

MEETING OF THE ROTTERDAM TOWN BOARD

October 23, 2024

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

PUBLIC HEARING

PRESENTATIONS

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS RESOLUTIONS

399.24 Accepting Town Board meeting minutes. Pg. 3

400.24 To schedule a Special Meeting of the Town Board. Pg. 27

401.24 To approve changes made to the 2025 Tentative Budget and to establish the 2025 Preliminary Budget and call for a Public Hearing on the 2025 Preliminary Town Budget. Pg. 30

402.24 Establishing water/sewer rents and contract assessments for the year 2024 for the water/sewer districts. Pg. 33

403.24 To negotiate and execute an agreement with Boght Veterinary Clinic. Pg. 35

404.24 To declare one police vehicle obsolete and authorize them to be auctioned. Pg. 41

405.24 To authorize the Supervisor to execute and sign a Memorandum of Agreement with the Civil Service Employees' Association (CSEA). Pg. 44

406.24 To accept the Juracka Park Master Plan created by LAndart Studio NY Landscape Architecture, PLLC. Pg. 45

407.24 To negotiate and execute an agreement with LaBella for professional engineering services on the proposed formation of Sewer District No.2 Extension No. 18. Pg. 62

**LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor**

RESOLUTION NO. 399.24

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the Town Board Meeting of October 9, 2024, as attached.

SECTION 2. This resolution shall become effective October 23, 2024.

DATED: October 23, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 16, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes for the Town Board Meeting of October 9, 2024.

TO BE PLACED ON TOWN BOARD AGENDA OF: October 23, 2024.

TO BE PLACED ON TOWN BOARD MEETING OF: October 23, 2024.

Background Information: Attached to adopt the Town Board Meeting of October 9, 2024.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of October 23, 2024.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

October 10, 2024

Certified Resolutions: #386.24-#398.24 for the year 2024 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, October 9, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:40 p.m. and was adjourned at approximately 6:52 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Agenda Meeting. Motion # 64 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #65 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #66 was made by Councilmember Mastroianni and seconded by Councilmember Gallucci. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting closed at approximately 8:02 p.m. by Councilmember Dodson and seconded by Councilmember Schlag. All agreed to close the Town Board Meeting and open the Budget Workshop at approximately 8:20 p.m. The Budget workshop was adjourned at 9:31 p.m. by Councilmember Mastroianni and seconded by Councilmember Dodson. All agreed to close the Budget Workshop.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

October 9, 2024

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS

PUBLIC HEARING

1. To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±16.19 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to General Business (B-2) to facilitate the potential construction of flex warehouse space: two (2) ±12,000 square foot, five (5) ±10,000 square foot and two (2) ±7,500 square foot buildings on ±16.19 acres of a ±65.8 acre parcel located at 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5 **PUBLIC HEARING CLOSED**
2. For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension of Local Law No. 8 2023 and Local Law No. 5 of 2024 which established a moratorium on Battery Energy Storage System Installations and first six (6) month extension to such moratorium within the Town of Rotterdam. **PUBLIC HEARING CLOSED**
3. For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension to Local Law No. 9 2023 and Local Law No. 6 of 2024 which established a moratorium and extension on Wind Generation System Installations. **PUBLIC HEARING CLOSED**

PRESENTATIONS

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS RESOLUTIONS

MOTIONS

64.24 I make a motion to close Public Hearing 1.

65.24 I make a motion to close Public Hearing 2.

66.24 I make a motion to close Public Hearing 3.

RESOLUTIONS

386.24 Accepting Town Board meeting minutes. Pg. 54

387.24 To accept revenue for Town Clerk's office for September 2024. Pg. 110

388.24 To reappoint Jeffrey Nuzzaco to the Board of Assessment Review. Pg. 116

389.24 To negotiate and execute an agreement with cb20 for Dell ProSupport Renewal. Pg. 118

390.24 Authorize the Supervisor to execute and sign a Governor's Safety Committee Grant Award for the Rotterdam Town Police Department. Pg. 121

391.24 To negotiate and execute Amendment No. 1 to an existing agreement with Barton & Logudice for professional engineering services for the Kiwanis International Park Waterfront Access Improvements Project. Pg. 127

392.24 A resolution regarding the State Environmental Quality Review Act process amendment for the Town of Rotterdam Wastewater Treatment Improvements Project. Pg. 149

393.24 To negotiate and execute an agreement with KB Engineering & Architecture P.C. for Professional Engineering services related to the Leak Detection Survey for Water District No. 5, Phases 3, 4 and 5. Pg. 178

394.24 To negotiate and execute Amendment No. 3 to an existing agreement with KB Engineering & Architecture P.C./Prime AE for the Sewer District No 2. Extension No. 16 Burdeck Street Map Plan and Report. Pg. 199

395.24 To authorize the Supervisor to extend the Memorandum of Agreement for the sale of water with the Town of Guilderland. Pg. 224

396.24 To adopt a SEQR Negative Declaration on a Change of Zone application from Single Family Residential (R-1) to Retail Business (B-1) located at Arlene Street. Pg. 226

397.24 To Enact Local Law No. 20 of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Single Family Residential (R-1) to Retail Business (B-1) located at Arlene Street. Pg. 237

398.24 To appoint Rachael Fisher to the position of Account Clerk. Pg. 259

**LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor**

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following motion passed:

MOTION 64.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close Public Hearing #1.

SECTION 2. This motion shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on October 9, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following motion passed:

MOTION 65.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close Public Hearing #2.

SECTION 2. This motion shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on October 9, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following motion passed:

MOTION 66.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close Public Hearing #3.

SECTION 2. This motion shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on October 9, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 386.24

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the Town Board Meeting of September 25, 2024 and the Special Town Board Meeting of October 2, 2024, as attached.

SECTION 2. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 387.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR SEPTEMBER 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of September 2024, has been placed on file and the town clerk's check in the amount of four thousand nine hundred twenty dollars and 03/100 (\$4,920.03) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective October 9, 2024

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

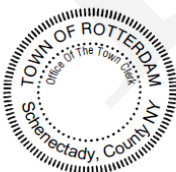
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 388.24

TO REAPPOINT JEFFREY NUZZACO TO THE BOARD OF ASSESSMENT REVIEW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board of the Town of Rotterdam hereby reappoints Jeffrey Nuzzaco as a member of the Board of Assessment Review, for a five (5) year term commencing October 1, 2024 through September 30, 2029.

SECTION 2. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

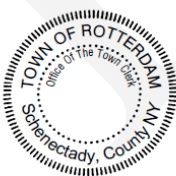
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 389.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CB20 FOR DELL
PROSUPPORT RENEWAL**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with CB20, located at 11 Federal Street, Saratoga Springs, NY 12866, for the renewal of Dell ProSupport, effective October 14, 2024 through October 13, 2025, in the amount not to exceed three thousand five hundred forty-eight and 61/100 (\$3,548.61) dollars.

SECTION 2. This resolution shall become effective on October 9, 2024.

DATED: October 9, 2024

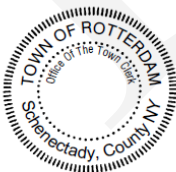
NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 390.24

**AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A GOVERNOR'S
SAFETY COMMITTEE GRANT AWARD FOR THE ROTTERDAM TOWN POLICE
DEPARTMENT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and sign the Governor's Safety Committee Grant Award for the Police Traffic Services Program, awarded to Rotterdam Town Police Department, in the amount of twelve thousand six hundred and 00/100 (\$12,600.00) dollars.

SECTION 2. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 391.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS PROJECT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for additional engineering services to conduct a Phase 1A Archeological Report, relating to the Kiwanis International Park Waterfront Access Improvements Project, in an amount not to exceed six thousand nine hundred and 00/100 (\$6,900.00) dollars, for a new total agreement amount not to exceed forty-six thousand nine hundred and 00/100 (\$46,900.00) dollars.

SECTION 2. This resolution shall become effective on October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 392.24

A RESOLUTION REGARDING THE STATE ENVIRONMENTAL QUALITY REVIEW ACT PROCESS AMENDMENT FOR THE TOWN OF ROTTERDAM WASTEWATER TREATMENT IMPROVEMENTS PROJECT

WHEREAS, the Town of Rotterdam (Town) is proposing the Town of Rotterdam Wastewater Treatment Plant Improvements Project (Project); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (“SEQRA”) and the implementing regulations at 6NYCRR Part 617 (the “Regulations”), the Town desires to comply with SEQRA and the Regulations with respect to the Project; and

WHEREAS, pursuant to the State Environmental Quality Review Act (“SEQRA”) and the implementing regulations at 6 NYCRR Part 617, the Town of Rotterdam previously completed the SEQRA process and passed a Negative Declaration for the proposed Project on August 26, 2020, and passed a new Negative Declaration on August 10, 2022 for an amended Project action;

WHEREAS, the previously reviewed project scope included rehabilitation of multiple components at the Town’s Wastewater Treatment Plant (WWTP) to increase its treatment capacity, installation of a new disc filter to replace the existing tertiary sand filters, manhole rehabilitation, and replacement of the Town’s existing trunk sewer;

WHEREAS, a 2022 Amendment to the Project added construction of a sequencing batch reactor to replace the existing trickling filters and rotating biological contactors; construction of a new pump station at the WWTP; and omission of the previously proposed disc filter;

WHEREAS, the Project now involves installation of two new thickened sludge pumps, two new tertiary disk filters, a new UV disinfection system, and installation of a lime sludge stabilization system; and omission of the previously proposed C12 Disinfection System rehabilitation, sanitary sewer rehabilitation, and trunk sewer rehabilitation;

WHEREAS, the Town of Rotterdam Town Board, as Lead Agency, has updated the Parts 1, 2, and 3 of the Full Environmental Assessment Form (FEAF) to reflect the change in project scope, and subsequently notified all Interested and Involved agencies of the amendments made to the Project, in support of re-issuing a Determination of Significance;

WHEREAS, pursuant to the SEQRA Regulations, the Town of Rotterdam Town Board, as Lead Agency, considered the significance of the potential environmental impacts of the amended Project by (a) using the criteria specified in Section 617.7 of the SEQRA Regulations, (b) examining the amended FEAF for the Project, including the facts and conclusions in Parts 1, 2 and 3 of the FEAF and Part 3 Evaluation Document, together with other available supporting

information, to identify the relevant areas of environmental concern, and (c) thoroughly analyzing the identified areas of environmental concern; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam Town Board has amended Parts 1, 2, and 3 of the FEAF for the Project; as needed.

SECTION 2. The Town of Rotterdam Town Board has completed a review of the amended SEQRA FEAF documents and confirms that the Project remains a Type I Action and has been determined to not have any significant adverse impacts on the environment, as provided in the amended FEAF documents attached hereto and hereby made a part thereof.

SECTION 3. The Town of Rotterdam Town Board, Barton & Loguidice, and Town Counsel are hereby authorized to take all actions, serve all notices, and complete all documents in order to give full force and effect to this amended SEQRA process.

SECTION 4. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 393.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LEAK DETECTION SURVEY FOR WATER DISTRICT NO. 5, PHASES 3, 4 AND 5

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, for professional engineering services related to the Leak Detection Survey for Water District No. 5, Phase 3, 4 and 5, in an amount not to exceed thirty-one thousand six hundred seventy and 00/100 (\$31,670.00) dollars.

SECTION 2. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 394.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 3 TO AN EXISTING AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C./PRIME AE FOR THE SEWER DISTRICT NO 2. EXTENSION NO. 16 BURDECK STREET MAP PLAN AND REPORT

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 3, to an existing agreement with KB Engineering & Architecture P.C./Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, for professional engineering services for the Sewer District No. 2 Extension No. 16 - Burdeck Street Map, Plan, & Report, in the amount not to exceed twelve thousand six hundred forty-five and 00/100 (\$12,645.00) dollars.

SECTION 2. This resolution shall become effective October 9, 2024

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

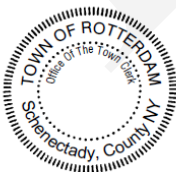
I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 395.24

TO AUTHORIZE THE SUPERVISOR TO EXTEND THE MEMORANDUM OF AGREEMENT FOR THE SALE OF WATER WITH THE TOWN OF GUILDERLAND

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to extend the Memorandum of Agreement with the Town of Guilderland, for the sale of emergency and permanent water, with no pauses in service and with all rates remaining the same according to the agreement, until December 31, 2024.

SECTION 2. This resolution shall become effective on October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 396.24

**TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE
APPLICATION FROM SINGLE FAMILY RESIDENTIAL (R-1) TO RETAIL
BUSINESS (B-1) LOCATED AT ARLENE STREET**

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the Negative Declaration dated October 9, 2024, as prepared by the Senior Planner, for a Change of Zone request from Single Family Residential (R-1) to Retail Business (B-1) to create up to an additional 46 parking spaces on a portion of ±0.47-acre parcel for a restaurant located at 2780 Hamburg Street located on property known as Arlene Street, Tax Map No. 59.15-1-10.11.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 397.24

TO ENACT LOCAL LAW NO. 20 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1) LOCATED AT ARLENE STREET

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **GALUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 20 of 2024.

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

SECTION 3. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 9, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 398.24

TO APPOINT RACHAEL FISHER TO THE POSITION OF ACCOUNT CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Rachael Fisher, of Schenectady, New York 12306, is hereby appointed to the position of Account Clerk, provisionally, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-four thousand four hundred sixty four and 29/100 (\$44,464.29) dollars, commencing October 15, 2024.

SECTION 2. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on October 9, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this October 10, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 400.24

TO SCHEDULE A SPECIAL MEETING OF THE TOWN BOARD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby schedules a special meeting of the Town Board of the Town of Rotterdam, to be held Wednesday, November 6, 2024, at 7:00 p.m., at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the purpose of holding a Public Hearing of the 2025 Preliminary Budget, and for any other purpose as may come before the Town Board.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to publish in the official newspaper of the Town of Rotterdam, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than two (2) days prior to the date designated for the special meeting, the following notice of special meeting:

**TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 6th day of November, 2024 for the purpose of holding a Public Hearing of the 2025 Preliminary Budget and for any other purpose as may come before the Town Board.

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

DATED: October 23, 2024

Daily Gazette: Please publish once on or before October 25, 2024

Town Clerk: Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective October 23, 2024

DATED: October 23, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 15, 2024

TO: Town Board

FROM: Mollie Collins, Town Supervisor

TITLE OF REQUEST: Schedule a Special Meeting

TOWN BOARD MEETING: October 23, 2024

Background Information: The Town Clerk presented the 2025 tentative budget to the Town Board at a special meeting on October 2, 2024.

Evaluation/Analysis: There have been budget workshops held for discussion and modifications to the tentative budget to get it to the “preliminary” stage of budgeting. The next step, after adopting the preliminary budget is to hold a public hearing.

Recommendation(s): Schedule the Special Meeting for November 6, 2024, for the intent of holding a public hearing on the 2025 preliminary budget, and whatever other business the board sees fit.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 401.24

**TO APPROVE CHANGES MADE TO THE 2025 TENTATIVE BUDGET AND TO
ESTABLISH THE 2025 PRELIMINARY BUDGET AND CALL FOR A PUBLIC
HEARING ON THE 2025 PRELIMINARY TOWN BUDGET**

WHEREAS, the 2025 Tentative Budget was presented by the Town Clerk to the Town Board on October 2, 2024; and

WHEREAS, the Town Board thereafter reviewed and modified the 2025 Tentative Budget at various workshops and meetings; and

WHEREAS, the changes made by the Town Board to the 2025 Tentative budget have been incorporated into the draft 2025 Preliminary Budget; and

WHEREAS, the Town Board desires to obtain the input of the public on the draft 2025 Preliminary Budget; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The 2025 Tentative Budget, with the changes made by the Town Board during the various workshops incorporated therein, is hereby established as the 2025 Preliminary Budget. The 2025 Preliminary Budget shall be made available for public inspection in both the office of the Town Clerk, Monday through Friday, exclusive of holidays, between the hours of 8:00 a.m. and 4:00 p.m. and through the Town of Rotterdam website, www.rotterdamny.org, around the clock;

SECTION 2. The Town Board hereby calls for a public hearing to be held on the 2025 Preliminary Budget as set forth in the form of notice set forth below. The Town Clerk of the Town of Rotterdam is hereby directed post a copy of the notice on the signboard of the Town, maintained pursuant to subdivision 6 of section 30 of the Town Law of the State of New York, and to publish in the official newspaper of the Town of Rotterdam not less than five (5) days prior to the date designated for the public hearing provided for by the following public notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: The Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, November 6, 2024, at 7:00 p.m. for the following purpose:

To hear comments by the public both in favor and against the Town Board's 2025 Preliminary Budget as compiled and both for and against any item(s) contained therein. The Town Board's 2025 Preliminary Budget shall be available for public inspection in the office of the Town Clerk, Monday through Friday, from 8:00 a.m. through 4:00 p.m.

In 2025, the proposed salary of each Town Board member shall be ten thousand and 00/100 dollars (\$10,000.00), the proposed salary of the Town Supervisor shall be thirteen thousand and 00/100 dollars (\$13,000.00), the proposed stipend of the Deputy Supervisor shall be three thousand and 00/100 dollars (\$3,000.00), the proposed salary of the Superintendent of Highways shall be seventy three thousand four hundred forty nine and 00/100 (\$73,449.00), the proposed salary of the Town Clerk shall be sixty one thousand, five hundred nineteen and 00/100 dollars (\$61,519.00) and the proposed salary for the Receiver of Taxes shall be sixty one thousand, five hundred nineteen and 00/100 dollars (\$61,519.00).

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

DATED: October 23, 2024

Daily Gazette: Please publish once on October 25, 2024

Town Clerk

Post

DATED: October 23, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The 2025 Preliminary Budget once adopted, shall be made available for public inspection in both the office of the Town Clerk, Monday through Friday, exclusive of holidays, between the hours of 8:00 a.m. and 4:00 p.m. and through the Town of Rotterdam website, www.rotterdamny.org around the clock.

RESOLUTION NO. 402.24

**ESTABLISHING WATER/SEWER RENTS AND CONTRACT ASSESSMENTS FOR
THE YEAR 2024 FOR THE WATER/SEWER DISTRICTS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That water/sewer rents and contract assessments for the year 2024 for the water/sewer districts of the Town of Rotterdam hereinafter set forth, be and they hereby are established and that the Receiver of Taxes and Assessments, is hereby directed to receive and collect from the several persons named on the water rent roll, the several sums mentioned in the last column thereof opposite their respective name on or after June 1 through July 31, 2024. All charges unpaid by July 31, 2024 will be placed on Town Tax Rolls with additional penalties and collected in the same manner as other Town taxes:

District:	Charge per unit:	Total Collected:
Water 3&4	\$445.46	\$174,619.89
Water 5	\$87.49	\$994,967.23
Sewer 2	\$385.08	\$1,216,163.49
Sewer 3	\$266.11	\$41,436.49
Sewer 4	\$1,111.33	\$3,333.99
Sewer 6	\$1,253.88	\$15,924.25
Sewer 7	\$89.55	\$35,103.14
Grand Total:		\$2,481,548.48

SECTION 2. This resolution shall become effective October 23, 2024.

DATED: October 23, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 15, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane J. Martin, Receiver of Taxes

TITLE OF REQUEST: 2024 Water/Sewer Rent Collection

TOWN BOARD MEETING: October 23, 2024

Background Information: Annual water rent collection for Water Districts 3&4 and Water 5/Sewer categorized by user type

Evaluation/Analysis: User fee per unit set by Town Board resolution

Recommendation(s): Accept Receiver of Taxes 2024 Water/Sewer Collection totals per district from collection.

Attachment/Document(s): Water/Sewer Collection totals breakdown from Receiver of Taxes.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Diane Martin, Receiver of Taxes

RESOLUTION NO. 403.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BOGHT VETERINARY CLINIC

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Boght Veterinary Clinic, located at 1165 Loudon Rd, Cohoes, New York 12047, to provide supplemental sheltering and veterinary services for dogs, in accordance to the fee schedule provided in the agreement.

SECTION 2. This resolution shall become effective October 23, 2024.

DATED: October 23, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 15, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Authorize the Town Supervisor to enter into an agreement with Boght Veterinary Clinic.

TOWN BOARD MEETING: October 23, 2024

Background information: The Town is currently contracted with the Montgomery County Society for the Prevention of Cruelty to Animals (MCSPCA) for the sheltering of dogs. On occasion the MCSPCA is at capacity and will not accept dogs in need of sheltering and/or veterinary services. The Boght Veterinary Clinic will provide supplemental services when needed.

Evaluation/Analysis: N/A

Recommendation(s): Authorize the Town Supervisor to enter into an agreement with Boght Veterinary Clinic to provide supplemental sheltering and veterinary services for dogs.

Attachment/Document(s): Copy of contract.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

THIS AGREEMENT is entered into by and between **DAVID A WAGONER** and **BRANDILYN WAGONER** d/b/a **BOGHT VETERINARY CLINIC**, with an office at 1165 Loudon Rd, Cohoes, NY 12047 (the "Clinic") and the **Town of Rotterdam** with an office located at 1100 Sunrise Blvd, Rotterdam, NY 12306 (the "Town"), in consideration for the mutual promises and agreements expressed herein.

- 1.) The Clinic shall provide and maintain a shelter for any dog lawfully seized within the Town of Rotterdam pursuant to Article 7 or Article 26 of the Agriculture & Markets Law, and any animal held pursuant to court order in accordance with such articles or other applicable law. The Clinic shall properly shelter, feed and water all dogs and other animals covered under this agreement in accordance with such articles. Upon the expiration of the minimum statutory holding period established in such articles, the Town shall recover any unclaimed dog, or other animal covered by this agreement not held by court order, for transport and lawful transfer of ownership to a third-party organization. If transfer cannot be arranged immediately following the holding period, The Clinic will continue to hold the animal per the fees established below at The Town's expense until transfer can be arranged. Should it be deemed necessary by a duly licensed veterinarian, the Clinic may humanely euthanize any animal sheltered in accordance with this agreement pursuant to Section 374 of the Agriculture and Markets Law and subject to the provisions of Section 117 of the Agriculture & Markets Law. Any fees related to the seizure or care of any animal pursuant to this agreement shall be the responsibility of the animal's owner and shall be paid prior to an animal's release.
- 2.) The Clinic shall make itself accessible to the Town during its regular business hours for the acceptance of dogs and other animals brought to the Clinic by the Town's officers, agents or employees. The Clinic shall provide the Town with access to the Clinic after its normal business hours for the purpose of bringing animals to the Clinic. If the Clinic's kennels are full, the Town's officer may contact the Clinic staff for assistance in kenneling the animals, or may take the animals to another shelter. The Town's officer shall contact Clinic staff regarding animals that are being brought to the Clinic after normal business hours.
- 3.) The Clinic agrees to provide staff in order to aid in admitting animals into the shelter during the Clinic's normal business hours.
- 4.) The Clinic agrees to provide necessary veterinary/medical services to all animals suffering from illness or injury, as long as such services have received prior approval from the Town's animal control officer.
- 5.) All dog licenses shall be issued at the Town Clerk's office pursuant to Chapter 107-10 of the Town Law.
- 6.) The Clinic shall collect fees in accordance with the Fee Schedule **prior** to any animals being released. The Town Clerk shall collect all redemption fees. Once paid, a release will be issued and the animal can be released from the Clinic.
- 7.) Animals may be redeemed by their lawful owners at the Clinic during the Clinic's regular business hours. The Clinic shall allow a lawful owner to redeem his or her dog only after the owner has provided proof of payment of the redemption fee, the dog is properly vaccinated, and has provided proof that the dog is properly licensed. The Town shall, upon the owner's request, provide the owner with proof of license.

8.) Pursuant to sections 117 and 374 (2) of the Agriculture and Markets Law, the redemption period shall be:

- a.) Seven (7) days for identified dogs if the dog's owner is notified in person;
- b.) Nine (9) days for identified dogs if the dog's owner is served by certified mail;
- c.) Five (5) days for dogs with no identification;
- d.) Five (5) days for lost, strayed, homeless or unwanted animals.

9.) Upon the Town's written request or Court order, the Clinic shall provide shelter services as set forth in this Agreement for a period greater than the redemption period specified above at the Town's expense.

10.) The Clinic shall provide shelter services to any animal to the extent that the Town is required to hold or shelter such animal pursuant to a valid Court order.

11.) The Town authorizes David A. Wagoner, DVM or his designee(s) to execute the DL-18 form or similar intake form, which shall be provided by the animal control officer. The Clinic shall complete the appropriate sections of the DL-18 form or other similar form.

12.) The Clinic shall file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner described by the Commissioner of Agriculture & Markets as well as any record required by Article 7 and the rules and regulations promulgated pursuant thereto.

13.) The Clinic's records relative to the disposition of any dog seized by the Town shall be available for inspection by the Town during the Clinic's business hours.

14.) The Clinic shall procure and maintain at all times throughout the contract period the insurance required in Schedule "A" attached hereto.

15.) The Clinic agrees to indemnify, defend and hold harmless the Town and its agents, officials and employees against any and all claims, damages, demands, expenses, liabilities, losses, and judgments, including court costs, interest, disbursements and attorney fees, for personal injury, death or property damage arising out of, or as a consequence of, any negligent or intentional act or omission of the Clinic, its employees, agents, contractors or subcontractors.

16.) In accordance with Section 109 of the General Municipal Law, the Clinic shall not assign, transfer, or convey this Agreement with or without the prior written consent of the Town.

17.) It is intended by both the Town and the Clinic that the relationship formed by this Agreement is that of an independent contractor and that any work performed under this contract shall not create an employer/employee relationship between the parties.

18.) Any services rendered will be the responsibility of the animal owner. In instances where the animal owner refuses or is unable to pay, the Town agrees to pay the Clinic for services rendered under this agreement. The following are the fees that shall be charged for animals seized and brought to the Clinic:

Dog boarding fees: small dog (0-25 lbs) \$18.00 per day; medium dog (26-50 lbs)

\$20.00 per day; large dog (51 lbs or more) \$23.50 per day.

Cat boarding fee: \$18.00 per day

Dog euthanasia fee: \$85.75

Dog cremation fee: \$75.00

Cat euthanasia fee: \$74.75

Cat cremation: \$75.00

Veterinary services for injured cats or dogs: fee based on need (fees will not exceed standard Clinic fees)

Cat preparation for rabies test: \$222.50

Dog preparation for rabies test: \$222.50

Miscellaneous fees: Exam (covers initial exam, temperature, weight, record keeping and minor first aid) \$58.50. Any additional medications, diagnostics, imaging and vaccines will be at the Clinic's retail cost.

19.) The above fees as listed in paragraph 18 shall be billed to the animal's owner, if known, prior to an animal being released. Fees associated shall be collected by the Town Clerk and a release shall be issued advising the Clinic fees have been paid in full and the animal(s) can be released. Any unpaid charges shall subsequently be the responsibility of the Town.

20.) The Clinic shall provide the Town with monthly invoices.

21.) With regard to animals seized and impounded pursuant to Agriculture & Markets Law Article 26 Section 353-d, Section 373 or Section 375, the owner of the animal(s) shall be responsible for any fees associated with the animal(s). In instances where an owner of an animal(s) is unable to pay, the Town shall be responsible for the costs associated with the animals.

22.) This Agreement shall become effective as of the date it is executed by both parties and shall continue in effect until December 2025.

23.) Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party at the address set forth in this Agreement. If the Clinic provides notice of termination to the Town, notice shall be addressed to the Town of Rotterdam.

24.) This Agreement, together with its articles, schedules, attachments and any foreseeable amendments attached hereto, shall constitute the entirety of this Agreement between the parties hereto. No modifications of, or additions to, this Agreement shall be binding, unless contained in a written Amendment signed by the duly authorized officers or representatives of each of the parties hereto.

25.) If any term or provision of the Agreement shall be determined invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each term or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

26.) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and the signed counterparts may be transmitted via facsimile or via email.

IN WITNESS THEREOF, the parties hereto have hereunto signed this agreement on the day and year appearing below their respective signatures.

DAVID A WAGONER

Date: _____

BRANDILYN WAGONER

Date: _____

Town of Rotterdam

By: _____

Date: _____

RESOLUTION NO. 404.24

**TO DECLARE ONE POLICE VEHICLE OBSOLETE AND AUTHORIZE THEM TO
BE AUCTIONED**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the following vehicle obsolete and authorizes that it be sold at auction:

2015 Mercedes Benz C300, 131,839 miles (VIN # 55SWF4KB9FU014731)

SECTION 2. This resolution shall become effective October 23, 2024.

DATED: October 23, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 15, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Declare the following vehicle obsolete in order to be put up for auction.

- 2015 Mercedes Benz C300 (VIN # 55SWF4KB9FU014731), mileage 131,839

TOWN BOARD MEETING: October 23, 2024

Background Information: The above vehicle is in need of significant repair. It is cost prohibitive to invest in repairs due to the vehicles age and mileage.

Evaluation/Analysis: N/A

Recommendation(s): Declare Rotterdam Police Department vehicle obsolete in order to be put up for auction at Collar City Auctions, 9423 Western Turnpike Delanson, NY 12053.

Attachment/Document(s): Memorandum prepared by Sgt. Reilly.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD



ROTTERDAM POLICE DEPARTMENT
ADMINISTRATION
MEMORANDUM



To: Deputy Chief Bill Male

From: Sgt. Derek Reilly

Re: Obsolete Vehicle

Date: October 15, 2024

I am requesting the following vehicle be declared obsolete in order to be put up for auction.

2015 Mercedes Benz C300 Vin# 55SWF4KB9FU014731 Mileage 131,839

Due to the level of repair needed for this vehicle to be safely operated due to significant electrical issues, I recommend auctioning said vehicle at the earliest convenience.

Respectfully Submitted,

Sgt. Derek Reilly
Sgt. Derek Reilly

RESOLUTION NO. 405.24

**TO AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A MEMORANDUM
OF AGREEMENT WITH THE CIVIL SERVICE EMPLOYEES' ASSOCIATION
(CSEA)**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and sign a memorandum of agreement between the Town of Rotterdam and CSEA, Local 1000, AFSCME, AFL-CIO for the Town of Rotterdam unit #8504 of Schenectady County Local #886.

SECTION 2. This resolution shall become effective October 23, 2024

DATED: October 23, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 406.24

**TO ACCEPT THE JURACKA PARK MASTER PLAN CREATED BY LANDART
STUDIO NY LANDSCAPE ARCHITECTURE, PLLC**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts the Juracka Park Master Plan, created by LAndArt Studio NY LANDSCAPE ARCHITECTURE, PLLC for the consideration of making improvements to the Juracka Park facility, to be executed in phases over time.

SECTION 2. This resolution shall become effective on October 23, 2024.

DATED: October 23, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 9, 2024

TO: Town Board

FROM: James Keith, Senior Building Inspector

TITLE OF REQUEST: Juracka Park Master Plan

TOWN BOARD MEETING: October 9, 2024

Background Information:

Based upon a meeting with the chairperson of the parks committee, Joe Mastroianni, it was discussed that a Master Plan be developed for Juracka Park that will consider making improvements to the existing facilities including a circulation path, seating and other site amenities, beach volleyball, a dog park, opportunities for community art, missing elements, elements that may need to be upgraded or improved, better entry signage, increased parking, and other improvements that could add programming opportunities and ways for residents to enjoy the park. The intent of the project is to engage residents in the process, create a master plan that can easily be executed in phases over time, and build community excitement about the possible new improvements.

Evaluation/Analysis:

A proposal was submitted to the Town for review and approval by the Town Board.

Recommendation(s):

I recommend that the Town Board approve the Master Plan for Juracka Park.

Attachment/Document(s):

Proposal dated July 2024.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

JURACKA PARK

MASTER PLAN

ROTTERDAM, NY

JULY 2024

LEGEND

1. RELOCATE MAIN ENTRY AND SIGN TO ALIGN WITH CENTER OF PARK
2. IMPROVE SECONDARY WALKWAY FOR EASY PAVILION / PICNIC ACCESS
3. CREATE 8' MULTI-USE CIRCULATION PATH FOR WALKING / CHILDREN RIDING BIKES, ETC.
4. EXISTING PLAYGROUND
5. EXISTING SHELTER
6. ROPE PLAY STRUCTURE TO APPEAL TO OLDER CHILDREN
7. NEW PICNIC SHELTER FOR FAMILY / SMALL EVENT USE
8. CORN HOLE SETUP
9. PICNIC TABLES
10. SWINGING BENCHES
11. MUSICAL PLAY AREA WITH BOULDER SEATING
12. FENCED DOG PARK WITH EXISTING LARGE SHADE TREES AND OBSTACLES ADDED
13. ADD DOG PARK ENTRY GATE, PICNIC TABLES AND BENCHES TO EXISTING PAVED AREA TO SERVE DOG PARK USERS (USE PORTION OF PAVEMENT FOR NEW PATH)
14. FITNESS AREA
15. PAINT SHUFFLEBOARD COURT ON EXISTING PAVEMENT
16. INSTALL FENCE AROUND RECENTLY IMPROVED PICKLEBALL COURT
17. ADD NEW SHADE TREES



LandArt Studio
Mary Moore Wallinger, RLA, ASLA
mmwallinger@landartstudiony.com
518.952.0531



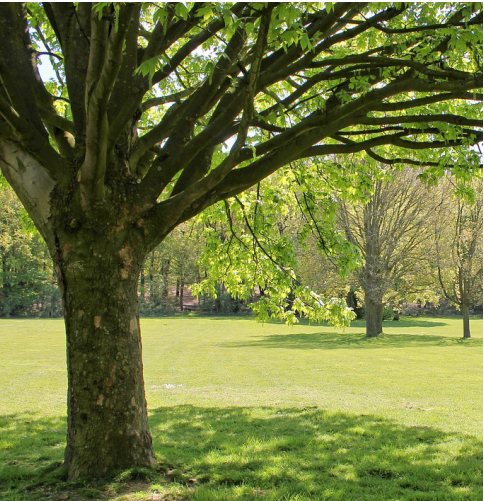
October 23, 2024

JURACKA PARK

MASTER PLAN
ROTTERDAM, NY
JULY 2024



MULTI-USE PATH



SHADE TREES



MUSICAL PLAY



BIKE RACKS



LITTLE FREE
LIBRARY



PICKLEBALL
FENCE



SHUFFLEBOARD



FITNESS AREA



COURT MURAL



5-12 PLAY EQUIPMENT



LARGE PICNIC SHELTER



DOG PARK



SWINGING BENCHES



Juracka Park

CONSIDERATIONS FOR PARK IMPROVEMENTS

JUNE 2024

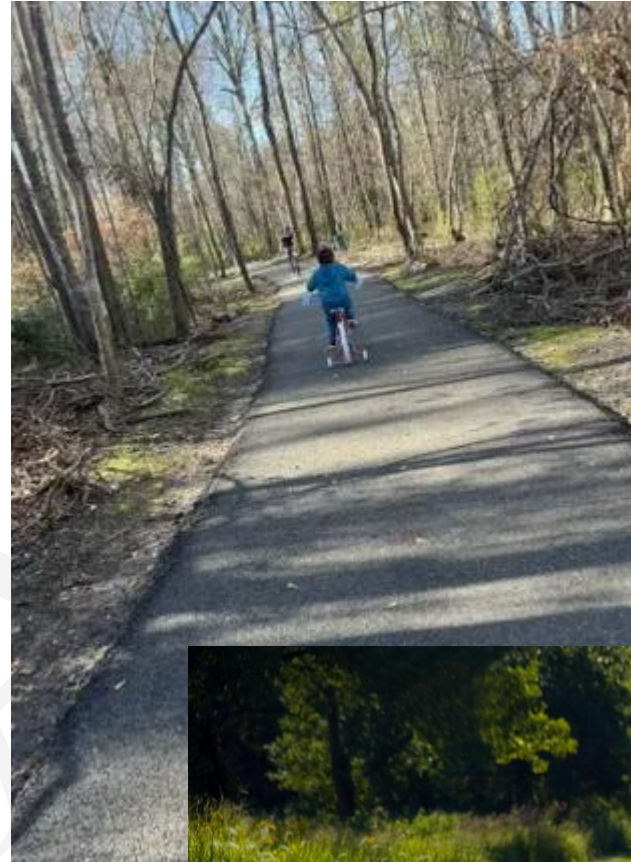


October 23, 2024

CONTENTS

1. Main Entry
2. Circulation
3. Elements
4. Details

Multi-Use Trails



Entry and Circulation



Pickleball



Basketball



Volleyball



Park Shelter



Swinging Benches



Dog Park



Play Equipment



Basis of Design: Jungle Dome
by Kompan
\$70,430



Musical Play



Preliminary opinion of probable cost for
Juracka Park Improvements
 Rotterdam, New York
 Date:07.31.2024



Included in Initial Build

Item	Quantity	Unit	Unit Price	Item Total
Survey Layout	1	LumpSum	\$2,500.00	\$2,500.00
Erosion and Sediment Control	850	LF	\$3.75	\$3,187.50
General Hardscape Elements				
Bituminous Pavement - Walks (11893 SF) (1.5" top course, 3" binder)	330	Tons	\$130.00	\$42,900.00
8" Subbase (Incl. 20% Comp.)	353	CY	\$45.00	\$15,885.00
Unclassified Excavation	484	CY	\$20.00	\$9,680.00
Hauling or Distributing (subtracted amount of topsoil with assumption)	417	CY	\$20.00	\$8,340.00
Play Equipment				
5-12 Play Structure	1	Lump Sum	\$100,000.00	\$100,000.00
Play Surfacing (engineered wood fiber mulch with playground edging)	1	Allowance	\$2,500.00	\$2,500.00
Music Garden				
Musical Play Instruments	1	Allowance	\$21,000.00	\$21,000.00
Limestone Bolder Seat Wall	1	Allowance	\$10,000.00	\$10,000.00
Basketball Half Court Mural				
Cleaning and Striping	1	Lump Sum	\$2,500.00	\$2,500.00
Artist Facilitation	1	Allowance	\$5,000.00	\$5,000.00
Paint Materials	1	Allowance	\$3,500.00	\$3,500.00
Pavilion				
Park Pavilion Structure (approx. 28' x 28')	1	Lump Sum	\$70,000.00	\$70,000.00
6" Concrete Pad with haunched edges	1024	SF	\$20.00	\$20,480.00
6" Subbase (Inc. 20 Compaction)	23	CY	\$55.00	\$1,265.00
Dog Park				
4' Vinyl-coated Chain Link Fence	500	LF	\$50.00	\$25,000.00
4' Vinyl coated chain link gate (5'-0")	2	Each	\$500.00	\$1,000.00
Dog Obstacles	1	Allowance	\$12,000.00	\$12,000.00
Picnic Tables	2	Each	\$1,500.00	\$3,000.00
Benches	4	Each	\$1,500.00	\$6,000.00
CleanUp Stations - sign with bags and trash can	2	Each	\$600.00	\$1,200.00
Supporting Amenities				
Swinging Benches / Baskets	8	Each	\$5,000.00	\$40,000.00
Cornhole Goals	4	Each	\$1,500.00	\$6,000.00
Cornhole Pads	4	Each	\$200.00	\$800.00
Paint Shuffleboard Court	1	Allowance	\$1,500.00	\$1,500.00
Picnic Tables	2	Each	\$1,500.00	\$3,000.00
Benches	3	Each	\$1,500.00	\$4,500.00
Bike racks	1	Each	\$1,000.00	\$1,000.00
Waste Receptacles	2	Each	\$2,000.00	\$4,000.00
Relocate Existing Entry Sign	1	Lump Sum	\$3,000.00	\$3,000.00
Landscaping				
Topsoil	67	CY	\$55.00	\$3,685.00
Fine Grading	600	SY	\$5.00	\$3,000.00
Trees	8	Each	\$800.00	\$6,400.00
Electrical & Plumbing				
Yard Hydrant	1	EACH	\$10,000.00	\$10,000.00
Subtotal:				\$448,135.00
General Conditions (15%)				\$68,073.38
10% Contingency				\$44,813.50
Design Fees (8%)				\$35,850.80
TOTAL				\$596,872.68
GRAND TOTAL				

* Note that the plan does not currently contain lighting or electrical work.

** This estimate assumes that the project would be completed by a general contractor; however, portions of the work could be completed in phases or as stand alone projects and could cost considerably less if purchased and installed by the Town and/or volunteers.

*** It shall be understood that this is a rough estimate of probable construction costs and that the Landscape Architect has no control over availability of labor, equipment or materials, market conditions, or the Contractor's method of pricing. This Opinion of probable construction costs is made on the basis of the Landscape Architect's professional judgement and experience. The Landscape Architect makes no warranty, expressed or implied, regarding the ultimate bids or negotiated cost of the Work.

RESOLUTION NO. 407.24

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LABELLA FOR
PROFESSIONAL ENGINEERING SERVICES ON THE PROPOSED FORMATION OF
SEWER DISTRICT NO.2 EXTENSION NO. 18**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Labella, located at 4 British American Blvd, Latham, NY 12110, for professional engineering services on the proposed formation of Sewer District No.2 Extension No. 18, in an amount not to exceed twenty-one thousand five hundred and 00/100 (\$21,500.00) dollars.

SECTION 2. This resolution shall become effective October 23, 2024.

DATED: October 23, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 18, 2024

TO: Town Board

FROM: Jack Dodson

TITLE OF REQUEST: LaBella Agreement – Proposed Sewer 2 Ext. 18 preliminary engineering report.

TOWN BOARD MEETING: October 23, 2024

Background Information: The subject area has high groundwater levels and failing septic systems.

Evaluation/Analysis: Retain LaBella to perform a preliminary engineering report to evaluate a municipal sewer system to rectify failing septic systems.

Recommendation(s): Retain LaBella to prepare the preliminary engineering report for Sewer 2 Extension 18.

Attachment/Document(s): Agreement dated October 17, 2024

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Professional Services Agreement

Agreement made the _____ day of _____, 2024
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Rotterdam
("Client")

for services related to the following Project:

Preliminary Engineering Report
Sewer District #2, Extension #18
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated **October 17, 2024**, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: A retainer in the amount of **\$0** shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

By: 

Name Joseph M. Lanaro, PE.

Title Vice President

Date: 10/17/2024

Town of Rotterdam

By: _____

Name Mollie Collins

Title Supervisor

Date _____

Exhibit A
LaBella's Proposal

October 17, 2024

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

**RE: Proposal for Professional Services
Preliminary Engineering Report
Sewer District #2, Extension #18
Town of Rotterdam, Schenectady County, New York
LaBella Proposal #P2406296**

Dear Supervisor Collins and Town Board:

This proposal is submitted as requested to prepare a Preliminary Engineering Report (PER) related to the potential formation of Sewer District #2, Extension #18.

It is understood that the Town has received requests to create a sewer district on Floral Avenue.

Considering conditions in the central area, the Preliminary Engineering Evaluation will include Floral Avenue as well as an expanded area bound by Guilderland Avenue, Curry Road and Vista Square up to the railroad tracks.

The figure included defines the contemplated area:



Figure 1: Area of Study



The following scope of services is offered:

SCOPE OF SERVICES

Task 01 – Preliminary Engineering Evaluation:

Scope – LaBella will advance a preliminary engineering analysis of the proposed sewer district extension. The area to be served will consider two principal options, with one option including an extension of service along the length of Floral Avenue, and the second, expanding the area to include Walnut Avenue and Hemlock Street to Lilac Street and Swampscott Street, Revere Street, Nahant Street to Beverly Street and Lynn Street.

It is anticipated that sanitary sewer concepts will be developed and evaluated for extension from the trunk sewer on Curry Road (both 10-inch and 12-inch existing sewers along the area of extension).

A capacity analysis of the trunk sewer is not included at this time. It is noted that the NYSDEC has required a capacity analysis for the last sewer district extension advanced by our office for the Town.

This evaluation will consider operating conditions at the receiving sewer plant, but a capacity analysis of the trunk sewer from Curry Road to the plant would be a recommended supplement assessment if the preliminary engineering analysis advances to final analysis and design.

To support the concepts developed, a limited survey and mapping effort will be advanced to define the area to be serviced. Use of available mapping will also be used to define the area in support of concept level planning and design.

The concepts will be developed to support an opinion of probable cost for both options of service.

A summary of the parcels for both concepts will be developed. This information will be used to define the approximate EDU projections for both options of service.

Task 02 – Preliminary Report:

Scope – LaBella will provide a Preliminary Engineering Report (PER). The PER will describe the proposed areas of service, the concepts developed and evaluated, the opinion of probable cost as well as concept level EDU computations for the two principal options of service.

Supporting documents will be included as appendices to the report.

Reports will be furnished in hard copy as well as digital (PDF).

Task 03 – Project Meetings:

Scope – LaBella will present the PER at the Capital Projects meeting in draft form.

LaBella will provide final reports incorporating any revisions addressing comments received.

LaBella can present findings at a Town Board meeting if requested.



Task 04 – Project Management:

Scope – LaBella will manage the assignment from authorization to completion.

Project status reports will be included in Capital Project Reports throughout the duration of the assignment.

Task RE00 – Reimbursable Expenses

Reimbursable expenses include our direct expenses, such as mileage, overnight mailings, and extensive photocopying and map reproductions. These fees will be tracked under Task RE00.

Substantive Revisions

This Scope of Services was developed based on known conditions of the project as of the date of this proposal. Should conditions change that effect the scope, schedule, or fee so described above, LaBella will prepare a technical service change order for your review and will commence work upon receipt of an executed copy of same.

Fee and Time Schedule Summary

LaBella proposes to complete the above on a time and material basis.

Tasks		Fee Estimates		Proposed Schedules
Task No.	Task Description	Lump Sum Fee Bill	Time and Materials Estimate	Projected Duration ⁽¹⁾
01	Preliminary Engineering Evaluation	\$15,000		4 to 6 Weeks
02	Preliminary Report	\$3,000		1 to 2 Weeks
03	Project Meetings		\$2,000	TBD
04	Project Management		\$500	TBD
	Reimbursable Expenses		\$1,000	N/A
Total Estimated Fee:		\$21,500		

¹ Projected start and end dates are subject to change and are based on date from authorization to proceed. Because certain aspects of the project are outside of LaBella's control (e.g., applicant's availability and related consultant's representatives, review agency schedules, actions, and approvals), LaBella cannot guarantee completion of the project within these proposed schedules.



Professional Services Authorization and Agreement

As formal authorization to proceed please sign, date and return the attached standard Town of Rotterdam agreement.

If you have any comments, questions or require additional information, please do not hesitate to contact this office.

Sincerely,

Joseph M. Lanaro, P.E., M.ASCE
Vice President, Municipal Discipline Leader

Cc: File

Exhibit B

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.