MEETING OF THE
ROTTERDAM TOWN BOARD

January 1, 2025
1:00 PM

Organizational Meeting

Swearing in Proceedings

John R. Mertz - Sworn in by Deputy Supervisor Charles Jack Dodson

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION
PROCLAMATIONS/PRESENTATIONS
PUBLIC HEARING

- For the purpose of receiving comments from the public on the Town of Rotterdam's proposed Agency Plan for a Five (5) Year PHA plan for the Town of Rotterdam Section 8 Housing Choice Voucher Program.

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

1.25 To negotiate and execute an agreement with Romer Wallens Gold and Mineaux as Attorneys for the Town of Rotterdam and as Attorneys for the Town Planning Commission.

2.25 To reappoint Charles Jack Dodson to the position of Deputy Supervisor.

3.25 To reappoint Megan Griffin to the position of Confidential Secretary to the Supervisor.

4.25 To appoint Michael Colarossi to the position of Water and Sewer Maintenance Manager.

5.25 To appoint Tabetha Unser to the position of Accountant.

6.25 To Appoint Kelsey Cappello as Deputy Registrar of Vital Statistics**.**

7.25 To appoint Danielle Ciampino as a member of the Town Planning Commission.

8.25 To appoint Kimberly Ricker Scannell as Chair of the Town Planning Commission.

9.25 To negotiate and execute an agreement with Marlo Urowsky for Secretarial and Transcription Services for the Planning Commission.

10.25 To appoint Bruce Bonacquist as a member of the Zoning Board of Appeals.

11.25 To appoint Philip Eats as Chair of the Zoning Board of Appeals.

12.25 To negotiate and execute an agreement with Lisa Gallo for Secretarial and Transcription Services for the Zoning Board of Appeals.

13.25 To negotiate and execute an agreement with Bartlett, Pontif, Stewart & Rhodes, PC. to act as Attorneys for the Zoning Board of Appeals.

14.25 To negotiate and execute an agreement with Michael Mansion, Esq., as Attorney for the Ethics Board.

15.25 To appoint various members to the Town of Rotterdam Emergency Medical Board.

16.25 To appoint/reappoint members of the Town of Rotterdam Conservation Advisory Council.

17.25 To appoint/reappoint members of the Town of Rotterdam Parks and Recreation Advisory Committee.

18.25 To appoint individuals to various part time positions and duties for the calendar year 2025.

19.25 Adopting Rules of Order for regularly scheduled Town Board meetings.

20.25 Authorizing and approving the Investment Policies and Guidelines for the Town of Rotterdam.

21.25 Authorizing and approving the Purchasing Policy and Procedures for the Town of Rotterdam.

22.25 Appointing the Town Board of Rotterdam as The Official Board of Health for 2025.

23.25 Establishing the Town Board Liaisons Assignments for the calendar year 2025.

24.25 Appointing individuals as members of the Sick Leave Fund Committee.

25.25 Adopting the 2025 Town of Rotterdam Meetings Schedule.

26.25 Adopting the salaries of all elected officials, appointed officials, annually rated permanent employees in the Competitive and Non-Competitive classes of Civil Service employment and directing payment thereof.

27.25 Approving the extension of benefits to qualified elected and full-time appointed positions.

28.25 Approve overtime payments to employees upon written approval of Town Supervisor and/or designees, except in emergency situations.

29.25 Authorizing the Supervisor and/or her designee to approve the attendance of employees at various schools and authorize the payment of expenses thereof.

30.25 Authorizing the Chief of Police and/or his designee to approve the attendance of any member of the police department at various schools, training sessions, conventions, conferences or other meetings requiring said attendance.

31.25 Authorize and direct the Supervisor and/or designee to prepare and file with the Town Clerk the Annual Financial Report within one hundred twenty (120) days of the close of the 2024 fiscal year and direct the Town Clerk to publish the necessary legal notice.

32.25 Establish petty cash funds.

33.25 Establish bank depositories for the Town of Rotterdam.

34.25 Establish reimbursement rate for mileage.

35.25 Designate the Daily Gazette as the official newspaper.

36.25 Authorize the utilization of specific engineering firms to act as Town Designated Engineers for 2025.

37.25 To negotiate and execute an agreement with FCM Engineering, PLLC.

38.25 To negotiate and execute an agreement with Ben Moore Photography/Video.

39.25 To negotiate and execute a renewal agreement with the Boys and Girls Club.

40.25 To negotiate and execute an agreement with The Arts Center and Theatre (Open Stage Media).

41.25 To negotiate and execute an agreement with Scott M. Ronda, LLC, to represent tax litigation matters for the year of 2025.

42.25 To negotiate and execute an agreement with Industrial & Utility Valuation Consultants, Inc.

43.25 To negotiate and execute an agreement with Orrick, Herrington & Sutcliffe LLP Bond Counsel.

44.25 To adopt the Section 8 Housing Choice Voucher Program PHA Plan for 2025 through 2029.

45.25 To negotiate and execute an agreement for participation in the Schenectady County Stop-DWI program for the year 2025.

46.25 To negotiate and execute an agreement with KB Engineering & Architecture P.C. for professional engineering services related to the Wastewater Treatment Plant Sludge Hauling.

47.25 To award bid for Rotterdam Police Department Vehicle Maintenance and Repairs.

48.25 To negotiate and execute an agreement with Fiscal Advisors & Marketing, Inc. for administrative and financial advice services for the Sewer District No. 2 Project.

49.25 To negotiate and execute an agreement with Fiscal Advisors & Marketing, Inc. for administrative and financial advice services for the Water District No. 5 Project.

50.25 To negotiate and execute and agreement with Montgomery County SPCA.

51.25 To negotiate and execute an agreement with Hovak Enterprises, LLC for consulting and technical IT services.

52.25 To appoint various members to the Town of Rotterdam Town Supervisor Position Advisory Committee.

53.25 Accepting Town Board Meeting Minutes.

54.25 To appoint John Mertz to the position of Town Justice.

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

Public Hearing

For the purpose of receiving comments from the public on the Town of Rotterdam's proposed Agency Plan for a Five (5) Year PHA plan for the Town of Rotterdam Section 8 Housing Choice Voucher Program.

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, November 13, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 431.24

CALL FOR A PUBLIC HEARING TO RECEIVE COMMENTS FROM THE PUBLIC ON THE TOWN OF ROTTERDAM PROPOSED FIVE (5) YEAR PHA PLAN FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

WHEREAS, the Town of Rotterdam has operated a Section 8 Housing Choice Voucher Program funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Town of Rotterdam is required by the U.S. Department of Housing and Urban Development to prepare and adopt a written PHA plan that establishes local policies for administration of the Section 8 Housing Choice Voucher Program in accordance with regulations of the U.S. Department of Housing and Urban Development which first requires a public hearing notice at least forty-five days prior to the date of the hearing; NOW

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 Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than forty-five (45) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM NOTICE OF HEARING
TOWN OF ROTTERDAM PROPOSED FIVE (5) YEAR PHA PLAN FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
JANUARY 1, 2025

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 1:00 p.m., on the 1st day of January, 2025, for the purpose of receiving comments from the public on the Town of Rotterdam's proposed Agency Plan for a Five (5) Year PHA plan for the Town of Rotterdam Section 8 Housing Choice Voucher Program.

Copies of the Five (5) Year PHA Plan and all supporting documentation are available for review by the public at either of the following locations:

Office of Town Clerk
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306

JEM Inc.
57 Philia Street
Saratoga Springs, New York 12866

Ph.: 518-355-7575

EQUAL HOUSING OPPORTUNITY

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

DATED: November 13, 2024
Daily Gazette: Please publish once on November 15, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective November 13, 2024.

DATED: February 14, 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 November 13, 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 November 18, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady County, NY

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:	November 6, 2024
TO:	Town Board
FROM:	Alison Grace, Town Comptroller
TITLE OF REQUEST:	Call for a public hearing to receive comments from the public on the Town of Rotterdam proposed five (5) year PHA Plan for the Section 8 Housing Choice Voucher Program.
TOWN BOARD MEETING:	November 13 , 2024
Background Information:	The Town has operated a Section 8 Housing Choice Voucher Program funded by the U.S. Department of Housing and Urban Development for decades.
Evaluation/Analysis:	Town of Rotterdam is required by the U.S. Department of Housing and Urban Development to prepare and adopt a written PHA plan that establishes local policies for administration of the Section 8 Housing Choice Voucher Program in accordance with regulations of the U.S. Department of Housing and Urban Development which first requires a public hearing notice at least forty-five days prior to the date of the hearing.
Recommendation(s):	Call for Public hearing to be held on January 1st, 2025, allowing for the 45-day notification to the public, and then adopt the new 5-year agreement.
Attachment/Document(s):	Agreement for the years 2025-2029
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam
Housing Choice Voucher
Five Year and Annual PHA Plans
2025-2029

NY516

JEM Inc – Central Office
57 Phila Street
Saratoga Springs, NY 12866

5-Year PHA Plan *(for All PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A. PHA Information.

A.1

PHA Name: Town of Rotterdam PHA Code: NY516

PHA Plan for Fiscal Year Beginning: (MM/YYYY): 1/2025
The Five-Year Period of the Plan (i.e. 2019-2023): 2025-2029
PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

JEM Inc Central Office, 57 Phila Street, Saratoga Springs, NY 12866 8:30 – 4pm M-F
or
Town of Rotterdam, Town of Rotterdam; 1100 Sunrise Blvd
or
Electronically via e-mail: section8@jeminc.com

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	Plan Elements. Required for all PHAs completing this form.
B.1	Mission. State the PHA's mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA's jurisdiction for the next five years. • Provide affordable, decent, safe, and sanitary housing to elderly and disabled low-income families, as well as other low-income families, dictated by local needs.
B.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years. • Expand the supply of assisted housing to meet local needs. • Improve the quality of service through better process and information systems. • Promote self-sufficiency and asset development of families and individuals. • Ensure equal opportunity in housing. • Reduce fraud and program abuse.
B.3	Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. Progress in Meeting Goals: • Expand Supply of Assisted Housing: Management has applied as notices of funding of availability have been announced. Management has requested for funding as other sources of HCV funding has become available. • Improve Quality of Assisted Housing: Management has instituted improvements to policy and procedure to increase customer satisfaction. Management has surveyed participants for improvements to the program. • Promote Self Sufficiency and Asset Development of Assisted Households: Management has developed in-house providers for Budget, Credit, Employment and Homeownership coordination. • Management is in compliance with Fair Housing Laws and case-workers hold industry certifications that include fair housing training. • Management employees a full time program-integrity coordinator with the function of reducing fraud and program abuse.
B.4	Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. The intent of the provisions of the Violence Against Women Act to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking (as well as members of victims' immediate families) from losing their HUD assisted housing as a consequence of the abuse of which they were the victim has always been the policy followed in programs administered by JEM, Inc, and will continue to be the policy in the future. In this respect we have recognized the needs addressed in the Act and have always taken steps to address those needs. Both tenants and owners are informed of our policy as the need arises and both are thoroughly advised of their options. In determining if tenants are victims of criminal domestic violence, dating violence, sexual assault, or stalking and in danger of losing their HUD assisted housing as a consequence of such abuse, we accept appropriate documentation from local police reports, social service agency statements, and other reliable corroborative evidence before taking action. Unless eviction is imminent, we place no time limit on tenant's reporting and the development of reliable evidence.

C.	Other Document and/or Certification Requirements.
C.1	Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. • A change in the PHA mission or a strategic goal will be considered a substantial deviation from the five year plan. • Changes in or additions to the PHA mission; strategic goals; strategy for addressing needs; or policies governing eligibility, selection, and admission will be considered a significant amendment or modification to the PHA's five year and annual plan.
C.2	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the 5-Year PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. • Please see attached.
C.3	Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. • Please see attached.
C.4	Required Submission for HUD FO Review. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ (b) If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).
D.1	Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.) Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Not required at this time.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Not required at this time.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Not required at this time.

Streamlined Annual PHA Plan *(Small PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low-income, and extremely low- income families

Applicability. The Form HUD-50075-SM is to be completed annually by **Small PHAs.** PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, HCV-Only PHA, or Qualified PHA do not need to submit this form.

Definitions.

(1) *High-Performer PHA* – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.

(2) *Small PHA* - A PHA that is not designated as PHAS or SEMAP troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.

(3) *Housing Choice Voucher (HCV) Only PHA* - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

(4) *Standard PHA* - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

(5) *Troubled PHA* - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) *Qualified PHA* - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: Town of Rotterdam PHA Code: NY516
PHA Type: ☒ Small
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 1/2025
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units 0 Number of Housing Choice Vouchers (HCVs) 249
Total Combined 249
PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	**Plan Elements Submitted with 5-Year PHA Plans.** Required elements for Small PHAs completing this document in years in which the 5-Year Plan is also due. This section does not need to be completed for years when a Small PHA is not submitting its 5-Year Plan. See sub-section below for required elements in all other years (Years 1-4).
B.1	**Revision of Existing PHA Plan Elements.** (a) Have the following PHA Plan elements been revised by the PHA since its last Five-Year PHA Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) If the PHA answered yes for any element, describe the revisions for each element(s)

B.2 New Activities.

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y	N	
☐	☒	Hope VI or Choice Neighborhoods.
☐	☒	Mixed Finance Modernization or Development.
☐	☒	Demolition and/or Disposition.
☐	☒	Conversion of Public Housing to Tenant Based Assistance.
☐	☒	Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.
☐	☒	Project Based Vouchers.
☐	☒	Units with Approved Vacancies for Modernization.
☐	☒	Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.

Pursuant to Housing Opportunity Through Modernization Act of 2016 (HOTMA), HUD has permitted Housing Agencies discretion in implementing several policy amendments. Resultingly, as these policy amendments are identified below, and a public hearing is required on this plan, no subsequent public hearing will be held upon the implementation of these polices. These policy amendments will be implemented upon the full implementation of HOTMA, which has been delayed until at the earliest July 1, 2025 per Housing Notice PIH 2024-09.

These policy amendments include:

- PHA will accept a family's self-certification of net assets equal to or less than $50,000 at admission and as need at reexamination
- PHA will examine assets at all annual reexaminations to determine if the $100,000 asset limitation has been reached
- PHA will terminate assistance effective six months from the date of the reexamination during which those assets were verified to be greater than $100,000
- PHA will review the specific circumstance for those applicant or participants who own suitable housing to determine if denial or termination is required
- PHA will review and grant Medical Allowance hardships as needed for 90-day period, and extended as warranted
- PHA will review and grant Childcare Allowance hardships as needed for 90-day period, and extended as warranted
- PHA will conduct interim reexaminations for all verified decreases in adjusted income including when a family member moves out of the assisted unit
- PHA will consider not conducting interim Reexamination for reported increases in earned income for a family
- PHA will deny or terminate assistance when and if an applicant or participant revokes an executed consent form (Form HUD-9886)
- PHA will not verify employment and income information during an interim reexamination using EIV
- PHA will use EIV to verify tenant employment and income information at annual reexaminations of family composition and income.
- PHA will use HUD's verification hierarchy when verifying each household's income, assets, deductions, and expenses.
- PHA will access the EIV system and obtain an Income Report for each household during annual recertifications
- PHA will not determine income using safe harbor means

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.

Progress in Meeting Goals:

- Expand Supply of Assisted Housing: Management has applied as notices of funding of availability have been announced. Management has requested for funding as other sources of HCV funding has become available.
- Improve Quality of Assisted Housing: Management has instituted improvements to policy and procedure to increase customer satisfaction. Management has surveyed participants for improvements to the program.
- Promote Self Sufficiency and Asset Development of Assisted Households: Management has developed in-house providers for Budget, Credit, Employment and Homeownership coordination.
- Management is in compliance with Fair Housing Laws and case-workers hold industry certifications that include fair housing training.
- Management employees a full time program-integrity coordinator with the function of reducing fraud and program abuse.

B.4	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. Not applicable for HCV only PHA.
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? No findings of the HCV program.
	Plan Elements Submitted All Other Years (Years 1-4). Required elements for all other fiscal years. This section does not need to be completed in years when a Small PHA is submitting its 5-Year PHA Plan.
B.1	New Activities (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☐ Hope VI or Choice Neighborhoods. ☐ ☐ Mixed Finance Modernization or Development. ☐ ☐ Demolition and/or Disposition. ☐ ☐ Conversion of Public Housing to Tenant-Based Assistance. ☐ ☐ Conversion of Public Housing to Project-Based Assistance under RAD. ☐ ☐ Project Based Vouchers. ☐ ☐ Units with Approved Vacancies for Modernization. ☐ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. (c) If using Project-Based Vouchers, provide the projected number of project-based units, general locations, and describe how project-basing would be consistent with the PHA Plan. (c) The PHA must submit its Deconcentration Policy for Field Office Review. Not applicable for 2025.
B.2	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. Not applicable to the HCV program.
C	**Other Document or Certification Requirements for Annual Plan Submissions.** Required in all submission years.
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. Please see attached.

C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. **Please see attached.**
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-CRT-SM, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*, must be submitted by the PHA as an electronic attachment to the PHA Plan. **Please see attached.**
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (d) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).
D.1	Affirmatively Furthering Fair Housing. Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Not required at this time.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Not required at this time.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Not required at this time.

JEM Inc - Central Office Housing Choice Voucher
2025 Five Year Plan - Resident Advisory Board Narrative

Given that Central Office for Section 8 administers a Housing Choice Voucher program where program participants find housing on the private market, in lieu of having a Residence Advisory Board, a survey is performed. This approach has been in place for many years and is consistent with the regulations.

Fifty randomly selected surveys were e-mailed to active HCV participants. Participants were given one week to return the survey. Six surveys were returned.

Surveys asked participants to agree or disagree with statements that correlate to the mission and goals of the plan. An area for comments was included.

- 100% agreed with the program's mission.
- 100% agree the size of the program should be increased should additional funding become available.
- 100% agree there should be an emphasis on increasing tenant satisfaction and improving management functions.
- 100% agree the program should promote self-sufficiency.
- 100% agree that there should be equal access to assisted housing regardless of race, color, religion, national origin, sex, familial status or disability.
- 100% agree that program participation should be offered first to residents of the community, the elderly and the disabled.
- 100% agree that consideration should be given to allow subsidies to purchase a house.
- 100% agree additional measures should be taken to prevent and reduce fraud.
- 100% agree steps should be taken to allow participants and landlords to complete paperwork online.

The respondents chose not to make any comments.

Based upon both the quantitative and qualitative data gathered from this survey, the respondents strongly and increasingly support the mission and goals of this program.

#end#

RESOLUTION NO. 1.25

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

THEREFORE, UPON MOTION OF Councilmember_____,

seconded by Councilmember_____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Attorneys for the Planning Commission, commencing January 1, 2025 through December 31, 2025, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 3. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

AGREEMENT

Made and entered into as of the 1st day of January, 2025 by and between the TOWN OF ROTTERDAM, by and through its Town Board, with its offices located at 1100 Sunset Boulevard, Rotterdam, New York 12306 (hereinafter referred to as the "Town") and ROEMER WALLENS GOLD & MINEAUX LLP with its principal place of business located at 13 Columbia Circle, Albany, New York 12203 (hereinafter referred to the "Firm").

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

A. **Town Attorney:** General Counsel to the Supervisor, the Town Board, all Town department heads and all Town boards and commissions, excluding the Zoning Board of Appeals; preparation of all resolutions, ordinances and local laws; review and/or preparation of all Town contracts, deeds, and legal documents; prosecution of code violations and appearances in Town Court, including violations filed by the Code Enforcement Officer and the Dog Control Officer; legal defense of the Town in all actions, except (i) those in which the Town is provided legal representation under the terms of any policy or policies of insurance, (ii) any extraordinary litigation ("extraordinary litigation" being defined as unusually complex litigation for which outside counsel is customarily employed, such as class actions, intentional torts, and such other litigation that, in size and scope, was not or could not reasonably have been contemplated by the parties to arise in the normal course of the Town's business), and (iii) those matters covered by the Town's separate agreement with the Firm for labor relations representation; prosecution of violations of the Town Code; and negotiations and representation with respect to the Town's interaction and involvement with Federal and State government entities and inter-municipal issues.

B. **Counsel to the Town Planning Commission:** Attendance at all regular meetings of the Planning Commission, providing procedural and substantive legal advice to those bodies, the Chair and members thereof, on planning, land use, municipal, town and environmental law matters; preparation of such resolutions or other documents as necessary to effectuate the purposes, policies and decisions of the Planning Commission.

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

A. For the basic services set forth above, (inclusive of normal disbursements) Thirteen Thousand Seven Hundred Fifty Dollars ($13,750.00) per month from January 2025 through December 2025.

B. For the basic services set forth in Section 1(B), above, (inclusive of normal disbursements) Two Thousand Five Hundred Dollars ($2,500.00) per month from January 2025 through December 2025.

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

Partners and Senior Associate Attorneys

the hourly rate will be $275.00.

· Associate Attorneys

the hourly rate will be $250.00.

Paralegals

the hourly rate will be $130.00.

The foregoing shall be exclusive of normal disbursements.

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

4. The term of this Agreement shall be from January 1, 2025, through December 31, 2025. Notwithstanding the foregoing, the Town may terminate this Agreement at any time prior to December 31, 2025, upon thirty (30) days written notice from the Town to the Firm.

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

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

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

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

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

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

[Signatures on Following Page]

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

TOWN OF ROTTERDAM

By: _____
Mollie A. Collins, Supervisor

ROEMER WALLENS GOLD & MINEAUX LLP

By: _____
John R. Mineaux, Managing Partner

Attest:

_____
Diane M. Marco, Town Clerk

RESOLUTION NO. 2.25

TO REAPPOINT CHARLES JACK DODSON TO THE POSITION OF DEPUTY SUPERVISOR

WHEREAS, Supervisor Mollie Collins has appointed Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam, pursuant to Section Forty-Two (42) of the Town Law of the State of New York, effective January 1, 2025; and

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby acknowledges the appointment of Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam commencing January 1, 2025 through December 31, 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

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

January 1, 2025

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Charles "Jack" Dodson as the Deputy Supervisor for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29 and 42, effective Wednesday, January 1, 2025.

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

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

Mollie A. Collins

Mollie A. Collins
Town Supervisor

cc: D. Marco, Town Clerk
A. Grace, Comptroller

RESOLUTION NO. 3.25

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

WHEREAS, Supervisor Mollie Collins has appointed Megan Griffin to the position of Confidential Secretary of the Town of Rotterdam, pursuant to New York State Town Law, Section 29, Subpart 15, effective January 1, 2025; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Megan Griffin, of Rotterdam, New York, as the Confidential Secretary to the Supervisor, full time, with full employee benefits, commencing January 1, 2025 through December 31, 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

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

January 1, 2025

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Megan Griffin as my Confidential Secretary for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29, Subpart effective Wednesday, January 1, 2025

Mollie A. Collins
Mollie A. Collins
Town Supervisor

cc: D. Marco
A. Grace

RESOLUTION NO. 4.25

TO APPOINT MICHAEL COLAROSSI TO THE POSITION OF WATER AND SEWER MAINTENANCE MANAGER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Michael Colarossi of Rotterdam, New York is hereby appointed to the position of Water and Sewer Maintenance Manager, provisionally, full-time, with full CSEA employee benefits and subject to pre-employment background checks, at an annual salary of eighty-three thousand three hundred and seventeen and 50/100 ($83,317.50) commencing January 1, 2025.

SECTION 2. This resolution shall be effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 23, 2024

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Appoint Mr. Michael Colarossi to the position of Water and Sewer Maintenance Manager

TOWN BOARD MEETING: January 1, 2025

Background Information: Mr. Colarossi has been an employee of the Water/Sewer Maintenance Department since 2017. He currently holds a D Water Distribution License. Mr. Colarossi holds a Class B CDL with a tanker endorsement. Mr. Colarossi has experience in assembling, connecting and constructing pipe systems for storm or sanitation sewers, drains and water mains. He has experience working with commercial HVAC systems including oil, natural gas and steam systems. He has experience with calibrating and maintaining controls and chemical feed systems at the well house.

Evaluation/Analysis: Mr. Colarossi has the experience and knowledge needed to hold this position and improve our efficiency in the department.

Recommendation(s): Recommend to appoint Mr. Michael Colarossi to the position of Water and Sewer Maintenance Manager.

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Water & Sewer Maintenance Manager _____ _____
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
DEC 06 2024
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

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

2. Name and Legal Residence

Colarossi Michael J
Last Name First Name Middle Initial

[redacted]
Street Address or Road R.D. # or P.O. Box #

Schenectady Rotterdam NY 12306
County City, Town, Village State Zip

Home Phone Number _____ Cell Phone: [redacted]

Email Address: [redacted]

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

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

5.Citizenship

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

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

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

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

Religious ☐ **Military** ☐ **Disability** ☐

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

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

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	Tanker
Class of License:	B
Is this License Currently Valid	**YES** ■ **NO** ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

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

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

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

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

REMARKS:_____

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

Name of Trade or Profession:	Certified Water Operator		Specialty:	Water	
License Number:	NY0041967				
Granted by (Licensing Agency):	New York State		City/State	NY	
Date License First Issued:	6/30/21	Registered From:	6/30/21	Registered To:	6/30/25

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☒	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Mohonasen	
Equivalency Diploma Number:		

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received

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

Length of Employment	Firm Name:	Town of Rotterdam
From: [redacted] / Month/Year (mm/yyyy)	Firm Address:	1100 Sunrise
To: [redacted] / Month/Year (mm/yyyy)	**Description of Duties:**	Supervise work crew, Repair water mains, sewer mains, hydrants, etc., Digsafe NY locations, Use Correlator and ground mic to find leaks. Monitors SCADA for potential sewer problems. Maintains pump stations. Responds to all call-outs, sewer plugs.
Employment Details		
Your Exact Title: Senior W&S Maintenance		
Name of Your Supervisor: James Keith		
Supervisor's Title: CEO		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: Still employed		

Length of Employment	Firm Name:	Town of Princetown
From: [redacted] Month/Year (mm/yyyy)	Firm Address:	165 Princetown Plaza
To: [redacted] Month/Year (mm/yyyy)	**Description of Duties:**	Operates and maintains pumps valves, and booster stations. Digging of water mains and meter reading. Calibrates and maintains controls and chemical feed systems at Well house and pump stations to maintain appropriate water, pressure, flow and chemical levels.
Employment Details		
Your Exact Title: Water Operator		
Name of Your Supervisor: Rick Rorick		
Supervisor's Title: Commissioner		
Hours worked / wk. (exclusive of overtime): 10-20		
Reason for Leaving: Still employed, part time		

Length of Employment	Firm Name:	William M Larned & Sons Inc
From [redacted]	Firm Address:	544 Burdeck St
To: [redacted] Month/Year (mm/yyyy)	Description of Duties:	Responsible for assembling, connecting, and constructing pipe systems for storm or sanitation sewers, drains, and water mains. Ensures ground is prepped and trenches dug out for pipes. Aligns pipes and seals joints together with cement or glue.Grades and levels base of trench, using tamping machine.
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title: Laborer		
Name of Your Supervisor: Josh Plue		
Supervisor's Title: Foreman		
Hours worked / wk. (exclusive of overtime): as needed		
Reason for Leaving: Still employed, part time		

Length of Employment	Firm Name:	Dave Connell
From [redacted]	Firm Address:	12 Newell rd
To: [redacted] Month/Year (mm/yyyy)	Description of Duties:	Work on commercial HVAC systems including oil, natural gas, and steam systems.Installed new commercial HVAC units including rooftop units, air handlers, complete ventilation, and exhaust systems.
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title: HVAC Technician		
Name of Your Supervisor: Dave Connell		
Supervisor's Title: Owner		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: better opportunities		

THIS AFFIRMATION MUST BE COMPLETED

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

Signature of Applicant	Micahel J. Colarossi Print Name	12/6/2024 Date

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

WATER AND SEWER MAINTENANCE MANAGER

DISTINGUISHING FEATURES OF THE CLASS: This position exists in a Town and involves responsibility for the proper maintenance of operations in both water distribution and sewer systems. The work is performed under the direction of a higher-level supervisor. Direct supervision is exercised over the work of Water and Sewer Maintenance Supervisor. Indirect supervision is exercised over a variety of subordinate employees. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

- Manages the daily operation and maintenance of the Town's water distribution and sewer collection systems;
- Develops functional goals and activities required to meet overall business objectives;
- Proactively manages safety and environmental issues and ensures compliance with Federal and State standards;
- Ensures that issues are identified and addressed and elevated if necessary in a timely manner;
- Manages emergencies in an effective manner;
- Manages the inspection, preventative maintenance and repairs of water mains, hydrants, transmission valves, water storage tanks and water tank control equipment including altitude valves and tele-metering equipment and storm drainage systems;
- Manages the inspection, cleaning and maintenance of municipal sanitary sewer system, sewer stations and storm drainage systems;
- Manages the installation of water mains, hydrants, valves and service taps and inspects water system installation made by contractors;
- Manages the installation of sewer laterals and inspects all laterals or extensions installed by contractors;
- Manages the supply inventory, storage and equipment in a state of readiness for both water and sewer systems;
- Manages the repair and maintain steam/hot water heating systems and plumbing facilities in Town buildings;
- Operates all mechanical maintenance equipment;
- Performs a variety of related duties as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of the principles, practices, tools and equipment used in the maintenance, installation and repair of sewer and water distribution systems; Ability to read blueprints and make rough sketches; Communication, presentation and interpersonal skills in order to interface and with and motivate all levels of personnel; Ability to lay out and supervise work of others; Ability to prepare accurate, effective, complete and easily understood written communications and reports; Ability to understand and carry out moderately complex oral and written instructions; Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Graduation from high school or possession of a high school equivalency diploma and six (6) years of experience in the maintenance and repair of water distribution and sewer system equipment.

SPECIAL REQUIREMENTS:
Must possess a Class B Driver's License
Must possess a Class D Water Distribution License

Adopted
CSC 11/19/24

JC: COMPETITIVE

RESOLUTION NO. 5.25

TO APPOINT TABETHA UNSER TO THE POSITION OF ACCOUNTANT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Tabetha Unser of Rotterdam, New York is hereby appointed to the position of Accountant, provisionally, full-time, with full CSEA employee benefits and subject to pre-employment background checks, at an annual salary of seventy-five thousand and 00/100 ($75,000.00) dollars commencing January 13, 2025.

SECTION 2. This resolution shall be effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 23, 2024

TO: Town Board

FROM: Alison Grace, Comptroller

TITLE OF REQUEST: Appoint Ms. Tabetha Unser to the position of Accountant

TOWN BOARD MEETING: January 1, 2025

Background Information: Ms. Unser has worked as an accountant and financial contract specialist for previous employers. She has extensive experience in preparing financial reports, depreciation schedules, budget preparation, account and bank reconciliations and many other financial skills.

Evaluation/Analysis: Ms. Unser would be a valuable asset to the Comptroller's Office and would provide the necessary functions currently needed.

Recommendation(s): Recommend to appoint Ms. Unser to the position of Accountant

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
NOV 26 2024
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

1. Accountant _____ _____
POSITION TITLE EXAM NUMBER

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

2. Name and Legal Residence

Unser Tabetha
Last Name First Name Middle Initial

[redacted]
Street Address or Road R.D. # or P.O. Box #

Schenectady NY 12303
County City, Town, Village State Zip

Home Phone Number [redacted] Cell Phone: [redacted]

Email Address: [redacted]

If mailing address is different:

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

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

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

5.Citizenship

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

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

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

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

Religious ☐ **Military** ☐ **Disability** ☐

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

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

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

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

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

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

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

REMARKS:_____

_____

_____

_____

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

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☒	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Monticello High School	
Equivalency Diploma Number:		

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received
Sullivan County Community College	63	AAS	Business Adminstration	X		[redacted]
SUNY Polytechnic Institute	76	BS	Accounting	X		

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

Length of Employment	Firm Name:	Contracted by GE Vernova
From: [redacted] / Month/Year (mm/yyyy)	Firm Address:	1 River Road Schenectady, NY 12345
To: / Month/Year (mm/yyyy)	**Description of Duties:**	Collaborate with commercial team and project for new contract set up and change orders with in ERP Manages and maintains the invoicing and required contract documents related to invoicing including lien waivers Tracks the deliveries of wind turbine components to site or storage facility to ensure accrue revenue recognition and liquidation with in the ERP and spreadsheet Works with the Logistic team, Project management and Project finance team to ensure all invoicing and revenue occur happens in timely manor Tracks and records all Turbine completion certificates and Final completion certificates Maintains the digital contract folders with all necessary back up for audit Collects and digitalize the sales and use tax exemption for customer who are exempt and ensure that sales and use tax are invoice in timely manor Analyzes the deferred account and ensure all transfers to service business occurs in the timely and accurate manor Provides support to the ERP team when performing system upgrades or legal entity changes Collects and provides documentation for internal and external audit request to ensure SOX compliance Responsible for New Unit and Repower Wind Invoicing and Revenue recognition for North America and Canada Responsible for Operations and Maintenance and Full-Service agreement invoicing and Revenue. Including annual CPI adjustments calculation. Responsible for Quote based Invoicing and Revenue for one off services. Various other special projects Financial Contract Specialist Team Lead - Sept. 2016 - May 2023 (Contractor Change at this time) Complied quarterly billing and revenue statistics Managed a team of 10 employees in various role Ensured all employees were trained in their roles and crossed trained in others roles Function as primary liaison between the client and contract company Assist with the staffing the team as necessary (including interviewing candidates and making recommendation for hiring or promotions with the team. Also managing performance improvement plans) Reviewed and arranged work schedules to ensure client coverage; assign projects as need
Employment Details		
Your Exact Title: Financial contract specialist		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: Contracted possition, switched contractor, changes with the new agency. Role changed		

Length of Employment	Firm Name:	St. Mary's Hopspital
From: [redacted] Month/Year (mm/yyyy)	Firm Address:	Division Street Amsterdam, NY
To: Month/Year (mm/yyyy)	**Description of Duties:**	Prepared monthly financial reports Updated and created Meditech reports Administrator of and performed monthly maintenance of Hyperion database Auditing of inventory Fixed assets and depreciation schedules Budget preparation and analysis Cost report preparation Account and bank reconciliations Corporation taxes Developed procedures for fixed assets reconciliation and cash receipts Utilized specialized tax tools and software applications including Meditek, Hyperion
Employment Details		
Your Exact Title: Senior Accountant		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving		

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

Length of Employment	Firm Name:	Key Equipment Finance
From [redacted]	Firm Address:	North Pearl Street Albany
To: [redacted] th/Year (mm/yyyy)	**Description of Duties:**	Preparation of sales and use tax returns for multiple states and companies Updated and maintained CORPSales, daily Researched and answered sales and use tax related, customer service inquires Reviewed and authorized upfront lease transactions and exemptions Corresponded with state offices on sales tax related issues Utilized specialized tax tools and software applications including Leasepak, CORPSales, Vertex, CCH Internet Research Developed a database to record all refund requests Prepared procedures for state specific tax returns Trained employees on sales tax procedures Prepared reconciliation of refund accounts Developed procedures for sales tax refund requests
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime) 40		
Reason for Leaving Found the job at hospital when looking for role for family member to move to the area that was closer to where i was living		

Length of Employment	Firm Name:	
From:	Firm Address:	
To: Month/Year (mm/yyyy)	**Description of Duties:**	
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

THIS AFFIRMATION MUST BE COMPLETED

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

Signature of Applicant _____ Print Name _____ Date _____

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

ACCOUNTANT

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for independently maintaining a system of accounts in proper balance according to a legally prescribed system of accounts and for furnishing dependable financial statements and reports. The work may also involve the analysis and revision of accounting forms practices and procedures. The work is performed under general supervision with considerable leeway allowed for the exercise of independent judgment in accounting matters. Supervision may be exercised over the work of clerical assistants. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

- Maintains general ledger control accounts which include capital improvement and operating accounts;
- Supervises subordinates maintaining subsidiary records;
- Prepares trial balances of general ledger accounts;
- Prepares journal entries;
- Advises supervisors regarding appropriate balances and fund transfers, trial balances, and reconciliation of bank statements and accounts;
- Keeps informed of economic trends and advises responsible officials regarding financial planning and investments;
- Prepares a variety of tax, financial and statistical reports and analyses to comply with State and Federal requirements and to provide pertinent information for decision making;
- Develops and implements new accounting procedures and systems in order to provide a clear audit trail of financial transactions;
- Prepares with assistance and advice, development and operating budgets;
- Reviews and audits accounts payable, purchase orders, payroll and other accounting records and transactions;
- Prepares accounts for year-end closing;
- Performs accounting work related to federal, state or agency grant funding including maintaining records, claiming and fiscal portion of applications;
- Prepares comparative and analytical statements of operations;
- Assists in the installation of accounting forms and records in accordance with a prescribed system of accounts;
- Develops and maintains data processing programs in relation to accounting functions;
- Performs a wide variety of related duties as required.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of general and governmental accounting principles and practices; good knowledge of financial administration including budgeting and reporting; working knowledge of office terminology, practices, and procedures; working knowledge of trends and current developments in the field of accounting; working

knowledge of computerized application of accounting systems, both mainframe and

personal computers; ability to develop and maintain accounting systems including developing and maintaining complex financial spreadsheets; ability to plan and analyze complex financial and statistical records, reports, and statements; ability to prepare and present complex oral and written reports clearly and concisely; ability to supervise the
work of others; ability to operate a personal computer and Local Area Network; ability to perform detailed work involving visual effort and strain.

MINIMUM QUALIFICATIONS:

(A) Graduation from a regionally accredited or New York State Registered college or university with a Master's Degree in Accounting; OR

(B) Graduation from a regionally accredited or New York State Registered four year college or university with a Bachelor's Degree in Accounting and one year of experience in accounting, auditing, municipal budgeting, financial grant management which shall have included tracking program expenses, claims preparation and accounts; OR

(C) An equivalent combination of training and experience as defined by the limits of (A) and (B) above.

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

Revised
CSC 10/12/93
Revised for the ADA, 1991
Revised
CSC 12/9/97
CSC 02/15/05
CSC 03/20/07
CSC 06/21/16

JC: Competitive F/T, Non-Competitive P/T-ALL

RESOLUTION NO. 6.25

TO APPOINT KELSEY CAPPELLO AS DEPUTY REGISTRAR OF VITAL STATISTICS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Kelsey Cappello of Rotterdam, New York is hereby appointed to the position of Deputy Registrar of Vital Statistics, with no additional compensation, commencing January 1, 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 18, 2024
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST**:** To appoint Kelsey Cappello Deputy Registrar of Vital Statistics.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 1, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: January 1, 2025

Background Information: Attached. To approve Kelsey Cappello as Deputy Registrar of Vital Statistics.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of January 1, 2025.

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

Registration Unit
Vital Records Section - P. O. Box 2602, Albany, NY 12220-2602

Notification of Appointment of Registrar of Vital Statistics

IMPORTANT: This notice and oath shall be executed in triplicate immediately after appointment of the registrar and deputy registrar. File original copy with the New York State Department of Health, file one copy with your County Clerk and retain one copy for your records.

	Current Appointee	New Appointee (If reappointment, enter correction only)
COUNTY & DISTRICT NUMBER	4654	
REGISTRAR Name	Diane M. MARCO	
Town/City/Village	town of Rotterdam	
Street Address	1100 Sunrise Blvd	
City and State	Schenectady, NY	
Zip Code	12306	
Telephone Number (include area code & ext.)	(518) 355-7575 Ext. 352	( ) Ext.
E-Mail Address	DMarco@RotterdamNY.org	
[X] Reappointment [ ] New Appointment	FAX ( )	
If New Appointment, is this: [ ] Election [ ] Resignation [ ] Other	Salaried: [X] Yes [ ] No	
Effective Date of Appointment (give month and year)	1/1/2022	
If City/Town/Village Clerk [X] Yes [ ] No	Specify Locality: Town Clerk Rotterdam	
Length of Term (give number of years)	4	
Date Term Expires (give month and year)	December 31, 2025	

1100 Sunrise Blvd Rotterdam NY 12306
Signature of Appointing Officer — Business Address — Telephone

355-7575 ext 352
Title of Appointing Officer: Supervisor — Date: 1/1/2025

DEPUTY REGISTRAR Name	Kelsey CAPELLO	
Street Address	1100 Sunrise Blvd	
City, State and Zip Code	Schenectady NY 12306	
Telephone Number (include area code & ext.)	(518) 355-7575 Ext. 354	( ) Ext.

REGISTRAR'S AFFIDAVIT

STATE OF NEW YORK)
COUNTY OF) ss:

I do solemnly swear (affirm) that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of Registrar of Vital Statistics, according to the best of my abilities.

I am not engaged in the business of funeral directing, embalming or undertaking.

Signed: _____
Registrar of Vital Statistics — Home Address — Telephone

Subscribed and sworn to (affirmed) before me this _____ day of _____ _____ Notary Public _____

DEPUTY REGISTRAR'S AFFIDAVIT

STATE OF NEW YORK)
COUNTY OF) ss:

I do solemnly swear (affirm) that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of Deputy Registrar of Vital Statistics, according to the best of my abilities.

I am not engaged in the business of funeral directing, embalming or undertaking.

Signed: _____
Deputy Registrar of Vital Statistics — Home Address — Telephone

Subscribed and sworn to (affirmed) before me this _____ day of _____ _____ Notary Public _____

RESOLUTION NO. 7.25

TO APPOINT DANIELLE CIAMPINO AS A MEMBER OF THE TOWN PLANNING COMMISSION

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Danielle Ciampino of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2025 through December 31, 2031.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Megan Griffin

From: [redacted]
Sent: Friday, November 22, 2024 10:41 AM
To: Supervisor Email
Subject: Planning Commission

Supervisor Collins and Members of the Rotterdam Town Board,

Thank you for your dedication to our town; it is genuinely appreciated.

I am writing to formally express my strong interest in the open position on the Town's Planning Commission.

As a lifelong resident of Rotterdam, spanning four decades, I am deeply invested in the town's progress and prosperity. My aspiration is to contribute to Rotterdam's economic growth through well-informed and strategic decision-making.

I consistently monitor and analyze town proposals, ensuring that I am well-versed in their potential local impact. Furthermore, I have actively engaged in providing feedback, proposing solutions, and seeking compromises whenever possible.

I believe that my experience as a member of the Mohonasen Board of Education, coupled with my role as a young mother, would bring a valuable and unique perspective to the planning process. I am eager to participate in local government and contribute to the betterment of our town.

Thank you for your consideration,

Danielle Ciampino

Sent from my Verizon, Samsung Galaxy smartphone

RESOLUTION NO. 8.25

TO APPOINT KIMBERLY SCANNELL AS CHAIR OF THE TOWN PLANNING COMMISSION

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Kimberly Scannell of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2025 through December 31, 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Kimberly Ricker Scannell
[redacted]
Rotterdam, New York 12306

December 6, 2024

Sent via e-mail
Mollie A. Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Dear Supervisor Collins:

I am writing to express my interest in continuing to serve as the Chairman of the Town of Rotterdam Planning Commission and ask that the Town Board re-appoint me to this position for 2025.

Good things are happening in Rotterdam! The Planning Commission has had a very busy year and has enthusiastically reviewed development proposals, evaluated land use and development issues for both the short-term and the long-term, and provided the Town Board with Reports and Recommendations when requested to do so. We have used our Comprehensive Plan and newly adopted Complete Streets Plan thoughtfully. I have enjoyed working with our residents and with developers, as we balance the public good with private rights and interests.

It has been my absolute pleasure and great honor to serve as the Chairman of the Planning Commission and I look forward to continuing in this roll. Thank you for your consideration.

Very Truly Yours,
Kimberly R Scannell
Kimberly R. Scannell

Cc: Jack Dodson, ***via e-mail***
Joseph Masroianni, ***via e-mail***
Teri Gallucci, ***via e-mail***
Ronald Schlag, ***via e-mail***
Peter Comenzo, ***via e-mail***

RESOLUTION NO. 9.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH MARLO UROWSKY FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE PLANNING COMMISSION

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Marlo Urowsky of Clifton Park, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as needed basis for the Town of Rotterdam Zoning Board of Appeals, for a one (1) year term commencing January 1, 2025 through December 31, 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Contract for Secretarial and Transcription Services

This agreement is made this _____ of _____, 2025, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York 12306 (hereinafter referred to as the "Town") and **Marlo Urowsky**, residing at [redacted] (hereinafter referred to as "Ms. Urowsky") for the purpose of retaining secretarial and transcription services for the Town Planning Commission and, on an as needed basis, for the Town Zoning Board of Appeals in accordance with Resolution No.342.20 adopted by the Rotterdam Town Board on December 9, 2020.

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

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

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

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

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

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

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

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

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

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

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

This agreement shall have a term of one (1) year, commencing January 1, 2025 and terminating on December 31, 2025. Ms. Urowsky may terminate this agreement upon a thirty (30) day notice to the Town.

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

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

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

_____ _____

Marlo Urowsky
Contractor

Dated:

Mollie A. Collins, Supervisor
Town of Rotterdam

Dated:

RESOLUTION NO. 10.25

TO APPOINT BRUCE BONACQUIST AS A MEMBER OF THE ZONING BOARD OF APPEALS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember_____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Bruce Bonacquist of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Zoning Board of Appeals for a five (5) year term, commencing January 1, 2025 through December 31, 2029.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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

Dear Supervisor Collins

Please accept my request for reappointment to the Zoning Board of Appeals, effective January 1, 2025. I have served multiple terms, and believe I have made a contribution to the Town through our ZBA decisions.

Please feel free to contact me at [redacted] if you have any questions.

Thanks to you and the Board for your consideration.

Sincerely yours,



Bruce Bonacquist

Cc: Jack Dodson
Teri Gallucci
Joseph Mastroianni
Ron Schlag

RESOLUTION NO. 11.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember_____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Philip Eats of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Zoning Board of Appeals for a one (1) year term, commencing January 1, 2025 through December 31, 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Philip Eats
[redacted]
Rotterdam, NY 12306

November 20, 2024

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

Dear Mrs. Collins:

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

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

Sincerely,

Philip Eats

CC: Town Board Members

RESOLUTION NO. 12.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Lisa Gallo of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Zoning Board of appeals, and on an as needed basis for the Town of Rotterdam Planning Commission, for a one (1) year term commencing January 1, 2025 through December 31, 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Contract for Secretarial and Transcription Services

This agreement is made this _____ of _____, 2025, between the **Town of Rotterdam**, a municipal corporation, with principal offices at 1100 Sunrise Blvd., Rotterdam, New York, 12306, (hereinafter referred to as the "Town") and **Lisa Gallo**, residing at 1483 Fern Ave., Rotterdam, New York 12306 (hereinafter referred to as "Ms. Gallo") for the purpose of retaining secretarial and transcription services for the Town Zoning Board of Appeals and, on an as needed basis, for the Town Planning Commission in accordance with Resolution No.343.20 adopted by the Rotterdam Town Board on December 9, 2020).

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

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

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

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

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

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

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

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

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

This agreement shall have a term of one (1) year, commencing January 1, 2025 and terminating on December 31, 2025. Ms. Gallo may terminate this agreement upon a thirty (30) day notice to the Town.

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

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

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

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

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

_____ _____

Lisa Gallo Contractor **Mollie A. Collins, Supervisor**

Dated: Dated:

RESOLUTION NO. 13.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTLETT, PONTIF, STEWART & RHODES, PC. TO ACT AS ATTORNEYS FOR THE ZONING BOARD OF APPEALS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with, Bartlett, Pontif, Stewart & Rhodes, PC., located at P.O. Box 2168, 1 Washington Street, Glenns Falls, New York 12801 to act as Attorneys for the Zoning Board of Appeals for a term commencing January 1, 2025 through December 31, 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

AGREEMENT FOR
LEGAL SERVICES

This Agreement made in duplicate originals the _____ day of January, 2025, between the **Town of ROTTERDAM**, a municipal corporation with its office at 1100 Sunrise Boulevard, Town of Rotterdam, County of Schenectady and State of New York (hereinafter "the Town") and **Bartlett, Pontiff, Stewart & Rhodes, P.C.**, with its office at One Washington Street, Post Office Box 2168, Glens Falls, NY 12801-2168 (hereinafter "the Firm").

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

ARTICLE 2. TERM OF AGREEMENT. The term of this Agreement shall be from January 1, 2025, through December 31, 2025.

ARTICLE 3. SERVICES TO BE PROVIDED BY FIRM.

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

ARTICLE 4. FEES.

(a) The Town agrees to pay the Firm and the Firm agrees to receive as compensation from the Town for legal services rendered in connection with all day-to-day zoning inquires and research questions which arise in the course of normal activities for the Zoning Board of Appeals as well as, attendance at all regular and special Zoning Board of Appeals meetings and other legal services of a general nature as may be directed by the Town for a fee of $1,750.00 per month in 2025.

(b) If the Town seeks the Firm's representation in special matters there will be an additional fee. The Town agrees to pay to the Firm and the Firm agrees to receive as compensation from the Town for legal services rendered in connection with special matters, which include but are not limited to, prosecution of enforcement matters, assistance with planning matters, labor negotiations, grievances and arbitration, litigation, drafting and promulgation of major or significant local laws and ordinances, creation of special districts and extensions, intermunicipal contracts and associated negotiations an hourly rate of $250.00 per hour for attorney's time, $120.00 per hour for paralegal time in 2024.

(c) If municipal bonding work is required for municipal finance issues (bond counsel), our fee would be calculated as follows: For notes, $2,000, plus $1.00 per thousand dollars of the issue; and for bonds (excluding refunding bonds),

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

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

(a) Postage. The exact amount of postage incurred including overnight delivery charges.
(b) Travel expenses. The Town shall pay the actual mileage of the Firm at a rate of $.67 per mile.
(c) The Town shall pay or reimburse the Firm for the actual expense of all court filing fees, witness fees and stenographer fees.

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

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

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

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

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

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

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

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

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

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

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

TOWN OF ROTTERDAM

Date:_____ By:_____
Mollie Collins , Supervisor

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

Date :_____ By:_____
Stefanie DiLallo Bitter, Esq.

789440

RESOLUTION NO. 14.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Michael Mansion, Esq., as attorney for the Town of Rotterdam Ethics Board for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Law Office:
Michael P. Mansion, Esq.

951 Albany Shaker Road, Latham, New York 12110
Tel: (518) 464-1077 • Fax: (518) 464-0280
mansion99@aol.com

December 13, 2024

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

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

Dear Supervisor Collins:

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

Specifically, you have requested, and I have agreed, to accept the appointment as Counsel to the Town of Rotterdam's Board of Ethic for a one (1) year period commencing on January 1, 2025 through December 31, 2025. The scope of the legal services that I shall render to the Board of Ethics and the Town of Rotterdam are set forth in the Rotterdam Town Code §31-18(B).

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

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

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

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

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

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

If the Town of Rotterdam wishes to retain my services for any additional matters, they shall be negotiated when, and if, appropriate. Any additional legal matters are not within the scope of this Retainer Agreement.

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

Agreed and accepted this ____ day of January 2025.



Michael P. Mansion, Esq.

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

RESOLUTION NO. 15.25

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints and/or reappoints the following individuals to the Town of Rotterdam Emergency Medical Board, who shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2025:
Councilmember, Joseph Mastroianni – Chair
Councilmember, Charles J. Dodson
Deputy Chief William Male – Secretary
Detective Paul Chevalier
Dean Romano (EMS)
Keith Collins(EMS)
_____(Fire)
_____(Fire)
Joseph Heinbach Jr.
Ericka Montagino

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

To whom it may concern-

I am writing to express my interest in remaining on the Emergency Services Medical Board for the 2025 year as a resident at large. Thank you for your consideration.

Best,

Joseph Heinbach
[redacted]

November 19th, 2024

Dear Supervisor Collins and Members of the Rotterdam Town Board,

Thank you for all of your hard work and commitment to our Town.

I am very appreciative of your tireless efforts to make our Town a better place, and it does not go unnoticed.

I was able to serve as an appointed member of the Rotterdam Emergency Medical Board this past year for 2024. I am a firm believer in giving back to our community, no matter what capacity. I enjoy collaboration and working together for better outcomes. For this reason, I would like to be considered for reappointment for the year 2025.

Thank you again for all that you do.

Respectfully,

Ericka Montagino

Ericka Montagino

RESOLUTION NO. 16.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Conservation Advisory Council for a two (2) year term commencing on January 1, 2025 through December 31, 2026:

James Schaefer
Scott Quinn
Bruce Bonacquist

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Megan Griffin

From: [redacted]
Sent: Thursday, November 21, 2024 8:45 AM
To: Mollie Collins
Subject: Renewal

Mollie
I understand that my term on the Rotterdam Conservation Advisory Council needs to be renewed. Please let this email serve as an agreement to have my appointment renewed if the Board approves.

--
Cheers,

Jim Schaefer

James M Schaefer, Ph.D.
[redacted]

Megan Griffin

From: [redacted]
Sent: Tuesday, December 3, 2024 7:22 PM
To: Megan Griffin
Subject: Rotterdam CAC

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

Dear Supervisor Collins:

By way of this eLetter, I request reappointment to the Rotterdam Conservation Advisory Committee for the term beginning January 1, 2025 through December 31, 2026.

Thank you for your consideration of this request.

Sincerely yours,

Scott Quinn
[redacted]

December 12, 2024

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

Dear Supervisor Collins

Please accept my request for reappointment to the Conservation Advisory Council, effective January 1, 2025. I am very interested in the completion of the Natural Resources Inventory, along with passive use of Town owned properties, including the 102 acres in Rotterdam Jct.

Please feel free to contact me at [redacted] if you have any questions.

Thanks to you and the Board for your consideration.

Sincerely yours,

Bruce Bonacquist

Cc: Jack Dodson
Teri Gallucci
Joseph Mastroianni
Ron Schlag

RESOLUTION NO. 17.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Harry Marx, of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2025 through December 31, 2025.

SECTION 2. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee for a three (3) year term commencing on January 1, 2025 through December 31, 2027:

Linda Foote
XXX
XXX

SECTION 3. Nate Ryan, of Rotterdam, New York, is hereby appointed as the Vice-Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2025 through December 31, 2025.

SECTION 4. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Megan Griffin

From: [redacted]
Sent: Tuesday, December 3, 2024 10:51 AM
To: Supervisor Email
Cc: Ronald Schlag
Subject: Reappointment

To whom this may concern,

I, Harry Marx, after speaking with our team, have decided to formally request to be reappointed as Chair of the Rotterdam Parks Advisory Committee for the upcoming term year of 2025.

As you are aware, this years committee set goals in the early months of 2024 and we successfully completed those goals.

With the help of the committee members and the Rotterdam Town Board we were able to have the pickleball court finished at Juracka, as well as the dedication ceremony for Brian McGeary which made the front page of the Daily Gazette. This ceremony created memories and pride for the McGeary family.

The plans were created and adopted for Juracka Park, as well as having the dog park project started with the completion of the fence for the park and we look forward to finishing this project in the spring of 2025. This has been a proposed idea for years and we were able to get this started.

Our final goal was to be of assistance and help Ellen Brown and the Challengers League have the fence project completed after years of broken promises by past administrations for Ellen and the vulnerable members of her League.

Again, thanks to all who helped complete these projects.

It was brought to my attention by some of the long time Board members, including Rosalyn before her passing (may she rest in peace), that this year was the most productive year for the committee since they have been members. It has given them some motivation and hope for the completion of future projects.

We the committee have several project ideas for 2025 we are working through to be submitted that we feel would greatly benefit the members of the community while giving some of the parks a fresh updated look.

The committee would like to thank all of the Board members and those involved in helping the committee reach these goals that will have a direct positive impact on the community.

I can be reached via phone, text or email if needed to discuss further. Thank you for the opportunity to serve our community.

Respectfully submitted,

Megan Griffin

From: [redacted]
Sent: Tuesday, December 3, 2024 12:53 PM
To: Supervisor Email
Subject: Reappointment Parks and Recreation Advisory Committee

To Whom This May Concern,

I would like to respectfully request my reappointment to the Rotterdam Parks and Recreation Advisory Committee. I throughly enjoyed working with Chair Harry Marx, the Rotterdam Town Board and fellow Advisory Committee members especially the late Roslyn Warlik.

I would love the opportunity to serve another term.

Sincerely,
Linda Foote

Sent via the Samsung Galaxy S23+ 5G, an AT&T 5G smartphone

RESOLUTION NO. 18.25

TO APPOINT INDIVIDUALS TO VARIOUS PART TIME POSITIONS AND DUTIES FOR THE CALENDAR YEAR 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed/reappointed to various part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2025 as follows:

School Traffic Officer
Floyd Rorick — Hourly Rate $17.00
(Maximum of 4 hours daily)

Clerk – Part Time (Highway Department)
Donna Larsen — Hourly Rate $19.50

Clerk – Part Time(Police Dept)
Allison Kartner — Hourly Rate $24.38

Water Treatment Plant Operator (On Call)
Clark Collins — Hourly Rate $35.00

Building Inspector – Part Time
Lloyd Denny — Hourly Rate $40.00
(Maximum 3 days per week)

Bingo Inspector
William Purcell — Hourly Rate $17.00

Safety Inspector(FEMA)
Kathy Fisher — Hourly Rate $35.00

Project Coordinator, Office of the Aging– Part Time
Linda Testa — Hourly Rate $35.00
(Not to exceed $32,000.00 dollars annually)

Senior Center Bus Driver
Mark D'Alessandro — Hourly Rate $20.00

Fire Inspector – Part Time
Chris Amorosi — Hourly Rate $25.00
(Maximum 15 hours per week)

Dog Control Officers – Part Time
Darla Gullotta — Annual Salary $15,000.00
Heather Newell — Annual Salary $15,000.00

Clerk – Part Time
Jody Binkley — Hourly Rate $25.00

Senior Center Bus Driver (Backup Driver)
Frederick Waller Hourly Rate $20.00
Clerk – Part Time
Latefa Lang Hourly Rate $20.00
Wastewater Treatment Plant Operator – Part Time
Brion Dufek Hourly Rate $70.00
Stormwater Program Coordinator – Part Time
Mary Barrie Hourly Rate $35.00
Deputy Comptroller – Part Time
Paul Sebesta Hourly Rate $115.00

SECTION 2. The following employees are hereby appointed/reappointed to various additional duties at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no additional employee benefits for the year 2025 as follows:

ADA Compliance Officer/Safety Officer
James Keith Annual Stipend $3,000
Grant Coordinator
Peter Comenzo Annual Stipend $8,000
Events/Social Media Coordinator
Megan Griffin Annual Stipend $5,000
CDL Trainer
Steve Skoda Annual Stipend $1,000
Stormwater Management Officer
Daniel Marsello Annual Stipend $3,500
DPW Records Management
Lisa Gallo Annual Stipend $2,500
Underground Storage Tank Operator
Skip Skoda Annual Stipend $500

SECTION 3. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 19.25

ADOPTING RULES OF ORDER FOR REGULARLY SCHEDULED TOWN BOARD MEETINGS

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RULES OF ORDER OF THE TOWN BOARD
TOWN OF ROTTERDAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 20.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 3. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

INVESTMENT POLICY
FOR THE TOWN OF ROTTERDAM, NEW YORK

I. SCOPE

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

II. OBJECTIVES

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

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

III. DELEGATION OF AUTHORITY

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

IV. PRUDENCE

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

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

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

V. DIVERSIFICATION

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

VI. INTERNAL CONTROLS

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

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

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

VII. DESIGNATION OF DEPOSITORIES

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

VIII. COLLATERALIZING OF DEPOSITS

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

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML ss 10 equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

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

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

IX. SAFEKEEPING AND COLLATERALIZATION

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

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

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

X. PERMITTED INVESTMENTS

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

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

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

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

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

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

XI. AUTHORIZED FINANCIAL INSTUTIONS AND DEALERS

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

XII. PURCHASE OF INVESTMENTS

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

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

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

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

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

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

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

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

APPENDIX A
SCHEDULE OF ELIGIBLE SECURITIES

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

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

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

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

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

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

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

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

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

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

xi. Zero coupon obligations of the United States government marketed as “Treasury Strips.

RESOLUTION NO. 21.25

AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 3. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM
PURCHASING POLICY AND PROCEDURES

Purpose

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

Purchasing Policy

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

2. All goods and services will be secured by the use of written requests for proposals, written quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances:

   a. Goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law,
   b. Goods purchased from correctional institutions pursuant to Section 186 of the Correction Law,
   c. Purchases under State contracts pursuant to Section 104 of the General Municipal Law,
   d. Purchases under county contracts pursuant to Section 103 (3) of the General Municipal Law, or
   e. Purchases pursuant to Subdivision 7 of this policy.

3. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Amount of Purchase Contract	Method
$250 - $4,999	Verbal quotes at the discretion of the Department Head
$5,000 - $19,999	Written/fax quotes or written Request for Proposals (RFP) With approval of Town Supervisor
Above $20,000	Advertise for Public Bid Awarded by Town Board Resolution

Amount of Public Works Contract	Method
$250 - $2,999	Verbal or Written quotes At the discretion of the Department Head
$3,000 - $9,999	Written/fax quotes With approval of Town Supervisor
$10,000 - $34,999	Written/fax quotes or Written Request for Proposals (RFP) Awarded by Town Board Resolution
Above $35,000	Advertise for Public Bid Awarded by Town Board Resolution

4. A good faith effort shall be made to obtain a minimum of three (3) quotations in verbal or written form as required by the limits stipulated above. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals or quotations. The failure of a sufficient number of vendors to respond to a purchase request shall not be a bar to the procurement process.

5. Written documentation is required for all actions taken in connection with each procurement.

6. Written documentation and an explanation are required whenever a contract is awarded to other than the lowest responding bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsive to the terms of the offering. A determination that a bidder is not responsive shall be made by the purchaser with the approval of the Town Supervisor and is not subject to challenge under any circumstances.

7. Pursuant to General Municipal Law Section 104-b(2)(f), there may be circumstances where, or types of procurements for which, at the sole discretion of the governing body, the solicitation of alternative proposals of quotations will not be in the best interest of the Town of Rotterdam. In the following circumstances, it may not be in the best interest to solicit quotations or

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

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

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

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

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

b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternative proposals may threaten the life, health, safety or welfare of residents. This section does not preclude alternate proposals if time permits.

c. Purchases of surplus and second-hand goods from any source.

d. Goods or services under $250.

8. This policy shall go into effect immediately and will be reviewed annually.

RESOLUTION NO. 22.25

APPOINTING THE TOWN BOARD OF ROTTERDAM AS THE OFFICIAL BOARD OF HEALTH FOR 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Councilmembers of the Town of Rotterdam are appointed to and they do hereby constitute the official Board of Health of the Town of Rotterdam for the year 2025.

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

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

SECTION 4. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 23.25

ESTABLISHING THE TOWN BOARD LIAISONS ASSIGNMENTS FOR THE CALENDAR YEAR 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam establishes the following liaison assignments for the calendar year 2025:

BUDGET & FINANCE
Jack Dodson
Teri Gallucci

BUILDINGS & GROUNDS
Jack Dodson
Ronald Schlag

ADA COMPLIANCE
Teri Gallucci
Ronald Schlag

ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS
Teri Gallucci
Ronald Schlag

EMERGENCY MEDICAL PARAMEDIC SERVICES
Ronald Schlag
Teri Gallucci

EMPLOYEE RELATIONS – CSEA
Jack Dodson
Joseph Mastroianni

EMPLOYEE RELATIONS – PBA
Jack Dodson
Joseph Mastroianni

ENERGY-SUSTAINABLE & RENEWABLES
Joseph Mastroianni
Teri Gallucci

ENVIRONMENTAL CONSERVATION/STORMWATER IMPROVEMENTS-MANAGEMENT
Jack Dodson
Teri Gallucci

HEALTH
Ronald Schlag
Joseph Mastroianni

HIGHWAY
Jack Dodson
Joseph Mastroianni

HERITAGE & HISOTRICAL AFFAIRS
Teri Gallucci
Joseph Mastroianni

INTERGOVERNMENTAL AFFAIRS
Teri Gallucci
Jack Dodson

LOCAL LAW AND ORDINANCES
Jack Dodson
Ronald Schlag

PARKS, RECREATION, PROGRAMS FOR THE AGING AND YOUTH
Ronald Schlag
Joseph Mastroianni

PUBLIC SAFETY
Jack Dodson
Ronald Schlag

PUBLIC WORKS – WATER, SEWER & WATER/SEWER MAINTENANCE
Jack Dodson
Joseph Mastroianni

TAXATION & ASSESSMENTS
Joseph Mastroianni
Teri Gallucci

TECHNOLOGY & RECORDS MANAGEMENT
Teri Gallucci
Ronald Schlag

VETERANS AFFAIRS
Ronald Schlag
Joseph Mastroianni

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 24.25

APPOINTING INDIVIDUALS AS MEMBERS OF THE SICK LEAVE FUND COMMITTEE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed as a member of the Town of Rotterdam Sick Leave Fund Committee for a one (1) year term commencing January 1, 2025 through December 31, 2025:

Teri Gallucci
Donna Levasseur
Brad Canning
Lisa Gallo

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 25.25

ADOPTING THE 2025 TOWN OF ROTTERDAM MEETINGS SCHEDULE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, Planning Commission, Zoning Board of Appeals, Conservation Advisory Council, Parks and Recreation Advisory Committee, and the Energy Advisory Committee of the Town of Rotterdam shall hold regular public (open) meetings from January 1, 2025 through January 1, 2026 pursuant to the meeting schedule attached.

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

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

SECTION 4. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

2025 Town Meeting Calendar

RJFD- @ Rotterdam Junction Fire Department ** If Needed *** Change of week/day

	January	February	March	April	May	June	July	August	September	October	November	December	January '26
TOWN BOARD MEETINGS **Agenda Review 6:30 p.m.** **Agenda Meeting 7:00 p.m.** ***(Wednesdays unless otherwise noted)***	1st*** @1:00PM	12th	12th	9th	14th *RJFD*	11th	9th	13th	10th *RJFD*	8th	12th	10th	1st*** @1:00PM
	8th	26th	26th	23rd	28th	X	X	X	24th	22nd	X	X	
	22nd												
PLANNING COMMISSION MEETINGS **Public Work Session 7:00 p.m.** **Public Hearings 7:30 p.m.** ***(1st & 3rd Tuesdays unless otherwise noted)***	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	
	7th	4th	4th	1st	6th	X	X	X	2nd	7th	6th*** *(Thursday)*	2nd	
	21st	18th	18th	15th	20th	17th*** *(Third Tuesday only)*	15th*** *(Third Tuesday only)*	19th*** *(Third Tuesday only)*	16th	21st	18th	16th	
ZONING BOARD OF APPEALS **Public Work Session 7:00 p.m.** **Public Hearings 7:30 p.m.** ***(3rd Wednesdays unless otherwise noted)***	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	
	15th	19th	19th	16th	21st	18th	16th	20th	17th	15th	19th	17th	
CONSERVATION ADVISORY COMMITTEE **6:30 p.m.** ***(2nd Monday of the month unless otherwise noted)***	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	
	13th	10th	10th	14th	12th	9th	14th	11th** *(If needed)*	8th	6th*** *(First Monday)*	10th	8th	
PARKS AND RECREATION ADVISORY COMMITTEE **5:30 p.m.** ***(1st Monday of the month unless otherwise noted)***	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	
	6th	3rd	3rd	7th	5th	2nd	7th** *(If needed)*	4th	8th	6th	3rd	1st	
ENERGY ADVISORY COMMITTEE **5:30 p.m.** ***(3rd Thursday of the month unless otherwise noted)***	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	
	16th	20th											

RESOLUTION NO. 26.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The salaries of all annually rated permanent employees in the competitive and non-competitive classes of Civil Service Employment are hereby directed to be paid by the Supervisor from the appropriate line items contained in the 2025 Annual Budget, not to exceed the annual budget amount for the year 2025 without prior Town Board approval, at the rates theretofore established at the time of their respective appointments, plus increments as have otherwise been provided for by law, by collective bargaining agreement or salary increment schedules where applicable and duly adopted.

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

Supervisor	$13,000.00
Councilmembers (4)	$10,000.00 (each)
Town Justices (2)	$39,390.00 (each)
Superintendent of Highways	$73,449.00
Town Clerk	$61,519.00
Receiver of Taxes	$61,519.00
Deputy Town Supervisor	$3,000.00

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

Conservation Advisory Council Member (7)	$250.00 (each)
Zoning Board of Appeals Member (3)	$2,625.00 (each)
Zoning Board of Appeals Chair	$4,200.00
Zoning Board of Appeals Vice Chair	$3,150.00
Planning Commission Member (5)	$4,200.00 (each)
Planning Commission Chair	$8,400.00
Planning Commission Vice Chair	$4,935.00
Board of Assessment Review (5)	$550.00 (each)
Comptroller	$128,125.00

Confidential Secretary to the Supervisor	$53,840.00
Confidential Secretary to the DPW	$48,077.00
1st Deputy Town Clerk	$49,563.00
2nd Deputy Town Clerk	$48,077.00
Deputy Receiver of Taxes	$49,277.00
Historian	$500.00

SECTION 4. The Comptroller is hereby authorized to modify the 2025 Adopted budget by transferring funds from the Contingency Account (A-1990-4172) to the respective Personal Services appropriations accounts as necessary to be consistent with the salaries listed.

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

SECTION 6. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 27.25

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

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Effective January 1, 2025, members of the Town Board of the Town of Rotterdam, including the Supervisor, Deputy Supervisor and Town Councilmembers shall not be entitled to dental insurance, vision care insurance or medical and/or health insurance from the Town in any amount. This section shall not apply to any benefits received by an above-mentioned elected official when such benefits are received as a result of prior employment with the Town of Rotterdam.

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

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

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

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

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

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

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

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

SECTION 5. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 28.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby approve overtime payment to Town Employees only with the prior written approval of the department head or Town Supervisor and/or designee except in the case of an emergency situation involving the health, safety and welfare of the general public for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 29.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Supervisor of the Town of Rotterdam and/or his/her designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2025 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

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

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

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

SECTION 4. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 30.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Chief of Police of the Town of Rotterdam and/or his designee to approve, only upon written request accompanies by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam Police Department to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2025 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

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

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

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

SECTION 4. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 31.25

AUTHORIZE AND DIRECT THE SUPERVISOR AND/OR DESIGNEE TO PREPARE AND FILE WITH THE TOWN CLERK THE ANNUAL FINANCIAL REPORT WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE CLOSE OF THE 2024 FISCAL YEAR AND DIRECT THE TOWN CLERK TO PUBLISH THE NECESSARY LEGAL NOTICE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, Pursuant to Section 29 (10-a) of New York Town Law, hereby authorizes and directs the Supervisor of the Town of Rotterdam, in lieu of preparing the report required by Section 29(10) of New York State Town Law, to submit to the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days after the close of the 2024 fiscal year, a copy of the report to the NYS Comptroller required by Section 30 of the New York State General Municipal Law pursuant to Section 29(10-a) of the NYS Town Law, and the Town Clerk shall cause a notice to be published within ten (10) days after receipt thereof, that a copy of such report is on file in the Town Clerk's office and is available for public inspection and copying in the official newspaper.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam within ten (10) days after receipt of a copy of the Annual Financial Report of the 2024 Fiscal Year prepared and filed by the Supervisor pursuant to Section 29 (10-a) of the New York State Town Law within one hundred twenty (120) days after the close of the fiscal year, the following public notice:

TOWN OF ROTTERDAM
PUBLIC NOTICE

PLEASE TAKE NOTICE: That a copy of the Annual Financial Report of the Town of Rotterdam filed by the Supervisor pursuant to Section 29 (10-a) of the Town Law of the State of New York in the Office of the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days of the close of the 2024 fiscal year and said report being a true and accurate copy of the report to the Comptroller of the State of New York as required by Section 30 of the New York State General Municipal Law, is on file in the Town Clerk's office and available for public inspection and copying during normal business hours.

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

SECTION 3. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 32.25

ESTABLISH PETTY CASH FUNDS

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Petty cash funds are hereby established for use by various town offices for the year of 2025 as follows:

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

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 33.25

ESTABLISH BANK DEPOSITORIES FOR THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 34.25

ESTABLISH REIMBURSEMENT RATE FOR MILEAGE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 35.25

DESIGNATE THE DAILY GAZETTE AS THE OFFICIAL NEWSPAPER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby designates the Daily Gazette, a newspaper published in the City of Schenectady, New York, located at 2445 Maxon Road Extension, Schenectady, New York, 12408, and having significant circulation in the Town of Rotterdam, be the official newspaper of the Town of Rotterdam for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 36.25

AUTHORIZE THE UTILIZATION OF SPECIFIC ENGINEERING FIRMS TO ACT AS TOWN DESIGNATED ENGINEERS FOR 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the utilization of the following engineering firms to act as Town Designated Engineers for the calendar year 2025 on a as needed basis:

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

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute contracts with the above referenced engineering firms in 2025.

SECTION 3. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 37.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FCM ENGINEERING, PLLC

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with FCM Engineering, PLLC of 156 Spring Road, Scotia, New York 12302, in accordance with the agreement and fee schedule attached to obtain professional consultant services in connection with providing on-call engineering services through December 31, 2025.

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

SECTION 3. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Town/Consultant Agreement

Agreement made this _____ day of _____by and between

Town of Rotterdam, NY

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

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

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

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

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

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

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

Consultant including but not limited to unpaid minimum wages and/or overtime premiums.

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

the intention of the parties that the insurance policies so affected shall protect both parties.

c. The insurance company(ies) issuing the policy(ies) shall have no recourse against the Town for payment of any premiums or assessments under any form of the policy.
d. All deductible and self-insured retentions in the above-described insurance policies shall be assumed by and at the risk of the Consultant in the amounts indicated in such policies, with the Consultant indemnifying the Town for any such deductibles or self-insured retentions.
e. The policy(ies) naming the Town as an additional insured shall be purchased from an A.M. Best rated New York State licensed insurer having a rating of A- (Excellent) or better.
f. The coverage shall be primary coverage for the Town, its Boards, officials, officers, employees, and volunteers.

16. Before commencing work on behalf of the Town, the Consultant shall furnish Certificates of Insurance, and such other proof as may be required by the Town that demonstrates compliance with the foregoing insurance requirements.
17. All notices of any nature referred to in this Agreement shall be in writing to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town: Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

To the Consultant: Fred C. Mastroianni, PE, Principal Engineer
FCM Engineering, PLLC
156 Spring Road
Scotia, NY 12302

16. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed, or modified except in writing signed by a duly authorized representative of each entity.
17. This Agreement shall be deemed executory only to the extent of monies appropriated and available to the Town for the purpose of the Agreement and no liability on account thereof shall be incurred by the Town beyond the amount of such monies. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
19. This agreement is entered into for the purpose of performing a governmental function, and it shall inure only to the benefit of the entities that are the parties hereto. This agreement is not intended to benefit any person or entity that is not a signatory to this agreement, and it does not create any rights in favor of, nor does it expand or enlarge any rights of, persons

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

20. Compensation:

a. For projects that are to be completed and invoiced on an hourly basis, the Consultant proposed staff and hourly rates for year 2025 are as follows:

- Principal Engineer - $125.00/hour
- Project Engineer - $105.00/hour
- Resident Engineer - $105.00/hour
- Senior Engineering Technician - $95.00/hour

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

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

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

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

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

SS:

_____OF_____

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

_____

Notary Public, _____, N.Y.

ATTACHMENT A

SCOPE OF SERVICES

A. Purpose:

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

B. General Characteristics:

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

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

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

RESOLUTION NO. 38.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BEN MOORE PHOTOGRAPHY/VIDEO

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Ben Moore, of 120 Dahlia Street, Rotterdam, New York 12306, to provide photography and videography services for the unedited recording of the Town Board Meetings for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

BENJAMIN R. MOORE

518.470.0472
brm28928@gmail.com

120 Dahlia St.
Rotterdam, N.Y 12306

November 22, 2024

Town of Rotterdam
Diane Marco / Town Clerk
1100 Sunrise Blvd.
Rotterdam, N.Y. 12306

2025 Video Contract;

This video services contract is for the recording of Town Board Meetings and Special Town Board Meetings. Any video recordings of community events will be covered by me at no charge to the residents… if available to do so.

All town board meetings will be recorded and uploaded to the Town "Youtube" channel without edits, for $125.00 the first hour and an additional $31.25 for each 15 minute block there after.

Video and audio quality will be enhanced with titles as in previous years, and videos will air within 2 hours of the completion of each meeting to the Youtube Channel. A copy of each video will be transferred to a thumb drive provided by the Town Clerk and returned to the Clerk's mailbox the following morning.

Sincerely yours,

Ben Moore

RESOLUTION NO. 39.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE BOYS AND GIRLS CLUB

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with the Boys and Girls Club of Schenectady, P.O. Box 466, Schenectady, New York, 12301, for services to be provided for the Town of Rotterdam for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

LEASE AND PROGRAMING SERVICES AGREEMENT

This Agreement, entered into this ____ day of January, 2025, by and between the **ROTTERDAM BOYS & GIRLS CLUB of SCHENECTADY, Inc.**, a domestic corporation with principal offices at, P.O. Box 466, Schenectady, New York, 12301 (hereinafter referred to as the "CLUB"), and the **TOWN OF ROTTERDAM**, a municipal corporation with offices at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 (hereinafter referred to as the "TOWN").

WITNESSETH

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

1. The CLUB shall lease to the TOWN the entire facility, recognizing the CLUB works with over 1,200 youths and 600 families residing in the TOWN and provides educational, character building, leadership, nutritional and recreational programming for youth residents, senior citizens and families at the Rotterdam Boys & Girls Club branch of the club, located at 721 Curry Road, for a one-year term commencing January 1, 2025 and terminating December 31, 2025.

2. The CLUB shall provide a year-round senior citizen adult program from September through June, three (3) days per week for 1 ½ hours each day and in July & August five days per week, of which one (1) hour daily shall be for senior citizens to utilize the facility every January 1st to May 15th, and from October 1st to December 31st. This shall total five (5) hours per week and the TOWN shall have the right to utilize the facility for all seniors in the TOWN, including but not limited to the gymnasium, computer lab, various program areas, etc. The CLUB, when possible, can also be utilized by seniors when the Rotterdam Senior Center is unavailable for programming such as for Osteofitness Class, as was the case in November of 2024. The TOWN and the CLUB agree to negotiate an alternate program(s) for the benefit of senior citizens that shall be approved by town board resolution.

3. The CLUB shall provide to the residents and visitors of the Town of Rotterdam at the CLUB's Rotterdam site shall include the following:

    a. Children shall be provided with programming every day during the school year and have access to all of the daily activities within the CLUB.

    b. Access to the CLUB shall be available to Rotterdam-based youth sports programs (basketball, baseball, football, and cheerleading) during the winter months and during inclement weather.

c. Programming for toddlers, for sports such as soccer and basketball, shall be available and along with swimming lessons when the pool is available.

d. The CLUB shall have an annual Halloween Party and Thanksgiving Dinner for everyone in the community, free of charge.

e. CLUB shall provide a wide-array of critical educational, leadership, character development and recreational programming daily for all children.

f. Free USDA approved dinners and snacks every day after school for all children.

g. The CLUB shall be open during all school vacations, breaks, and most snow days.

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

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

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

4. The CLUB shall have liability insurance for bodily injury in the amount of $1,000,000 for each occurrence and $3,000,000 for the aggregate; property damage liability in the amount of $100,000 for each occurrence and $1,000,000 for the aggregate. The TOWN shall be listed as an additional insured.

5. That in consideration of the foregoing, the Town shall annually pay to the CLUB a total of Eighteen Thousand Five Hundred and 00/100 Dollars ($18,500.00) for the Agreement period, payable in four (4) installments of Four Thousand Six Hundred Twenty-Five and 00/100 Dollars ($4,625.00) each as follows:

   a. 1st Payment each March 15th
   b. 2nd Payment each June 15th
   c. 3rd Payment each September 15th
   d. 4th Payment each December 15th

   It is further agreed that the total proceeds from the program service fees assessed to participants during will be payable to the CLUB at the time of services rendered. In no way will these program service fees be considered part of or a substitute for the basic yearly

agreed upon reimbursement of Eighteen Thousand Five Hundred and 00/100 Dollars ($18,500.00) from the Town.

This Agreement shall commence retroactively to on January 1, 2025, and terminate on December 31, 2025. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other.

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

BOYS & GIRLS CLUBS OF SCHENECTADY, INC.

_____

Shane Bargy_____
(please print name)

Title: _Executive Director_____

Dated: ___11/20/2024_____

TOWN OF ROTTERDAM

_____
Town Supervisor

Dated:

RESOLUTION NO. 40.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE ARTS CENTER AND THEATRE(OPEN STAGE MEDIA)

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with the Arts Center and Theatre of Schenectady, located at 432 State Street, Schenectady, New York 12305, to provide public and government television access, in an amount not to exceed five thousand and 00/100 ($5,000.00) dollars, annually for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Agreement

This Agreement made this ____ day of January, 2025 by and between the Town of Rotterdam ("Town"), having offices at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306, and Arts Center and Theatre of Schenectady, d.b.a. Proctors ("Proctors"), having offices at 432 State Street, Schenectady, New York 12305.

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

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

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

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

Agreement

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

Agreement

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

In Witness whereof, the parties have caused this agreement to be executed by their proper officers this ____ day of January, 2025.

ARTS CENTER AND THEATER OF SCHENECTADY

By:_____
Philip Morris, CEO

TOWN OF ROTTERDAM

By:_____
Mollie Collins, Town Supervisor

RESOLUTION NO. 41.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH SCOTT M. RONDA, LLC TO REPRESENT TAX LITIGATION MATTERS

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 the Scott M. Ronda, LLC, located at 1 Vosburgh Road, Suite 2, Mechanicville, New York 12118, to represent the Town of Rotterdam related to tax litigation matters for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

THE LAW OFFICE OF SCOTT M. RONDA, LLC

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

RETAINER AGREEMENT

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

Scope of the Services

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

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

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

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

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

Fees, Costs and Disbursements

Fees for Legal Services

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

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

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

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

Costs and Disbursements

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

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

The Firm shall bill the Client on a regular basis.

Clients Rights and Responsibilities

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

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

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

Town of Rotterdam

Dated: _____

By: , Supervisor

The Law Office of Scott M. Ronda, LLC

Agreement accepted _____

Dated: By: Scott M. Ronda, Esq.

RESOLUTION NO. 42.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH INDUSTRIAL & UTILITY VALUATION CONSULTANTS, INC.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Industrial & Utility Valuation Consultants Inc., located at 31 Colonial Green, Albany New York, 12211, to provide Real Property Tax Consulting Services to the Town of Rotterdam for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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

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

WITNESSETH

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

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

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

ARTICLE I
SCOPE OF SERVICES

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

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

- In addition, I have had extensive experience working with the many municipal assessing jurisdictions in the review and defense of RPTL Article 7 and 7-a Tax Certioraris, both with respect to the review of such petitions, preparation of detailed analyses of the veracity of such petitions and active participation in settlement negotiations, court appearances, etc., all at the express direction of the clients. In fact, I have been doing these exact tasks for the Town for these past ten years.

- With respect to review and analysis of the NYSORPTS pre-decisional conferences and tentative equalization rates, I have again worked with many municipal assessing jurisdictions, and have had conferences with NYSORPTS at both the regional and executive levels and, moreover, have appeared and testified before the NYSORPTS Board with respect to both tentative equalization rates, segment rates, market trending analyses, etc.

ARTICLE II
TERM OF THE AGREEMENT

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

ARTICLE III
COMPENSATION

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

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

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

ARTICLE IV
RELATIONSHIP

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

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

ARTICLE V
LICENSURE & CERTIFICATION

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

ARTICLE VI
NOTICES

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

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

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

ARTICLE VII
DISCRIMINATION

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

ARTICLE VIII
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

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

ARTICLE IX
NONDELEGATABILITY:

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

ARTICLE X
AUDIT AND INSPECTION RIGHTS:

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

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

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

ARTICLE XII
AWARD OF AGREEMENT/NONCOLLUSION:

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

ARTICLE XIII
INDEMNIFICATION:

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

ARTICLE IVX
MODIFICATIONS

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

ARTICLE XV
CONSTRUCTION OF AGREEMENT:

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

ARTICLE XVI
PARTIAL INVALIDITY

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

ARTICLE XVII
TERMINATION OF AGREEMENT

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

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

TOWN OF ROTTERDAM	INDUSTRIAL & UTLITY VALUATION CONSULTANTS, INC.

RESOLUTION NO. 43.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ORRICK, HERRINGTON & SUTCLIFFE LLP BOND COUNSEL

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Orrick, Herrington & Sutcliffe LLP, Bond Counsel Attorneys, located at 51 West 52nd Street, New York, New York 10019, to provide bond counsel services to the Town of Rotterdam, for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

November 27, 2024

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142
+1 212-506-5000
Orrick.com

Douglas E. Goodfriend

E dgoodfriend@orrick.com
D +1 212 506 5211
F +1 212 506 5151

VIA E-MAIL (mcollins@rotterdamny.org)

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

Re: Bond Counsel Work for:
Town of Rotterdam, Schenectady County, New York

Dear Supervisor Collins:

On behalf of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel"), I would like to express our appreciation for the opportunity to work with the **Town of Rotterdam, Schenectady County, New York** (the "Issuer"), in connection with the proposed issuance of notes and/or bonds by the Issuer.

1. Scope of Services. Bond Counsel shall perform the following legal services:

(1) Analysis of eligibility of the object or purpose for financing under State law and for financing with tax-exempt bonds under federal tax law.

(2) Consultation with representatives of the Issuer, including your financial adviser, underwriters and underwriters' counsel (if applicable), and others, with respect to the timing, terms, and legal structure of any proposed Bonds/Notes.

(3) Preparation of documents to be adopted or entered into by the Issuer required for the authorization, sale and issuance of Bonds/Notes (excluding any Bond or Note Purchase Agreement to be prepared by underwriters counsel), including preparation of bond resolutions.

(4) Preparation of the Continuing Disclosure Agreement/Certificates.

(5) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as Issuer may request.

(6) Preparation of final closing papers to be executed by Issuer required to effect delivery of the Bonds/Notes (including a Tax Compliance Agreement) and coordination of the Bond/Notes closing.

(7) Rendering of Bond Counsel's customary form of final legal opinion to the Issuer on the validity of the Bonds/Notes and the tax-exempt status of interest thereon.

(8) Preparation and dissemination of closing transcripts.

Our services are limited to those specifically set forth above. For example, our services do not include representing any party in any litigation or other legal or administrative proceeding, audit or investigation. Our services also do not include any responsibility for federal or state securities laws, for real estate, land use, insurance or environmental laws, or for preparation or content of the official statement. This Agreement and all legal services to be rendered under it as to any particular issue of Bonds/Notes will terminate upon issuance of the Bonds/Notes. Our services also do not include matters after closing, such as arbitrage rebate, other post issuance tax compliance or continuing disclosure compliance, unless we are separately engaged in writing for any such work.

2. Fees and Expenses.

a. Fees. (see attached Fee Schedule).

b. Payment. Fees and expenses shall be payable by Issuer at or after issuance of the Bonds/Notes.

3. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, Bond Counsel shall be paid for all satisfactory work at its usual hourly rates, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, Bond Counsel shall have no future duty of any kind to or with respect to the Bonds/Notes or the Issuer. This Agreement shall not be the basis of any breach of contract claim that would have the effect of extending the statute of limitations pertaining to legal malpractice to the statute of limitations pertaining to breach of contract. Except as state above, Bond Counsel retains the right to discard any files and materials. It is Bond Counsel’s current policy (subject to change) to discard all files and materials after issuance of the Bonds/Notes (except the closing transcript until after the Bonds/Notes are paid or defeased) or following cessation of work on the financing without issuance of Bonds/Notes.

4. Nature of Engagement; Client Relationships With Other Parties. The role of bond counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services as bond counsel in connection with the Bonds/Notes, Bond Counsel will act as special counsel to Issuer (as such and not any particular body, board, office or official) with respect to issuance of the Bonds/Notes; i.e., Bond Counsel will assist Issuer counsel in representing Issuer but only with respect to validity of the Bonds/Notes and the legal documents related thereto and tax status of interest on the Bonds/Notes, and in a manner not inconsistent with the role of Bond Counsel described in the first sentence of this section.

Issuer acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. Bond/Note Counsel agrees not to represent any such entity in connection with the Bond/Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

5. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and Bond Counsel.

If you have any questions, please feel free to contact the undersigned. If these arrangements are satisfactory, I would appreciate it if you would sign and return a copy of this letter to me.

Sincerely yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: Douglas Goodfriend
Name: Douglas E. Goodfriend, Esq.
Title: Partner

AGREED TO:

Town of Rotterdam, Schenectady County, New York

By: _____
Name: Mollie A. Collins
Title: Supervisor

cc: Mr. Paul C. Sebesta (via email – psebesta@rotterdamny.org)

ORRICK, HERRINGTON & SUTCLIFFE LLP

GENERAL OBLIGATION FEE SCHEDULE (2025)

BOND ANTICIPATION NOTES

Principal Amount			Fee	
Up to		$ 99,000	$ 925	
$100,000	to	$299,000	$ 965	
$300,000	to	$599,000	$1,075	
$600,000	to	$799,000	$1,265	
$800,000	to	$999,999	$1,575	
$1,000,000	to	$1,999,999	$2,500	***plus*** $1.00 per $1,000 on amount over $1,000,000
$2,000,000	to	$2,999,999	$3,600	***plus*** 85 cents per $1,000 on amount over $2,000,000
$3,000,000	to	$3,999,999	$4,765	***plus*** 75 cents per $1,000 on amount over $3,000,000
$4,000,000	and	$19,999,999	$6,235	***plus*** 65 cents per $1,000 on amount over $4,000,000
$20,000,000	to	$49,999,999	$15,925	***plus*** 55 cents per $1,000 on amount over $20,000,000
$50,000,000	and up		$32,500	***plus*** 50 cents per $1,000 on amount over $50,000,000

PLUS $300 for each extra set of closing papers (separate purchasers).

PLUS A one-time charge of $350 for the drafting of any bond resolution (if not previously billed).

PLUS $875 for review of Official Statement.

PLUS $350 for Material Events or Continuing Disclosure (SEC Rule 15c2-12) certification.

PLUS $350 for bond tax law review including Construction Election Certificate (IRS Arbitrage Rules) determining to pay penalty or arbitrage rebate for construction projects, if applicable, with Arbitrage Certificate.

NO INCIDENTAL EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

CASH FLOW FINANCINGS

RANs: Base fee $2,500, plus $0.90 cents per $1,000.

TANs: Base fee $2,500 plus $0.90 cents per $1,000.

Budget or Deficiency Notes: Base fee $2,500 plus $1.00 per $1,000.

PLUS $875 for review of Official Statement.

PLUS $0 for Material Events continuing disclosure (SEC Rule 15c2-12) certification.

PLUS $0 for bond tax law review. (IRS Arbitrage rules) (Both included)

No charge for RAN/TAN resolutions.

BOND ISSUES (PUBLIC SALE)

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

1) $875 Review of Official Statement.

2) $500 Review of bond insurance documents, if applicable.

3) $350 Continuing Disclosure certification (SEC Rule 15c2-12).

4) $350 Bond Tax Law Review including Construction Election Certificate (IRS Arbitrage Rule) determining to pay penalty or arbitrage rebate for construction projects, with Arbitrage Certificate.

5) $1.50/$1,000 principal amount of the issue up to and including the first $25,000,000 principal amount of the bond issue.

6) $1.25 /$1,000 thereafter.

7) A one-time charge of $350 for the drafting of any bond resolution (if not previously billed).

NO INCIDENTAL EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

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

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

SERIAL BOND ISSUES $5,000,000 AND OVER (NEGOTIATED SALE) (E.G., ADVANCE REFUNDINGS, DISCOUNT, DASNY BONDS)

Same as for public sale with the addition of negotiated fee for time expended in connection with documents, conferences and other matters relating to issue. To be approved in advance. Additional fee for sale of bonds to DASNY, to be approved in advance.

STATUTORY INSTALLMENT BONDS

$4,750 base fee.

PLUS $1.25/$1,000 principal amount of the issue.

PLUS A one-time charge of $350 for the drafting of any bond resolution (if not previously billed).

DISTRICT PROCEEDINGS/ELECTION PROCEEDINGS

$750 for School District proposition election proceedings or Town, Village or Fire District election proceedings for bond resolution referendum.

$2,500 for Town district formation proceedings including election proceedings required or desired.

$3,000 for Town district consolidation proceedings.

$750 for Town district Section 202-b improvement proceedings.

HOURLY RATES

All billings will be on the basis of this fee schedule without the addition of hourly rates for attorneys or paralegals.

NO INCIDENTAL EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

* * * * *

ORRICK'S FEE COVENANTS

Orrick makes the following covenants with respect to its fees:

1) Once retained as Bond Counsel by any client pursuant to this schedule, the fees for any financing initiated on or after the date of this schedule shall be charged according to this schedule and will not be subject to increase by any subsequent fee schedule changes;

2) Any fees charged pursuant to this schedule shall remain in full force and effect for the entire course of the financing no matter how long it takes to complete the financing;

3) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing; and

4) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

Douglas E. Goodfriend
Thomas E. Myers
Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, New York 10019-6142
Telephone: (212) 506-5000
Fax: (212) 506-5151

RESOLUTION NO. 44.25

TO ADOPT THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM PHA PLAN FOR 2025 THROUGH 2029

WHEREAS, the Town of Rotterdam operates a Section 8 Housing Choice Voucher Program funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Town of Rotterdam is required by the U.S. Department of Housing and Urban Development to prepare and adopt a written PHA Plan that establishes local policies for administration of the Section 8 Housing Choice Voucher Program in accordance with regulations of the U.S. Department of Housing and Urban Development; and

WHEREAS, the Town Board of the Town of Rotterdam has caused a written PHA Plan to be prepared establishing local policies for administration of the Section 8 Housing Choice Voucher Program in accordance with regulations of the U.S. Department of Housing and Urban Development, and has reviewed such written plan; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board or the Town of Rotterdam hereby adopts the five-year PHA Plan starting in 2025 for operation of the Town of Rotterdam Section 8 Housing Choice Voucher Program.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Town of Rotterdam
Housing Choice Voucher
Five Year and Annual PHA Plans
2025-2029

NY516

JEM Inc – Central Office
57 Phila Street
Saratoga Springs, NY 12866

5-Year PHA Plan *(for All PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The **Form HUD-50075-5Y** is to be completed once every 5 PHA fiscal years by all PHAs.

A. PHA Information.

A.1

PHA Name: Town of Rotterdam **PHA Code:** NY516

PHA Plan for Fiscal Year Beginning: (MM/YYYY): **1/2025**
The Five-Year Period of the Plan (i.e. 2019-2023): 2025-2029
PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

JEM Inc Central Office, 57 Phila Street, Saratoga Springs, NY 12866 8:30 – 4pm M-F
or
Town of Rotterdam, Town of Rotterdam; 1100 Sunrise Blvd
or
Electronically via e-mail: section8@jeminc.com

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	**Plan Elements.** Required for all PHAs completing this form.
B.1	**Mission.** State the PHA's mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA's jurisdiction for the next five years. • Provide affordable, decent, safe, and sanitary housing to elderly and disabled low-income families, as well as other low-income families, dictated by local needs.
B.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years. • Expand the supply of assisted housing to meet local needs. • Improve the quality of service through better process and information systems. • Promote self-sufficiency and asset development of families and individuals. • Ensure equal opportunity in housing. • Reduce fraud and program abuse.
B.3	**Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. Progress in Meeting Goals: • Expand Supply of Assisted Housing: Management has applied as notices of funding of availability have been announced. Management has requested for funding as other sources of HCV funding has become available. • Improve Quality of Assisted Housing: Management has instituted improvements to policy and procedure to increase customer satisfaction. Management has surveyed participants for improvements to the program. • Promote Self Sufficiency and Asset Development of Assisted Households: Management has developed in-house providers for Budget, Credit, Employment and Homeownership coordination. • Management is in compliance with Fair Housing Laws and case-workers hold industry certifications that include fair housing training. • Management employees a full time program-integrity coordinator with the function of reducing fraud and program abuse.
B.4	**Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. The intent of the provisions of the Violence Against Women Act to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking (as well as members of victims' immediate families) from losing their HUD assisted housing as a consequence of the abuse of which they were the victim has always been the policy followed in programs administered by JEM, Inc, and will continue to be the policy in the future. In this respect we have recognized the needs addressed in the Act and have always taken steps to address those needs. Both tenants and owners are informed of our policy as the need arises and both are thoroughly advised of their options. In determining if tenants are victims of criminal domestic violence, dating violence, sexual assault, or stalking and in danger of losing their HUD assisted housing as a consequence of such abuse, we accept appropriate documentation from local police reports, social service agency statements, and other reliable corroborative evidence before taking action. Unless eviction is imminent, we place no time limit on tenant's reporting and the development of reliable evidence.

C.	Other Document and/or Certification Requirements.
C.1	**Significant Amendment or Modification**. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. • A change in the PHA mission or a strategic goal will be considered a substantial deviation from the five year plan. • Changes in or additions to the PHA mission; strategic goals; strategy for addressing needs; or policies governing eligibility, selection, and admission will be considered a significant amendment or modification to the PHA's five year and annual plan.
C.2	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the 5-Year PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. • Please see attached.
C.3	**Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. • Please see attached.
C.4	**Required Submission for HUD FO Review.** (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ (b) If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).
D.1	Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.) Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Not required at this time.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Not required at this time.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal Not required at this time.

Streamlined Annual PHA Plan *(Small PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low-income, and extremely low- income families

Applicability. The Form HUD-50075-SM is to be completed annually by **Small PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, HCV-Only PHA, or Qualified PHA do not need to submit this form.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.

(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.

(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: Town of Rotterdam **PHA Code:** NY516
PHA Type: ☒ Small
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 1/2025
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units 0 **Number of Housing Choice Vouchers (HCVs)** 249
Total Combined 249
PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	**Plan Elements Submitted with 5-Year PHA Plans.** Required elements for Small PHAs completing this document in years in which the 5-Year Plan is also due. This section does not need to be completed for years when a Small PHA is not submitting its 5-Year Plan. See sub-section below for required elements in all other years (Years 1-4).
B.1	**Revision of Existing PHA Plan Elements.** (a) Have the following PHA Plan elements been revised by the PHA since its last **Five-Year PHA Plan** submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) If the PHA answered yes for any element, describe the revisions for each element(s)

B.2 **New Activities.**

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y	N	
☐	☒	Hope VI or Choice Neighborhoods.
☐	☒	Mixed Finance Modernization or Development.
☐	☒	Demolition and/or Disposition.
☐	☒	Conversion of Public Housing to Tenant Based Assistance.
☐	☒	Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.
☐	☒	Project Based Vouchers.
☐	☒	Units with Approved Vacancies for Modernization.
☐	☒	Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.

Pursuant to Housing Opportunity Through Modernization Act of 2016 (HOTMA), HUD has permitted Housing Agencies discretion in implementing several policy amendments. Resultingly, as these policy amendments are identified below, and a public hearing is required on this plan, no subsequent public hearing will be held upon the implementation of these polices. These policy amendments will be implemented upon the full implementation of HOTMA, which has been delayed until at the earliest July 1, 2025 per Housing Notice PIH 2024-09.

These policy amendments include:

- PHA will accept a family's self-certification of net assets equal to or less than $50,000 at admission and as need at reexamination
- PHA will examine assets at all annual reexaminations to determine if the $100,000 asset limitation has been reached
- PHA will terminate assistance effective six months from the date of the reexamination during which those assets were verified to be greater than $100,000
- PHA will review the specific circumstance for those applicant or participants who own suitable housing to determine if denial or termination is required
- PHA will review and grant Medical Allowance hardships as needed for 90-day period, and extended as warranted
- PHA will review and grant Childcare Allowance hardships as needed for 90-day period, and extended as warranted
- PHA will conduct Interim reexaminations for all verified decreases in adjusted income including when a family member moves out of the assisted unit
- PHA will consider not conducting Interim Reexamination for reported increases in earned income for a family
- PHA will deny or terminate assistance when and if an applicant or participant revokes an executed consent form (Form HUD-9886)
- PHA will not verify employment and income information during an interim reexamination using EIV
- PHA will use EIV to verify tenant employment and income information at annual reexaminations of family composition and income.
- PHA will use HUD's verification hierarchy when verifying each household's income, assets, deductions, and expenses.
- PHA will access the EIV system and obtain an Income Report for each household during annual recertifications
- PHA will not determine income using safe harbor means

B.3 **Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.

Progress in Meeting Goals:

- **Expand Supply of Assisted Housing: Management has applied as notices of funding of availability have been announced. Management has requested for funding as other sources of HCV funding has become available.**
- **Improve Quality of Assisted Housing: Management has instituted improvements to policy and procedure to increase customer satisfaction. Management has surveyed participants for improvements to the program.**
- **Promote Self Sufficiency and Asset Development of Assisted Households: Management has developed in-house providers for Budget, Credit, Employment and Homeownership coordination.**
- **Management is in compliance with Fair Housing Laws and case-workers hold industry certifications that include fair housing training.**
- **Management employees a full time program-integrity coordinator with the function of reducing fraud and program abuse.**

B.4	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. **Not applicable for HCV only PHA.**
B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? **No findings of the HCV program.**
	Plan Elements Submitted All Other Years (Years 1-4). Required elements for all other fiscal years. This section does not need to be completed in years when a Small PHA is submitting its 5-Year PHA Plan.
B.1	**New Activities** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☐ Hope VI or Choice Neighborhoods. ☐ ☐ Mixed Finance Modernization or Development. ☐ ☐ Demolition and/or Disposition. ☐ ☐ Conversion of Public Housing to Tenant-Based Assistance. ☐ ☐ Conversion of Public Housing to Project-Based Assistance under RAD. ☐ ☐ Project Based Vouchers. ☐ ☐ Units with Approved Vacancies for Modernization. ☐ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. (c) If using Project-Based Vouchers, provide the projected number of project-based units, general locations, and describe how project-basing would be consistent with the PHA Plan. (c) The PHA must submit its Deconcentration Policy for Field Office Review. **Not applicable for 2025.**
B.2	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. **Not applicable to the HCV program.**
C	**Other Document or Certification Requirements for Annual Plan Submissions.** Required in all submission years.
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. **Please see attached.**

C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. **Please see attached.**
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-CRT-SM, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan. **Please see attached.**
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (d) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.

D.	Affirmatively Furthering Fair Housing (AFFH).
D.1	Affirmatively Furthering Fair Housing. Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal
Not required at this time.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal
Not required at this time.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal
Not required at this time.

JEM Inc - Central Office Housing Choice Voucher
2025 Five Year Plan - Resident Advisory Board Narrative

Given that Central Office for Section 8 administers a Housing Choice Voucher program where program participants find housing on the private market, in lieu of having a Residence Advisory Board, a survey is performed. This approach has been in place for many years and is consistent with the regulations.

Fifty randomly selected surveys were e-mailed to active HCV participants. Participants were given one week to return the survey. Six surveys were returned.

Surveys asked participants to agree or disagree with statements that correlate to the mission and goals of the plan. An area for comments was included.

- 100% agreed with the program's mission.
- 100% agree the size of the program should be increased should additional funding become available.
- 100% agree there should be an emphasis on increasing tenant satisfaction and improving management functions.
- 100% agree the program should promote self-sufficiency.
- 100% agree that there should be equal access to assisted housing regardless of race, color, religion, national origin, sex, familial status or disability.
- 100% agree that program participation should be offered first to residents of the community, the elderly and the disabled.
- 100% agree that consideration should be given to allow subsidies to purchase a house.
- 100% agree additional measures should be taken to prevent and reduce fraud.
- 100% agree steps should be taken to allow participants and landlords to complete paperwork online.

The respondents chose not to make any comments.

Based upon both the quantitative and qualitative data gathered from this survey, the respondents strongly and increasingly support the mission and goals of this program.

#end#

RESOLUTION NO. 45.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR PARTICIPATION IN THE SCHENECTADY COUNTY STOP-DWI PROGRAM FOR THE YEAR 2025

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 the County of Schenectady for participation in the Schenectady County STOP-DWI Program for the year 2025.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 46.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WASTEWATER TREATMENT PLANT SLUDGE HAULING

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 KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Wastewater Treatment Plant Sludge Hauling, in an amount not to exceed three thousand nine hundred and 00/100 ($3,900.00) dollars.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	December 18, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Professional Services-Waste Water Treatment Plant Sludge Hauling Bid Packet Proposal
TOWN BOARD MEETING:	January 1, 2025
Background Information:	KB Group of NY, Inc has designed the most recent upgrades to the WWTP. KB Group of NY, Inc. is familiar with the operations of the WWTP.
Evaluation/Analysis:	KB Group of NY, Inc proposes to provide professional Engineering Services to develop a Sludge Hauling Bid Package for the Town of Rotterdam WWTP.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with KB Group of NY, Inc. for an $3,900.00.
Attachment/Document(s):	KB Group of NY, Inc. proposal dated December 16, 2024.
Compliance with Purchasing Policy:	Yes, Professional Services Exception
Effect(s) on Existing Law(s):	GML 103
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

KB Engineering & Architecture, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

December 16, 2024

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

Re: **Town of Rotterdam**
WWTP Sludge Hauling Bid Package
Proposal for Engineering Services

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB Engineering) is pleased to submit this Proposal to provide Professional Engineering Services to develop a Sludge Hauling Bid Package for the Town of Rotterdam WWTP (SPDES NY0020141). We propose the following scope of engineering services:

A. Base Services

- Review existing WWTP sludge hauling records for the previous 4 years, screenings volumes and grit collection quantities**.**
- Develop specifications for storing and hauling of the segregated materials.
- Create a bid form and other documents and assemble into a complete Bid Package for the Town's distribution using BidNet.
- Review of bid results and provide a letter of recommendation of award to the Town.

B. Fee

We propose to complete the above scope of work for an amount not to exceed **$3,900.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations - none

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB Engineering's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB Engineering may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB Engineering in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB Engineering shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB Engineering from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB Engineering's performance of the affected Services. If KB Engineering's adherence to Client's policies increases KB Engineering's costs of providing the Services, KB Engineering shall notify Client of the foregoing and Client shall pay KB Engineering for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB Engineering's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Engineering & Architecture, P.C.

Douglas P. Cole, P.E.
Senior Director of Engineering

cc: Jack Dodson, Deputy Supervisor

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB ENGINEERING & ARCHITECTURE, P.C.:
Mollie Collins, Supervisor	Kumar Buvanendaran, P.E. – President & CEO
DATE:	DATE: 12/16/2024

1. **General**. These Standard SUBCONSULTANT Terms & Conditions, together with the Subconsultant Agreement, and its exhibits, constitute the full and complete Agreement between KB Engineering & Architecture, PC ("KB") and the entity or person identified as the SUBCONSULTANT in the Subconsultant Agreement. KB hereby gives notice that it objects to and expressly rejects the inclusion of any additional or different terms proposed by SUBCONSULTANT, and any reference to SUBCONSULTANT'S proposal is solely for the purpose of incorporating the description and specifications of any goods, materials or services contained therein. SUBCONSULTANT shall diligently perform all services, furnish all labor and materials and perform all tasks necessary to produce all of the deliverables required and perform all of the Services reasonably implied, incidental or inferred under the terms of this Agreement, its Exhibits, as well as all other documents attached to or incorporated by reference as forming a part of this Agreement ("Services"). The SUBCONSULTANT is not entitled to request a change order if the changes do not "materially" increase the Scope of Work. SUBCONSULTANT, its employees, and its agents are not the agents, representatives, or employees of KB, and SUBCONSULTANT is and shall be an independent contractor with regard to the Services. KB and the SUBCONSULTANT may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party".

2. **Standard of Care**. SUBCONSULTANT's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. SUBCONSULTANT agrees to promptly reperform, repair or replace, at KB's option and at SUBCONSULTANT's cost and expense, any Services which fail to conform to such requirements or in the event such a degree of skill and care is not exercised.

3. **Compliance**. SUBCONSULTANT shall comply with all applicable laws and regulations of any governmental agency having jurisdiction (including any requirement to obtain and maintain any permits, licenses, or approvals) to complete the Services. SUBCONSULTANT certifies compliance with all applicable federal, provincial, state, local, occupational, health and safety, labor, and other anti-discrimination laws, the standards and regulations issued thereunder, and the amendments thereto. The SUBCONSULTANT represents it shall comply, to the extent applicable, with all applicable provisions of the standards and regulations issued thereunder. Such rules and regulations are incorporated herein by reference with the same force and effect as if set forth herein verbatim. Furthermore, SUBCONSULTANT shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741 (a), regulations that prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status, and requires affirmative action by covered prime contractors and subconsultants to employ and advance in employment qualified individuals with disabilities and protected veterans.

4. **Schedule**. Time is of the essence in the performance of the obligations created by this Agreement if required by the Prime Contract between KB and KB's Client. Otherwise, SUBCONSULTANT agrees to commence and complete the Services in accordance with any schedule incorporated into this Agreement, or any schedule submitted by SUBCONSULTANT and otherwise accepted in writing by KB; and with respect to any changes, out of scope or additional Services, SUBCONSULTANT shall expeditiously perform such Services according to any schedule therefore agreed to by the parties. In addition, no Services shall be delayed and SUBCONSULTANT shall be required to proceed diligently with the performance of the Services under this Agreement during all disputes pending final resolution for any request for relief, claim, appeal or action arising under this Agreement.

5. **Compensation**. (a) SUBCONSULTANT may invoice KB after it has completed the Services, or portions thereof, and any required corrections to the satisfaction of KB, and delivered in accordance with the terms of this Agreement all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required hereunder, certificates of inspection, marked-up record documents, required itemizations and other documents required for progress payments. INVOICES MUST BE SUBMITTED TO SUBINVOICES@PRIMEENG.COM. INVOICES SUBMITTED TO KB SHALL INCLUDE A VALID, CURRENT COPY OF THE CERTIFICATE OF INSURANCE REQUIRED UNDER THIS AGREEMENT (IF NOT PREVIOUSLY PROVIDED DURING THE CURRENT YEAR). (b) KB agrees to

pay SUBCONSULTANT within thirty (30) days of KB's receipt of payment from Client for SUBCONSULTANT's satisfactory Services which has been accepted by the Client. SUBCONSULTANT expressly agrees that it shall be a condition to any payment that KB shall have received payment from the Client for such Services of the SUBCONSULTANT, and that such payment by the Client shall be a condition precedent to KB's obligations hereunder, and that KB shall have no obligation to SUBCONSULTANT unless payment for such Services is made to KB by the Client. However, in the event KB's Client disputes or otherwise withholds a payment to KB, which payment includes some non-disputed portion due SUBCONSULTANT, KB will make all reasonable efforts to secure release of non-disputed portion of payment from its Client. (c) SUBCONSULTANT warrants that title to and ownership of the Services shall transfer to KB free and clear of all liens or rights of liens. No payment shall be made to SUBCONSULTANT without a duly executed Agreement and a valid, current Certificate of Insurance in compliance with this Agreement. Payments made to the SUBCONSULTANT will include compensation for all applicable sales, use, gross receipts, or excises taxes. (d) In recognition that KB's Client requires the prompt submission of invoices for payment, the parties agree that all invoices must be submitted by SUBCONSULTANT to KB within ninety (90) days of the date costs are incurred or the scheduled completion date whichever occurs first. SUBCONSULTANT waives its right to receive payment on all invoices which are not submitted within that time. KB may set-off or counterclaim against amounts payable to SUBCONSULTANT, or asserted to be payable to SUBCONSULTANT, under this or any other contract, any claim KB may have against SUBCONSULTANT, including any failure to comply with any terms herein.

6. **Changes**. No changes to this Agreement and no extra charges will be allowed unless a duly authorized representative of KB specifically agrees to them in writing. As a condition precedent to SUBCONSULTANT's recovery on any claim for an increase in the cost of the Services or for an extension of time to complete the Services (a "Claim"), SUBCONSULTANT shall, immediately after the occurrence of the event which SUBCONSULTANT believes may give rise to a Claim, give KB written notice of the claim, which notice shall contain a verified statement that supports the claim and details the estimated change in the Subcontract cost and the time to complete the Services. SUBCONSULTANT's failure to provide notice as required by this paragraph shall be a waiver of SUBCONSULTANT's right to recovery under the Agreement and on a Claim. In no event shall SUBCONSULTANT be entitled to compensation for changes which are not reimbursable to KB by its Client. Any determination by KB or Client regarding same shall be binding upon SUBCONSULTANT.

7. **Insurance**. SUBCONSULTANT shall provide and maintain during the term of this Agreement and for three (3) years after completion of Services, at SUBCONSULTANT's expense, the minimum limits of insurance described below. SUBCONSULTANT's failure to procure the required types and limits of insurance as set forth herein, shall not relieve SUBCONSULTANT of its indemnification obligations hereunder. *(a) Workers' Compensation*, Disability Benefit, and Employer's Liability Insurance in at least the minimum amounts required by and in compliance with the laws of the State(s) where the Services is to be performed. *(b) Commercial General Liability Insurance*, including contractual liability, completed operations, hazards and explosion, collapse, and underground hazard coverage, with a limit of not less than $1,000,000 per occurrence, $2,000,000 aggregate. All such insurance policies shall provide (unless by specific statute applicable thereto it is otherwise provided) coverage for: (i) damage to above-ground or underground property; (ii) collapse of structures; (iii) damage resulting from explosion or blasting; (iv) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provision of this Agreement; and (v) damage to completed operations. If the Services to be performed is within or near a railroad right-of- way and other railroad facilities, SUBCONSULTANT's insurance shall not include any exclusions of coverage for any claims or liabilities associated with Services, occurrences or incidents occurring within 50 feet of railroad right-of-way and other railroad facilities. *(c) Automobile Liability Insurance* covering owned, non-owned, and hired vehicles used by SUBCONSULTANT in connection with the Services with a limit of not less than $1,000,000 per accident combined single limit, $1,000,000 aggregate. If/when transporting waste motor carrier endorsement form MCS-90 will be required. *(d) Following form Excess Umbrella Liability Insurance* extending coverage under SUBCONSULTANT's comprehensive general, automobile and Employer's Liability insurance policies with a limit of $2,000,000

per occurrence and in the aggregate. (e) If the Services involves the handling, transportation or use of chemicals or contaminants or Services areas containing pollutants or hazardous materials, Pollution Liability with a limit of not less than $1,000,000 per incident, $1,000,000 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by the SUBCONSULTANT. (f) For professional services, including but not limited to engineering, architectural, laboratory analysis and/or surveying services, are part of the Work, *Professional Liability (Errors and Omissions) Insurance* with a limit of not less than $1,000,000 per claim, $2,000,000 aggregate.

8. **Certificates of Insurance (COI)**. *(a) General Information.* SUBCONSULTANT's proof of coverage shall be in the form of a duly executed and properly endorsed insurance certificate from an insurance carrier licensed to transact insurance business in the state in which the Services is to be performed. Each certificate shall certify that all the required insurance, in Section 7, has been effected and that the SUBCONSULTANT is covered thereby. SUBCONSULTANT shall provide KB with the certificate of insurance (COI) indicating that the minimum types and limits of insurance have been procured by SUBCONSULTANT prior to final execution of this Agreement and include said COI as an exhibit to the Agreement. All certificates must contain the applicable KB project manager contact name (first and last name), project name and project number.to ensure timely payment. Refer to the Subconsultant Agreement for project manager, project name and project number. *(b) Additional Insureds.* SUBCONSULTANT agrees to name "KB Engineering & Architecture, PC, its Client, and their respective affiliates, directors, officers, employees, and agents" as additional insured as their interests may apply on all policies as required by Section 7 (with the exception of the Workers' Compensation, Employer's Liability, and any Professional Liability Policy). SUBCONSULTANT shall provide this specific language endorsement on the Certificate of Insurance under the additional insured section of the COI.

9. **Insurance Miscellaneous**. *(a) Waiver of Subrogation.* SUBCONSULTANT shall cause the underwriters of each of the insurance coverage required above waive all rights of subrogation against "KB Engineering & Architecture, PC, its Client and their affiliates, directors, officers, employees, and agents" where allowed by law under each of the foregoing policies. *(b) Thirty (30) Day Cancellation Notice.* SUBCONSULTANT shall provide KB and Client with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, all such policies. *(c) Insurance Policies.* Upon request SUBCONSULTANT shall provide KB with certified copies of its insurance policies. *(d) Claims or losses or potential losses.* SUBCONSULTANT agrees to promptly notify KB of any claims or losses or potential claims or losses resulting from or arising out of SUBCONSULTANT's performance of the Services and shall, within three (3) days of occurrence, provide KB with copies of SUBCONSULTANT's correspondence pertaining to the incident, including any and all SUBCONSULTANT accident reports. *(e) Primary and non-contributory.* Any coverage provided KB by SUBCONSULTANT'S insurance under this Agreement is primary insurance and shall not be considered contributory insurance with any insurance policies of KB, its members, subsidiaries, and affiliated companies. *(f) Incident Notices.* Whenever an employee of SUBCONSULTANT suffers an occupational injury or disease as a result of the Services and such injury or disease is required by the Workman's Compensation or Occupational Disease Laws to be reported to the proper authorities, SUBCONSULTANT shall promptly furnish a copy of such report to KB. SUBCONSULTANT also shall require all SUBCONSULTANTs to furnish copies of such reports to KB in connection with occupational injuries or diseases sustained by their employees.

10. **Indemnity**. (a) ***With respect to non-professional services (General Liability Insurance)***, SUBCONSULTANT agrees to indemnify, defend and hold KB and Client and their respective owners, partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of SUBCONSULTANT's employees, to the extent caused by the act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. (b) ***With respect to professional services (Professional Liability Insurance)***, SUBCONSULTANT agrees to indemnify and hold the KB and Client and their respective owners, partners, directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily

injury or death ("Damages"), including claims of SUBCONSULTANT's employees, to the proportionate extent caused by the negligent act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. SUBCONSULTANT's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by SUBCONSULTANT's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

11. **Assignment / Subcontracts**. SUBCONSULTANT shall not assign any proceeds or subcontract any of the Services to be performed hereunder without the express written consent of KB. SUBCONSULTANT will be fully responsible to KB for the acts and omissions of its lower-tier subconsultants and of persons either directly or indirectly employed by all SUBCONSULTANT's lower-tier subconsultants.

12. **Termination / Survival**. KB may terminate this Agreement with or without cause upon delivery of written notice to SUBCONSULTANT. In the event KB shall terminate without cause, KB shall be liable to SUBCONSULTANT in accordance with the terms of this Agreement, inclusive of the limitations set forth in the contract between KB and its Client, for any outstanding amount owing to SUBCONSULTANT for Services provided to KB's satisfaction through the effective date of termination. All express representations, confidentiality obligations, waivers, and the indemnifications included in this Agreement will survive its completion or termination for any reason. If this Agreement is terminated for cause, KB may procure, upon such terms as it shall deem appropriate, supplies or services like those so terminated. SUBCONSULTANT shall continue performance under this Agreement to the extent not terminated and shall be liable to KB for any excess cost for such similar supplies or services, and for any other costs, expenses, or liabilities incurred by KB and/.or its Client(s) as a result of SUBCONSULTANT's default. KB reserves the right to offset any such costs, expenses, or liabilities against monies due to SUBCONSULTANT under this or any other AGREEMENT. In the event the amount of damage exceeds the balance due to SUBCONSULTANT, SUBCONSULTANT shall pay to KB the amount of such excess. The rights and remedies of KB set forth in this Paragraph shall not be exclusive and are in addition to all other rights and remedies of KB.

13. **Use of Documents / Confidentiality / Ownership**. SUBCONSULTANT shall maintain complete and accurate working files and/or documentation of the Services, including new data, calculations, estimates, assumptions, logs, maps, drawings, plans, specifications, diaries, interpretations, notes and calibrations, for a period of ten (10) years following final payment under this Agreement or until final conclusion of any litigation or administrative proceeding arising under or materially concerning this Agreement or the Services, and shall provide KB unrestricted access to such items and dispose of them only as directed by KB. All documents provided by SUBCONSULTANT pursuant to this Agreement are instruments of service of SUBCONSULTANT, and SUBCONSULTANT shall retain an ownership and property interest therein (including the right of reuse) until KB has made payment to SUBCONSULTANT for such documents pursuant to this Agreement. Notwithstanding the foregoing, upon termination of this Agreement or at an earlier time if KB requests, SUBCONSULTANT will deliver to KB any data, materials or information received or generated in the performance of this Agreement. Except to the extent required by law or government order, or as expressly permitted by the prior written consent of KB, SUBCONSULTANT agrees not to disclose any third party data, information, or documentation obtained, created, compiled, or prepared (in whatever form) by SUBCONSULTANT in connection with the performance of Services under this Agreement or any Services Authorization issued hereunder. SUBCONSULTANT and its SUBCONSULTANTs will not use or designate for use in connection with the Services any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price without KB's prior written approval. SUBCONSULTANT agrees to indemnify KB against any cost or expense incurred in connection with the payment of such license, fee or royalty in the event that KB' prior approval is not obtained and SUBCONSULTANT shall defend any suit or proceeding brought against KB based on a claim that

any item or part of an item furnished under this Agreement constitutes an infringement of any patent, trademark, service mark, or copyright, and shall pay all damages and costs awarded against KB or required to be paid in settlement of the claim. If the use of an item or part of an item is enjoined, SUBCONSULTANT shall at its own expense either procure for KB the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so that it becomes non-infringing.

14. **Governing Law/ Severability and Waiver**. Governing law shall be as set forth in the prime contract between KB and its Client. In the absence of such provision, the laws of the State in which the Site is located shall govern this Agreement and the legal relations of the parties. No waiver of the terms, conditions, or covenants of this Agreement shall be binding and effective unless the same shall be in writing, signed by both parties. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written, or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by KB and SUBCONSULTANT. No other waiver, alteration, or modification of any provision in this Agreement will be binding on either party. Any course of prior dealings or usage of the trade not expressly incorporated in this Agreement shall not be binding on either party. The parties represent and warrant that each has had the opportunity to review and negotiate the terms of this Agreement, with the benefit of counsel if desired, and agree that any ambiguity shall not be construed against the drafter.

16. **Non-Solicitation**. During the period commencing on the Effective Date of the Agreement and ending one year following the termination of Agreement, for whatever cause, neither party shall, without the other party's prior written consent, directly or indirectly, solicit or encourage any person to leave the employment or other service of the other party or its affiliates. During the period commencing on the date hereof through and ending one year following the termination of this Agreement, for whatever cause, neither party will, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the other party or its affiliates with a tenant, co-investor, co-developer, joint venturer or other customer of the other party or its affiliates.

17. **Dispute Resolution**. Except for SUBCONSULTANT's breach of Section 16 of this Agreement, if a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, the parties agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in its costs, and that neither party will commence a civil action until after the completion of the initial mediation session.

RESOLUTION NO. 47.25

TO AWARD BID FOR ROTTERDAM POLICE DEPARTMENT VEHICLE MAINTENANCE AND REPAIRS

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on, December 27, 2024, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk on December 11, 2024, for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ROTTERDAM POLICE DEPARTMENT VEHICLE MAINTENANCE AND REPAIRS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for the purchase of Rotterdam Police Department Vehicle Maintenance and Repairs, to Precision Service and Repair, LLC, located at 1100 Wedgewood Heights, Schenectady, New York 12006, at the mutual consent of both the Town and Precision Service and Repair, LLC, according to the individual pricing in the attached bidding documents, commencing January 1, 2025 through December 31, 2026.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of the bid prices are on file in the Town Clerk's Office.

SECTION 3. This resolution shall become effective January 1, 2025

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 27, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Award vehicle repair and maintenance services bid to Precision Service and Repair, LLC for a two-year period commencing January 1, 2025 thru December 31, 2026 for Rotterdam Police Department vehicles.

TOWN BOARD MEETING: January 1, 2025

Background Information: The Rotterdam Police Department's contract for vehicle repair and maintenance services expires on December 31, 2024. An invitation for bids was posted on BidNet on December 13, 2024 and closed on December 27, 2024 at 10:00am. Precision Service and Repair, LLC submitted the lowest responsible bid for services.

Evaluation/Analysis: N/A

Recommendation(s): Award bid to Precision Service and Repair, LLC for a two-year period beginning January 1, 2025 and running through December 31, 2026.

Attachment/Document(s): Bid Proposal from Precision Service and Repair, LLC

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law section 103

LEGISLATION WILL BE PREPARED BY: RPD

Precision Service and Repair, LLC

Town of Rotterdam

Request for Bids

Rotterdam Police Department
Vehicle Maintenance and Repairs

Bid Opening:

December 27, 2024

@ 10:00 a.m.

TOWN OF ROTTERDAM BID FORM:

Rotterdam Police Department Vehicle Maintenance and Repairs

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

Sealed bids for the furnishing of all labor and/or material necessary for the Town of Rotterdam Police Department Vehicle Maintenance and Repairs will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until **10:00 a.m.** local time on **Friday December 27, 2024,** at which time and place they will be publicly opened and read aloud.

ITEM I – ADVERTISEMENT

1. Automotive service, preventative maintenance, and repair work on police vehicles shall be given priority service over others. All repairs are to be made within twenty-four (24) hours, unless the bidder notifies and receives approval from the Chief of Police or his/her designee that additional time is necessary. If the work is not completed in a timely manner, the Town reserves the rights to utilize another vendor for the repair.

2. Vehicles required to be kept overnight for work shall be secure indoors. The bidder will be responsible for any and all damage incurred while the vehicle is in their possession.

3. All automotive service, preventative maintenance, and vehicle repairs shall be completed using parts that either meet or exceed the manufacturer's recommendation. All parts and materials will be supplied and/or purchased by the bidder as an agent of the Town. Where applicable state contracts or fleet rates shall be utilized. The bidder agrees to bill all necessary parts and materials at 35% over vendor cost, with no additional handling charge or mark-up.

4. All repairs must be accompanied by a complete invoice detailing the repair, number of hours required to perform the work and a list of parts and/or material. No work exceeding ($200.00) two hundred dollars is to be performed without the prior approval of the Chief of Police or his/her designee. The bidder can only charge for actual time spent on a repair. At a minimum, 15 minutes of labor can be charged.

5. Records of all vehicles will be kept on a computer file and will be designated by unit number, year, make, model, VIN# and plate #. All services, repairs, parts and materials, labor hours as well as shipping costs, parts prices and repair rates are to be listed subtotaled and totaled at the end of invoice for final cost of repair. With the exception of services and repairs listed as A, B and C on the final page of the bid. All labor billed must be in compliance with either NATIONAL SERVICE ALL DATA PRO FLAT RATE DATA TIME SYSTEM and/or MITCHELL ESTIMATING MANUAL and/or CHILTON LABOR GUIDE. The invoice shall then be dated and duplicated. One invoice is to accompany the vehicle at time of pickup or delivery and a second copy will be sent with the monthly vouchers.

6. There will be a ninety (90) day warranty on all work performed. All parts shall have a manufacturer's warranty where applicable. If none is available the bidder must provide a ninety (90) day warranty. The bidder is responsible for determining whether a manufacturer's warranty is in effect. If the bidder fails to do so they will be responsible for any charges incurred, which would have been covered by warranty. Any work that is deemed inferior or unacceptable by the Chief of Police or his/her designee shall be corrected at no additional cost to the Town.
7. Bidder must employ at least one A.S.E. Certified· Technician and must attach documentation of certification to bid proposal.
8. Service must be available at a minimum of Monday through Friday 9:00 a.m. to 5:00 p.m.
9. Bidders shall be licensed by the State of New York for both repair work and the ability to complete the New York State inspection service.
10. Bidders must have an established business within a ten (10) mile radius of the Rotterdam Police Headquarters. Consideration may be given to businesses that operate within the jurisdictional boundaries of the Town of Rotterdam. ·
11. Transmissions will be serviced by a pressurized system which pumps out the old transmission fluid and replaces it with new fluid.
12. Radiators will be serviced by a pressurized system which pumps out the old radiator fluid and replaces it with new radiator fluid.

ITEM II- INTENT

1. The specifications listed are intended for police vehicle maintenance used by the Rotterdam Police Department.
2. We are requesting these bids for Police Vehicle Maintenance and Repairs for the calendar years 2025 and 2026. Prices must be for the complete length of the contract.

ITEM III- BID FORMAT

1. We are requesting each bidder to submit a bid offering an hourly rate for services.

ITEM IV -GENERAL BIDDER INFORMATION

1. No bid will be considered unless the bidder can meet the following conditions:
   a) Bidder must guarantee all work must be done properly and without damage to vehicle. If such faults develop, the fault shall be replaced and/or repaired without cost to the Town of Rotterdam.
   b) Bidder must expressly understand and agree to:

SECTION 103 OF THE GENERAL MUNICIPAL LAW - WAIVER OF IMMUNITY (CHAPTER 675) - LAWS OF 1966 - It is expressly understood and agreed that upon refusal of the bidder or any agent or employee of the bidder, when called before a Grand Jury to testify concerning any transaction of bid with the State of New York any political subdivision thereof, a public authority thereof or a waiver of immunity against subsequent prosecution to answer any relevant questions concerning such transaction or bid, shall cause the cancellation termination of this bid and the municipality shall be liable the bidder only for goods delivered or work done prior to the time of said cancellation.

SECTION 220-3-(b) OF THE LABOR LAW - NON, DISCRIMINATION - Neither contractor nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of

work under, this contract on account of race, creed, color, sex or national origin.

SECTION 109 OF THE GENERAL MUNICIPAL LAW - NON- ASSIGNABILITY - The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of contractor's power to execute this contract, to any other person or corporation without the previous consent in writing of the owner.

TOWN OF ROTTERDAM BID PROPOSAL:
Rotterdam Police Department Vehicle Maintenance and Repairs

The entire bid is strictly in accordance with the specification set forth in the bid documents herein. NOTE: Any questions should be submitted in writing to Deputy Chief William Male, Town of Rotterdam Police Department wmale@rotterdamny.org

Hourly Labor Rate: $85.00

Signature

Precision Service and Repair, LLC
Name of Company or Corporation

1100 Wedgewood Heights
Address

Schenectady ny 12306
City *State* *Zip*

precisionserviceandrepairLLC@gmail.com
Email & Telephone

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

*If submitting bid in person or by mail, **please write bid title on the outside envelope** and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.*

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on December 27, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. December 27, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

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

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

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

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

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

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

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: Precision Service and Repair, LLC

Signed by: Joseph Upser Title: Owner

Signature: [signature] Date: 12/16/24

Email: PrecisionServiceAndRepairLLC@gmail.com

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

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

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, 20__.

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ 12/16/24

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm: Precision Service And Repair, LLC

Signed by: Joseph Unser Title: Owner

Signature: _____ Date: 12/16/24

RESOLUTION NO. 48.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FISCAL ADVISORS & MARKETING, INC. FOR ADMINISTRATIVE AND FINANCIAL ADVICE SERVICES FOR THE SEWER DISTRICT NO. 2 PROJECT

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 Fiscal Advisors & Marketing, Inc., located at 5 North Avenue, LeRoy, New York 14482, for administrative services related to the Clean Water State Revolving Fund (CWSRF) and Water Infrastructure Improvement Act (WIIA) administered under the NYS Environmental Facilities Corporation (NYSEFC) and for financial advice and services relating to the issuance of Bond Anticipation Notes for the Client's Sewer District No. 2 project, in an amount not to exceed twenty four thousand five hundred and 00/100 ($24,500.00) dollars.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 27, 2024

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Authorization to enter into an agreement with Fiscal Advisors and Marketing, Inc.

TOWN BOARD MEETING: January 1, 2025

Background Information: The Town is in need of financial assistance related to Sewer District Project and is looking fiscal advice and management related to NYS Environmental Facilities Corporation (NYSEFC) financing using short-term notes (BAN).

Evaluations/Analysis: Fiscal Advisors will assist with review of project funding required and NYSEFC funding with short term BAN as well as advise the timelines related to principal and interest payments and any applicable reporting requirements as they related to NYSEFC.

Recommendation: Authorize the agreement for services.

Attachment/Document(s): Financial Advisory Services Agreement

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

FISCAL ADVISORS & MARKETING, INC.

Municipal Advisors to Local Governments

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement ("Agreement"), entered into as of January 1, 2025, ("Effective Date"), is between the Town of Rotterdam, Schenectady County, New York ("Client") and Fiscal Advisors & Marketing, Inc. ("Fiscal Advisors") (collectively referred to herein as the "Parties").

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to administrative services relating to the Clean Water State Revolving Fund (CWSRF) and Water Infrastructure Improvement Act (WIIA) administered under the NYS Environmental Facilities Corporation (NYSEFC) and to financial advice and services relating to the issuance of Bond Anticipation Notes (the "Securities") for the Client's Sewer District No. 2 project, pursuant to the terms of this Agreement:

1. ISSUANCE DESCRIPTION. Client intends to issue Securities from time to time during the term of this engagement (the "Issuance").

2. SCOPE OF SERVICES. Client hires Fiscal Advisors to provide the services set forth in Appendix A attached hereto ("Services"). All services described in Appendix A are hereby incorporated by reference and the scope of Fiscal Advisor's engagement under the terms of this Agreement shall be solely limited to the Services. Client acknowledges that prior to the Effective Date that Fiscal Advisors has not provided any advice, recommendations or guidance with respect to the Issuance and that, to the extent any prior communications have occurred between Client and Fiscal Advisors relative to the Issuance, any such communications have been limited to communications involving general information relative to the Issuance.

3. COMPENSATION. As compensation for the provisions of Services, Client hereby agrees to compensate Fiscal Advisors in accordance with Fiscal Advisors' Fee Schedule attached hereto as Appendix B ("Compensation"). Any modification to the fee schedule made in accordance with this Agreement will become effective upon the date and time mutually agreed upon by the Parties.

4. TERM AND TERMINATION. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice provided, however, that in the event of termination of any such engagement, Fiscal Advisors reserves the right to receive a portion of Compensation based upon the services rendered under this Agreement up to and including the date of termination.

5. AGREEMENT TO PROVIDE INFORMATION. Client agrees to provide Fiscal Advisors with complete and accurate information as shall be deemed necessary by Fiscal Advisors for the performance of Services, which may include the provision of financial statements, budgets, and other relevant documents. Client further agrees to not intentionally omit any material information and agrees to not provide any misleading information relevant to Fiscal Advisors' provision of Services or in response to a request from Fiscal Advisors.

6. BILLING STATEMENT. Client will receive an invoice upon closing of the Issuance, upon the provision of other services charged on an hourly basis, or upon cancellation of the Issuance or termination of this Agreement as provided in Section 4 for services conducted for the Issuance up to and including the date of cancellation or termination based on actual work performed, as described in Appendix B. Payment shall be due and payable within thirty (30) days of the invoice date.

7. OUT-OF-POCKET EXPENSES. Fiscal Advisors will not charge for out-of-pocket expenses.

8. INDEMNITY. Client hereby agrees to indemnify Fiscal Advisors and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys' fees) incurred or assessed arising out of, or in connection with, Fiscal Advisors' acceptance, administration, or performance of its duties hereunder, except such as may arise from Fiscal Advisors' own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

9. AMENDMENT. This Agreement constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the Parties; provided, however, that changes to Appendix C may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature, and modifications or amendments to Appendix B or changes to or the provision of the fees for any particular transaction or issuance type may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature. Fiscal Advisors agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

10. HEADINGS. The headings of the various sections in this Agreement are inserted for the convenience of the Parties and shall not affect the meaning, construction or interpretation of this Agreement.

11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York. Any suit or legal proceeding brought pursuant to, touching upon, relating to, or otherwise arising out of this Agreement or performance hereunder will be brought solely in the County of Onondaga, New York.

12. CLIENT EDUCATION AND PROTECTION. Fiscal Advisors is a registered municipal advisor with both the Securities and Exchange Commission (#866-00478-00) and the Municipal Securities Rulemaking Board ("MSRB") (#K0191). The website address for the MSRB is www.msrb.org, where you may find a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

13. DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION. Client acknowledges receipt of those disclosures set forth and contained within Appendix C attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with Fiscal Advisors and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts and authorizes Fiscal Advisors to provide those services described herein. Client further agrees that in the event Fiscal Advisors shall provide any additional disclosures, that such disclosures may be provided to Client's Supervisor or designated signatory and any such additional disclosures shall be deemed to be a part of this Agreement as if fully set forth herein.

14. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, via facsimile transmission or otherwise, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK	**FISCAL ADVISORS & MARKETING, INC.**
By: _____	By: Andrew B. Watkins, CIPMA
Signature: _____	Signature: Andrew B. Watkins
Title: _____	Title: Municipal Advisor

APPENDIX A – SERVICES

1. FINANCING PLAN. Fiscal Advisors will develop a financing plan that will include recommendations with respect to the timing of the Securities sale, a maturity schedule, redemption features, and other terms required to market the Securities.

2. RECOMMENDATIONS AND REVIEW OF SECURITIES TYPE. Upon the written request of Client, Fiscal Advisors shall review the financing type selected by Client. Unless specifically requested by Client, in writing, Fiscal Advisors shall assume that Client has already conducted an analysis of the suitability of a particular financing type and shall be under no duty to investigate and/or advise Client of alternatives to the proposed financing structure that are then suitable to Client.

3. OFFICIAL STATEMENT PREPARATION. Fiscal Advisors will assist in preparing the Preliminary and Final Official Statement (collectively the "Official Statement") based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Official Statement; it is not responsible for independently verifying the information provided by the Client or any third party for inclusion in the Official Statement and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information; and Fiscal Advisors may rely on the Client's or any such third party's review of the Official Statement with regard to the accuracy thereof.

4. PRIVATE PLACEMENT MEMORANDUM PREPARATION. When appropriate, Fiscal Advisors will assist Client in preparing a private placement memorandum or other necessary offering document necessary to complete such financings. Fiscal Advisors will prepare the private placement memorandum based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the private placement memorandum; it is not responsible for independently verifying the information provided by the Client or any third party for inclusion in the private placement memorandum and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information; and Fiscal Advisors may rely on the Client's or any such third party's review of the private placement memorandum with regard to the accuracy thereof.

5. RATING ANALYSIS AND PREPARATION. When appropriate, Fiscal Advisors shall assist Client with the rating process. Upon written request of Client, Fiscal Advisors will analyze the overall credit conditions of Client including the probable impact of any potential financing plan on the credit rating of Client, and Fiscal Advisors may assist Client official(s) in their preparation for the rating interview with rating agency personnel, which may occur at the office(s) of the rating agency(ies). Upon request of Client, Fiscal Advisors will meet or engage in discussions with rating agencies to review Client's financing plans.

6. CREDIT ENHANCEMENT. When appropriate, Fiscal Advisors will make recommendations as to the suitability of municipal bond insurance for an offering. Fiscal Advisors will take into consideration the requirements for insurance and likelihood that a particular offering would qualify. When appropriate, Fiscal Advisors will also make recommendations as to the suitability of other forms of credit enhancements that might be available to Client, if any.

7. METHOD OF SALE. Fiscal Advisors shall provide advice with respect to the method of sale (i.e., competitive bid, negotiated underwriting or private placement). For a competitive sale, Fiscal Advisors shall assist in preparing necessary bidding documents and offering materials, including the notice

of sale and *Bond Buyer* publication, as applicable. For a negotiated sale, Fiscal Advisors shall prepare, as applicable and requested, a request for proposals, appraise the proposals received, make recommendations as to the firm to be selected, and finalize the terms of the sale to reflect Client's best interest.

8. MARKET ANALYSIS. In order to appropriately advise Client on the establishment of a desirable sale date and to keep Client abreast of the cost of the financing plan under development, Fiscal Advisors shall monitor the following:

a. General conditions and trends in the economy;
b. Capital market conditions including the imposition of any unusual restraints on monetary supply by the Federal Reserve System;
c. The prices of municipal issues recently sold in the primary market; and

9. PAYING AGENT OR TRUSTEE & ESCROW AGENT SELECTION. Fiscal Advisors shall assist Client in selection a Paying Agent or Trustee & Escrow Agent, as applicable.

10. MATHEMATICAL COMPUTATIONS. Fiscal Advisors will oversee preparation of maturity and other schedules showing mathematical results of the sale and/or pricing.

11. ATTENDANCE AT MEETINGS. At the request of Client, Fiscal Advisors shall attend Client meetings to explain the status of the Issuance.

12. CLOSING. For competitive transactions, Fiscal Advisors will prepare a memo or similar document showing the expected or required fund transfers to be received by Client at closing. Fiscal Advisors will apply for CUSIP numbers as requested by Client or as required by MSRB rules.

13. NYSEFC CWSRF and WIIA.

a. Fiscal Advisors' Municipal Advisor(s) will review project budget, timeline and cash flow needs to recommend amount to borrow (BAN) prior to closing on short term financing.
b. Attend any necessary meetings with the Client's Local Officials and Agency Representatives to coordinate funding and project initiatives, as applicable.
c. Prepare sewer exclusion application to OSC, as applicable.
d. Assist with any missing items/documents to EFC for CWSRF and WIIA.
e. Review EFC Exhibits for CWSRF and WIIA for short-term funding.
f. Review key components in the project financing agreement (PFA) from NYSEFC for CWSRF and WIIA.
g. Arrange for pay-off of BAN after closing on short-term financing with NYEFC CWSRF, and WIIA.
h. Complete the NYSEFC Disbursement Cost Summary and Supplemental Certificate Forms on an as need basis to requisition CWSRF and WIIA for project costs.
i. Fiscal Advisors' Municipal Advisor(s) will calculate principal payment(s) due in short-term financing and advise of the amount to budget.
j. Assist with any NYSEFC MWBE reporting, as applicable.
k. Fiscal Advisors will work in conjunction with NYSEFC, Engineers, Local Counsel, Bond Counsel and Client on the appropriate filling of cost documentation, amendments, change orders and reporting of project progress in an effective manner to utilize all appropriate funding sources available to meet cash flow needs of the Client and project completion.

The services provided under this Agreement are limited to the services described herein unless amended or supplemented in accordance with this Agreement or as otherwise agreed to in writing by Fiscal Advisors.

APPENDIX B – FEE SCHEDULE

SERVICE		FEES
SHORT-TERM FINANCINGS:		
Bond Anticipation Notes		
Par amount:		
Up to $1,000,000 (Notice of Sale)	$	1,801
$1,000,001 to $5,000,000 (Official Statement)	$	6,792
(Note fee increases based on size - $500 per every $1 million above $5 million)		
NOT-TO-EXCEED BUDGET AMOUNT:	$	24,500
HOURLY FEE:	$	230
SEWER EXCLUSION APPLICATION FEE, as applicable:	$	2,500

Fee Schedule Notes:

Actual Fees will be based on actual work performed, including for issues that do not close or if Agreement is terminated prior to closing. Fees may be affected by additional hourly fees charged for additional services specifically requested by the Client.

This fee schedule is proprietary information provided to the Client only; ***it is not for dissemination.***

Fees may adjust yearly based on Consumer Price Index (CPI) beginning January 1, 2026, and annually thereafter.

The fees shown above are only for the services provided by Fiscal Advisors. The Client may also incur charges from (including, but not limited to) Bond Counsel, Rating Agency (as applicable), and Premier Printing, Inc. for printing/mailing services/the electronic publication or distribution of offering documents. Client is not obligated to use Premier Printing, Inc., and Premier Printing, Inc. will provide Client an estimate of charges for its services upon request.

The not-to-exceed budget amount includes the fee for a bond anticipation note issuance, sewer exclusion application (as applicable) and administrative services for EFC-CWSRF and WIIA. The bond anticipation note issuance and sewer exclusion application (as applicable) fees will be invoiced lump sum and billed upon services rendered. All other administrative work will be billed at the hourly rate and invoiced quarterly.

APPENDIX C - DISCLOSURE OF CONFLICTS OF INTEREST

OTHER MATERIAL CONFLICTS OF INTEREST

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about material conflicts of interest. The following represent Fiscal Advisors material conflicts of interest known to Fiscal Advisors as of the date of this Agreement.

Affiliated Entities. Most securities issuances will require the services of a financial printer and/or the electronic distribution of the Official Statement, Notice of Sale and/or offering documents. In connection with these requirements, Fiscal Advisors utilizes Premier Printing, Inc., an affiliate of Fiscal Advisors, to print, mail and electronically post, or cause the posting of, applicable documents. Client is not obligated to use Premier Printing, Inc., and Premier Printing, Inc. will provide Client an estimate of charges for its services upon request and will bill separately for its services.

Armory Associates, LLC is an affiliate of Fiscal Advisors that provides valuations for Other Post-Employment Benefits, and may provide these services to you under separate contract for which it receives separate compensation. In addition, valuations provided by Armory Associates, LLC may be reported in your official statements, continuing disclosure, or other documents (either separately or as part of your audited financial statements). These valuations may affect a creditor's or investor's assessment of your financial position or credit strength. Client is not obligated to use Armory Associates, LLC, and Armory Associates, LLC will provide Client an estimate of charges for its services upon request and will bill separately for its services.

With respect to all of the above conflicts, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own**.** These conflicts are further mitigated by several factors. Fiscal Advisors discloses to Client the nature of its relationship with each of its affiliates and will remain fully responsive at all times during the course of the engagement to inquiries by Client regarding any specific details or concerns regarding such relationship. Further, in the event that Fiscal Advisors makes a recommendation to Client that could influence the level of business with an affiliate, Fiscal Advisors will, at the request of Client, provide an analysis of potential alternatives to such recommendation and the relative benefits and costs of the recommendation and any such alternatives. Finally, neither Fiscal Advisors' nor any affiliate's separate engagement with Client is conditioned on Client maintaining its relationship with any other such party, further mitigating any potential conflict that could result if Fiscal Advisors' services to Client were contingent on Client maintaining an engagement with an affiliate.

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of compensation; potential conflicts. The fees to be paid by the Client to Fiscal Advisors are partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Fiscal Advisors may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Fiscal Advisors may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fixed fee. Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and

the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the Municipal Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a Municipal Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

With respect to each of the compensation conflicts described above, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

REQUIRED REGULATORY DISCLOSURES

Fiscal Advisors is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

As part of its SEC registration, Fiscal Advisors is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions,

customer complaints, arbitrations and civil litigation involving Fiscal Advisors. Pursuant to MSRB Rule G-42, Fiscal Advisors is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Fiscal Advisors or the integrity of its management or advisory personnel. Fiscal Advisors has determined that no such event exists.

Copies of Fiscal Advisors' filings with the SEC, including Fiscal Advisors' most recent Form MA and each most recent Form MA-I, can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/search and searching for either Fiscal Advisors & Marketing, Inc. or for our CIK number which is 0001591452.

Fiscal Advisors has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

RESOLUTION NO. 49.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FISCAL ADVISORS & MARKETING, INC. FOR ADMINISTRATIVE AND FINANCIAL ADVICE SERVICES FOR THE WATER DISTRICT NO. 5 PROJECT

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 Fiscal Advisors & Marketing, Inc., located at 5 North Avenue, LeRoy, New York 14482, for administrative services related to the Drinking Water State Revolving Fund (DWSRF) administered under the NYS Environmental Facilities Corporation (NYSEFC) and for financial advice and services relating to the issuance of Bond Anticipation Notes for the Client's Water District No. 5 project, in an amount not to exceed twenty four thousand five hundred and 00/100 ($24,500.00) dollars.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 27, 2024

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Authorization to enter into an agreement with Fiscal Advisors and Marketing, Inc.

TOWN BOARD MEETING: January 1, 2025

Background Information: The Town is in need of financial assistance related to Water District 5 Improvement Project and is looking fiscal advice and management related to NYS Environmental Facilities Corporation (NYSEFC) financing using short-term notes (BAN).

Evaluations/Analysis: Fiscal Advisors will assist with review of project funding required and NYSEFC funding with short term BAN as well as advise the timelines related to principal and interest payments and any applicable reporting requirements as they related to NYSEFC.

Recommendation: Authorize the agreement for services.

Attachment/Document(s): Financial Advisory Services Agreement

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

FISCAL ADVISORS & MARKETING, INC.

Municipal Advisors to Local Governments

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement ("Agreement"), entered into as of January 1, 2025, ("Effective Date"), is between the Town of Rotterdam, Schenectady County, New York ("Client") and Fiscal Advisors & Marketing, Inc. ("Fiscal Advisors") (collectively referred to herein as the "Parties").

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to administrative services relating to the Drinking Water State Revolving Fund (DWSRF) administered under the NYS Environmental Facilities Corporation (NYSEFC) and to financial advice and services relating to the issuance of Bond Anticipation Notes (the "Securities") for the Client's Water District No. 5 project, pursuant to the terms of this Agreement:

1. ISSUANCE DESCRIPTION. Client intends to issue Securities from time to time during the term of this engagement (the "Issuance").

2. SCOPE OF SERVICES. Client hires Fiscal Advisors to provide the services set forth in Appendix A attached hereto ("Services"). All services described in Appendix A are hereby incorporated by reference and the scope of Fiscal Advisor's engagement under the terms of this Agreement shall be solely limited to the Services. Client acknowledges that prior to the Effective Date that Fiscal Advisors has not provided any advice, recommendations or guidance with respect to the Issuance and that, to the extent any prior communications have occurred between Client and Fiscal Advisors relative to the Issuance, any such communications have been limited to communications involving general information relative to the Issuance.

3. COMPENSATION. As compensation for the provisions of Services, Client hereby agrees to compensate Fiscal Advisors in accordance with Fiscal Advisors' Fee Schedule attached hereto as Appendix B ("Compensation"). Any modification to the fee schedule made in accordance with this Agreement will become effective upon the date and time mutually agreed upon by the Parties.

4. TERM AND TERMINATION. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice provided, however, that in the event of termination of any such engagement, Fiscal Advisors reserves the right to receive a portion of Compensation based upon the services rendered under this Agreement up to and including the date of termination.

5. AGREEMENT TO PROVIDE INFORMATION. Client agrees to provide Fiscal Advisors with complete and accurate information as shall be deemed necessary by Fiscal Advisors for the performance of Services, which may include the provision of financial statements, budgets, and other relevant documents. Client further agrees to not intentionally omit any material information and agrees to not provide any misleading information relevant to Fiscal Advisors' provision of Services or in response to a request from Fiscal Advisors.

6. BILLING STATEMENT. Client will receive an invoice upon closing of the Issuance, upon the provision of other services charged on an hourly basis, or upon cancellation of the Issuance or termination of this Agreement as provided in Section 4 for services conducted for the Issuance up to and including the date of cancellation or termination based on actual work performed, as described in Appendix B. Payment shall be due and payable within thirty (30) days of the invoice date.

7. OUT-OF-POCKET EXPENSES. Fiscal Advisors will not charge for out-of-pocket expenses.

8. INDEMNITY. Client hereby agrees to indemnify Fiscal Advisors and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys' fees) incurred or assessed arising out of, or in connection with, Fiscal Advisors' acceptance, administration, or performance of its duties hereunder, except such as may arise from Fiscal Advisors' own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

9. AMENDMENT. This Agreement constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the Parties; provided, however, that changes to Appendix C may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature, and modifications or amendments to Appendix B or changes to or the provision of the fees for any particular transaction or issuance type may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature. Fiscal Advisors agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

10. HEADINGS. The headings of the various sections in this Agreement are inserted for the convenience of the Parties and shall not affect the meaning, construction or interpretation of this Agreement.

11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York. Any suit or legal proceeding brought pursuant to, touching upon, relating to, or otherwise arising out of this Agreement or performance hereunder will be brought solely in the County of Onondaga, New York.

12. CLIENT EDUCATION AND PROTECTION. Fiscal Advisors is a registered municipal advisor with both the Securities and Exchange Commission (#866-00478-00) and the Municipal Securities Rulemaking Board ("MSRB") (#K0191). The website address for the MSRB is www.msrb.org, where you may find a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

13. DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION. Client acknowledges receipt of those disclosures set forth and contained within Appendix C attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with Fiscal Advisors and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts and authorizes Fiscal Advisors to provide those services described herein. Client further agrees that in the event Fiscal Advisors shall provide any additional disclosures, that such disclosures may be provided to Client's Supervisor or designated signatory and any such additional disclosures shall be deemed to be a part of this Agreement as if fully set forth herein.

14. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, via facsimile transmission or otherwise, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK	**FISCAL ADVISORS & MARKETING, INC.**
By: _____	By: Andrew B. Watkins, CIPMA
Signature: _____	Signature: Andrew B. Watkins
Title: _____	Title: Municipal Advisor

APPENDIX A – SERVICES

1. FINANCING PLAN. Fiscal Advisors will develop a financing plan that will include recommendations with respect to the timing of the Securities sale, a maturity schedule, redemption features, and other terms required to market the Securities.

2. RECOMMENDATIONS AND REVIEW OF SECURITIES TYPE. Upon the written request of Client, Fiscal Advisors shall review the financing type selected by Client. Unless specifically requested by Client, in writing, Fiscal Advisors shall assume that Client has already conducted an analysis of the suitability of a particular financing type and shall be under no duty to investigate and/or advise Client of alternatives to the proposed financing structure that are then suitable to Client.

3. OFFICIAL STATEMENT PREPARATION. Fiscal Advisors will assist in preparing the Preliminary and Final Official Statement (collectively the "Official Statement") based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Official Statement; it is not responsible for independently verifying the information provided by the Client or any third party for inclusion in the Official Statement and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information; and Fiscal Advisors may rely on the Client's or any such third party's review of the Official Statement with regard to the accuracy thereof.

4. PRIVATE PLACEMENT MEMORANDUM PREPARATION. When appropriate, Fiscal Advisors will assist Client in preparing a private placement memorandum or other necessary offering document necessary to complete such financings. Fiscal Advisors will prepare the private placement memorandum based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the private placement memorandum; it is not responsible for independently verifying the information provided by the Client or any third party for inclusion in the private placement memorandum and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information; and Fiscal Advisors may rely on the Client's or any such third party's review of the private placement memorandum with regard to the accuracy thereof.

5. RATING ANALYSIS AND PREPARATION. When appropriate, Fiscal Advisors shall assist Client with the rating process. Upon written request of Client, Fiscal Advisors will analyze the overall credit conditions of Client including the probable impact of any potential financing plan on the credit rating of Client, and Fiscal Advisors may assist Client official(s) in their preparation for the rating interview with rating agency personnel, which may occur at the office(s) of the rating agency(ies). Upon request of Client, Fiscal Advisors will meet or engage in discussions with rating agencies to review Client's financing plans.

6. CREDIT ENHANCEMENT. When appropriate, Fiscal Advisors will make recommendations as to the suitability of municipal bond insurance for an offering. Fiscal Advisors will take into consideration the requirements for insurance and likelihood that a particular offering would qualify. When appropriate, Fiscal Advisors will also make recommendations as to the suitability of other forms of credit enhancements that might be available to Client, if any.

7. METHOD OF SALE. Fiscal Advisors shall provide advice with respect to the method of sale (i.e., competitive bid, negotiated underwriting or private placement). For a competitive sale, Fiscal Advisors shall assist in preparing necessary bidding documents and offering materials, including the notice

of sale and *Bond Buyer* publication, as applicable. For a negotiated sale, Fiscal Advisors shall prepare, as applicable and requested, a request for proposals, appraise the proposals received, make recommendations as to the firm to be selected, and finalize the terms of the sale to reflect Client's best interest.

8. MARKET ANALYSIS. In order to appropriately advise Client on the establishment of a desirable sale date and to keep Client abreast of the cost of the financing plan under development, Fiscal Advisors shall monitor the following:

a. General conditions and trends in the economy;
b. Capital market conditions including the imposition of any unusual restraints on monetary supply by the Federal Reserve System;
c. The prices of municipal issues recently sold in the primary market; and

9. PAYING AGENT OR TRUSTEE & ESCROW AGENT SELECTION. Fiscal Advisors shall assist Client in selection a Paying Agent or Trustee & Escrow Agent, as applicable.

10. MATHEMATICAL COMPUTATIONS. Fiscal Advisors will oversee preparation of maturity and other schedules showing mathematical results of the sale and/or pricing.

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j. Assist with any NYSEFC MWBE reporting, as applicable.
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the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the Municipal Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a Municipal Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

With respect to each of the compensation conflicts described above, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

REQUIRED REGULATORY DISCLOSURES

Fiscal Advisors is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

As part of its SEC registration, Fiscal Advisors is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions,

customer complaints, arbitrations and civil litigation involving Fiscal Advisors. Pursuant to MSRB Rule G-42, Fiscal Advisors is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Fiscal Advisors or the integrity of its management or advisory personnel. Fiscal Advisors has determined that no such event exists.

Copies of Fiscal Advisors' filings with the SEC, including Fiscal Advisors' most recent Form MA and each most recent Form MA-I, can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/search and searching for either Fiscal Advisors & Marketing, Inc. or for our CIK number which is 0001591452.

Fiscal Advisors has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

RESOLUTION NO. 50.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with MCSPCA, located at 1232 State Highway 5S, Amsterdam, New York 12010, for the sheltering of dogs as required by state and local laws, in the amount not to exceed eighteen thousand and 00/100 ($18,000.00) dollars commencing January 1, 2025 through December 31, 2026.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

Montgomery County Society for the Prevention of Cruelty to Animals and
Town of Rotterdam
Dog Shelter Service Agreement
January 1, 2025 to December 31, 2026

THIS AGREEMENT is made pursuant to the provisions of Article 7 of the Agriculture and Markets Law for the State of New York, by and between the Town of Rotterdam, a municipal corporation in the State of New York hereinafter referred to as "Town" and the Montgomery County Society for the Prevention of Cruelty to Animals, Inc., herein after referred to as the "MCSPCA", a not-for-profit corporation, created and existing under and by virtue of the laws of the State of New York and having its office and principal place of business located at 1232 State Highway 5s, City of Amsterdam, County of Montgomery and the State of New York.

IT IS AGREED AS FOLLOWS:

1. The MCSPCA will provide and maintain a shelter for all dogs, taken into custody by the Town's Animal Control Officer under any provision of Article 7 of the Agriculture and Market Laws or any Town Ordinance and properly care for such dogs until as provided in the above State Law they are redeemed, adopted or subject to euthanasia.

2. The Town shall be responsible for the costs of necessary medical treatment by a veterinarian of any animal during the mandatory statutory holding period of five (5) days for licensed and unlicensed dogs. After the five days the MCSPCA will take custody of the animal.

3. The MCSPCA shelter shall at all times during the period of this agreement be under the care and charge of a competent employee and shall be open to the public at reasonable hours:
   Wednesday through Sunday: 12:00 PM to 4:00 PM
   Monday and Tuesday: Closed
   Legal holidays and emergencies excluded.

4. The MCSPCA shelter shall be accessible to the Town's Animal Control Officer on a twenty-four (24) hour basis. During the hours when the shelter is not open to the public it shall be accessible only for the purpose to leave animals at the shelter. It shall be the responsibility of the MCSPCA to ensure that at least one (1) temporary holding kennel is available at the close of each business day.

5. The MCSPCA shall make every effort to ensure that space is available for animals brought to the MCSPCA by the Town. Should the MCSPCA be unable to provide housing due to contagious disease or overpopulation, the MCSPCA shall not be responsible to reimburse the Town for expenses associated with finding alternate housing facilities. It shall be the responsibility of the MCSPCA to notify the Town when there is no available shelter space. The MCSPCA will then notify the Town of the first available space so that the dog can be relocated to the MCSPCA as soon as possible.

6. The MCSPCA will assist all police agencies in the investigation of alleged cases of animal cruelty occurring in the Town when those cases are reported to its duly appointed agents by written complaints, signed by those making the complaint.

7. The MCSPCA will follow the provisions of Article 7 of the Agriculture and Market Laws and any rules and regulations promulgated pursuant thereto in relation to the seizure, holding, care, redemption and disposition of seized dogs.

8. The MCSPCA will file and maintain a complete record of any seizure and subsequent disposition of any dog in the shelter's care in the manner prescribed by the Commissioner of Agriculture and Market required by Article 7.

9. The MCSPCA will remit to the Fiscal Officer of the Town any fees collected by it in the performance of this contract to which the Town is entitled pursuant to Article 7 of the Agriculture and Market Laws. Without limiting the foregoing, the MCSPCA will collect the Town's redemption fee from each dog owner that redeems a dog from the MCSPCA and shall remit such Town's redemption fees to the Town's Fiscal Officer.

10. The MCSPCA will provide and maintain a shelter for any dog deemed dangerous by the municipal judge or justice and taken into custody by the Town's Animal Control Officer or Town's Law Enforcement under any provision of Article 7 of the Agriculture and Market Laws Section 123 or any Town Ordinance. The MCSPCA shall properly care for such dog until the dog is removed from the MCSPCA's premises by the Town's Animal Control Officer or the Town's Law Enforcement. The Town shall be responsible for necessary medical care and transportation of dangerous dogs to a veterinarian for treatment during the holding period. The Town will be charged the amount of fifty (50) dollars per day for each dog deemed dangerous at the MCSPCA.

11. The MCSPCA will provide and maintain a shelter for any dog required to be quarantined for a 10-Day Bite Hold. The MCSPCA shall properly care for such dogs until the dog is removed from the MCSPCA's premises by the Town's Animal Control Officer or Law Enforcement. The Town will be charged the amount of fifty (50) dollars per day for each dog held on a 10-Day Bite Hold at the MCSPCA.

12. The Town in consideration of the performance by the MCSPCA of the terms of this agreement, hereby agrees to pay the MCSPCA the sum of four hundred (400) dollars per euthanasia and cremation of each dog plus eighteen thousand doilars ($18,000) per year in four (4) quarterly installments to be paid as follows:

    $4,500 by March 1, 2025 and March 1, 2026
    $4,500 by June 1, 2025 and June 1, 2026
    $4,500 by September 1, 2025 and September 1, 2026
    $4,500 by December 1, 2025 and December 1, 2026

13. The terms of this Agreement shall commence on January 1, 2025 and end on December 31, 2026 for a period of twenty-four (24) months.

14. Either party to this agreement may terminate this agreement in full by providing a written notice of such termination at least sixty (60) days prior to the termination date. Both parties to this agreement also agree that modifications may be made at any time by written agreement of both parties.

15. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach.

16. The invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of the Agreement or the remainder of such section. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to the fullest extent of the law.

17. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws.

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

TOWN OF ROTTERDAM

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

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

BY: _____ DATE: 12/26/24
Maureen Rossi, President of the Board of Directors

RESOLUTION NO. 51.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HOVAK ENTERPRISES, LLC FOR CONSULTING AND TECHNICAL IT SERVICES

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 Jason Hovak of Hovak Enterprises LLC, located at 150 Clizbe Avenue, Amsterdam, New York 12010, for consulting and technical services of the Town's Information Technology environment, at the hourly rate of $140, not to exceed a total cost of fifty-eight thousand two hundred forty 00/100 ($58,240.00) dollars for the year 2025.

SECTION 2. This resolution shall become effective on January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

2025 Professional Services Agreement

Town of Rotterdam
December 27, 2024

Overview

The Town of Rotterdam has asked Jason Hovak of Hovak Enterprises, LLC to provide consulting and technical services to facilitate continued operation of its Information Technology (IT) environment. These professional services will include advanced engineering for staff development, system enhancement, and ongoing maintenance and support. This document outlines the scope of work for this engagement and related terms.

Scope

This project consists of the following tasks:

Operational Optimization – Focus will be placed on restructuring and streamlining the current information technology support model to one that more closely meets town operational requirements. Internal resources and documentation will be standardized and augmented to eliminate duplication of effort and promote increased efficiency. Local resources and existing vendors will be engaged as necessary to facilitate any changes to the IT organization. Meetings with existing support vendors will be conducted as scheduled and required to help unify departmental goals.

Management Assistance – Assistance directing town information technology resources will be provided, concentrating attention based on need and defining tasks according to skill set. Existing personnel will be included in operational and strategic discussions providing unit cohesion and singular vision. Hands on practical training will be conducted with IT staff, providing a better understanding of the environment, business requirements, and industry best practices.

Support and Remediation – Issues arising outside of the scope of the current vender support contract will be addressed as needed. Any remediation that can be implemented with local resources in whole or in part will be coordinated and managed to utilize local skill sets to their maximum extent. In addition, any recommended or necessary enhancements will attempt to prioritize town personnel to the best of their ability, at a minimum involving personnel in the deployment process as part of ongoing staff development.

The success of this project relies on cooperation from current vendors in the form of unrestricted administrative access and site-specific documentation for town systems under their management. Any significant alterations to configurations will be coordinated with vendors currently holding responsibility for system maintenance. Services will be scheduled to ensure minimal impact to town employees and business operations whenever possible.

Cost

This engagement is for the duration of the 2025 calendar year and will consist of 416 hours of engineering time invoiced at a reduced hourly rate of $140/hour. The total cost of the project shall not exceed $58,240 without written customer consent.

Services will be scheduled and rendered during normal business hours, 8AM-6PM Monday through Friday. Unscheduled services rendered during non-business hours will be billed at a rate 1.5 times the normal hourly rate. Beyond the initial 416 hours, there is no commitment to additional time. On written request engineering time may be added at the negotiated rate of $140/hour. The customer is not responsible for travel expenses.

Executed time will be invoiced monthly and upon project completion. Payment terms are net 30 days from date of invoice. All overdue payments shall bear interest from the first day of the month following the month in which the payment was due, at the rate of fifteen percent (15%), or the highest contractual rate permitted by applicable law, whichever is lower.

Terms

The following terms are associated with this engagement:

- All services performed by Hovak Enterprises, LLC are in the manner of an independent contractor. Hovak Enterprises, LLC will be responsible for all applicable employee taxes.
- All services will be provided in a skillful manner according to those standards generally prevailing among consultants performing similar services. Any warranty with regard to product (hardware or software) will be provided by the manufacturer of same.
- The client will provide all hardware necessary for this engagement.
- The client will provide all necessary software and licensing for this engagement.
- The customer shall be held harmless from any claims, liabilities, losses, expenses, or damages caused by the services performed by Hovak Enterprises, LLC or the work delivered under these terms infringing any copyright, trade secret, or any other proprietary right of any third party.
- Hovak Enterprises, LLC will not be liable for incidental, special, punitive, indirect, or consequential damages including loss of data, its use, or lost profits or other economic damages.
- Hovak Enterprises, LLC, at its sole expense, shall procure and maintain such policies for commercial liability, malpractice, and other insurance as shall be necessary, a certificate of which the client may be provided a copy of, to protect against a claim of liability.
- Each party acknowledges that in the course of work there will be exposure to information that is proprietary and confidential in nature. Such information shall be held in the strictest confidence and not discussed or disclosed to any third party.
- Either party may terminate this Agreement at any time upon thirty (30) days prior written notice, upon five (5) days written notice of default, or immediately upon a party's filing for bankruptcy or insolvency protection.
- These terms and the accompanying scope set forth the understanding of both parties with respect to subject matter hereof and is binding upon both parties. The agreement may only be amended by signature of both parties.
- These terms shall be governed by and construed in accordance with the laws of the State of New York.

- Neither party will be held liable to the other for failures or delays arising out of conditions beyond each party's control including fire, riots, storms, electrical failures, and acts of God or similar occurrences.

Approval

Please indicate acceptance of this scope of work and its terms as outlined in this document.

Client Signature	Jason Hovak
Date	1/1/2025 Date
Print Name	Jason Hovak, Owner Hovak Enterprises, LLC 150 Clizbe Avenue Amsterdam, New York 12010 (518) 595-9550 jhovak@hovak.com
Title	

RESOLUTION NO. 52.25

TO APPOINT VARIOUS MEMBERS TO THE TOWN OF ROTTERDAM 'TOWN SUPERVISOR POSITION ADVISORY COMMITTEE'

WHEREAS, the Town of Rotterdam passed Resolution 452.24 on December 11, 2024 which established a "Town Supervisor Position Advisory Committee" to study and make recommendations regarding the Town Supervisor Position; and

WHEREAS, the Town of Rotterdam Town Supervisor Position Advisory Committee shall be comprised of five (5) members, to serve a term of approximately 180 days; and

WHEREAS, per Resolution 452.24 each member of the Town Board shall be granted one appointment to the Committee which shall include at least one individual from each of the major political parties represented in the Town; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Bruce Bonacquist, Robert Mallozzi, Matthew Tiscione, Megan Griffin, and John DeGeorgio, as members of the Town of Rotterdam Town Supervisor Position Advisory Committee for a 180-day term, commencing January 1, 2025 through June 30, 2025 to carry out the duties listed in Resolution 452.24.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 452.24

TO ESTABLISH AN ADVISORY COMMITTEE TO STUDY AND MAKE RECOMMENDATIONS REGARDING THE TOWN SUPERVISOR POSITION

WHEREAS, the Town Board of the Town of Rotterdam recognizes the importance of evaluating the structure and effectiveness of its local government; and

WHEREAS, the Town Board wishes to consider the potential transition of the Town Supervisor position from a part-time two-year term to a full-time four-year term; and

WHEREAS, the Town Board desires to establish an advisory committee to study this matter and provide recommendations; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Establishment of Advisory Committee: There is hereby established a five-member Advisory Committee on the Town Supervisor Position (hereinafter "the Committee").

SECTION 2. Purpose: The Committee shall study and make recommendations to the Town Board concerning the potential transition of the Town Supervisor position from a part-time two-year term to a full-time four-year term.

SECTION 3. Composition: Each member of the Town Board shall be granted one appointment to the Committee. The Committee shall include at least one individual from each of the major political parties represented in the Town.

SECTION 4. Term: Once all members of the committee have been appointed the Committee shall have 180 days to complete its work and submit its recommendations to the Town Board.

SECTION 5. Duties and Responsibilities: The Committee shall conduct a comprehensive study of the Town Supervisor position, including its current duties, responsibilities, and compensation, work with the Association of Towns of the State of New York for guidance and information, conduct a survey of surrounding municipalities to determine:

- The term and salary of their respective supervisors,
- The population and budget of each municipality,
- For full-time positions, when the position became full-time and the current salary,

and analyze the potential impact of transitioning to a full-time, four-year term on the Town's governance and budget, and prepare a written report of its findings and recommendations for the Town Board.

SECTION 6. Applicable Laws: The Committee shall conduct its work in accordance with all applicable New York State laws, including but not limited to New York State Town Law, particularly Article 3 regarding town officers and Article 4 regarding town board; New York State Municipal Home Rule Law, particularly Article 2 regarding the powers of local governments to adopt and amend local laws; New York State Open Meetings Law (Public Officers Law, Article 7); and New York State Freedom of Information Law (Public Officers Law, Article 6).

SECTION 7. Public Meetings and Records: All meetings of the Committee shall be open to the public, and records of the Committee shall be subject to the Freedom of Information Law.

SECTION 8. Advisory Nature: The recommendations of the Committee shall be advisory in nature and not binding on the Town Board.

SECTION 9. Resources: The Town Board authorizes the Committee to utilize reasonable Town resources necessary to carry out its duties, subject to approval by the Town Supervisor.

SECTION 10. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office of the Town Clerk
Schenectady, County

RESOLUTION NO. 53.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

seconded by Councilmember _____**,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the December 11, 2024 Town Board meeting as attached.

SECTION 2. This resolution shall become effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 16, 2024
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST**:** To adopt meeting minutes from the December 11, 2024, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: **January 1, 2025**

TO BE PLACED ON TOWN BOARD MEETING OF: **January 1, 2025**

Background Information: Attached. To adopt the meeting minutes from the **December 11, 2024, Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **January 1, 2025.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

December 16, 2024

Certified Resolutions: #449.24-#482.24 for the year 2024 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, 12306 that was held Wednesday, December 11, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:40 p.m. and was adjourned at approximately 6:51 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Agenda Meeting. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:41 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

December 11, 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

449.24 Accepting Town Board meeting minutes. Pg. 5

450.24 To appoint a police officer. Pg. 34

451.24 To appoint a police sergeant. Pg. 40

452.24 To establish an advisory committee to study and make recommendations regarding the Town Supervisor position. Pg. 46

453.24 To accept revenue for Town Clerk's office for November 2024. Pg. 49

454.24 To negotiate and execute an agreement with EMTS NY LLC for the purchase of automated external defibrillators. Pg. 55

455.24 To approve budget transfers to the 2024 budget. Pg. 60

456.24 To authorize the purchase of one pickup truck for the Highway Department. Pg. 64

457.24 Authorize stipulation of settlement with BJ's Warehouse Club Inc. Pg. 80

458.24 Authorize stipulation of settlement with Columbia Altamont LLC. Pg. 86

459.24 To award bid for Rotterdam Police Department Car Wash Services. Pg. 92

460.24 To award bid for Rotterdam Police Department Uniform and Civilian Clothing Dry Cleaning. Pg. 102

461.24 To accept bid and award contract for Installation of New Fencing Off Kings Road. Pg. 112

462.24 To accept and award bid for Water District No. 5 Leak Detection Survey Phase 3, 4, & 5. Pg. 132

463.24 To reject all bids for Rotterdam Police Department Vehicle Maintenance and Repairs. Pg. 201

464.24 Request for bids for Rotterdam Police Department Vehicle Maintenance and Repairs. Pg. 203

465.24 Request for bids for Chlorine Gas. Pg. 221

466.24 Request for bids for Sodium Hexametaphosphate. Pg. 238

467.24 To declare police bicycles obsolete. Pg. 255

468.24 To establish the new job title of Stormwater Program Coordinator between the Town of Rotterdam and Schenectady County Civil Service. Pg. 258

469.24 Appointing Mary Barrie to the position of Stormwater Program Coordinator – Part Time. Pg. 268

470.24 To Declare Lead Agency for SEQR review on a Change of Zone for ±1.82 acres from Agricultural (A-1) to Two Family Residential (R-2) located along Fort Hunter Road and the terminus of Valentine Drive. Pg. 274

471.24 To call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone request on ±1.82 acres from Agricultural (A-1) to Two Family Residential (R-2) located along Fort Hunter Road and the terminus of Valentine Drive. Pg. 280

472.24 To Declare Lead Agency for SEQR review on a Change of Zone for ±3.07 acres from Agricultural (A-1) to General Business (B-2) located along Old Mariaville Road. Pg. 300

473.24 To call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone request on ±3.07 acres from Agricultural (A-1) to General Business (B-2) located along Old Mariaville Road. Pg. 317

474.24 To Declare Lead Agency for SEQR review on a Change of Zone for ±2.41 acres from Single Family Residential (R-1) to Multiple Family (R-3) located at 759 Peter Road. Pg. 330

475.24 To call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone Request on ±2.41 acres from Single Family Residential (R-1) to Multiple Family (R-3) located at 759 Peter Road. Pg. 336

476.24 To authorize property and casualty insurance renewal agreements for 2025. Pg. 361

477.24 To accept and award the proposal and agreement for the Natural Resources Inventory Project to Hudsonia Ltd. Pg. 404

478.24 To adopt a SEQR Negative Declaration on a Change of Zone application on ±17.3 acres from Agricultural (A-1) to General Business (B-2) located at 900 & 880 Duanesburg Road. Pg. 414

479.24 To Enact Local Law No. 24 of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2) located at 900 & 880 Duanesburg Road. Pg. 589

480.24 To authorize the Supervisor to negotiate and execute an agreement with Buspatrol America LLC for implementation of the School Bus Stop Arm Enforcement Program. Pg. 627

481.24 To negotiate and execute an agreement with TLT Sealcoating, Inc. for paving. Pg. 669

482.24 To amend the 2025 Adopted Town Budget. Pg. 676

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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 449.24

ACCEPTING TOWN BOARD MEETING MINUTES

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 adopts the minutes of the Special Town Board Meeting of November 26, 2024, as attached.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 450.24

TO APPOINT A POLICE OFFICER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Matthew E. Radom of Glenville, New York is hereby appointed to the position of Police Officer, probationary, full-time, with full employee benefits and subject to pre-employment background checks, at an annual salary of sixty-nine thousand twenty-three and 88/100 ($69,023.88) commencing January 2, 2025.

SECTION 2. This resolution shall be effective January 2, 2025.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 451.24

TO APPOINT A POLICE SERGEANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Patrolman Eric Armstrong is hereby promoted and appointed to the position of Sergeant 2nd, probationary, with full employee benefits, at annual salary of one hundred four thousand three-hundred ninety-seven and 19/100 ($104,397.19) dollars commencing December 30, 2024.

SECTION 2. This resolution shall be effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 452.24

TO ESTABLISH AN ADVISORY COMMITTEE TO STUDY AND MAKE RECOMMENDATIONS REGARDING THE TOWN SUPERVISOR POSITION

WHEREAS, the Town Board of the Town of Rotterdam recognizes the importance of evaluating the structure and effectiveness of its local government; and

WHEREAS, the Town Board wishes to consider the potential transition of the Town Supervisor position from a part-time two-year term to a full-time four-year term; and

WHEREAS, the Town Board desires to establish an advisory committee to study this matter and provide recommendations; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Establishment of Advisory Committee: There is hereby established a five-member Advisory Committee on the Town Supervisor Position (hereinafter "the Committee").

SECTION 2. Purpose: The Committee shall study and make recommendations to the Town Board concerning the potential transition of the Town Supervisor position from a part-time two-year term to a full-time four-year term.

SECTION 3. Composition: Each member of the Town Board shall be granted one appointment to the Committee. The Committee shall include at least one individual from each of the major political parties represented in the Town.

SECTION 4. Term: Once all members of the committee have been appointed the Committee shall have 180 days to complete its work and submit its recommendations to the Town Board.

SECTION 5. Duties and Responsibilities: The Committee shall conduct a comprehensive study of the Town Supervisor position, including its current duties, responsibilities, and compensation, work with the Association of Towns of the State of New York for guidance and information, conduct a survey of surrounding municipalities to determine:

- The term and salary of their respective supervisors,
- The population and budget of each municipality,
- For full-time positions, when the position became full-time and the current salary,

and analyze the potential impact of transitioning to a full-time, four-year term on the Town's governance and budget, and prepare a written report of its findings and recommendations for the Town Board.

SECTION 6. Applicable Laws: The Committee shall conduct its work in accordance with all applicable New York State laws, including but not limited to New York State Town Law, particularly Article 3 regarding town officers and Article 4 regarding town board; New York State Municipal Home Rule Law, particularly Article 2 regarding the powers of local governments to adopt and amend local laws; New York State Open Meetings Law (Public Officers Law, Article 7); and New York State Freedom of Information Law (Public Officers Law, Article 6).

SECTION 7. Public Meetings and Records: All meetings of the Committee shall be open to the public, and records of the Committee shall be subject to the Freedom of Information Law.

SECTION 8. Advisory Nature: The recommendations of the Committee shall be advisory in nature and not binding on the Town Board.

SECTION 9. Resources: The Town Board authorizes the Committee to utilize reasonable Town resources necessary to carry out its duties, subject to approval by the Town Supervisor.

SECTION 10. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 453.24

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

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **GALLUCCI,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of November 2024, has been placed on file and the town clerk's check in the amount of four thousand two hundred eighty six dollars and 76/100 ($4,286.76) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective December 11, 2024

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 454.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH EMTS NY LLC FOR THE PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATORS

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 an agreement with EMTS NY, LLC, located at P.O. Box 103 Delanson, New York 12053, for the supply and certification of Automated External Defibrillators, as described in the attached quote dated 10/04/2024, to be installed in each Town of Rotterdam designated building, in the amount not to exceed nineteen thousand, ninety nine and 90/100 ($19,099.90) dollars, to be paid out of each designated building equipment line.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 455.24

TO APPROVE BUDGET TRANSFERS TO THE 2024 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for **2024** are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
S2	S28110 4270	FROM:	Miscellaneous	-369.70
S2	S28110 4100	INTO:	Office Supplies	+272.00
S2	S28110 4163	INTO:	Safety Clothing Supply	+82.00
S2	S28120 4270	INTO:	Miscellaneous	+15.70
HWY	DA5110 4703	FROM:	Hwy Rental	-12,000.00
HWY	DA5110 4705	FROM:	Blacktop	-23,000.00
HWY	DA5110 4710	FROM:	Drainage	-13,000.00
HWY	DA5142 4720	FROM:	HWY Sand	-6,239.82
HWY	DA5110 2000	INTO:	Equipment	+54,239.82

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 456.24

TO AUTHORIZE THE PURCHASE OF ONE PICKUP TRUCK FOR THE HIGHWAY DEPARTMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of one 2024 Ford F-350 XL pickup truck for the Highway Department, from Metro Ford Inc, located at 3601 State Street, Schenectady, New York 12304, with compliance under NYS contract, in the amount not to exceed fifty-four thousand, two hundred thirty-nine and 82/100 ($54,239.82) dollars.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 457.24

AUTHORIZE STIPULATION OF SETTLEMENT WITH BJS WAREHOUSE CLUB INC.

WHEREAS, the Town of Rotterdam has litigated this Article 7, Real Property Tax Certiorari proceeding with BJ's Warehouse Club Inc., regarding real property taxes upon the premises located at 70 W Campbell Rd., SBL 48.5-3-10.12 for 2024; and

WHEREAS, the Town's tax certiorari defense counsel, the attorney for the Petitioner, and the Assessor have conferenced this matter and agreed, subject to Town Board approval, to a reduction of assessed value for the above-referenced year, from eight million six hundred seventy five thousand and 00/100 dollars ($8,675,000.00) to six million five hundred seventy two thousand forty hundred eighty and 00/100 dollars ($6,572,480.00) for the property located at 70 W Campbell Rd., SBL 48.5-3-10.12 for 2024, with RPTL 727 to apply in accordance with its terms to the 2024 tax roll assessed value established hereunder; and

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

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 authorizes the Beebe Law Firm to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter BJ's Warehouse Club Inc v. Town of Rotterdam, et al., Index Number 2024-1548, Article 7 Real Property Tax Certiorari proceedings for the tax year 2024 consistent with the terms set forth above.

SECTION 2. This resolution shall become effective December 11, 2024

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 458.24

AUTHORIZE STIPULATION OF SETTLEMENT WITH COLUMBIA ALTAMONT LLC

WHEREAS, the Town of Rotterdam has litigated this Article 7, Real Property Tax Certiorari proceeding with Columbia Altamont LLC, regarding real property taxes upon the premises located at 1925 Curry Rd., SL 59.9-7-1 in 2020 and 2021; and

WHEREAS, the Town's tax certiorari defense counsel, the attorney for the Petitioner, and the Assessor have conferenced this matter and agreed, subject to Town Board approval, to a reduction of assessed value for the above-referenced years, from one million seven hundred forty thousand and 00/100 dollars ($1,740,000.00) to one million five hundred forty thousand and 00/100 dollars ($1,540,000.00) for the property located at 1925 Curry Rd., SL 59.9-7-1 in 2020 and 2021; and

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

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 Beebe Law Firm to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter Columbia Altamont LLC v. Town of Rotterdam, et al., Index Number 2020-0823 and 2021-1462, Article 7 Real Property Tax Certiorari proceedings for the tax years 2020 and 2021 consistent with the terms set forth above.

SECTION 2. This resolution shall become effective December 11, 2024

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 459.24

TO AWARD BID FOR ROTTERDAM POLICE DEPARTMENT CAR WASH SERVICES

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on, December 4, 2024, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk on December 2, 2024, for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ROTTERDAM POLICE DEPARTMENT CAR WASH SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for the purchase of Rotterdam Police Department Car Wash Services, to Colonial Car Wash, located at 1530 Altamont Ave, Rotterdam, New York 12303, at the mutual consent of both the Town and Colonial Car Wash, according to the pricing in the attached bidding documents, commencing January 1, 2025, through December 31, 2026.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of the bid prices are on file in the Town Clerk's Office.

SECTION 3. This resolution shall become effective December 11, 2024

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 460.24

TO AWARD BID FOR ROTTERDAM POLICE DEPARTMENT UNIFORM AND CIVILIAN CLOTHING DRY CLEANING

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on, December 4, 2024, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk on December 2, 2024, for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ROTTERDAM POLICE DEPARTMENT UNIFORM AND CIVILIAN CLOTHING DRY CLEANING

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for the purchase of Rotterdam Police Department Uniform And Civilian Clothing Dry Cleaning, to Smith's Dry Cleaning Delivery Service, located at 2568 Western Avenue, Apt. 3-08, Altamont, New York 12009, at the mutual consent of both the Town and Smith's Dry Cleaning Delivery Service, according to the individual pricing in the attached bidding documents, commencing January 1, 2025 through December 31, 2026.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of the bid prices are on file in the Town Clerk's Office.

SECTION 3. This resolution shall become effective December 11, 2024

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 461.24

TO ACCEPT BID AND AWARD CONTRACT FOR INSTALLATION OF NEW FENCING OFF KINGS ROAD

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on December 4, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

INSTALLATION OF NEW FENCING OFF KINGS ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Installation of New Fencing Off Kings Road for the Town of Rotterdam to AFSCO Fence Supply Co., located at PO Box 98, Latham, New York 12110, with a bid amount not to exceed six thousand nine hundred and 00/100 ($6,900.00) dollars.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices is on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 462.24

TO ACCEPT AND AWARD BID FOR WATER DISTRICT NO. 5 LEAK DETECTION SURVEY PHASE 3, 4, & 5

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

WATER DISTRICT NO. 5 LEAK DETECTION SURVEY PHASE 3, 4 & 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 does hereby accept and award the bid for Water District No. 5 Leak Detection Survey Phase 3, 4, & 5 for the Town of Rotterdam to Consulting Engineering Inc., located at 19655 Tanbark Lane, Strongsville, Ohio 44149, at the mutual consent of both the Town and Consulting Engineering Inc.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 463.24

TO REJECT ALL BIDS FOR ROTTERDAM POLICE DEPARTMENT VEHICLE MAINTENANCE AND REPAIRS

WHEREAS, pursuant to notice duly published according to Section 103 of the General Municipal Law, the Town Board of the Town of Rotterdam on the 2nd day of December 2024, at 10:30a.m. publicly opened and read all bid proposals received by the Town of Rotterdam for Rotterdam Police Department Vehicle Maintenance and Repairs; and

WHEREAS, the Town Board of the Town of Rotterdam wishes to reject all bids received in response to said call for bids on November 13, 2024, because it was determined there were discrepancies for bidders to properly respond; and

WHEREAS, the Town Board wishes to reject all bids on December 11, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **DODSON**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby reject all bids received on December 2, 2024, in response to the call for bids for Rotterdam Police Department Vehicle Maintenance and Repairs for the Town of Rotterdam.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 464.24

REQUEST FOR BIDS FOR ROTTERDAM POLICE DEPARTMENT VEHICLE MAINTENANCE AND REPAIRS

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 call for bids for Rotterdam Police Department Vehicle Maintenance and Repairs.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by December 27, 2024, at 10:00 a.m., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ROTTERDAM POLICE DEPARTMENT VEHICLE MAINTENANCE AND REPAIRS

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

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 10:00 A.M., DECEMBER 27, 2024

All handling costs (mail, delivery services, printing etc.) shall be the responsibility of the bidder. The Town Board reserves the right to reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: December 11, 2024
BidNet: Please publish on December 13, 2024
Daily Gazette: Please publish on December 13, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 465.24

REQUEST FOR BIDS FOR CHLORINE GAS

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 call for bids for Chlorine Gas.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by January 3, 2025, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

CHLORINE GAS

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

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 10:00 A.M., JANUARY 3, 2025

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

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

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

DATED: December 11, 2024
BidNet: Please publish on December 13, 2024
Daily Gazette: Please publish on December 13, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 466.24

REQUEST FOR BIDS FOR SODIUM HEXAMETAPHOSPHATE

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 call for bids for Sodium Hexametaphosphate.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by January 3, 2025, at 10:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

SODIUM HEXAMETAPHOSPHATE

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

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 10:15 A.M., JANUARY 3, 2025

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

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

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

DATED: December 11, 2024
BidNet: Please publish on December 13, 2024
Daily Gazette: Please publish on December 13, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 467.24

TO DECLARE POLICE BICYCLES OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, on the advice and recommendation of the Rotterdam Police Department, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal or auction:

- Raleigh Talus 4.0 (Serial # U12XK42278)
- Raleigh F500 (Serial # AC8L07304)
- Raleigh F500 (Serial # AC8L06892)

SECTION 2. This resolution shall be effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 468.24

TO ESTABLISH THE NEW JOB TITLE OF STORMWATER PROGRAM COORDINATOR BETWEEN THE TOWN OF ROTTERDAM AND SCHENECTADY COUNTY CIVIL SERVICE

WHEREAS, on November 19, 2024, the Schenectady County Civil Service Commission voted to establish the title of Stormwater Program Coordinator in the Town of Rotterdam in the non-competitive class of civil service; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby establishes the position of Stormwater Program Coordinator, a position in the non-competitive class of Civil Service.

SECTION 2. This resolution shall become effective December 11, 2024

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 469.24

APPOINTING MARY BARRIE TO THE POSITION OF STORMWATER PROGRAM COORDINATOR – PART TIME

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Mary Barrie of Schenectady, New York, is hereby appointed to the position of Stormwater Program Coordinator, part time, with no employee benefits, at an hourly rate of thirty-five ($35.00) dollars, commencing January 1, 2025.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 470.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE FOR ±1.82 ACRES FROM AGRICULTURAL (A-1) TO TWO FAMILY RESIDENTIAL (R-2) LOCATED ALONG FORT HUNTER ROAD AND THE TERMINUS OF VALENTINE DRIVE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) on a Change of Zone from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision on a ±1.82-acre parcel on vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 471.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±1.82 ACRES FROM AGRICULTURAL (A-1) TO TWO FAMILY RESIDENTIAL (R-2) LOCATED ALONG FORT HUNTER ROAD AND THE TERMINUS OF VALENTINE DRIVE

WHEREAS, the Town Board passed Resolution No. 411.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±1.82 acres from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision on vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3; and

WHEREAS, the Planning Commission, on November 19, 2024, issued a positive recommendation on the change of zone requested by the applicant; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on December 11, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 8th day of January 2025 for the following purpose:

> 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 ±1.82 acres from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision on vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3.

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

DATED: December 11, 2024
Daily Gazette: Please publish once on December 13, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 472.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE FOR ±3.07 ACRES FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED ALONG OLD MARIAVILLE ROAD

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 declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) on a Change of Zone request on ±3.07 acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings compromising four parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 473.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±3.07 ACRES FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED ALONG OLD MARIAVILLE ROAD

WHEREAS, the Town Board passed Resolution No. 422.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±3.07-acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings compromising four parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11; and

WHEREAS, the Planning Commission, on December 3, 2024, issued a positive recommendation on the change of zone requested by the applicant; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on December 11, 2024; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 8th day of January 2025 for the following purpose:

> 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 ±3.07-acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings compromising four parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11.

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

DATED: December 11, 2024
Daily Gazette: Please publish once on December 13, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 474.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE FOR ±2.41 ACRES FROM SINGLE FAMILY RESIDENTIAL (R-1) TO MULTIPLE FAMILY (R-3) LOCATED AT 759 PETER ROAD

THEREFORE, UPON MOTION OF Councilmember **DODSON,**
seconded by Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) on a Change of Zone request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located on the property known as 759 Peter Road, Tax Map No. 59.20-1-1.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

SECTION 3. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 475.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±2.41 ACRES FROM SINGLE FAMILY RESIDENTIAL (R-1) TO MULTIPLE FAMILY (R-3) LOCATED AT 759 PETER ROAD

WHEREAS, the Town Board passed Resolution No. 423.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located on the property known as 759 Peter Road, Tax Map No. 59.20-1-1; and

WHEREAS, the Planning Commission, on November 19, 2024, issued a negative recommendation on the change of zone requested by the applicant; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on December 11, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **MASTROIANNI**,
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 8th day of January 2025 for the following purpose:

> 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 ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located on the property known as 759 Peter Road, Tax Map No. 59.20-1-1.

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

DATED: December 11, 2024
Daily Gazette: Please publish once on December 13, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 476.24

TO AUTHORIZE PROPERTY AND CASUALTY INSURANCE RENEWAL AGREEMENTS FOR 2025

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 agreements for insurance coverage for the year 2025 consistent with the proposal dated 11/27/2024 from USI Ins. Services LLC, and The Travelers Companies Inc. and its affiliates.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 477.24

TO ACCEPT AND AWARD PROPOSAL AND AGREEMENT FOR THE NATURAL RESOURCES INVENTORY PROJECT TO HUDSONIA LTD

WHEREAS, the Town issued a Request for Proposals (RFP) for Natural Resources Inventory Professional Services on August 4, 2024, with responses due on September 23, 2024; and

WHEREAS, the Town received one response to the RFP from Hudsonia Ltd; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the proposal dated October 24, 2024, to Hudsonia Ltd. Located at P.O. Box 5000, Annadale, New York 12504 for the Natural Resources Inventory Project in the amount not to exceed fifty-six thousand two hundred fifteen and 00/100 ($56,215.00) dollars

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 478.24

TO ADOPT A SEQR NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION ON ±17.3 ACRES FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 900 & 880 DUANESBURG ROAD

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 herby adopts the Negative Declaration dated December 11, 2024, as prepared by the Senior Planner, for a Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction of a ±102,500 square foot BJ's Wholesale Club with associated 8 island fueling stations at 900 Duanesburg Road, Tax Map No. 57-3-7.112, and a ±2,500 square foot retail building with associated drive thru at 880 Duanesburg Road, Tax Map No. 57.7-1-1.2.

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 December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, N.Y.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 479.24

TO ENACT LOCAL LAW NO. 24 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±17.3 ACRES FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 900 & 880 DUANESBURG ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 24 of 2024.

SECTION 2. The enactment of Introductory Local Law No. 24 of 2024 shall be revoked and void, and the previous zoning restrictions shall apply, under the following circumstances:

A) The commencement of construction of the improvements described in any site plan approved by the Town of Rotterdam Planning Commission for 900 & 880 Duanesburg Road has not begun within 24 months after the date of this resolution. The Town Board may extend the 24-month period by future resolution.

B) Substantial progress, as determined by the Town Board in its sole discretion, is not being made without undue interruption after construction has commenced. The Town shall take into account any force majeure (i.e. governmental action, pandemic, natural disaster, or acts of war) that may have caused any interruption of construction activity.

SECTION 3. 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 4. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 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, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 480.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BUSPATROL AMERICA LLC FOR IMPLEMENTATION OF THE SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

THEREFORE, UPON MOTION OF Councilmember **SCHLAG,** seconded by Councilmember **DODSON,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Buspatrol America, LLC, located at 8560 Cinder Bed Road, Suite 100, Lorton, VA 22079, for the implementation of the School Bus Stop Arm Enforcement Program within the Town of Rotterdam, in a manner acceptable to the Town Attorney and the Town of Rotterdam.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 481.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH TLT SEALCOATING, INC. FOR PAVING

THEREFORE, UPON MOTION OF Councilmember **DODSON**, by 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 Town Supervisor to negotiate and execute an agreement with TLT Sealcoating, Inc., 2710 Curry Road, Schenectady, NY 12303 for pavement restoration services in the amount not to exceed twenty-one thousand two hundred and 00/100 ($21,200.00) dollars.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of the Town Clerk
Schenectady, County, NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 482.24

TO AMEND THE 2025 ADOPTED TOWN BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board or the Town of Rotterdam hereby authorizes and approves the amended 2025 Adopted Town Budget.

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 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 December 11, 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 December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office of The Town Clerk
Schenectady, County, NY

RESOLUTION NO. 54.25

TO APPOINT JOHN MERTZ TO THE POSITION OF TOWN JUSTICE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. John Mertz of Rotterdam, New York is hereby appointed to the position of Town Justice, at an annual salary of thirty-nine thousand three hundred ninety and 00/100 ($39,390.00) commencing January 1, 2025.

SECTION 2. This resolution shall be effective January 1, 2025.

DATED: January 1, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

MERTZ LEGAL

ATTORNEYS AT LAW

P.O. Box 7118
The Capitol
Albany, New York 12224-0118
Phone (518) 669-3775
jmertz@mertzlegal.com

December 23, 2024

Supervisor Collins and Rotterdam Town Board Members
1100 Sunrise Blvd, Schenectady, NY 12306

Re: Rotterdam Town Justice Appointment ***Via: Electronic Mail***

Dear Madam Supervisor and Council Members:

I want to take this opportunity to express my interest and your consideration for the appointment to replace exiting Justice James Bradshaw, whom I believe will be stepping down as of January 1, 2025. I am aware that this is a short-term appointment and requires an election to fill the remainder of the seat, which will take place this November. I intend to place myself as a candidate for such a position in the upcoming election.

As you know, I have been fortunate to have served the Town of Rotterdam on the Town Board from approximately 2003 to 2010. Prior to my service on the Town Board, I served as Rotterdam's first Ethics Board Chairman. It has been a privilege and pleasure having served the residents of the Town of Rotterdam as their Council Member and I would be honored to serve as their Town Justice.

The Office of Town Justice plays a pivotal role in upholding the principles of law and justice in our community. As an attorney with 25 years of experience, I bring a wealth of knowledge and a deep understanding of the judicial system, which I am confident will allow me to serve the residents of Rotterdam with distinction. I am well-versed in the responsibilities and operations of the court, ensuring that justice is delivered fairly and impartially. My extensive legal background equips me with the skills necessary to address the issues presented before the court with compassion and integrity. I see no barrier hindering my ability to fulfill this role, and I am committed to fostering public confidence in our Town Court and the broader judicial system.

On a personal note, I have been a resident of the Town of Rotterdam for about 30 years. My wife Annalisa and I have been married for 28 years, and we have raised our two children in this close-knit community, where they have thrived significantly. I am more than happy to present myself and to discuss my qualifications for this position and can provide a resume upon request.

Thank you.

Very truly yours,

John R. Mertz