Lynn M. Flansburg of Rotterdam, New York to the position of Member of the Town of Rotterdam Planning Commission for a seven (7) year term commencing on January 1, 2022 and ending on December 31, 2028.

12.22 A resolution authorizing the Supervisor to execute an agreement with Marlo Carter of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission and on an as needed basis for the Rotterdam Zoning Board of Appeal for a one (1) year term commencing January 1, 2022 through December 31, 2022.

13.22 A resolution reappointing Philip Eats of Rotterdam, New York to the position of Chair of the Town of Rotterdam Zoning Board of Appeals for a one (1) year term commencing on January 1, 2022 and ending on December 31, 2022.

14.22 A resolution appointing Craig Serafini of Rotterdam, New York to the position of Member of the Town of Rotterdam Zoning Board of Appeals for a five (5) year term commencing on January 1, 2022 and ending December 31, 2026.

15.22 A resolution authorizing the Supervisor 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 Planning Commission for a one (1) year term commencing January 1, 2022 through December 31, 2022.

16.22 A resolution appointing individuals to positions as Members of the Town of Rotterdam Ethics Board.

17.22 A resolution authorizing the Supervisor to execute an agreement with Joseph Villano, Esq. to act as attorney for the Town of Rotterdam Ethics Board for the year 2022.

18.22 A resolution appointing and/or reappointing individuals to positions on the Town of Rotterdam Conservation Advisory Council.

19.22 A resolution appointing Linda Foote of Rotterdam, New York to the position of Member on the Town of Rotterdam Parks and Recreation Advisory Committee.

20.22 A resolution appointing Jeffrey Nuzzaco of Rotterdam, New York to the position of Member of the Town of Rotterdam Board of Assessment Review.

21.22 A resolution to appoint and/or reappoint individuals to the various positions and titles indicated for the calendar year 2022.

22.22 A resolution adopting specific Rules of Order for regularly scheduled Town Board Meetings.

23.22 A resolution authorizing and approving the "Investment Policies and Guidelines of the Town of Rotterdam".

24.22 A resolution authorizing and approving the "Town of Rotterdam Purchasing Policy and Procedures".

25.22 A resolution appointing the Town Board of the Town of Rotterdam as the official Board of Health of the Town of Rotterdam for the year 2022.

26.22 A resolution establishing the Standing Committees and Town Board Member Assignments for the year 2022.

27.22 A resolution appointing members of the Sick Leave Fund Committee.

28.22 A resolution adopting the 2022 Town of Rotterdam meetings schedules.

29.22 A resolution authorizing payment to all elected officials, appointed officials, annually rated permanent employees and hourly rated employees for the year 2022.

30.22 A resolution approving overtime payments to Town employees only with the prior written approval of the department head or Town Supervisor and/or her designees except in the case of an emergency situation involving the health, safety and welfare of the general public for the year 2022.

31.22 A resolution authorizing the Supervisor of the Town of Rotterdam and/or her designee to approve the attendance of Rotterdam employees at schools, training sessions, conventions, conferences or other meetings requiring said attendance.

32.22 A resolution authorizing the Chief of Police of the Town of Rotterdam and/or his designee to approve the attendance of any member of the Town of Rotterdam Police Department at schools, training sessions, conventions, conferences, or other meetings requiring said attendance.

33.22 A resolution approving the extension of benefits to qualified elected and full-time appointed positions.

34.22 A resolution establishing petty cash funds for various departments within the Town of Rotterdam.

35.22 A resolution authorizing specific New York State banks as official depositories of monies to the credit of the Town of Rotterdam.

36.22 A resolution setting the reimbursement for mileage expenses deemed reasonable and necessary at the IRS rate of $0.585 per mile for the year 2022

37.22 A resolution designating the Daily Gazette the official newspaper of the Town of Rotterdam for the year 2022.

38.22 A resolution authorizing the utilization of specific engineering firms to act as Town Designated Engineers for the calendar year 2022.

39.22 A resolution terminating all existing contracts, agreements, and employment arrangements for legal services and legal representation currently in effect between the Town of Rotterdam and any/all law firms or attorneys, except those authorized at the January 1, 2022 Organizational Meeting of the Town Board.

40.22 A resolution authorizing the Supervisor of the Town of Rotterdam to execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI program.

41.22 A resolution authorizing the Supervisor of the Town of Rotterdam to execute an agreement with Cusack and Company, Certified Public Accountants, LLC to provide auditing services to the Town of Rotterdam for the year 2022.

42.22 A resolution authorizing the Supervisor of the Town of Rotterdam to negotiate and execute a contract with Ben Moore for the unedited recording of Rotterdam Town Board meetings for the year 2022.

43.22 A resolution authorizing the Supervisor of the Town of Rotterdam to negotiate and execute a renewal contract with the Rotterdam Boys and Girls Club for services to be provided for the Town of Rotterdam for the year 2022.

44.22 A resolution authorizing the Supervisor of the Town of Rotterdam to negotiate and execute a contract with Scott M. Ronda, LLC to represent the Town of Rotterdam related to tax litigation matters for the calendar year 2022.

45.22 A resolution authorizing the Supervisor of the Town of Rotterdam to approve the transfer of funds to the Chief of Police of the Rotterdam Police Department for asset forfeiture investigations during 2022.

46.22 A resolution awarding the bid for Police Uniforms and Equipment

47.22 A resolution authorizing 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 2021 fiscal year, a copy of the report to the NYS Comptroller required by Section (30) of the NYS General Municipal Law pursuant to Section 29(10-b) of the NYS Town Law.

48.22 A resolution to rescind Resolution 194.21 regarding the resolutions and agendas for the Town Board.

49.22 A resolution recognizing the introduction of Introductory Local Law No. 1 of 2022 to establish a 12 month moratorium on review and/or decision on multiple family dwelling applications and scheduling a public hearing thereon.

50.22 A resolution authorizing the Supervisor to negotiate and enter into an agreement with Barton & Loguidice to perform a due diligence review and life cycle costs analysis relating to relocation of town facilities to Via Port Rotterdam.

51.22 A resolution to make budgetary transfers to the 2022 Budget for the year 2022.

52.22 A resolution authorizing the Supervisor to execute a contract with Bartlett, Pontif, Stewart & Rhodes, PC. to act as Attorneys for the Zoning Board of Appeals for a term commencing January 1, 2022 through December 31, 2022.

53.22 A resolution authoring the supervisor to sign an agreement granting authority to the State of New York to adjust Town of Rotterdam owned water and sewer facilities on Route 146 including PIN 1085.50 Route 146 Carman Road Safety Widening & Intersection Improvement Project.

COMMITTEE REPORTS

MISCELLANEOUS:

ADJOURNMENT

MOLLIE A. COLLINS, Supervisor

RESOLUTION NO. 1.22

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute a contract with Gilchrist Tingley, P.C. for provision of legal services as Attorneys for the Town in an amount not to exceed $126,000.00 in legal fees, commencing January 1, 2022 through December 31, 2022.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute a contract with Gilchrist Tingley, P.C. for provision of legal services as Attorneys for the Town of Rotterdam Planning Commission in an amount not to exceed $19,200.00 in legal fees, commencing January 1, 2022 through December 31, 2022.

SECTION 3. This resolution shall become effective January 1, 2022.

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Gilchrist
Tingley, P.C.
ATTORNEYS AT LAW

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

December 1, 2021

Mollie Collins, Supervisor-Elect
2241 Amsterdam Avenue
Rotterdam, New York 12303

Re: Proposal for Legal Services – Revised

Dear Supervisor-Elect Collins:

It was a pleasure meeting with you and Mr. Dodson to further discuss the potential for my firm to provide legal services for the Town of Rotterdam, commencing January 1, 2022. My partner and I have discussed the possibility of inserting a monthly "not-to-exceed" amount into our engagement letter that would be applicable to our monthly billing for "General Town Legal Services".

We generally are willing to consider a "not-to-exceed" amount where the anticipated workload is well-defined and can reasonably be anticipated, such as in the case of representing the Planning Commission. It is against our usual standard practice to impose a maximum limit on our fees where the scope of work is not easily defined on a monthly basis. Provision of general Town legal services is, to a fair extent, not easily defined on a month-to-month basis.

However, as an accommodation and in order to give the Town additional assurance and certainty concerning a maximum amount that we would charge for legal fees on a monthly basis for general Town legal services, we are willing to agree to a monthly "not-to-exceed" amount for the scope of work identified in our engagement letter as "General Town Legal Services". Accordingly, we have inserted into our revised proposed engagement letter, which is enclosed, provisions that would limit our monthly billing for legal fees for General Town Legal Services to $12,000 per month for January, 2022, February, 2022, and March, 2022; and to $10,000 per month thereafter. Under this arrangement, the total legal fees for general Town legal services would not exceed $126,000 in the 2021 year.

It is important to note that our proposal remains otherwise unchanged. Accordingly, we continue to propose to bill on an hourly basis at the same rates previously proposed. The monthly not-to-exceed amount for general Town legal services is not a flat fee, a minimum fee, or monthly retainer amount; it is a maximum amount per month. Therefore, if the actual legal services provided within that scope do not reach the applicable not-to-exceed amount, the Town would only be responsible for paying for the legal services actually rendered.

If you would like to further discuss this proposal or if you have any questions, please do not hesitate to contact me either on my office line, at (518) 238-3759, or on my cell phone anytime, at (518) 330-0144.

In the event our revised proposal does not meet with Town Board approval, please note that we remain available and interested in continuing to provide legal services to the Planning Commission as we have done for the past several years.

I look forward to working with you and in continuing my relationship with the Town of Rotterdam.

Very truly yours,

GILCHRIST TINGLEY, P.C.

By: _____
Jonathon B. Tingley

Enc.

Gilchrist
Tingley, P.C.
ATTORNEYS AT LAW

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

January 1, 2022

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

Re: Legal Services

Dear Supervisor Collins:

We are pleased to propose the following as our written engagement letter to act as attorneys for the Town of Rotterdam, commencing January 1, 2022. This letter, upon execution on behalf of the Town of Rotterdam, will provide the terms under which we will provide legal services.

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

General Town Legal Services

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

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

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

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

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

Professional	Hourly Rate
Partner	$175.00
Of Counsel	$175.00
Associate	$150.00
Paralegal	$100.00

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

Notwithstanding the foregoing, we agree that our total monthly fees for legal services within this scope (General Town Legal Services) will not exceed $12,000 per month for January, February, and March, 2022, and $10,000 per month thereafter.

Planning Commission Matters

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

For Planning Commission matters, we will charge an annual flat fee of $19,200.00, which will be billed and payable in equal monthly installments of $1,600.00. This fee and scope of services is consistent with our current representation of the Planning Commission.

Zoning Board of Appeals Matters

The Zoning Board of Appeals has been represented by Stefanie DiLallo Bitter, Esq. of the firm Bartlett, Pontiff, Stewart & Rhodes, P.C. for the past several years. In anticipation of Ms. Bitter's firm continuing as counsel for the Zoning Board of Appeals, we have not included a proposal to provide legal services in Zoning Board of Appeals matters. However, we remain available to fill in for Ms. Bitter's firm if and as necessary, and when doing so, our billing structure for general Town legal services would apply.

In the event Ms. Bitter's firm will not be continuing as counsel for the Zoning Board of Appeals, we can provide a separate proposal for such services for consideration.

Litigation Matters

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

Terms Applicable to All Matters

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

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

item on your statement. Where any substantial charge is involved, we may ask you to advance the necessary sums to us.

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

Our responsibility to proceed with this matter will begin when we receive from you a signed copy of this engagement letter, and is also dependent upon your continued satisfaction of your responsibilities with respect to our representation as described on the enclosed New York State Bar Association Statement of Client Responsibilities. Our representation may be terminated prior to the conclusion of the matter by you, or by us, subject to the rules of professional responsibility, upon written notice. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. Upon such payment, you are entitled to your file materials upon request. It is our policy to generally retain file materials for no longer than seven years, however, we will make reasonable efforts to contact you prior to destroying your file.

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

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

Very truly yours,

GILCHRIST TINGLEY, P.C.

By: _____
Jonathon B. Tingley

**Accepted and Agreed to this ____
day of_____, 2022**

_____
**Mollie Collins, as Town Supervisor,
Town of Rotterdam**

Enc.

NEW YORK STATE BAR ASSOCIATION

STATEMENT OF CLIENT'S RESPONSIBILITIES

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

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.

2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.

3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.

4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.

5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.

6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.

7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.

8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.

9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.

10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely

RESOLUTION NO. 2.22

TO APPOINT CHARLES JACK DODSON TO THE POSITION OF DEPUTY SUPERVISOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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, 2022; **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**

SECTION 1. This resolution shall become effective January 1, 2022.

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

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

January 1, 2022

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 Saturday, January 1, 2022.

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

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

_____

Mollie A. Collins
Town Supervisor

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

RESOLUTION NO. 3.22

TO APPOINT MEGAN GRIFFIN TO THE POSITION OF CONFIDENTIAL SECRETARY TO THE SUPERVISOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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, 2022, **NOW**

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Megan Griffin as the Confidential Secretary to the Supervisor, full time, with full benefits, with an annual salary of forty-one thousand eight hundred eighty-four and 00/100 dollars ($41,884.00) commencing January 1, 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

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

January 1, 2021

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Megan Griffin as the confidential secretary for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29, Subpart effective Saturday, January 1, 2022.

_____

Mollie A. Collins
Town Supervisor

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

RESOLUTION NO. 4.22

TO APPOINT ALISON GRACE TO THE POSITION OF COMPTROLLER AND BUDGET OFFICER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Alison Grace as the Comptroller and Budget Officer, full time, provisionally, with benefits consistent with the CSEA contract, with an annual salary of sixty-seven thousand five hundred and 00/100 dollars ($67,500.00) commencing January 1, 2022 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

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

January 1, 2021

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Alison Grace as Comptroller and Budget Officer for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29, Subpart effective Saturday, January 1, 2022.

_____

Mollie A. Collins
Town Supervisor

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

RESOLUTION NO. 5.22

TO REAPPOINT DIANE M. MARCO TO THE POSITION OF REGISTRAR OF VITAL STATISTICS AND MARRIAGE OFFICER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby reappoints Diane M. Marco of Rotterdam, New York to the position of Registrar of Vital Statistics for the Town of Rotterdam, for an annual salary of three thousand four hundred and 00/100 dollars ($3,400.00) commencing January 1, 2022 through December 31, 2025.

SECTION 2. The Town Board of the Town of Rotterdam also reappoints Diane M. Marco of Rotterdam, New York, to the position of Marriage officer with no additional compensation, commencing January 1, 2022 through December 31, 2025.

SECTION 3. This resolution shall become effective January 1, 2022

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 6.22

TO REAPPOINT JODY BINKLEY TO THE POSITION OF DEPUTY TOWN CLERK, DEPUTY REGISTRAR OF VITAL STATISTICS AND DEPUTY MARRIAGE OFFICER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the reappointment of Jody Binkley, of Rotterdam, New York, to the position of Deputy Town clerk, full time, with full employee benefits, for the Town of Rotterdam pursuant to New York State Town Law Section 30, Subpart (10)(a), commencing January 1, 2022.

SECTION 2. Jody Binkley of Rotterdam, New York, is hereby reappointed to the position of Deputy Registrar of Vital Statistics and Deputy Marriage Officer with no additional compensation commencing January 1, 2022.

SECTION 3. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Town of Rotterdam

“A nice place to live” **“A nice place to do business”**

Office of the Town Clerk

Diane M. Marco, Town Clerk

Town Hall
J.F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
Telephone: (518) 355-7575 ext 318
Fax: (518) 355-7837
www.rotterdamny.org

January 1, 2022

I hereby exercise my power, as Town Clerk, to appoint Jody G. Binkley, of Rotterdam, NY 12306, as Deputy Town Clerk of the Town of Rotterdam, New York, pursuant to New York State Town Law, Section 30, Subpart 10(a), effective, January 1, 2022-December 31, 2025.

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

_____
Diane M. Marco
Town Clerk

Cc: Comptroller’s Office

RESOLUTION NO. 7.22

TO REAPPOINT DIANE J. MARTIN AND JOHN J. WOODWARD TO THE POSITION OF ALTERNATE MARRIAGE OFFICERS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Diane J. Martin and John J. Woodward of Rotterdam, New York, to the position of Alternate Marriage officers with no additional compensation, commencing January 1, 2022 through December 31, 2025.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 8.22

TO REAPPOINT KRISTEN FOLEY TO THE POSITION OF DEPUTY RECEIVER OF TAXES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the reappointment of Kristen Foley, of Rotterdam, New York, to the position of Deputy Receiver of Taxes, full time, with full employee benefits, for the Town of Rotterdam pursuant to New York State Town Law, Section 37, commencing January 1, 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 9.22

TO REAPPOINT DEBORAH DALTON TO THE POSITION OF 2ND DEPUTY RECEIVER OF TAXES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the reappointment of Deborah Dalton, of Rotterdam, New York, to the position of 2nd Deputy Receiver of Taxes, full time, with full employee benefits, for the Town of Rotterdam pursuant to New York State Town Law, Section 37, commencing January 1, 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 10.22

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas P. Yuille of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2022 through December 31, 2022.

SECTION 2. This resolution shall become effective January 1, 2022

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 11.22

TO REAPPOINT LYNN M. FLANSBURG AS A MEMBER OF THE PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Lynn M. Flansburg of Rotterdam, New York, is hereby reappointed as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2022 through December 31, 2028.

SECTION 2. This resolution shall become effective January 1, 2022

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 12.22

TO EXECUTE AN AGREEMENT FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE PLANNING COMMISSION.

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

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 Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as needed basis for the Town of Rotterdam Zoning Board of Appeals, for a one (1) year term commencing January 1, 2022 through December 31, 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Contract for Secretarial and Transcription Services

This agreement is made this _____ of_____, 2022, 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], Rotterdam, New York 12303 (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._.22 adopted by the Rotterdam Town Board on January 1, 2022 (copy attached).

For consideration in the amount of two hundred and 00/100 dollars ($200.00) 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 and 00/100 dollars ($100.00) 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, 2022 and terminating on December 31, 2022. 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	**Mollie A. Collins, Supervisor**
Contractor	Town of Rotterdam
Dated:	Dated:

RESOLUTION NO. 13.22

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Philip Eats of Rotterdam, New York, is hereby reappointed to the position of Chair for the Town of Rotterdam Zoning Board of Appeals for a one (1) year term, commencing January 1,2022 through December 31, 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 14.22

TO APPOINT CRAIG SERAFINI AS A MEMBER OF THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Craig Serafini of Rotterdam, New York, is hereby appointed as a member for the Town of Rotterdam Zoning Board of Appeals for a five (5) year term, commencing January 1,2022 through December 31, 2026.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 15.22

TO EXECUTE AN AGREEMENT FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE ZONING BOARD OF APPEALS

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

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, 2022 through December 31, 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Contract for Secretarial and Transcription Services

This agreement is made this_____of_____, 2022, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New [redacted]ereinafterreferred to as the "Town") and **Lisa Gallo**, residing at [redacted]., Rotterdam, New York 12306(hereinafter referred to as "Ms. Gallo") for the purpose of retaining secretarial and transcription services for the Town Zoning Board of Appeals and, on an as needed basis, for the Town Planning Commission in accordance with Resolution No. .22 adopted by the Rotterdam Town Board on January 1, 2022 (copy attached).

For consideration in the amount of one hundred and 00/100 dollars ($100.00) 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 utilizedas 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 Planneror 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 and 00/100 dollars ($200.00) per meeting of the Town Planning Commission, Ms. Gallo agrees to provide secretarial and transcription services to the Town PlanningCommission 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 votedupon 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 formapproved by the Town Attorney.
13. Ms. Gallo understands and agrees resolutions must be submitted within five (5) days of the meeting atwhich 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 servicesare subject to the following restrictions and limitations:

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

This agreement shall have a term of one (1) year, commencing January 1, 2022 and terminating on December 31, 2022. 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 givea 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	**Mollie A. Collins, Supervisor**
Dated:	Dated:

RESOLUTION NO. 16.22

TO APPOINT MEMBERS OF THE ETHICS BOARD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are appointed to the Town of Rotterdam Ethics Board:

Joseph Villano, Esq.
Steve Grandstaff
Yvonne Cleveland

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 17.22

TO EXECUTE AN AGREEMENT WITH JOSEPH VILLANO AS ATTORNEY FOR THE ETHICS BOARD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with Joseph Villano for attorney for the Town of Rotterdam Ethics Board for the year 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

VILLANO LAW FIRM, PLLC

650 Franklin Street
Suite 502
Schenectady, NY 12305

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

TOWN OF ROTTERDAM -- 2022 ETHICS BOARD
GENERAL COUNSEL RETAINER AGREEMENT

DATE: January _____, 2022

THE TOWN OF ROTTERDAM, a municipal corporation, with offices at 1100 Sunrise Blvd., Rotterdam, NY 12306, hereby retains **VILLANO LAW FIRM, PLLC**, with offices at 650 Franklin Street, Suite 502, Schenectady, NY 12305, and its sole member and principal, **JOSEPH J. VILLANO, ESQ.**, who resides at 532 Stanek Road, Rotterdam, NY 12306, who collectively shall provide general legal counsel to the Ethics Board of the Town of Rotterdam.

The **TERM** of this retainer agreement shall be retroactive to January 1, 2022 and shall expire on December 31, 2022.

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

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

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

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

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

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

_____	_____
MOLLIE COLLINS, as Supervisor of the TOWN OF ROTTERDAM	JOSEPH J. VILLANO, ESQ., as sole member of VILLANO LAW FIRM, PLLC

RESOLUTION NO. 18.22

TO APPOINT/REAPPOINT MEMBERS OF THE CONSERVATION ADVISORY COUNCIL

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are appointed/reappointed to the Town of Rotterdam Conservation Advisory Council for a two (2) year term commencing on January 1, 2022 through December 31, 2023:

Mary O. Barrie – new appointment
Kathleen Fisher - reappointment
Kathleen Curtis – reappointment
Andrea Coppola - reappointment

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 19.22

TO APPOINT LINDA FOOTE AS A MEMBER OF THE TOWN OF ROTTERDAM PARKS AND RECREATION ADVISORY COMMITTEE.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Linda Foote of Rotterdam, New York is hereby appointed as a member to the Town of Rotterdam Parks and Recreation Advisory Committee for a two (2) year term commencing on January 1, 2022 through December 31, 2023:

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 20.22

TO APPOINT JEFFREY NUZZACO AS A MEMBER OF THE TOWN OF ROTTERDAM BOARD OF ASSESSMENT REVIEW.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jeffrey Nuzzaco of Rotterdam, New York is hereby appointed as a member to the Town of Rotterdam Board of Assessment Review for a five (5) year term commencing on January 1, 2022 through September 30, 2026.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 21.22

TO APPOINT AND/OR REAPPOINT INDIVIDUALS TO THE VARIOUS POSITIONS AND TITLES FOR THE CALENDAR YEAR 2022

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

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 2022 as follows:

ADA Compliance Officer/Safety Officer

James Keith — Annual Stipend $ 3,000

Grant Coordinator

Peter Comenzo — Annual Stipend $ 3,500

Clerk- Part Time

Donna Larsen — Hourly Rate $ 17.00

Traffic Liason

Edward H. Scholz, Jr. — Hourly Rate $ 29.86
(maximum of $12,500.00 for the year 2022)

School Traffic Officer

Floyd Rorick — Hourly Rate $ 15.00
(maximum of 4 hours daily)

COVID Compliance

Megan Griffin — Annual Stipend $2,500

Administrative Records Specialist – Part Time

Lynn Fiorillo Hourly Rate $19.50

Public Works Advisor – Part Time

Michael T. Maher Hourly Rate $38.50
(maximum of 17.5 hours per week)

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 22.22

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 _____**,NOW**

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, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RULES OF ORDER OF THE TOWN BOARD
TOWN OF ROTTERDAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 23.22

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

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

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, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

INVESTMENT POLICY
FOR THE TOWN OF ROTTERDAM, NEW YORK

I. SCOPE

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

II. OBJECTIVES

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

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

III. DELEGATION OF AUTHORITY

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

IV. PRUDENCE

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

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

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

V. DIVERSIFICATION

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

VI. INTERNAL CONTROLS

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

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

VII. DESIGNATION OF DEPOSITORIES

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

VIII. COLLATERALIZING OF DEPOSITS

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

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML ss10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. SAFEKEEPING AND COLLATERALIZATION

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

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

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

X. PERMITTED INVESTMENTS

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

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

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

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

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

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

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

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

XII. PURCHASE OF INVESTMENTS

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

1. Directly, including through a repurchase agreement, from an authorized trading partner.

2. By participating in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

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

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

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

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

APPENDIX A
SCHEDULE OF ELIGIBLE SECURITIES

(i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.

(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.

(iii) Obligations partially insured or guaranteed by any agency of the United States of America at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.

(iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.

(v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.

(x) Commercial paper and banker& acceptances issued by a bank other then the Bank, rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities not longer than 60 days from the date they are pledged.

(xi) Zero coupon obligations of the United States government marketed as "Treasury strips."

RESOLUTION NO. 24.22

AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES

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

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, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 25.22

APPOINTING THE TOWN BOARD OF ROTTERDAM AS THE OFFICIAL BOARD OF HEALTH FOR 2022

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

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 2022.

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, 2022

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 26.22

ESTABLISHING THE STANDING COMMITTEES AND TOWN BOARD ASSIGNMENTS FOR THE YEAR 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam established the following standing committees and committee assignments for the calendar year 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Town of Rotterdam
2022 Standing Committees

Supervisor and/or her Designee(s) will be Ex-Officio member of all Committees

BUDGET & FINANCE
Jack Dodson - Chair
Samantha Miller-Herrera

BUILDINGS & GROUNDS
Samantha Miller-Herrera - Chair
Jack Dodson

ADA COMPLIANCE
Evan Christou - Chair
Joseph Mastroianni

ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS
Joseph Mastroianni - Chair
Evan Christou

EMERGENCY MEDICAL PARAMEDIC SERVICES
Samantha Miller-Herrera – Chair
Jack Dodson

EMPLOYEE RELATIONS – CSEA
Joseph Mastroianni - Chair
Evan Christou

EMPLOYEE RELATIONS – PBA
Evan Christou - Chair
Joseph Mastroianni

ENERGY-SUSTAINABLE & RENEWABLES
Evan Christou - Chair
Joseph Mastroianni

ENVIRONMENTAL CONSERVATION/ STORMWATER IMPROVEMENTS-MANAGEMENT
Jack Dodson - Chair
Samantha Miller-Herrera

HEALTH
Joseph Mastroianni – Chair
Evan Christou

HIGHWAY
Jack Dodson - Chair
Samantha Miller-Herrera

HERITAGE & HISTORICAL AFFAIRS
Evan Christou - Chair
Joseph Mastroianni

INTERGOVERNMENTAL AFFAIRS
Samantha Miller-Herrera - Chair
Jack Dodson

LOCAL LAWS & ORDINANCES
Samantha Miller-Herrera - Chair
Jack Dodson

PARKS, RECREATION, PROGRAMS FOR THE AGING & YOUTH
Joseph Mastroianni - Chair
Evan Christou

PUBLIC SAFETY
Jack Dodson - Chair
Samantha Miller-Herrera

PUBLIC WORKS – WATER, SEWER & WATER/SEWER MAINTENANCE
Jack Dodson - Chair
Samantha Miller-Herrera

TAXATION & ASSESSMENTS
Samantha Miller-Herrera - Chair
Jack Dodson

TECHNOLOGY & RECORDS MANAGMENT
Joseph Mastroianni -Chair
Evan Christou

VETERANS AFFAIRS
Evan Christou - Chair
Joseph Mastroianni

RESOLUTION NO. 27.22

APPOINTING INDIVIDUALS AS MEMBERS OF THE SICK LEAVE FUND COMMITTEE

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

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, 2022 through December 31, 2022:

Joseph Mastroianni
Brad Canning
Donna Levasseur
Lisa Gallo

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 28.22

ADOPTING THE 2022 TOWN OF ROTTERDAM MEETINGS SCHEDULE

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

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, Comprehensive Planning Committee of the Town of Rotterdam shall hold regular public (open) meetings for the year 2022 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 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, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

* Rotterdam Junction Fire Department (RJFD)				**Town of Rotterdam Town Meeting Schedule Updated: 1-1-2022**		
Date		Town Board Agenda: 6:30 p.m. Town Board Meeting: 7:00 p.m.	Planning Commission Public Work Sessions: 7:00 p.m. Public Hearings: 7:30 p.m.	Zoning Board of Appeals Public Work Sessions: 7:00 p.m. Public Hearings: 7:30 p.m.	Conservation Advisory Council 6:30 p.m.	Parks & Recreation Advisory Committee 5:30 p.m.
Jan. 1	Saturday	1:00 pm ORGANIZATIONAL				
Jan. 4	Tuesday		X			
Jan. 10	Monday				X	
Jan 12	Wednesday	X				
Jan. 18	Tuesday		X			
Jan. 19	Wednesday			X		
Jan. 26	Wednesday	X				
Feb. 1	Tuesday		X			
Feb. 7	Monday					X
Feb. 9	Wednesday	X				
Feb. 14	Monday				X	
Feb. 15	Tuesday		X			
Feb. 16	Wednesday			X		
Feb. 23	Wednesday	X				
Mar. 1	Tuesday		X			
Mar. 7	Monday					X
Mar. 9	Wednesday	X				
Mar. 14	Monday				X	
Mar. 15	Tuesday		X			
Mar. 16	Wednesday			X		

* Rotterdam Junction Fire Department (RJFD)				**Town of Rotterdam Town Meeting Schedule Updated: 1-1-2022**		
Date		Town Board Agenda: 6:30 p.m. Town Board Meeting: 7:00 p.m.	Planning Commission Public Work Sessions: 7:00 p.m. Public Hearings: 7:30 p.m.	Zoning Board of Appeals Public Work Sessions: 7:00 p.m. Public Hearings: 7:30 p.m.	Conservation Advisory Council 6:30 p.m.	Parks & Recreation Advisory Committee 5:30 p.m.
Mar. 23	Wednesday	X				
Apr. 4	Monday					X
Apr. 5	Tuesday		X			
Apr. 11	Monday				X	
Apr. 13	Wednesday	X				
Apr 19	Tuesday		X			
Apr. 20	Wednesday			X		
Apr. 27	Wednesday	X				
May 2	Monday					X
May 3	Tuesday		X			
May 9	Monday				X	
May 11	Wednesday	X* RJFD				
May 17	Tuesday		X			
May 18	Wednesday			X		
May 25	Wednesday	X				
June 6	Monday					X
June 8	Wednesday	X				
June 13	Monday				X	
June 14	Tuesday		X			
June 15	Wednesday			X		

* Rotterdam Junction Fire Department (RJFD)				**Town of Rotterdam Town Meeting Schedule Updated: 1-1-2022**		
Date		Town Board Agenda: 6:30 p.m. Town Board Meeting: 7:00 p.m.	Planning Commission Public Work Sessions: 7:00 p.m. Public Hearings: 7:30 p.m.	Zoning Board of Appeals Public Work Sessions: 7:00 p.m. Public Hearings: 7:30 p.m.	Conservation Advisory Council 6:30 p.m.	Parks & Recreation Advisory Committee 5:30 p.m.
July 11	Monday				X	X
July 12	Tuesday* Change of Day & Week					X
July 13	Wednesday	X				
July 19	Tuesday		X			
July 20	Wednesday			X		
Aug. 1	Monday					X
Aug. 8	Monday* If Needed				X	
Aug. 10	Wednesday	X				
Aug. 16	Tuesday		X			
Aug. 17	Wednesday			X		
Sep. 6	Tuesday		X			
Sep. 12	Monday* Change of Week				X	X
Sep. 14	Wednesday	X* RJFD				
Sep. 20	Tuesday		X			
Sep. 21	Wednesday			X		
Sep. 28	Wednesday	X				
Oct. 3	Monday* Change of Week				X	
Oct. 4	Tuesday		X			
Oct. 11	Tuesday* Change of Day & Week					X
Oct. 12	Wednesday	X				

* Rotterdam Junction Fire Department (RJFD)				**Town of Rotterdam Town Meeting Schedule Updated: 1-1-2022**		
Date		Town Board Agenda: 6:30 p.m. Town Board Meeting: 7:00 p.m.	Planning Commission Public Work Sessions: 7:00 p.m. Public Hearings: 7:30 p.m.	Zoning Board of Appeals Public Work Sessions: 7:00 p.m. Public Hearings: 7:30 p.m.	Conservation Advisory Council 6:30 p.m.	Parks & Recreation Advisory Committee 5:30 p.m.
Oct. 18	Tuesday		X			
Oct. 19	Wednesday			X		
Oct. 26	Wednesday	X				
Nov. 1	Tuesday		X			
Nov. 7	Monday					X
Nov. 9	Wednesday	X				
Nov. 14	Monday				X	
Nov. 15	Tuesday		X			
Nov. 16	Wednesday			X		
Dec. 6	Tuesday		X			
Dec. 12	Monday				X	
Dec. 14	Wednesday	X				
Dec. 20	Tuesday		X			
Dec. 21	Wednesday			X		

RESOLUTION NO. 29.22

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 _____**,NOW**

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 2022 Annual Budget, not to exceed the annual budget amount for the year 2022 without prior Town Board approval, at the rates theretofore established at the time of their respective appointments, plus increments as have otherwise been provided for by law, by collective bargaining agreement or salary increment schedules where applicable and duly adopted.

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

Supervisor	$13,000.00
Councilmembers (4)	$10,000.00 (each)
Town Justices (2)	$39,390.00 (each)
Superintendent of Highways	$70,963.00
Town Clerk	$59,458.00
Receiver of Taxes	$59,458.00
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 (6)	$ 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	$67,500.00

Assessor	$79,868.00
Confidential Secretary	$41,884.00
Historian	$ 500.00
Board of Assessment Review (5)	$ 550.00(each)

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

SECTION 5. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 30.22

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 _____**,NOW**

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 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 31.22

AUTHORIZING 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 _____**,NOW**

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 2022 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, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 32.22

AUTHORIZING 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 _____**,NOW**

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 accompanies 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 2022 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, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 33.22

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 _____**,NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Effective January 1, 2022, members of the Town Board of the Town of Rotterdam, including the Supervisor, Deputy Supervisor and Town Councilmembers shall not be entitled to dental insurance, vision care insurance or medical and/or health insurance from the Town in any amount. This section shall not apply to any benefits received by an above mentioned elected official when such benefits are received as a result of prior employment with the Town of Rotterdam.

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

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

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

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

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

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

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

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

SECTION 4. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 34.22

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 _____**,NOW**

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 2022 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, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 35.22

ESTABLISH BANK DEPOSITORIES FOR THE TOWN OF ROTTERDAM

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

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 thirty-five million and 00/100 dollars ($35,000,000.00) per account be deposited with the following:

1. Key Bank 1708 Broadway, Schenectady, New York 12306

SECTION 2. That monies to the credit of the Town of Rotterdam in amounts not to exceed ten million and 00/100 dollars ($10,000,000.00) per account be deposited with the following:

2. Pioneer Bank 1828 Altamont Avenue, Schenectady, New York 12303
3. Saratoga National Bank 1963 Altamont Avenue, Schenectady, New York 12303

SECTION 3. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 36.22

REIMBURSEMENT RATE FOR MILEAGE

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

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 rate of $0.585 per mile, not to exceed the adopted budget amount for the year 2022 without prior approval of the Rotterdam Town Board.

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, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 37.22

DESIGNATE THE DAILY GAZETTE AS THE OFFICIAL NEWSPAPER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That the Daily Gazette, a newspaper published in the City of Schenectady, New York, with offices located at 2345 Maxon Road Extension, Schenectady, New York, 12308, having significant circulation in the Town of Rotterdam, be and is hereby designated the official newspaper of the Town of Rotterdam for the year 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 38.22

AUTHORIZE THE UTILIZATION OF SPECIFIC ENGINEERING FIRMS TO ACT AS TOWN DESIGNATED ENGINEERS FOR 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the utilization of the following engineering firms to act as Town Designated Engineers for the calendar year 2022 on a as needed basis:

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

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 2022.

SECTION 3. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 39.22

TERMINATING ALL EXISTING CONTRACTS, AGREEMENTS, AND EMPLOYMENT ARRANGEMENTS FOR LEGAL SERVICES AND LEGAL REPRESENTATION CURRENTLY IN EFFECT BETWEEN THE TOWN OF ROTTERDAM AND ANY/ALL LAW FIRMS OR ATTORNEYS, EXCEPT THOSE AUTHORIZED AT THE JANUARY 1, 2022 ORGANIZATIONAL MEETING OF THE TOWN BOARD.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby terminates all existing contracts, agreements, and employment arrangements for legal services and legal representation currently in effect between the Town of Rotterdam and any/all law firms or attorneys, except those authorized at the January 1, 2022 Organizational Meeting of the Town Board.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 40.22

TO ENTER INTO AN AGREEMENT FOR PARTICIPATION IN THE SCHENECTADY COUNTY STOP-DWI PROGRAM FOR THE YEAR 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI Program for the year 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 41.22

AUTHORIZE AGREEMENT WITH CUSACK & COMPANY, CERTIFIED PUBLIC ACCOUNTANTS, LLC FOR AUDITING SERVICES TO THE TOWN OF ROTTERDAM FOR THE YEAR 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The supervisor is hereby authorized to negotiate and execute a contract with Cusak and Company, Certified Public Accountants, LLC, 7 Airport Park Boulevard, Latham, New York to provide auditing services to the Town of Rotterdam for the year 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 42.22

TO NEGOTIATE AND EXECUTE A CONTRACT WITH BEN MOORE PHOTOGRAPHY/VIDEO FOR THE UNEDITED RECORDING OF THE TOWN BOARD MEETINGS FOR 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to execute a contract with Ben Moore, 120 Dahlia Street, Rotterdam, New York 12306, to provide photography and videography services for the Town Board Meetings.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 43.22

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Boys and Girls Club of Schenectady, 400 Craig Street, Schenectady, New York 12307, for services to be provided for the Town of Rotterdam for the year 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

LEASE AND PROGRAMING SERVICES AGREEMENT

This Agreement, entered into this ____ day of January, 2022, by and between the **ROTTERDAM BOYS & GIRLS CLUB of SCHENECTADY**, a domestic corporation with principal offices at, P.O. Box 466, Schenectady, New York, 12301 (hereinafter referred to as the 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 three (3) year term commencing January 1, 2022 and terminating December 31, 2025.

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 at no cost 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 snow days.

h. The CLUB shall provide a basketball league with all children, ages 6 through 18.

i. The CLUB shall provide education scholarships for several children.

3. The TOWN covenants and agrees to abide by all of the rules and regulations of the New York State Department of Health to assure safe operation of the swimming pool (when available), should the pool be in use by the TOWN and also agrees to abide by the rules and regulations in place by the CLUB for all other program areas used by the Town in the facility. The CLUB, in turn, covenants and agrees to abide by all federal, state and local building and sanitary codes and regulations to assure sanitary and safe access throughout the entire facility which includes but is not limited to the gymnasium, computer lab, various program areas, etc.

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.

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, 2022 and terminate on December 31, 2025. 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. 44.22

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH SCOTT M. RONDA, LLC TO REPRESENT TAX LITIGATION MATTERS FOR THE YEAR OF 2022

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

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, 514 Vischers Ferry Road, Clifton Park, New York 12065, to represent the Town of Rotterdam related to tax litigation matters for the year 2022.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

THE LAW OFFICE OF SCOTT M. RONDA, LLC

514 Vischers Ferry Road
(518) 373-1500
Clifton Park, NY 12065
(518) 373-0030

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 wit 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. 45.22

AUTHORIZING THE SUPERVISOR TO APPROVE THE TRANSFER OF FUNDS TO THE CHIEF OF POLICE FOR ASSET FORFEITURE INVESTIGATIONS DURING 2022

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 _____**,NOW**

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 2022.

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, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 46.22

TO AWARD BID FOR POLICE UNIFORMS AND EQUIPMENT

WHEREAS, pursuant to notice duly published according to Section 103 of the General Municipal Law of the State of New York, the town of Rotterdam on Friday, November 19, 202 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all the bids were made 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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for the purchase of Police Uniforms and Equipment to be used by the Town of Rotterdam Police Department, commencing January 1, 2022 through December 31, 2022, to Galls, LLC., 1340 Russell Cave Road, Lexington, Kentucky 40505.

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 the bid prices are on file in the Town Clerk's Office.

SECTION 3. This resolution shall become effective January 1, 2022

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Town of Rotterdam
Request for Bids

Police Uniforms and Equipment

Bid Opening:
November 19, 2021 at 10:00 a.m.

TOWN OF ROTTERDAM
ROTTERDAM, NEW YORK

Bid Form

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

WE THE UNDERSIGNED hereby offer to sell to the Town of Rotterdam, standardized uniforms and equipment for Police Department use. Names of brands and model numbers that are presently used by the Rotterdam Police Department are given in the specifications only as a reference and it is not meant to limit the bid to that brand and/or model number. The equipment shall not be limited to these specifications if your standard equipment exceeds such specifications. Further, all standard or necessary equipment not specified or stipulated will be included. All bids must be per item, EACH.
If prices are lower when items are purchased in certain quantities, Bidders should indicate that and show prices for different quantities.

EXAMPLE: Single Price $__N/A__/EACH
2 - 6 items $__N/A__/EACH
6 - 12 items $__N/A__/EACH

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	Cost	QTY.	TOTAL
PANTS	CLASS A	BLACK	Blauer 8650T	$47.00	1	$47.00
PANTS	BDU	BLACK	Blauer 8810X	$67.00	1	$67.00
SHIRT– SHORT SLEEVE	CLASS A	BLACK	Fechheimer 55R84	$61.00	1	$61.00
SHIRT – LONG SLEEVE	CLASS A	BLACK	Blauer 8600	$50.00	1	$50.00
HAT – 8 POINT	PATROL OFFICER	BLACK	Keystone P103C BLK	$59.00	1	$59.00
HAT – 8 POINT	SERGEANT	BLACK	Keystone P103C BLK	$58.00	1	$58.00
HAT – ROUNDED	LIEUTENANT	BLACK	Keystone C1001B	$47.00	1	$47.00
HAT – ROUNDED	CHIEF/DEP CHIEF	BLACK	Keystone C1001B	$47.00	1	$47.00
COAT–DRESS(BLOUSE)	CLASS A	BLACK	210BL BLK	$230.00	1	$230.00
COAT	WINDBREAKER	AS SPECIFIED	Blauer 4660	$115.00	1	$115.00
COAT	WINTER	AS SPECIFIED	Blauer 9820	$230.00	1	$230.00
COAT	RAIN – FULL	HIVIS/BK	Blauer 26990	$125.00	1	$125.00
COAT	RAIN – ¾ LENGTH	HIVIS/BK	Blauer 26991	$110.00	1	$110.00
SWEATER	COMMANDO	AS SPECIFIED	Blauer 210	$89.00	1	$89.00
SWEATER	CARDIGAN	AS SPECIFIED	5510	$42.00	1	$42.00
SOCKS	REGULAR LENGTH	AS SPECIFIED	Bates E11956970	$6.00	1	$6.00
SOCKS	EXEC. LENGTH	AS SPECIFIED	730 BLK	$7.00	1	$7.00
TIES	WOVEN CLIP ON	AS SPECIFIED	33005	$8.00	1	$8.00
GLOVES	BLACK KNIT		GL631	$30.00	1	$30.00
GLOVES	LEATHER		7931SZ	$3.00	1	$3.00
GLOVES			GL1176	$23.00	1	$23.00
SERVING SINCE		AS SPECIFIED	SS110	$10.00	1	$10.00
NAME PLATE		AS SPECIFIED	10FGPRC	$10.00	1	$10.00

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BADGE	BREAST OR WALLET	PTL, SGT.	S135 RH	$55.00	1	$55.00
BADGE	BREAST OR WALLET	LIEUTENANT	S23GP	$80.00	1	$80.00
BADGE	BREAST OR WALLET	CHIEF/DEPUTY CHIEF	B741GP	$78.00	1	$78.00
BADGE	HAT	SILVER OR GOLD	B879-HR	$99.00	1	$99.00
COLLAR BRASS	RPD/CEO/DISP	SILVER	S101	$51.00	1	$51.00
COLLAR BRASS	CADUCEUS	SILVER	C501M-3	$16.50	1	$16.50
COLLAR BRASS	SGT. CHEVRON	SILVER	C519S	$18.50	1	$18.50
COLLAR BRASS	LT. BAR	GOLD – COAT SIZE	C544	$11.00	1	$11.00
COLLAR BRASS	LT. BAR	GOLD – SHIRT SIZE	C534GP	$11.00	1	$11.00
TIE BAR		AS SPECIFIED	C509 GP	$19.00	1	$19.00
HOLSTER	DUTY		K391	$75.00	1	$75.00
BELT	SAM BROWNE	BLACK	1017195	$55.00	1	$55.00
BELT	GARRISON	BLACK	6580	$16.00	1	$16.00
DUTY HOLSTER	GLOCK MOD 17	BLACK TRIPLE RETENTION	44H100BK	$72.00	1	$72.00
HANDCUFF CASE	CLOSED	BLACK	1017227	$23.00	1	$23.00
HANDCUFF CASE	OPEN	BLACK	B85	$20.00	1	$20.00
MACE HOLDER		BLACK	1017306	$23.00	1	$23.00
MAG. HOLDER	DOUBLE	BLACK	1160758	$31.00	1	$31.00
BELT KEEPERS		BLACK	1017263	$10.00	1	$10.00
NIGHSTICK RING		BLACK	1015848	$7.00	1	$7.00
GLOVE CARRIER	DISPOSABLE	BLACK	1017914	$17.00	1	$17.00
BATON HOLDER		BLACK	52432	$33.00	1	$33.00
HANDCUFFS		SILVER	700C NKL	$21.00	1	$21.00
NIGHTSTICK	20 INCH	PLASTIC	sub	$11.00	1	$11.00
BATON	COLLAPSIBLE		BA054 ASP	$94.00	1	$94.00
BATON GRIP	SUPER		52411	$92.00	1	$92.00
SHOE	WORK	BLACK	E00056	$120.00	1	$120.00
BOOT	6 INCH	BLACK	E01047	$75.00	1	$75.00
BOOT	8 INCH	BLACK	E01080	$83.00	1	$83.00
SHOE	SNEAKER		S89 610	$44.00	1	$44.00
BODY ARMOR	LEVEL IIIA	HL6XD1BV0M BLK		$600.00	1	$600.00
BODY ARMOR	INNER SHELL		HLAN00010	$99.00	1	$99.00
BODY ARMOR	QUILTED OUTER SHELL	QL3N06BV0Q BLK		$120.00	1	$120.00

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BICYCLE SHIRT	SHORT SLEEVE	BLUE	8133	$55.00	1	$55.00
BICYCLE SHIRT	LONG SLEEVE	BLUE	8143	$67.00	1	$67.00
BICYCLE JACKET		BLUE	4670	$130.00	1	$130.00
BICYCLE SHORTS		DARK BLUE	8842	$61.00	1	$61.00
BICYCLE PANTS		DARK BLUE	8822Z	$75.00	1	$75.00
SNEAKERS		BLACK	RB1100	$43.00	1	$43.00
SOCKS	ANKLE SOCKS		FT940	$3.00	1	$3.00
BICYCLE GLOVES			DC290	$9.00	1	$9.00
NYLON DUTY BELT	7200		SHG048	$45.00	1	$45.00

The entire bid is strictly in accordance with specifications.

Galls, LLC

Name of Company or Corporation

1340 Russell Cave Road

Street

Lexington	KY	40505
City	*State*	*Zip*

Bidreview@galls.com

E-mail Address

Detailed Specifications

The specifications as listed are intended for standardized uniforms and equipment as presently used by the Rotterdam Police Department. We are requesting these bids for standardized uniforms and equipment for the years 2022 and 2023. Prices must be for the complete two year period. We are requesting each bidder to submit a bid on each item and not a total bid.

1. **PANTS**
   A. SPECIFICATIONS
      - General style will conform to the Class A pants presently in use by the Rotterdam Police Department.
      - Colors – Black (Police Officers) pants

2. **SHIRTS**
   A. SPECIFICATIONS
      - General style will conform to the Class A shirts presently in use by the Rotterdam Police Department.
      - Colors – Black (Police)
      - All shirts must be available in male and female sizes.

3. **UNIFORM HATS**
   A. Black eight point patrol officer hat with removable summer/winter black band.
      - Black plastic strap with silver strap button
      - Black patent leather visor
   B. Black eight point sergeant hat with removable summer/winter black band.
      - Silver metal strap with silver strap buttons
      - Black patent leather visor
   C. Black Air Force Round lieutenant hat.
      - Gold metal strap with gold strap buttons
      - Black patent leather visor
   D. Black Air Force Round Chiefs and Deputy Chiefs hat.
      - Gold metal strap with gold strap buttons
      - Scramble gold leaf visor

4. **COATS**
   A. Three Quarter Length Black Class A Dress Coat (Blouse).
   B. Windbreaker – presently using Blauer 6016
   C. Bomber type Coat – presently using Blauer 6026
   D. Winter Coat – presently using Blauer 901OZ
   E. Rain Coat – Full Length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
   F. Rain Coat – Three quarter length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
      - Rain Coast shall have Rotterdam Police Department stenciled on back of orange side of coat.

5. **SWEATERS**
   A. Commando Style - presently using Blauer #200.
   B. Cardigan Style

6. **SOCKS**
   A. Regular Length - shall conform to the black socks presently in use by the Rotterdam Police Department.
   B. Executive Length - shall conform to the black socks presently in use by the Rotterdam Police Department.

7. **TIES**
   A. Woven with square bottom - 100% wool
   B. Clip-on style
   C. Colors - as specified by purchaser.

8. **GLOVES**
   A. Black knit with leather palms and fingers – presently using Finger Fashion
   B. Leather – presently using Hatch NS430 and Damascus D302L
   C. Thermax Liners – presently using Hatch TK405

9. **BADGES**

A. Breast Badges
- Patrol Officer of Sergeant (gold or silver as specified by purchaser) presently using Nielsen N72
- Investigator (gold) presently using Nielsen N123
- Lieutenant (gold) presently using Blackington B741
- Chief and Deputy Chief 9gold) presently using Blackington B879

B. Hat Badges
- Silver or gold as specified. Presently using Nielsen N68

10. **COLLAR BRASS**

A. R.P.D.
- Silver
- 3/4 inch high and 1 5/8 inches long

B. Sergeant Chevron
- Silver
- 1 inch high and 3/4 inch wide

C. Lieutenant Bar
- Gold
- Shirt and coat size

D. Two Stars
- Gold
- Shirt and coat size

E. Three Stars
- Gold
- Shirt and coat size

11. **OTHER BRASS**

A. Name Plate – presently using R100
- Black, blue, or brown background (as specified) with white lettering
- Metal trim – gold or silver as specified
- 2 inches long and 3/8 inches high

B. Tie Bar
- 2 3/8 inches long and 1/2 inch high
- ROTTERDAM POLICE imprinted on bar
- Black New York State Seal in center

12. **LEATHER**

A. Holster – presently using Uncle Mikes Triple Retention Holster
- to fit Glock 17, 19 and 43

B. Sam Brown Belt – presently using Don Hume B101
C. Garrison Belt – presently using Don Hume B111
D. Handcuff Case – presently using Don Hume C303
E. Handcuff Case (open) – presently using Bianchi 34
F. Mace Holder – presently using Don Hume C311
G. Double Magazine Holder – presently using Don Hume D407
H. Belt Keeper – presently using Don Hume S502-1
I. Nightstick Ring – presently using Don Hume S505
J. Disposable Glove Carrier – presently using Don Hume C321
K. Baton Holder – presently using Monadnock 6214

13. **HARDWARE**

A. Handcuffs – presently using American A105
- nickel plated

B. Nightstick
- 20 inch
- Black plastic

C. Baton – presently using Monadnock 9021
D. Baton Super Crip – presently using Monadnock 9046

14. **SHOES**

A. Work Shoe – presently using Bates Lite SR56
B. Work 6 inch Boot – presently using Bates Lite 78
C. Work 8 inch Boot – presently using Rocky Eliminator 8032 and Rocky Superstalker 8400
D. Sneaker Shoe – presently using Rocky 911-126 and Midnight 1200

15. **BALLISTIC VEST/ BODY ARMOR**

16. **BICYCLE EQUIPMENT**

A. Bicycle Shirt – currently using Blauer 8133/8142
   - Long and Short Sleeve
   - Blue

B. Bicycle Jacket – currently using Blauer 4660Y
   - Two tone blue

C. Bicycle Shorts – currently using Blauer 8842
   - Blue

D. Bicycle Pants – currently using Blauer 8822
   - Blue

E. Black Sneakers
F. Ankle Socks
   - Black

G. Bicycle Gloves

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

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on November 19, 2021,** the day of opening.

2. Electronic proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. on November 19, 2021**, will be electronically opened at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of 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 alternate sources. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

6. Bidder must expressly understand and agree to Section 109 of the General Municipal Law- Non Assignability which states: The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of contractor's power to execute this contract, to any other person or corporation without the previous consent in writing of the owner.

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

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

9. Each proposal must state a certain sum for each item bid upon. Prices are to be quoted by single item, or as otherwise specified on the bid form.

10. The Town Board reserves the right to reject any or all bids and re-advertise. The Town reserves the right to terminate any bid proposal or agreement to purchase said services giving ten (10) days written notice to the vendor by the Town of Rotterdam, either with or without cause.

11. The Town reserves the right to award bids by item which could mean that several bidders could be awarded the bid certain items or one bidder could receive the total award depending upon bid prices. If a bidder cannot supply particular items of the bid, then the bidder shall indicate same – this will NOT disqualify the bidder on other items.

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

13. Delivery: Bidder must be able to provide the services for the specified item(s) within seven (7) days of an order of said items. Any items that must be manufactured by the bidder must be completed with seven (7) days of an order of said items.

14. Bidder must guarantee all standardized uniforms and equipment. If such faults develop, the fault shall be replaced and/or repaired without cost to the Town of Rotterdam.

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

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

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

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

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: Galls, LLC

Signed by: David Scheve Title: Chief Financial Officer

Signature: Date: November 16, 2021

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

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

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its board of directors held on the __ day of _____, **2019.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: Galls, LLC

Signed by: David Scheve Title: Chief Financial Officer

Signature: Date: 11/18/2021

Town of Rotterdam Harassment Policy Clause

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

Signature

Galls, LLC

Name of Company or Corporation

1340 Russell Cave Road

Address

Lexington, KY 40505

City, State Zip

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

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

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

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

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

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

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

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

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

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

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

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

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

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

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

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

Local Protections

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

Contact the Rotterdam Police Department

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

Notice

Solicitation Number 111921
Title Police Uniforms and Equipment

Basic Information

Reference Number 0000273225
Issuing Organization Town of Rotterdam
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 111921
Title Police Uniforms and Equipment
Source ID PU.AG.USA.1306021.C10173076
Piggyback Solicitation No

Details

Location Schenectady County, New York
Delivery Point Rotterdam Police Department, 101 Princetown Road, Rotterdam, New York 12306
Purchase Type Term: 01/01/2022 12:00 AM EST - 12/31/2023 11:59 PM EST

Dates

Publication 11/05/2021 09:17 AM EDT
Question Acceptance Deadline 11/15/2021 04:00 PM EST
Questions are submitted online No
Closing Date 11/19/2021 10:00 AM EST

Contact Information

Paula Diamante
518-355-7575 ext. 312
pdiamante@rotterdamny.org

Description Police Uniforms and Equipment for a 2 year term starting January 1, 2022 through December 31, 2023. Please be sure to review the full bid packet and bid specifications. All questions must be submitted in writing to Deputy Chief William Male at wmale@rotterdamny.org prior to 4:00 p.m. on Monday, November 15, 2021.

Buyer's Requirements

Award Requirements

- Reserve Rights to Award by Line Item

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing Item Based
Pricing Item Based

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	No

Categories

Selected Categories

NIGP Categories (12)	
680	**POLICE, PRISON AND SECURITY ACCESS EQUIPMENT AND SUPPLIES**
68012	**Belts, Cases, Holsters, Scabbards, etc.** Belts, Cases, Holsters, Scabbards, etc.
68010	**Badge Cases, Police (All Types)** Badge Cases, Police (All Types)
68008	**Police Protection Equipment (Body Armor and Riot Shields) and Supplies** Police Protection Equipment (Body Armor and Riot Shields) and Supplies
68000	**POLICE, PRISON AND SECURITY ACCESS EQUIPMENT AND SUPPLIES**
68020	**Billies and Night Sticks** Billies and Night Sticks
68060	**Handcuffs, Leg Irons (Strap and Loop Style)** Handcuffs, Leg Irons (Strap and Loop Style)
080	**BADGES, AWARDS, EMBLEMS, NAME TAGS AND PLATES, JEWELRY, ETC.**
08000	**BADGES, AWARDS, EMBLEMS, NAME TAGS AND PLATES, JEWELRY, ETC.**
08010	**Badges, Buttons, Emblems, and ID Cards, Celluloid and Plastic: Student, Faculty, Membership, Employee, etc.** Badges, Buttons, Emblems, and ID Cards, Celluloid and Plastic: Student, Faculty, Membership, Employee, etc.
08015	**Badges, Buttons, Emblems, and Patches, Metal: Cap, Game Wardens', Officers', Service Awards, Uniform, etc.** Badges, Buttons, Emblems, and Patches, Metal: Cap, Game Wardens', Officers', Service Awards, Uniform, etc.
800	**SHOES AND BOOTS**
80000	**SHOES AND BOOTS**
201	**CLOTHING ACCESSORIES (SEE CLASS 800 FOR SHOES AND BOOTS)**
20100	**CLOTHING ACCESSORIES (SEE CLASS 800 FOR SHOES AND BOOTS)**
200	**CLOTHING: ATHLETIC, CASUAL, DRESS, UNIFORM, WEATHER AND WORK RELATED**
20000	**CLOTHING: ATHLETIC, CASUAL, DRESS, UNIFORM, WEATHER AND WORK RELATED**

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Documents & Items

Documents

Document	Size	Uploaded Date	Language
Police Uniforms and Equipment.pdf [pdf]	310 Kb	11/05/2021 08:57 AM EDT	English
Non-Collusion Clause.pdf [pdf]	91 Kb	11/05/2021 09:14 AM EDT	English
Non-Discrimination and Harassment Policy (post bid).pdf [pdf]	205 Kb	11/05/2021 09:14 AM EDT	English

Items

No	Description	UOM	Qty
1	PANTS Manufacturer: CLASS A Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
2	PANTS Manufacturer: BDU Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
3	SHIRT– SHORT SLEEVE Manufacturer: CLASS A Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
4	SHIRT – LONG SLEEVE Manufacturer: CLASS A Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
5	HAT – 8 POINT Manufacturer: PATROL OFFICER Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
6	HAT – 8 POINT Manufacturer: SERGEANT Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
7	HAT – ROUNDED Manufacturer: LIEUTENANT Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
8	HAT – ROUNDED Manufacturer: CHIEF/DEP CHIEF Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
9	COAT–DRESS(BLOUSE) Manufacturer: CLASS A Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
10	COAT Manufacturer: WINDBREAKER Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1

No	Description	UOM	Qty
11	COAT Manufacturer: WINTER Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1
12	COAT Manufacturer: RAIN – FULL Part #: HIVIS/BK Brand Preference: All Brands are acceptable	Each	1
13	COAT Manufacturer: RAIN – ¾ LENGTH Part #: HIVIS/BK Brand Preference: All Brands are acceptable	Each	1
14	SWEATER Manufacturer: COMMANDO Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1
15	SWEATER Manufacturer: CARDIGAN Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1
16	SOCKS Manufacturer: REGULAR LENGTH Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1
17	SOCKS Manufacturer: EXEC. LENGTH Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1
18	TIES Manufacturer: WOVEN CLIP ON Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1
19	GLOVES Manufacturer: BLACK KNIT Brand Preference: All Brands are acceptable	Each	1
20	GLOVES Manufacturer: LEATHER Brand Preference: All Brands are acceptable	Each	1
21	GLOVES Brand Preference: All Brands are acceptable	Each	1
22	SERVING SINCE Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1
23	NAME PLATE Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1
24	BADGE Manufacturer: BREAST OR WALLET Part #: PTL, SGT. Brand Preference: All Brands are acceptable	Each	1
25	BADGE Manufacturer: BREAST OR WALLET Part #: LIEUTENANT Brand Preference: All Brands are acceptable	Each	1

No	Description	UOM	Qty
26	BADGE Manufacturer: BREAST OR WALLET Part #: CHIEF/DEPUTY CHIEF Brand Preference: All Brands are acceptable	Each	1
27	BADGE Manufacturer: HAT Part #: SILVER OR GOLD Brand Preference: All Brands are acceptable	Each	1
28	COLLAR BRASS Manufacturer: RPD/CEO/DISP Part #: SILVER Brand Preference: All Brands are acceptable	Each	1
29	COLLAR BRASS Manufacturer: CADUCEUS Part #: SILVER Brand Preference: All Brands are acceptable	Each	1
30	COLLAR BRASS Manufacturer: SGT. CHEVRON Part #: SILVER Brand Preference: All Brands are acceptable	Each	1
31	COLLAR BRASS Manufacturer: LT. BAR Part #: GOLD – COAT SIZE Brand Preference: All Brands are acceptable	Each	1
32	COLLAR BRASS Manufacturer: LT. BAR Part #: GOLD – SHIRT SIZE Brand Preference: All Brands are acceptable	Each	1
33	TIE BAR Part #: AS SPECIFIED Brand Preference: All Brands are acceptable	Each	1
34	HOLSTER Manufacturer: DUTY Brand Preference: All Brands are acceptable	Each	1
35	BELT Manufacturer: SAM BROWNE Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
36	BELT Manufacturer: GARRISON Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
37	DUTY HOLSTER Manufacturer: GLOCK MOD 17 Part #: BLACK TRIPLE RETENTION Brand Preference: All Brands are acceptable	Each	1
38	HANDCUFF CASE Manufacturer: CLOSED Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
39	HANDCUFF CASE Manufacturer: OPEN Part #: BLACK Brand Preference: All Brands are acceptable	Each	1

No	Description	UOM	Qty
40	MACE HOLDER Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
41	MAG. HOLDER Manufacturer: DOUBLE Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
42	BELT KEEPERS Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
43	NIGHSTICK RING Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
44	GLOVE CARRIER Manufacturer: DISPOSABLE Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
45	BATON HOLDER Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
46	HANDCUFFS Part #: SILVER Brand Preference: All Brands are acceptable	Each	1
47	NIGHTSTICK Manufacturer: 20 INCH Part #: PLASTIC Brand Preference: All Brands are acceptable	Each	1
48	BATON Manufacturer: COLLAPSIBLE Brand Preference: All Brands are acceptable	Each	1
49	BATON GRIP Manufacturer: SUPER Brand Preference: All Brands are acceptable	Each	1
50	SHOE Manufacturer: WORK Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
51	BOOT Manufacturer: 6 INCH Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
52	BOOT Manufacturer: 8 INCH Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
53	SHOE Manufacturer: SNEAKER Brand Preference: All Brands are acceptable	Each	1
54	BODY ARMOR Manufacturer: LEVEL IIIA Brand Preference: All Brands are acceptable	Each	1
55	BODY ARMOR Manufacturer: INNER SHELL Brand Preference: All Brands are acceptable	Each	1

No	Description	UOM	Qty
56	BODY ARMOR Manufacturer: QUILTED OUTER SHELL Brand Preference: All Brands are acceptable	Each	1
57	BICYCLE SHIRT Manufacturer: SHORT SLEEVE Part #: BLUE Brand Preference: All Brands are acceptable	Each	1
58	BICYCLE SHIRT Manufacturer: LONG SLEEVE Part #: BLUE Brand Preference: All Brands are acceptable	Each	1
59	BICYCLE JACKET Part #: BLUE Brand Preference: All Brands are acceptable	Each	1
60	BICYCLE SHORTS Part #: DARK BLUE Brand Preference: All Brands are acceptable	Each	1
61	BICYCLE PANTS Part #: DARK BLUE Brand Preference: All Brands are acceptable	Each	1
62	SNEAKERS Part #: BLACK Brand Preference: All Brands are acceptable	Each	1
63	SOCKS Manufacturer: ANKLE SOCKS Brand Preference: All Brands are acceptable	Each	1
64	BICYCLE GLOVES Brand Preference: All Brands are acceptable	Each	1
65	NYLON DUTY BELT Manufacturer: 7200 Brand Preference: All Brands are acceptable	Each	1

Audit

Status History

Solicitation Status	Date
Publication	11/05/2021 09:17 AM EDT

TOWN OF ROTTERDAM

Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

RESOLUTION NO. 47.22

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 2021 FISCAL YEAR AND DIRECT THE TOWN CLERK TO PUBLISH THE NECESSARY LEGAL NOTICE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, 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 2021 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-b) 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 2021 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 days (120) 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 days (120) of the close of the 2021 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

SECTION 3. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 48.22

TO RECIND RESOLUTION 194.21 REGARDING THE RESOLUTION AND AGENDAS FOR THE TOWN OF ROTTERDAM

WHEREAS, On June 23, 2021 the Town Board of the Town of Rotterdam passed Resolution 194.21 for the Town Clerk to be the creator and custodian of the agenda and resolution for the Town Board; and

WHEREAS, the Town Board of the Town of Rotterdam rescinds Resolution 194.21, **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Resolution 194.21 is hereby rescinded. Except to the extent otherwise provided by law, the creator and custodian of the agenda and resolutions for the Town Board will be the Office of the Town Supervisor.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 49.22

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 1 OF 2022 TO ESTABLISH A 12-MONTH MORATORIUM ON LAND USE APPLICATIONS FOR MULTIPLE FAMILY DWELLINGS AND SCHEDULING A PUBLIC HEARING THEREON.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. 1 of 2022 to establish a twelve (12) month moratorium on land use applications for multiple family dwellings.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. 1 of 2022 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. 1 of 2022 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. 1 of 2022 to the Schenectady County Department of Economic Development & Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 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 __th day of _____, 2022 for the following purpose:

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

Local Law Filing

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

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

□County □City ☑Town □Village
(*select one*:)

of Rotterdam

Introductory Local Law No. 1 of the year 2022

A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON LAND USE APPLICATIONS FOR MULTIPLE FAMILY DWELLINGS

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

See attached.

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

TOWN OF ROTTERDAM

INTRODUCTORY LOCAL LAW NO. 1 OF THE YEAR 2022

A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON LAND USE APPLICATIONS FOR MULTIPLE FAMILY DWELLINGS

SECTION 1 - TITLE

This local law shall be referred to as "A Local Law to Establish a 12-Month Moratorium on Land Use Applications for Multiple Family Dwellings".

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. As the process was underway, the COVID-19 pandemic arose. With the onset of the COVID-19 pandemic, the Comprehensive Plan Advisory Committee continued working on the update, albeit in a different format, having shifted from in-person meetings, forums, and stakeholder interviews to virtual and socially distanced formats. Notwithstanding this continued effort, the onset of the COVID-19 pandemic delayed the Comprehensive Plan Advisory Committee's progress on updating the 2001 Comprehensive Plan for consideration by the Town Board. Most recently, the Comprehensive Plan Advisory Committee authorized the draft Comprehensive Plan Update for release to the public for purposes of the Committee holding a public hearing in early 2022.

As the process to update the Comprehensive Plan was unfolding but not yet completed, the Town witnessed increased pressure from developers seeking approval to construct apartment communities. Under the Town's current zoning, multiple family dwellings are permitted in the R-3 Multiple Family zoning district. However, all or nearly all properties that are zoned R-3 in the Town are

either already improved with apartment communities, or have already received necessary land use approvals to construct apartment communities.

This has led to several requests by developers seeking to build new apartment communities to change the zoning for specific properties to R-3 to permit multiple family dwellings. These requests take the form of Change of Zone applications, which if approved, then result in additional land use applications, such as site plan applications, in furtherance of developing the apartment communities.

Development of apartment communities through Change of Zone applications on a property-by-property basis can lead to piecemeal development of apartment communities throughout the Town. Although there may be areas that are appropriate for multiple family dwellings in Town, using the Change of Zone process to site multiple family dwellings poses the risk of siting an apartment community in an area where it is not consistent with the surrounding neighborhood, in conflict with the character of the immediate area, and in locations where existing infrastructure and roadways are not sufficient for the proposed use.

In light of the current status of the Comprehensive Plan update process, the lack of available vacant property currently zoned R-3 for development of new apartment communities, and the increasing pressure for changes of zone to permit multiple family dwellings, the Town Board finds it to be prudent to impose a temporary moratorium on accepting, processing, and deciding land use applications for multiple family dwellings in order to provide the Town Board with time to consider whether and where apartment communities should be sited in Town and, if and as appropriate, to take appropriate legislative action in that regard.

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, 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 or proposal for any multiple family dwelling. 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. This moratorium shall apply, without limitation, to all Change of Zone applications seeking a change of zoning to R-3 Multiple Family District, all Planned Residential Development applications seeking approval for multiple family dwellings or garden apartments, and all site plan applications seeking approval for multiple family dwelling(s). 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. This moratorium shall not apply to the issuance of site development and/or building permits for multiple family dwelling projects for which all required municipal approvals have been issued prior to the effective date of this local law, or to any Certificate of Occupancy for any such multiple family dwelling project, or to any Certificate of Occupancy for any construction pursuant to building permits issued prior to the effective date of this local law.

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 $_____, shall be filed in writing with the Town of Rotterdam Department of Public Works, which shall forward such written request to the Town Board. Upon receipt of any such written request for a waiver, the Town Board shall promptly 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 shall render a decision on such waiver request within sixty (60) days of the close of the public hearing. If the Town Board determines that the party making the waiver request will suffer an unnecessary hardship if this local law is strictly applied to the particular property, then the Town Board shall waive the application of this local law to the minimum extent necessary to provide the requesting party relief from the strict application of this local law.

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, or employee of the Town of Rotterdam to 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 or proposal for any multiple family dwelling 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; (ii) Town of Rotterdam Code, Chapter 270, Article XIII, with respect to procedures and timeframes for processing applications for Planned Residential Development districts for garden apartments or multiple family dwellings; (iii) Town of Rotterdam Code, Chapter 270, Article XVII, with respect to procedures and timeframes for processing applications for site plan review; (iv) Town of Rotterdam Code, Chapter 270, Article XIX, with respect to procedures and timeframes for processing applications for special use permit review that involves multiple family dwelling(s); (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 multiple family dwelling proposals; and (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 multiple family dwelling proposals.

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. __ of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2022 in accordance with the applicable provisions of law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Date: _____

For the enactment of Introductory Local Law No. 1 of 2022 relating to the establishment of a 12-month moratorium on land use applications for multiple family dwellings.

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

DATED: January 1, 2022
Daily Gazette: Please publish once on _____, 2022
Town Clerk
Post

SECTION 6. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 50.22

AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH BARTON & LOGUIDICE TO PERFORM A DUE DILIGENCE REVIEW AND LIFE CYCLE COST ANALYSIS TO RENOVATE OR LEASE TOWN FACILITIES RELATIVE TO RELOCATION OF TOWN FACILITIES TO VIAPORT ROTTERDAM.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Supervisor is hereby authorized to negotiate and execute an agreement with Barton & Loguidice to perform a due diligence review and life cycle costs analysis relating to the Town's previously proposed relocation of town facilities to Via Port Rotterdam.

SECTION 2. Pending the completion of the due diligence review and life cycle costs analysis authorized herein and acceptance thereof by the Town Board, any expenditures in furtherance of relocating town facilities to Via Port Rotterdam shall require approval of the Town Board.

SECTION 3. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

Barton & Loguidice

December 30, 2021

Mickey Maher, DPW Advisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Supplement #2 for Professional Engineering Services
Alternatives Due Diligence & Comparison Matrix Summary
Relocation of Town Facilities to Via Port Rotterdam
File: 904.049.001

Dear Mr. Maher,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this supplement #2 to prepare a summary of alternatives comparison. The two (2) alternatives to be summarized include:
Relocation of the Town Hall, Police and Courts to Via Port Rotterdam; and
Rehabilitation of the current facilities.

Scope of Services:

B&L proposes to provide the following scope of services:

1. Prepare a life cycle cost analysis of the two alternatives. Capital, annual operations/maintenance, annual utility, land and/or lease costs to be included in the comparison.
2. A summary table of advantages and disadvantages of each alternative will be included.
3. Due diligence summary of environmental considerations for each alternative.
4. A summary memo will be prepared and summarize the above information.

Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of $4,900.

We would not exceed this amount unless the Town Board first authorized a modification of the scope and fee. Services would be invoiced to the Town monthly through the invoice date and our Standard Billing Rate schedule would be utilized.

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

AUTHORIZATION

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the original agreement terms and conditions.

_____
Authorized Printed Name

_____ _____
Authorized Signature Date

RESOLUTION NO. 51.22

TO MAKE BUDGETARY TRANSFERS FOR THE 2022 FINAL BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Transfer $39,142 from Line A6772121019 to Line A1410110008.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

RESOLUTION NO. 52.22

A RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE A CONTRACT WITH BARTLETT, PONTIF, STEWART & RHODES, PC. TO ACT AS ATTORNEYS FOR THE ZONING BOARD OF APPEALS FOR A TERM COMMENCING JANUARY 1, 2022 THROUGH DECEMBER 31, 2022.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with, Bartlett, Pontif, Stewart & Rhodes, PC. to act as Attorneys for the Zoning Board of Appeals for a term commencing January 1, 2022 through December 31, 2022, in an amount not to exceed $18,600.00.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

ALAN R. RHODES
ROBERT S. MCMILLEN
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

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

JOHN D. WRIGHT
JESSICA HUGABONE VINSON
GREGORY J. TERESI
VICTORIA M. CRAFT
ALEXANDRA C. DAVIS
BENJAMIN R. PRATT, JR.
OF COUNSEL
RICHARD J. BARTLETT
1926-2015
PAUL E. PONTIFF
1930-2021
ROBERT S. STEWART
1932-2001
BERTRAM J. DUBE
1916-1999

December 15, 2021

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

Re: January 1, 2022 agenda

Dear Supervisor Collins:

Please be advised that I currently maintain the position of Zoning Board of Appeals Attorney for the Town of Rotterdam. I have maintained this position since 2017. I have enjoyed this opportunity and would like to continue. My existing contract is set to expire on December 31, 2021. As a result, I have enclosed my proposed contract as well as my resume for the Board's review.

If you could kindly place this on your January 1, 2022 agenda, I would appreciate it. I would request that the Town accept the terms of my proposed agreement so that my position can continue.

If you have any questions, or need anything further, please feel free to contact me. I would also would love an opportunity to meet you.

Happy Holidays.

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

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

cc: Diane Marco, Town Clerk

AGREEMENT FOR
LEGAL SERVICES

This Agreement made in duplicate originals the _____ day of January, 2022, 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, 2022, through December 31, 2023.

ARTICLE 3. SERVICES TO BE PROVIDED BY FIRM.

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

ARTICLE 4. FEES.

(a) The Town agrees to pay the Firm and the Firm agrees to receive as compensation from the Town for legal services rendered in connection with all day-to-day zoning 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 $1,550.00 per month in 2022 and $1,650.00 in 2023.

(b) If the Town seeks the Firm's representation in special matters there will be an additional fee. The Town agrees to pay to the Firm and the Firm agrees to receive as compensation from the Town for legal services rendered in connection with special matters, which include but are not limited to, prosecution of enforcement matters, assistance with planning matters, labor negotiations, grievances and arbitration, litigation, drafting and promulgation of major or significant local laws and ordinances, creation of special districts and extensions, intermunicipal contracts and associated negotiations an hourly rate of $200.00 per hour for attorney's time, $100.00 per hour for paralegal time in 2022. In 2023, the rates will increase to $225.00 per hour for attorney's time and $120.00 per hour for paralegal time.

(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 $.57 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 : 12/15/21 By:_____
Stefanie DiLallo Bitter, Esq.

Stefanie DiLallo Bitter

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

LEGAL EXPERIENCE

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

Bartlett, Pontiff, Stewart & Rhodes, P.C., Glens Falls, New York
Associate Attorney, 2000 - 2007, *Principal Attorney*, 2008 to present
Practice in all aspects of Real Estate Law, Land Use and Zoning Law, Landlord/ Tenant, Estate Planning and Administration, Municipal Law, Corporate and Commercial Law, and Environmental Law.

Division of Parole, Albany, New York
Legal Intern, July, 1999-2000

NYS Lawyers' Fund for Client Protection, Albany, New York
Legal Investigator, June 1999- 2000

NYS Department of Health, Bureau of Administrative Hearings, Albany, New York
Legal Intern, Spring 1999

Division of Probation and Correctional Alternatives, Albany, New York
Research Assistant, Spring 1999

New York Association for Alternative Sentencing Programs, Albany, New York
Research Assistant, July 1998-April 1999

NYS Supreme Court, The Honorable Vito Caruso, Schenectady, New York
Legal Intern, June 1998 and December-February 1997

EDUCATION

Albany Law School of Union University, Albany, New York
Juris Doctor, *cum laude*, May 2000
GPA: 3.25
Dean's List three of six eligible semesters
Health Law Practicum, Fall 1999
Gabrielli Appellate Advocacy Moot Court Competition, Fall 1998
Senior Prize Trials, Fall 1999 & Octo-finals 2000
Writing Requirement: *Supplemental Needs Trust: Enhancing the Quality of a Disabled Person's Life*
Member of the Justinian Society

Hartwick College, Oneonta, New York
BA in Political Science Minor: History, May 1997
GPA: 3.2 - Graduated with Departmental Distinction

CERTIFICATIONS

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

PROFESSIONAL MEMBERSHIPS

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

COMMUNITY INVOLVEMENT

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

Member of the Board of Directors, Adirondack Saratoga Chapter of the Red Cross, *2010 to 2016.*
Vice Chair 2012-2014
Chair 2014- 2015
Member of the Board of Directors, Council Meadows, *2011 to 2016.*

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

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

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

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

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

Adjust Professor of Sociology Hartwick College, January 2021 to Present: *Spring 2021 and Fall 2021,* Intro to Law and Society.

Secretary, Hickory Hill Foundation, September 2021 to Present

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

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

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

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

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

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

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

RESOLUTION NO. 53.22

A RESOLUTION AUTHORING THE SUPERVISOR TO SIGN AN AGREEMENT GRANTING AUTHORITY TO THE STATE OF NEW YORK TO ADJUST TOWN OF ROTTERDAM OWNED WATER AND SEWER FACILITIES ON ROUTE 146 INCLUDING PIN 1085.50 ROUTE 146 CARMAN ROAD SAFETY WIDENING & INTERSECTION IMPROVEMENT PROJECT.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to to sign an agreement granting authority to the State of New York to adjust Town of Rotterdam owned water and sewer facilities on Route 146 including PIN 1085.50 Route 146 Carman Road Safety Widening & Intersection Improvement Project.

SECTION 2. This resolution shall become effective January 1, 2022.

DATED: January 1, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

A RESOLUTION BY THE TOWN OF ROTTERDAM GRANTING AUTHORITY TO THE STATE OF NEW YORK TO ADJUST TOWN OF ROTTERDAM OWNED WATER AND SEWER FACILITIES ON ROUTE 146 INCLUDED IN PIN 1085.40 & 1085.50 ROUTE 146 CARMAN ROAD SAFETY WIDENING & INTERSECTION IMPROVEMENT PROJECT

Resolution # 53.22

WHEREAS, the New York State Department of Transportation proposes widening and safety improvements on Route 146, located in the Town of Rotterdam, Schenectady County, PIN 1085.50; and

WHEREAS, the Town of Rotterdam approves of such project and the State of New York will include as part of the construction of the above mentioned project, relocation, replacement, or adjustment of existing water and sewer facilities and appurtenances as needed, pursuant to Article II, Section 10, Subdivision 24 of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner; and

WHEREAS, the Town of Rotterdam maintains water and sewer facilities on Route 146 within the project limits; and

WHEREAS, the service life of the adjusted and or replaced utilities has not been extended; and

WHEREAS, the State will provide for the construction of the above-mentioned work, as shown on the contract plans relating to the above-mentioned project.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Rotterdam, by means of this Resolution, grants permission to the State of New York to complete the above-mentioned work performed on the above-mentioned project, the Town of Rotterdam shall continue to maintain or cause to be maintained, at its own expense, the adjusted facilities performed as above stated and as shown on the contract plans, and

BE IT FURTHER RESOLVED, that **Mollie Collins** the **Town Supervisor** has the authority to sign, with the concurrence of the Town's Legal Counsel and by the Town Board, any and all documentation with the State of New York that may be necessary as a result of this project as it relates to the Town of Rotterdam, and

BE IT FURTHER RESOLVED, that the Clerk of the Town of Rotterdam is hereby directed to transmit electronically signed, sealed, notarized and stamped certified copy of the foregoing resolution to the New York State Department of Transportation.

RESOLVED, that this Resolution shall take effect immediately.

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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I, ***Diane Marco*** , duly appointed and qualified **Town Clerk** , do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the **John F. Kirvin Government Center, 1100 Sunrise Blvd., Rotterdam NY 12306** , a quorum being present on the **1st** day of **January** , and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this **1st** day of **January, 2022**.

_____

Signature

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 28, 2021
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner
TITLE OF REQUEST:	Town to grant authority to the NYS Department of Transportation to adjust town-owned water and sewer facilities located on State Route 146 (Carman Road) as part of the safety widening and intersection improvement project.
TOWN BOARD MEETING:	January 1, 2022
Background Information:	New York State Department of Transportation proposes widening and safety improvements on Route 146, located in the Town of Rotterdam, Schenectady County, PIN 1085.50.
Evaluation/Analysis:	State of New York will include as part of the construction of the above-mentioned project, relocation, replacement, or adjustment of existing water and sewer facilities and appurtenances as needed, pursuant to Article II, Section 10, Subdivision 24 of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner.
Recommendation(s):	Authorize the Supervisor to sign, with the concurrence of the Town's Legal Counsel and by the Town Board, any and all documentation with the State of New York that may be necessary as a result of this project as it relates to the Town of Rotterdam
Attachment/Document(s):	NYSDOT Letter from Yan Babichenko, P.E. Draft Resolution
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	N/A

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

PATRICK S. BARNES, P.E.
Regional Director

DATE: December 24, 2021

Mr. Peter Comenzo
Senior Planner
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

PROJECT: PIN 1085.40/1085.50 – Route 146, Fuller Station Rd to Thruway (Carman Road) Safety Widening and Rt. 146 at NYS Thruway Access Road Roundabout,
Construction Contract №: D264594
Town of Rotterdam
Schenectady County

Dear Mr. Comenzo,

The State of New York is proposing Safety Improvements on Route 146 within the Town of Rotterdam, as per documentation previously sent to the Town. Work may require height adjustment of water valve boxes and sanitary sewer facilities owned by the Town. This work will be included in this construction project at no cost to the Town.

A Municipal Resolution will be required to grant DOT authority to adjust existing municipally owned water & sewer facilities.

Attached, please find a sample “Municipal Resolution”. This Municipal Resolution can be modified, provided it includes all items identified in the *Instructions for preparation of a Municipal Resolution*.

After the Resolution is adopted, please transmit via e-mail a signed, notarized, stamped, and sealed Municipal Resolution document to me. All signatures, including notary certification must be original and must be part of the document. Separate documents with signatures will not be accepted.

Please call me at 518-457-3372 if you have any questions or need assistance.

Thank you,

Mr. Yan Babichenko, P.E.
Region 1 Utilities Engineer
NYSDOT Region 1, Design Group
50 Wolf Road, POD 2-3
Albany, NY 12232

Attachments
cc: R1 Utilities Project File