RESOLUTION NO. 203.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO REDUCE THE ALLOWABLE BUILDING HEIGHT IN THE MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT

WHEREAS, the Town Board passed Resolution No. 189.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend chapter 270, Zoning, of the Town Code to reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on April 24, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby 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 22nd day of May for the following purpose:

> For receipt of comment on the proposed Introductory Local Law No. __ of 2023; To amend chapter 270, Zoning, of the Town Code to reduce the allowable building height to 2 stories up to 30 feet in height in the Main Street/Neighborhood Center (MS/NC) Overlay District.

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

DATED: May 8, 2024
Daily Gazette: Please publish once on May 10, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective May 8, 2024.

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATI□E RE□UEST FORM

DATE:	May 1, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo – Senior Planner
TITLE OF REQ□EST:	Call for Public Hearing to amend the □oning Code for the Town of Rotterdam and reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District.
TOWN BOARD MEETING:	May 8, 2024
Background Information:	Town of Rotterdam Main Street/Neighborhood Center □oning Overlay currently allows buildings to be three stories and up to 45 feet in height. Proposed amendment would reduce the allowable height to 2 stories up to 30 feet in height.
Evaluation/Analysis:	Mixed □se □oning was developed in 2017 as part of the land use update and created the overlay district in areas of the town that contain underutilized and vacant properties to foster redevelopment opportunities. The December 2022 update to the Comprehensive Plan contains recommended actions for the corridor mixed use area. Limiting building heights Main Street/Neighborhood Center □oning to two stories would help to implement these recommendations in the Comprehensive Plan. Request from the Town Board for a Report and Recommendation was sent to the Planning Commission on April 24, 2024. Town Board declared lead agency on April 24, 2024.
Recommendation(s):	Call for a Public Hearing to be held on May 22, 2024
Attachment/Document(s):	Proposed Amendment Main Street/ Neighborhood Center Overlay Town Board Resolution SEQR Short Environmental Assessment Form
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	□pdates to □oning Code Chapter 270
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

Town of Rotterdam, NY
Monday, April 22, 2024

Chapter 270. Zoning

Article VIIIB. MS/NC Main Street/Neighborhood Center Overlay District

§ 270-53.25. Maximum building height.

Where an election has been made to proceed under this article in accordance with § **270-53.21**, the maximum building height shall be ~~three~~ two stories, not exceeding ~~45~~ 30 feet.

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, April 24, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 189.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO REDUCE THE ALLOWABLE BUILDING HEIGHT IN THE MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT; DECLARE LEAD AGENCY AND REFERRING SAME TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, the Town of Rotterdam Main Street/Neighborhood Center Zoning Overlay currently allows buildings to be three stories and up to 45 feet in height; and

WHEREAS, it is desired to reduce the allowable height to 2 stories up to 30 feet in height, to follow the December 2022 update to the Comprehensive Plan which contains recommended actions for the corridor mixed use area; NOW

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 recognizes the introduction of Introductory Local Law __ of 2024; To amend chapter 270, Zoning, of the Town Code to reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District.

SECTION 2. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone to reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District, and authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. The Town Board hereby refers this Introductory Local Law of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. This resolution shall become effective April 24, 2024.

DATED: April 24, 2024

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

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Town of Rotterdam Zoning Code Amendment

Project Location (describe, and attach a location map):
Town of Rotterdam

Brief Description of Proposed Action:
Amend the Zoning Code for the Town of Rotterdam and reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District. Town of Rotterdam Main Street/Neighborhood Center Zoning Overlay currently allows buildings to be three stories and up to 45 feet in height. Proposed amendment would reduce the allowable height to 2 stories up to 30 feet in height.

Name of Applicant or Sponsor:	Telephone: 518-355-7575 x-338
Town of Rotterdam - c/o Peter Comenzo - Senior Planner	E-Mail: pcomenzo@rotterdamny.org

Address:
1100 Sunrise Boulevard

City/PO:	State:	Zip Code:
Rotterdam	New York	12306

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☐	☑
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☐	☐

3. a. Total acreage of the site of the proposed action? _____ acres
   b. Total acreage to be physically disturbed? _____ acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☐

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☐	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☐	☐
If Yes, explain the purpose and size of the impoundment: _____ _____		
~~1~~9. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☐	☐
If Yes, describe: _____ _____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☐
If Yes, describe: _____ _____		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Peter Comenzo Date: April 24, 2024

Signature: Peter Comenzo Title: Senior Planner

PRINT FORM

RESOLUTION NO. 204.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO EXTEND THE EXISTING MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT

WHEREAS, the Town Board passed Resolution No. 154.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to extend the existing Main Street/Neighborhood Center (MS/NC) Overlay District; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on March 27, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby 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 22nd day of May for the following purpose:

> For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to extend the Existing Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady.

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

DATED: May 8, 2024
Daily Gazette: Please publish once on May 10, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective May 8, 2024.

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATI□E RE□UEST FORM

DATE: May 1, 2024

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner PC

TITLE OF REQ□EST: Call for Public Hearing to amend the □oning Code for the Town of Rotterdam to extend the existing Main Street/Neighborhood Center (MS/NC) overlay district from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady.

TOWN BOARD MEETING: May 8, 2024

Background Information: Town of Rotterdam does not currently adequately address Mixed □se Developments in the Guilderland Avenue Corridor north of Curry Road

Evaluation/Analysis: Mixed □se □oning was developed in 2017 as part of the land use update and created the overlay district in a very limited portion of the four corners area. The existing Retail Business (B-1) zone in the Guilderland Avenue corridor limits redevelopment opportunities. Several underutilized and vacant properties in this corridor exist that could benefit from additional flexibility afforded by mixed use zoning. Extending the MS/NC overlay would help to implement these recommendations in the Comprehensive Plan. Request from the Town Board for a Report and Recommendation was sent to the Planning Commission on March 27, 2024. Town Board declared lead agency on March 27, 2024.

Recommendation(s): Call for a Public Hearing to be held on May 22, 2024

Attachment/Document(s): Resolution PC2024-25 Report and Recommendation
Verbatim Minutes April 16, 2024 Planning Commission Meeting
Map Main Street/ Neighborhood Center Overlay District.
Main Street/ Neighborhood Center □oning

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): □pdates to □oning Code Chapter 270

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

"A Nice Place to Live" "A Nice Place to Do Business"

Town of Rotterdam
Office of the Planning Commission

Kimberly Ricker Scannell, Chairman
Peter J. Comenzo, Senior Planner

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

Resolution Number PC 25-2024
Moved by Mrs. Flansburg seconded by Mr. Calder
Applicant: Town of Rotterdam

Resolution Adopting a Report and Positive Recommendation on the Extension of the Main Street/Neighborhood Center Overlay District

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has forwarded a proposed amendment to Chapter 270, entitled "Zoning" to extend the Main Street/Neighborhood Center Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady. Area encompasses ±11.5 acres; and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on April 10, 2024 for a report and recommendation thereon; and

WHEREAS, the Town Planner presented the proposed amendment to the Planning Commission at its regularly scheduled meeting held on April 16, 2024; and

WHEREAS, the Planning Commission reviewed the proposed amendment at its regularly scheduled meeting held on April 16, 2024; and

WHEREAS, the Planning Commission has deliberated on the proposed amendment;

NOW, THEREFORE, upon motion of Member Flansburg, seconded by Member Calder,

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

The Planning Commission hereby adopts the following as its report on the proposed Zoning Code Amendment:

1. The amendment is to Chapter 270, entitled "Zoning" to extend the Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady. The area encompasses ±11.5 acres.

   The MS/NC district was adopted back in 2017 as part of the effort that Town was conducted was to look at the properties in the existing commercial corridors and gateway areas to the town and encourage redevelopment. So, when the MS/NC was adopted, areas were added along Hamburg Street, in Rotterdam Junction, the five corners area, and four corners area of Guilderland Avenue and Curry Road.

The overlay district is not changing the underlying zoning. The underlying zoning will remain B-1 but the overlay district is encouraging redevelopment. It is another tool that allows the Town and developers can utilize and allows for additional options in redevelopment efforts. The MS/NC overlay district allows for retail on the first floor and residential on the second floor. This type of mixed-use development meets the objectives of the Comprehensive Plan for these commercial areas in Town.

Guilderland Avenue is a gateway. There are several vacant properties in this corridor and additional options for mixed residential and commercial use supports several objectives of the Comprehensive Plan.

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a positive recommendation on the proposed request to extend the existing MS/NC overlay district.

3. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

Member	Aye	Nay
Kimberly Ricker Scannell	X	
Mark D'Alessandro	X	
Wayne Calder	X	
Clark Collins	X	
Joseph Signore	X	
Lynn Flansburg	X	
Joseph Miglucci	X	

Peter J. Comenzo
Senior Planner

Kimberly Ricker Scannell
Planning Commission Chairman

3. **Town of Rotterdam – Code Amendment. Report and Recommendation to the Town Board to amend Chapter 270, entitled "Zoning" to extend the Main Street/Neighborhood Center Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady. Area encompasses ±11.5 acres**

Ms. Scannell: Next up on our agenda is Peter is going to give us a little presentation. We have been asked to have a report and recommendation to the Town Board to amend Chapter 270 entitled "Zoning".

Mr. Comenzo: Peter Comenzo – Town Planner. If you look at the back of the agenda there in your packets you will see the Main Street Neighborhood Center Overlay District. Just for a little background, this district was adopted back in 2017 as part of the effort that we had on Hamburg Street to look at the properties on Hamburg Street and encourage redevelopment. So, when this was adopted, we added areas also in Rotterdam Junction and we added some property in the five corners area and we added property at the four corners area of Guilderland Avenue and Curry Road.

The overlay district is not changing the underlying zoning. The underlying zoning will remain B-1 but what the overlay district does is it encourages redevelopment in getting the developers to look at some of these guidelines that are in here and you can see that in the Code in trying to get them to push the building up to the roadway. If you look at both Hamburg Street and Guilderland Avenue there are a lot of similarities of the two where the buildings were constructed in the '50's and a lot of them are really close to the roadway and it gives a little better of connectivity for pedestrians as opposed to having a parking lot in the front and building in the back. It encourages that. It's not required but it tries to encourage that especially if someone is taking a building down and we encourage them to push it up to the roadway. It's really just another tool that allows the Town and developers to look at redevelopment options. It does allow for primarily for retail on the first floor and for residential on the second floor. Similar to the projects that you have seen in Saratoga where you invite folks, pedestrians to walk up and down the street and utilize the commercial tenants there and then on the second floor it would be residential.

In my mind, it's a good thing for Rotterdam to move towards this and address that area. As you know, there's several vacant properties such as an insurance agency that was in there and that is empty right now and that is boarded up, the old Napa was/is a recycling a center and it's vacant now. The old Draper Pharmacy is vacant. The old library is vacant. Sliders, I'm not sure if they are still open but there is obviously opportunities for redevelopment in that area and this would give folks the opportunity to redevelop and any project would have to come before the Planning Commission but it does open that up for potential redevelopment and going through the Planning Commission rather than having going to the Town Board. It makes the process is a little bit easier.

Ms. Scannell: I think redevelopment is a wonderful thing. I personally support this overlay expansion. I believe it meets the metrics for our comprehensive plan. I think additionally, with the recent passing of complete streets, this just adds a little bit more credence to that as well. It kind of shows that we are moving as a town in that direction of more accessibility. I think it's a great idea and I would personally entertain a positive recommendation to the Board.

What do you think Mr. D'Alessandro?

Mr. D'Alessandro: I think it's a great idea and any way we can entice businesses and developers to come in and help our tax base, I think that's great. I really do. I would definitely give a positive recommendation.

Ms. Scannell: Thank you. Mr. Calder?

Mr. Calder: I'm just curious because it's a special project that we're doing now, that area, does that give people that want to come in there a way to get some help getting projects started like Metroplex or something else to work these corridors and to make them work?

Mr. Comenzo: I believe it would bring, I know one of the biggest things is we have sewers there. They can make their properties more developable and more compact as opposed to having to take up a large area for your septic system. I guess Hamburg Street and Guilderland Avenue, there are areas that could really benefit from redevelopment and we are seeing it.

Altamont Avenue as well. We are seeing some positive changes. Altamont Avenue obviously different than Guilderland Avenue and Hamburg Street, but those are the areas we have the infrastructures and the state roads so, there is a potential for redevelopment and I think our current zoning to just have retail business there I don't necessarily see there being the investment in somebody going in…

Mr. Calder: No tax investment or tax possible?

Mr. Comenzo: I think the addition of them being able to put a couple of residential units above retail offsets the costs. There is a lot of small businesses and it's interesting to look at the dynamics of the town and you start looking at Hamburg Street and there is a lot of small businesses on Hamburg Street and they are doing well. A lot of them have been there for a while and they have a very good, tight-knit community. DOT made the investment and the Town made the investment to put the sewer line and we're starting to see projects there and over the next 10 years…

Mr. Calder: I think it's a good thing. I really do.

Mr. Comenzo: …the association is back active again they are having on May 4th, I think it is where the businesses is setting things up. "Inaudible…" he stopped in today and he's very excited and the whole neighborhood has been reaching out to him and knocking on the door when he's there at Joe's Pizza.

Mr. Calder: At Joe's old place?

Mr. Comenzo: Yes.

Mr. Calder: Is he finally going to do something?

Mr. Comenzo: He stopped in today and he's going to open shortly and he also purchased the property where Stewert's is for additional parking. He will be back with that project.

Mr. Calder: Next to Stewart's….

Mr. Collins: Across from the Stewart's.

Mr. Calder: It would be nice to see him finish that up. He's been working on that for many years. Thank you, that is all that I have Peter.

Ms. Scannell: Thank you. Mr. Collins?

Mr. Collins: I agree with everybody. I would give a positive recommendation and we really need it. So, I'm good with it.

Ms. Scannell: Mrs. Flansburg?

Mrs. Flansburg: I would give a positive recommendation as well. Just in reading through it the things that stuck out to me were that promoting a mixture of complementary land uses and including retailers, retail office, commercial uses and it just sounds like this fit with that and just having the flexibility to be able to redevelop what is there or establish something new and use the design guidelines that are in here. I would give it a positive recommendation as well.

Ms. Scannell: Mr. Signore?

Mr. Signore: I'm good.

Ms. Scannell: Mr. Miglucci?

Mr. Miglucci: I think it looks pretty good. It's a great project and the main reason is I want people to know that coming into Rotterdam that they are in the City of Schenectady and driving into Rotterdam. I want Rotterdam to shine above the City of Schenectady, just a personal thing with me, but I take pride in our town and I want people to know that when they are coming into Rotterdam.

Ms. Scannell: I like that. As you know, I think the gateways are important and you are right, that is actually a gateway when people from Schenectady so recognizing that we are in Rotterdam and having businesses to come to and places to live above those business kind of is a great idea.

Do you have any comments or questions about this that we should be paying attention to?

Mr. Valiquette: No, I think Peter already mentioned that we don't need the additional public hearing since we are not changing the underlying zoning itself so, I have no additional comments.

Ms. Scannell: Is there a motion for a positive recommendation on this matter?

Mrs. Flansburg: I'll make that motion.

Ms. Scannell: Is there a second?

Mr. Calder: I'll second it.

Ms. Scannell: Marlo, could you please call the roll.

Ms. Carter: Mr. Collins?

Mr. Collins: Yes.

Ms. Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Ms. Carer: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Ms. Carter: Mr. Calder?

Mr. Calder: Yes.

Ms. Carter: Mr. Signore?

Mr. Signore: Yes.

Ms. Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Ms. Carter: Ms. Scannell?

Ms. Scannell: Yes.

Motion is carried. Before we make a motion to adjourn, the next Planning Commission meeting will be May 7th.

Is there a motion to adjourn?

Mr. Collins: I would like to make a motion to adjourn the meeting.

Ms. Scannell: Is there a second?

Mr. D'Alessandro: Second.

Ms. Scannell: All in favor. Motion carried.

Meeting adjourned at 8:02 p.m.

Respectfully Submitted,

Marlo L. Carter
Planning Commission Secretary

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, March 27, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 154.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO EXTEND THE EXISTING MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT; DECLARE LEAD AGENCY AND REFERRING SAME TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, the Town of Rotterdam does not currently adequately address Mixed Use Developments in the Guilderland Avenue Corridor north of Curry Road; and

WHEREAS, it is desired to extend the existing Main Street/Neighborhood Center (MS/NC) overlay district from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady, and will coincide with the existing Retail Business (B-1) zoning.; 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 recognizes the introduction of Introductory Local Law __ of 2024; To amend chapter 270, Zoning, of the Town Code to extend the existing Main Street/Neighborhood Center (MS/NC) overlay district from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady.

SECTION 2. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone to extend the existing Main Street/Neighborhood Center (MS/NC) overlay district from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady, and authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. The Town Board hereby refers this Introductory Local Law of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. This resolution shall become effective March 27, 2024.

DATED: March 27, 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 March 27, 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 April 1,2024.

Diane M. Marco

Diane M. Marco, Town Clerk



ARTICLE VIIIB
MS/NC Main Street/Neighborhood Center Overlay District
[Added 9-27-2017 by L.L. No. 4-2017]

§ 270-53.20. Purpose.

A. The purpose of the Main Street/Neighborhood Center Overlay District (MS/NC) is to:

(1) In certain specified areas, transition existing land uses and site designs that are permitted in underlying existing zoning districts to land uses and site designs that are consistent with the provisions of this article, without adversely affecting existing use and development rights;

(2) Promote a mixture of complementary land uses that includes housing, retail, offices, commercial services, and civic uses, to create economic and social vitality and to encourage the linking of trips.

(3) Develop commercial and mixed-use areas that are safe, comfortable, and attractive to pedestrians.

(4) Provide flexibility in the siting and design of new developments and redevelopment to anticipate changes in the marketplace.

(5) Reinforce streets as public places that encourage pedestrian and bicycle travel.

(6) Provide roadway and pedestrian connections to residential areas.

(7) Encourage efficient land use by facilitating compact, high-density development and minimizing the amount of land that is needed for surface parking.

(8) Facilitate development (land use mix, density, and design) that supports public transit, where applicable.

(9) Maintain mobility along traffic corridors and state highways.

§ 270-53.21. When regulations apply.

A. Applicability of this article. The provisions of this article shall apply to any property within the MS/NC Districts with respect to which an applicant elects to proceed with development or use of such property in accordance with the provisions of this article.

(1) Such election shall be made in writing on a form prescribed by the Planning Board, signed by the owner of the property.

(2) Once such election is made and the property is used or developed in accordance with the provisions of this article, such election shall be irrevocable, and the provisions of this article shall be deemed to have superseded any inconsistent provisions applicable in the underlying zoning district with respect to such property.

B. Inapplicability of this article. Except to the extent a previous election has become irrevocable pursuant to § 270-53.21A(2), above, the provisions of this article shall not apply to any

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property within the MS/NC Districts with respect to which an applicant does not elect to proceed in accordance with the provisions of this article. In such cases, the provisions of the underlying zoning district shall remain in effect.

§ 270-53.22. Permitted uses.

Where an election has been made to proceed under this article in accordance with § 270-53.21, the following principal uses are permitted as of right in the MS/NC District subject to site plan approval by the Planning Board:

A. Mixed-use developments containing a nonresidential use listed in this section and upper-story residential unit(s).

B. Retail sales and service under 5,000 square feet gross floor area.

C. Sit-down restaurants and taverns.

D. Professional offices.

E. Professional clinics.

F. Indoor theaters, dance studios, assembly halls, game rooms, billiard/pool parlors, bowling alleys and similar establishments.

G. Personal service shops, including but not limited to barbershops, shoeshine shops, beauty parlors, dry-cleaning and laundry pickup, delivery shops, and card shops.

H. Public parks, playgrounds and other municipal recreational uses.

I. Public libraries and museums.

§ 270-53.23. Special uses.

Where an election has been made to proceed under this article in accordance with § 270-53.21, the following special uses may be permitted in the MS/NC District:

A. Public and private schools.

B. Preschools and day-care centers.

C. Retail sales over 5,000 square feet and less than 10,000 square feet gross floor area.

D. Hotels/motels.

E. Private clubs and religious institutions.

F. Operations involving the repair, reconstruction, analysis or inspection of computers, electronic and communications equipment and similar components, provided that no manufacturing is performed and all operations are conducted within a completely enclosed building.

G. Disturbance on a wetland or watercourse area of any class or in a wetland or watercourse buffer area as defined in this chapter.

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H. Brewpubs, microbreweries, microcideries, microwineries and microdistilleries. Brewpubs, microbreweries, microcideries, microwineries and microdistilleries, however, must comply with the following: **[Added 5-24-2023 by L.L. No. 5-2023]**

(1) Each brewpub, microbrewery, microwinery, or microdistillery shall manufacture and sell alcoholic beverages in accordance with the provisions of the New York State Liquor Authority and shall maintain current licenses as required by said agency.

(2) No outdoor storage shall be permitted.

(3) All malt, vinous or distilled liquor production shall be within completely enclosed structures.

(4) By-products or waste from the production of malt, vinous or distilled liquor shall be properly disposed of off the property.

(5) The emission of odors or smells in such quantities as to produce a public nuisance or hazard is not permitted.

(6) Excessive noise in violation of Chapter 188 is prohibited and may result in revocation of the special use permit.

(7) Food cart vendors are permitted on-site only by permission of the Planning Board.

(8) Hours of operation shall be addressed during site plan review.

§ 270-53.24. Accessory uses.

Where an election has been made to proceed under this article in accordance with § 270-53.21, accessory uses in the MS/NC District shall be limited to following:

A. Parking and loading.

B. Bus shelters and loading areas.

C. Permitted signs.

D. Storage and buildings accessory to the principal use.

E. Rooftop-mounted solar collectors that constitute small-scale solar energy systems.

§ 270-53.25. Maximum building height.

Where an election has been made to proceed under this article in accordance with § 270-53.21, the maximum building height shall be three stories, not exceeding 45 feet.

§ 270-53.26. Lot area.

Where an election has been made to proceed under this article in accordance with § 270-53.21, the minimum lot area required for each principal use is 15,000 square feet, with a minimum lot width of 100 feet.

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§ 270-53.27. Lot coverage.

Where an election has been made to proceed under this article in accordance with § 270-53.21, lot coverage shall not exceed 60% for principal and accessory buildings.

§ 270-53.28. Yard requirements.

Where an election has been made to proceed under this article in accordance with § 270-53.21, the following shall apply:

A. Front depth shall be a maximum of 10 feet.

B. Side yard width shall not be less than five feet.

C. Rear yard depth shall not be less than 25 feet.

§ 270-53.29. Parking.

The intent of the MS/NC District is to encourage shared parking, to reduce vehicular trips, and to reduce the impact on the primary road network. Where an election has been made to proceed under this article in accordance with § 270-53.21, the following shall apply:

A. On-street parking where permitted is encouraged.

B. Off-street parking requirements applicable in the MS/NC District are set forth in § 270-149 of this chapter.

C. Parking is prohibited in the front yard.

§ 270-53.30. Landscaping.

Where an election has been made to proceed under this article in accordance with § 270-53.21, street trees shall be planted in sidewalk cutouts where on-street parking is provided and shall be protected by tree grates or granite tree surrounds. Street tree spacing shall be determined through site plan review.

§ 270-53.31. Design guidelines.

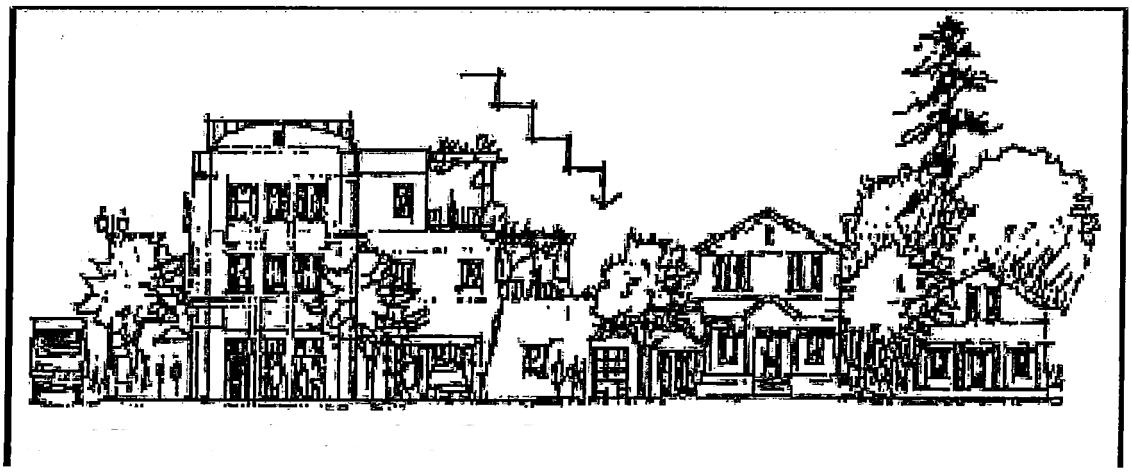
Where an election has been made to proceed under this article in accordance with § 270-53.21, the following design guidelines shall apply;

A. Where applicable, cornices (e.g., building tops or first-story cornices) shall be aligned to generally match the height(s) of those on adjacent buildings.

B. Building height transitions or step-downs shall be provided when adjacent to residential or small-scaled uses, as shown in the figure below.

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FIGURE 1



BUILDING HEIGHT TRANSITION

C. All building entrances, pathways, and other pedestrian areas shall be lit using pedestrian-scale lighting to two footcandles measured at ground level (e.g., wall-mounted lighting, sidewalk lamps, landscape up-lighting, and similar features).

D. The building(s) shall have at least one primary entrance facing a street.

E. Building entrances shall open directly to the outside; every building shall have at least one entrance that does not require passage through a parking lot or garage to gain public access; corner buildings shall have corner entrances whenever possible.

F. Windows shall be provided along at least 60% of the building's facade.

G. Pedestrian facilities shall connect the development to adjacent land uses and provide connections through the development to the public street right-of-way.

H. Public entrances shall be provided with weather protection (e.g., awnings, canopies, or similar features). During site plan review, consideration shall be given to appropriate pedestrian amenities (e.g., street tree well cutouts, space for outdoor seating, bus waiting areas, trash receptacles, newspaper vending machines, benches, mailboxes, sidewalk displays, public art, and similar features).

I. To the extent practicable, all electric, telephone, cable, and similar utility lines servicing a site shall be located underground.

J. Parking and vehicle drives shall be located away from building entrances to the maximum extent practicable and generally not between a building entrance and the street.

K. Drive-through facilities are prohibited.

L. Surface parking shall be oriented behind or to the side of a building when possible, and parking shall not be located on street corners.

M. Landscape buffering shall be provided between parking lots and all adjacent sidewalks.

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N. Credit for on-street parking. The amount of required off-street parking shall be reduced by one off-street parking space for every on-street parking space adjacent to the development. On-street parking shall follow the established configuration of existing on-street parking, subject to Town, county, and NYSDOT standards, except that angled parking may be allowed for some streets, as approved by the Planning Board. The configuration of on-street parking and allowable credit toward off-street parking requirements shall be addressed during site plan review. The Town shall maintain a written record of credits granted for each use.

O. Reduce or waive minimum off-street parking standards. The applicant may request a reduction to or waiver of parking standards based on a parking impact study. The study allows the applicant to propose a reduced parking standard based on estimated peak use, reductions due to easy pedestrian accessibility, availability of transit service, likelihood of car pool use, adjacent on-street parking, and potential for shared parking. Shared parking means that multiple uses share one or more parking facilities. Parking demands must peak during different times of the day. The parking study is subject to review and approval or modification by the Planning Board.

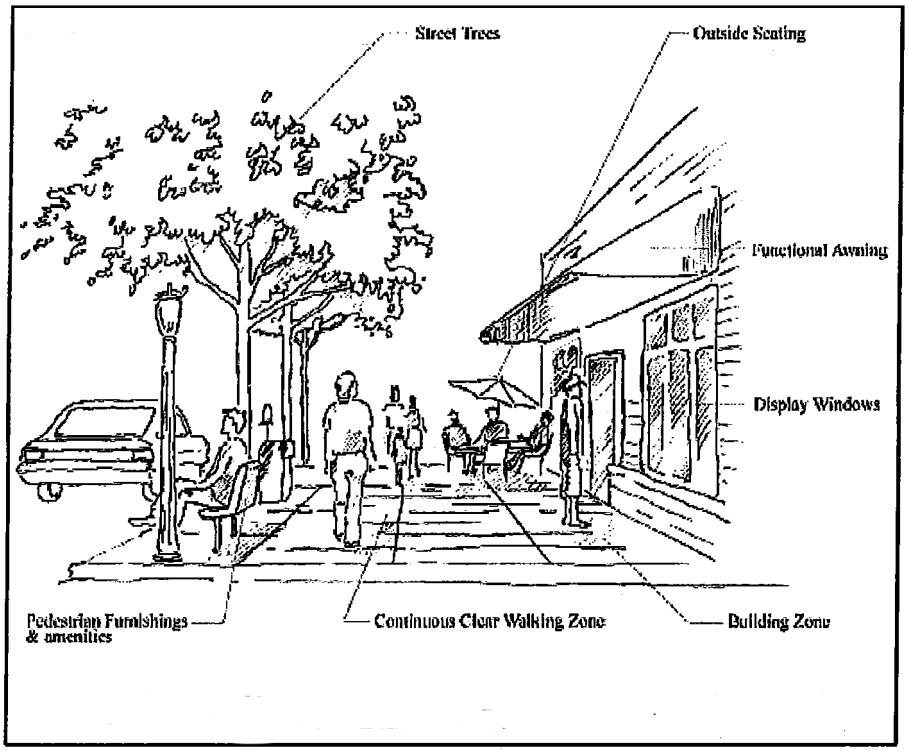
P. Maximum parking ratio. Surface parking shall not exceed 125% of the minimum parking requirement for the subject land use(s). Exemptions to the standard can be approved through site plan review for developments that provide parking structures or shared parking that is intended to be available for public use.

Q. Bicycle parking. Bicycle parking shall be provided in an amount and in location(s) determined by the Planning Board during site plan review.

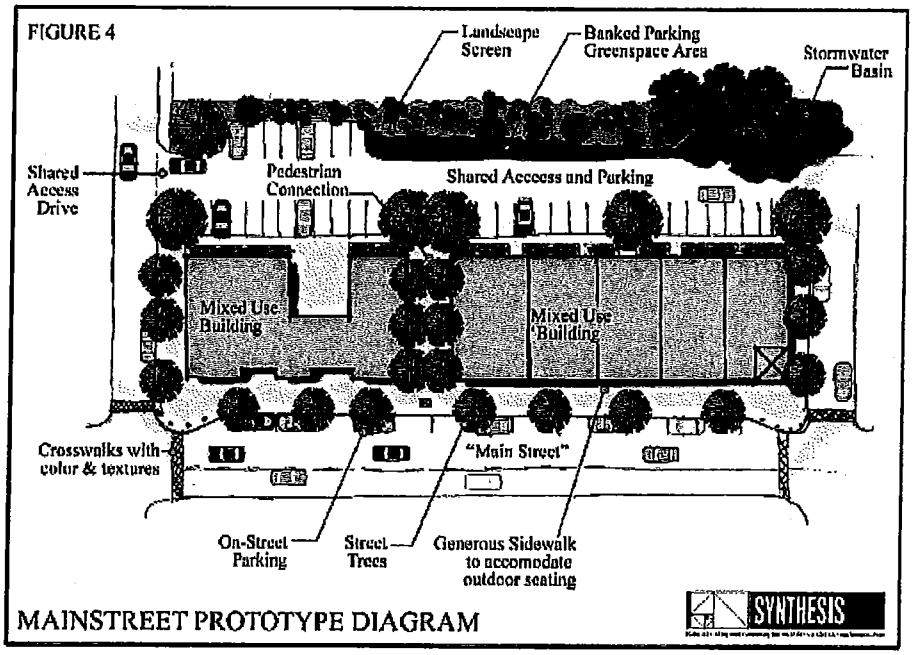
R. The figures below depict a streetscape and neighborhood plan consistent with the aims of the MS/NC District.

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FIGURE 2



STREETSCAPE WITH BUILDING ENTRIES, WINDOWS, WEATHER PROTECTION, STREET FURNISHINGS AND TREES

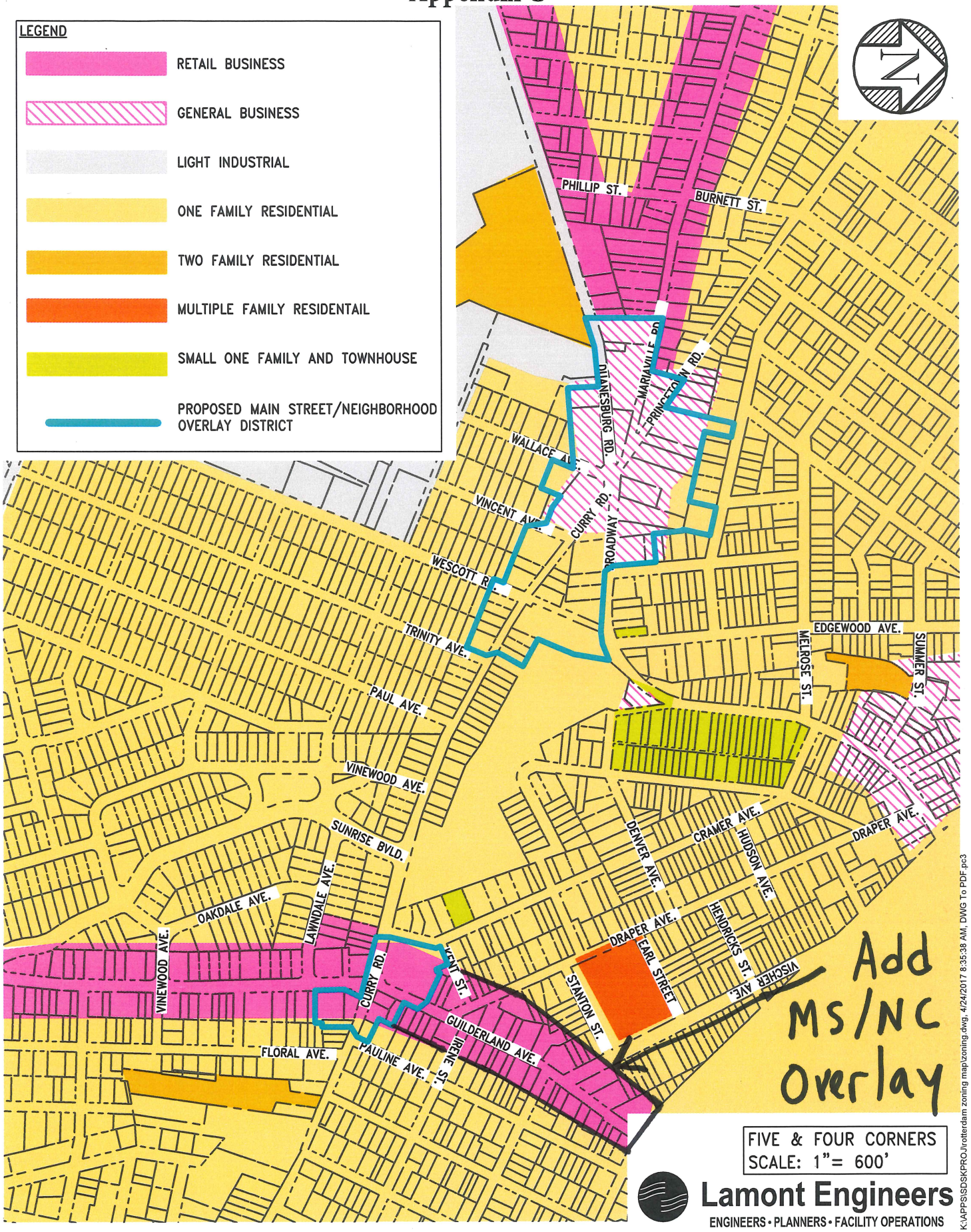


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§ 270-53.32. through § 270-53.39. (Reserved)

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Appendix C


LEGEND
RETAIL BUSINESS
GENERAL BUSINESS
LIGHT INDUSTRIAL
ONE FAMILY RESIDENTIAL
TWO FAMILY RESIDENTIAL
MULTIPLE FAMILY RESIDENTAIL
SMALL ONE FAMILY AND TOWNHOUSE
PROPOSED MAIN STREET/NEIGHBORHOOD OVERLAY DISTRICT
N
PHILLIP ST.
BURNETT ST.
MARIAVILLE RD.
PRINCETON RD.
OTTANESBURG RD.
CURRY RD.
ROADWAY
WALLACE AV.
VINCENT AVE.
WESCOTT RD.
TRINITY AVE.
PAUL AVE.
VINEWOOD AVE.
SUNRISE BVLD.
LAWNDALE AVE.
OAKDALE AVE.
VINEWOOD AVE.
CURRY RD.
KENT ST.
FLORAL AVE.
PAULINE AVE.
IRENE ST.
GUILDERLAND AVE.
STANTON ST.
EARL STREET
DRAPER AVE.
HENDRICKS ST.
VISCHER AVE.
DENVER AVE.
HUDSON AVE.
CRAMER AVE.
DRAPER AVE.
EDGEWOOD AVE.
MELROSE ST.
SUMMER ST.
Add MS/NC Overlay
FIVE & FOUR CORNERS
SCALE: 1"= 600'
Lamont Engineers
ENGINEERS • PLANNERS • FACILITY OPERATIONS
K:\APPS\SDSKPRO\Irotterdam zoning map\zoning.dwg, 4/24/2017 8:35:38 AM, DWG To PDF.pc3

RESOLUTION NO. 205.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 2 WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FEASIBILITY STUDY OF THE TOWN COURT AND POLICE FACILITY

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 Amendment No. 2 with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for a Phase II Sampling Environmental Due Diligence, for the Town Court and Police Facility Feasibility Study, in the amount not to exceed fourteen thousand five hundred and 00/100 dollars ($14,500.00).

SECTION 2. This resolution shall become effective May 8, 2024.

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 2, 2024

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Authorize the Supervisor to negotiate and execute Amendment No. 2 Sampling - Environmental Due Diligence for the Town Court and Police Facility Feasibility Study with Barton and Loguidice.

TOWN BOARD MEETING: May 8, 2024

Background Information: The Town of Rotterdam has entered into a contract with Barton and Loguidice for professional engineering services related to the proposed Town Court and Police Facility. Barton & Loguidice is performing due diligence tasks to allow the town to make an informed decision regarding purchasing of the property for this new facility.

Evaluation/Analysis: To facilitate the due diligence tasks, soil borings will be conducted at the site to determine if petroleum products exist from local documented spills on properties adjacent to the site.

Recommendation(s): Authorize the Supervisor negotiate and execute Amendment No. 2 for Soil Borings and Sampling required for the due diligence review for the proposed Town Court and Police Facility.

Attachment/Document(s): Amendment No. 2 Sampling Environmental Due Diligence for the Town Court and Police Facility Feasibility Study from Barton and Loguidice.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

Barton & Loguidice

April 30, 2024

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

Re: Town Court and Police Facility Feasibility Study
Phase II Sampling / Environmental Due Diligence
Zampino Property - 369 Duanesburg Road

File: 904.053.001

Dear Supervisor Collins:

In accordance with our recent discussions, Barton & Loguidice, D.P.C. (B&L) has prepared this supplemental to conduct a limited Phase II Investigation at the 3.67 acres located at 369 Duanesburg Road, Town of Rotterdam, Schenectady County, NY. It is our understanding that the parcel has a tax identification of 48.19-13-16, owned by Leslie J. Zampino and had been developed with a small commercial building, most recently housing a martial arts business.

B&L completed a Phase I Environmental Site Assessment (ESA) on the property, dated April 2024. The Phase I ESA identified one recognized environmental condition (REC) in connection with the property that may have implications on future development. The REC relates to over 10 petroleum releases within 400 feet of the subject property, with various reported magnitude, impacted media, and regulatory status. There is a potential that contaminants in groundwater may be present and could impact the subject property groundwater and/or soil gas resulting in indoor vapor intrusion. An evaluation of groundwater quality at the property was considered warranted based on the Phase I ESA findings. B&L proposes the following scope of services.

Scope of Services

Soil Borings

B&L will procure a drilling subcontractor to advance soil borings at the site. Borings will be advanced using a direct-push drilling rig for the purposes of collecting samples (geotechnical data will not be obtained). Dig Safely New York will be contacted by the selected drilling subcontractor to have public underground utilities located and marked. Dig Safely New York does not mark private utilities or subsurface structures. Marking of private utilities, including but not limited to UST piping/system, lighting electrical lines and water/sewer service lines, will be the responsibility of the owner.

Borings will be advanced to an approximate depth of 16 to 20 feet bgs, 4 feet into the saturated zone, or to drilling refusal, whichever is encountered first. Each boring will be sampled continuously throughout the depth of the boring. Subsurface soil samples will be field screened utilizing a PID for the presence of volatile organic vapors. Soil characteristics will be logged by a B&L environmental scientist noting

observed staining, odor, depth to saturation, and other distinguishing features. Upon completion of each boring, the drilling spoils from each boring will be returned to the borehole as backfill, along with driller provided bentonite as necessary, to original grade. A cold patch asphalt surface seal or concrete seal will be installed in the borings advanced in paved/concrete areas to closely match existing grade and conditions. It is anticipated that 3 borings and 3 groundwater sampling points can be completed during one 8-hour field day.

One soil sample per boring is proposed to be collected for analyses (3 soil samples). Representative grab soil samples will be collected for the following laboratory analyses suite that includes common petroleum compounds and chlorinated solvents:

- Volatile Organic Compounds (VOCs) TCL by EPA Method 8260
- Semi-VOCs (SVOCs) Base Neutrals & Acid Extractables by EPA Method 8270

The decision on which samples to submit for laboratory analyses will be made in the field based on observed conditions. VOC/SVOC samples submitted will correspond to intervals with the highest PID field readings or will be chosen for spatial coverage across the area. Samples will be submitted under chain of custody to a certified laboratory for the analyses presented above.

Groundwater Sampling

Temporary groundwater sampling points will be installed in each of the three borings using 1" diameter PVC screens and riser pipe. These sampling points will be driven into soil borings noted above. Sampling points will be an estimated 14 to 20 feet bgs to penetrate into groundwater unless drilling refusal is encountered above the saturated zone. Samples collected will be submitted for the following laboratory analyses from each groundwater sampling point location:

- VOCs TCL by EPA Method 8260
- SVOCs Base Neutrals and Acid Extractables by EPA Method 8270

The groundwater sampling points will be purged and sampled using a peristaltic pump and dedicated tubing. It is assumed that purge water will be discharged to ground surface and will not require containerization.

Subsurface Investigation Report

Upon receipt of the laboratory results, B&L will prepare a report summarizing the observations and analytical results for the investigation event. Soil quality data will be tabulated compared to NYSDEC 6 NYCRR Part 375 Soil Cleanup Objectives and CP-51 Soil Cleanup Objectives. Groundwater concentrations will be tabulated compared to 6 NYCRR Part 703 Groundwater Quality Standards. The report will contain figures depicting boring/sample locations, laboratory analytical reports, and subsurface boring logs. Recommended additional investigation, waste material handling and disposal, and/or remedial actions will be included in the report based on the data obtained. One conference call to discuss subsurface investigation results will be conducted.

Anticipated Schedule
B&L anticipates mobilizing to complete field work with a drilling subcontractor within 15 working days of receiving written authorization to proceed. Laboratory results will be available 10 working days after sampling, and a Subsurface Investigation Report can be issued 10 working days after receipt of laboratory results.

Fee Summary

B&L proposes to provide the above described Scope of Services for a lump sum fee of $14,500.

Drilling subcontractor fees include prevailing wage rates. Laboratory analytical results will be requested on a standard 10 business day turnaround time. If any additional information is required or tasks performed beyond the scope as set forth herein and requested by the Town, those items will be estimated separately and will be in addition to the lump sum fee indicated above.

If this proposal meets with your approval, please countersign below and return one copy for our records.

Thank you for the opportunity to continue to provide services on this important project. If you should have any questions, please feel free to contact me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

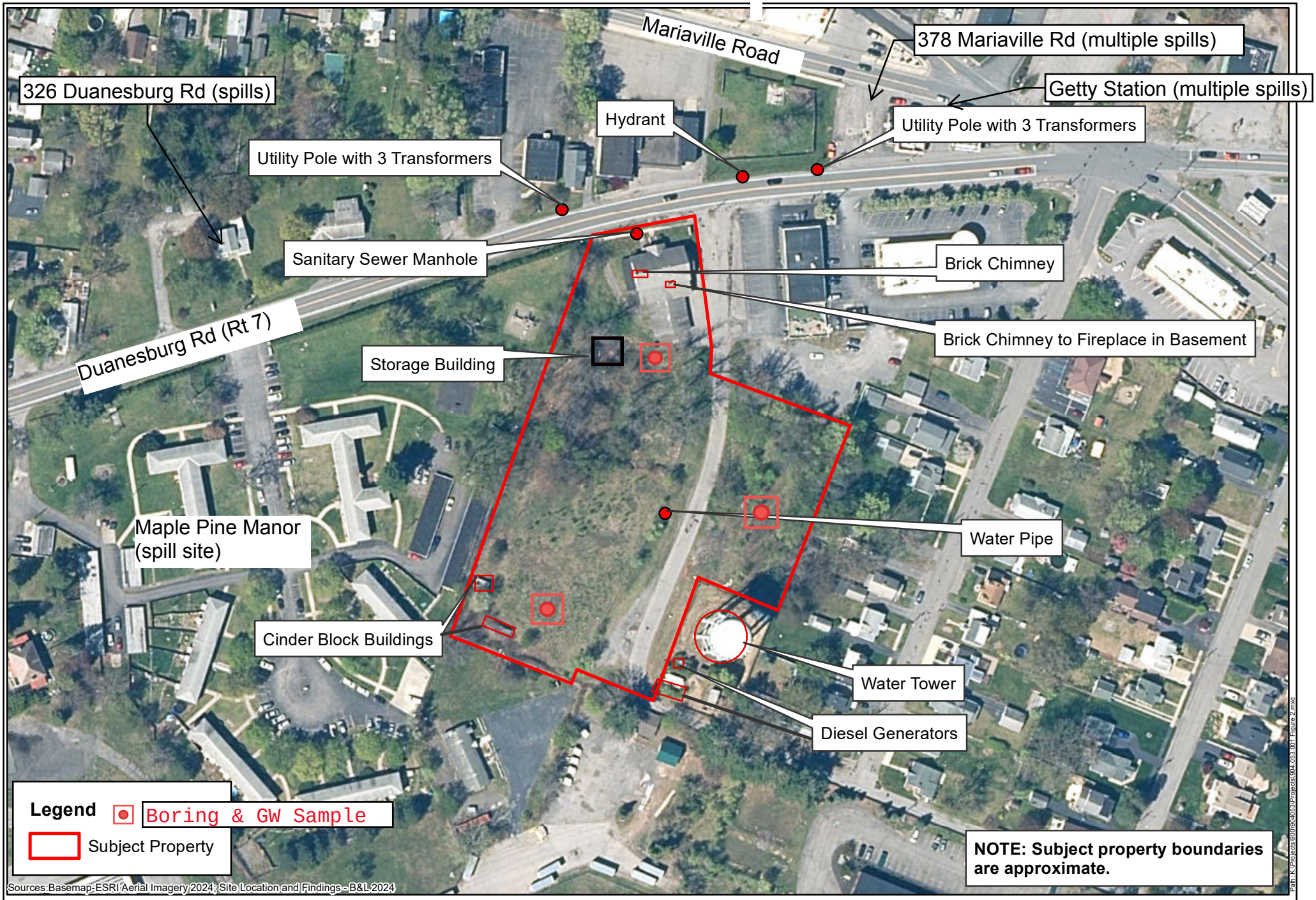


Donald H. Fletcher, P.E.
Principal

GVL/

Authorization
Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the Original Agreement Terms and Conditions.

Mollie A. Collins, Town Supervisor _____ Date _____



Barton & Loguidice

1 inch = 150 feet

369 Duanesburg Road

Site Plan

Schenectady County March 2024 New York

Figure 2

Project No. 904.053

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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 66.24

TO NEGOTIATE AND EXECUTE AMENDMENT #1 WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FEASIBILITY STUDY OF THE TOWN COURT AND POLICE FACILITY

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment #1 with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for a Phase I Environmental Site Assessment/Hazardous Materials Investigation/Project Development Services, for the Town Court and Police Facility Feasibility Study, in the amount not to exceed twenty thousand five hundred and 00/100 dollars ($20,500.00).

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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: January 8, 2024

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo -Senior Planner

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide additional engineering services for the potential purchase of property located at 369 Duanesburg Road.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town would like to amend the existing contract with Barton and Loguidice to conduct a hazardous materials investigation on the existing structure. Additionally, B & L will provide limited project development services so that the Town Board can make an informed decision on the potential location of the Town's Police and Court facility comprising 3.67-acres of property located at 369 Duanesburg Road in the vicinity of Five Corners.

Evaluation/Analysis: Amendment #1 provided by Barton and Loguidice appears to be reasonable for the level of effort needed to perform the work.

Recommendation(s): Town Board should consider authorizing the Town Supervisor to amend the existing agreement with Barton and Loguidice to provide additional engineering services in the amount of $20,500.00.

Attachment/Document(s): See proposed Amendment #1 from B & L dated January 5, 2024

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Barton & Loguidice

January 5, 2024

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

Re: Town Court and Police Facility Feasibility Study
Amendment #1 – Due Diligence at Zampino Property - 369 Duanesburg Road
Phase I Environmental Site Assessment/Hazardous Materials Investigation/Project Development Services

File: 704.4610

Dear Supervisor Collins:

In accordance with our recent discussions, Barton & Loguidice, D.P.C. (B&L) has prepared this amendment #1 to conduct a Phase I Environmental Site Assessment (Phase I ESA) and hazardous materials investigation of the existing structure for a property comprising of 3.67 acres located at 369 Duanesburg Road, Town of Rotterdam, Schenectady County, NY. It is our understanding that the parcel has a tax identification of 48.19-13-16, owned by Leslie J. Zampino and had been developed with a small commercial building, most recently housing a martial arts business.

We are also including project development services to assist the Town with transitioning from the previously authorized feasibility study phase into the above noted due diligence phase so the Town can then make an informed decision on the path forward for the Town Court & Police Facility project.

Scope of Services – B&L proposes the following scope of services:

Task 1 - Phase I Environmental Site Assessment/EPA AAI Report

B&L will conduct a Phase I ESA of the subject property in general accordance with the American Society For Testing and Materials (ASTM) *"Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process"* (ASTM E1527-21) to identify 1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment: 2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or 3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The USEPA approved that ASTM E1527-21 meets "Standards and Practices for All Appropriate Inquiries" under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) constituting one of the requirements necessary for CERCLA liability protection.

The four major components of the ESA/AAI investigation are described below.

1. **Records Review.** Practically reviewable Federal, State, and local environmental records and related site-specific records will be reviewed for information on environmental compliance and

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The experience to listen
The power to solve ®

environmental violations. The records to be reviewed include State and Federal lists of hazardous waste treatment, storage, and disposal facilities; aboveground and underground storage tanks; hazardous waste, chemical, and petroleum spills; obtained through environmental data research services. Local environmental records may be obtained via records review requests at municipal departments such as assessors, building, engineering, fire, and health departments.

A Freedom of Information Law (FOIL) request will be submitted to the State environmental agencies. It is assumed that identified records maintained by the State will be transmitted to B&L in a digital format and an in-person file review is not required.

Past uses of the site and adjoining properties will be identified through a review of available fire insurance maps, topographic maps, street atlas maps, aerial photographs, and/or street directories.

2. **Site Reconnaissance.** B&L will conduct a site reconnaissance to observe potential environmental concerns and for visual indications that may suggest hazardous substances or petroleum products (as defined by ASTM) have been released into the ground, groundwater, or surface water. The property, peripheries of the property, and structures on the property will be visually examined during site reconnaissance. It is assumed that B&L will be provided with full access to the site to conduct the reconnaissance, and that property survey maps, legal descriptions of the properties, and site/building plans (if available) will be provided for our use. Observations regarding offsite uses or activities will be made from the subject site and public right-of-ways.

3. **Interviews.** We will conduct in-person and/or telephone interviews with current property owners and/or occupants, as well as former property owners, operators, lessees, occupants and other individuals familiar with the site as necessary to obtain information pertaining to environmental issues and to request available documentation needed to complete the Phase I ESA. We will also conduct interviews with various state and local agencies as necessary to further identify issues of potential environmental concern at the site.

4. **Report.** A report detailing the findings and conclusions of the Phase I ESA will be prepared for the site in accordance with ASTM E1527-21. The report will include documentation supporting our findings and conclusions, and will include photographs taken during the site reconnaissance. B&L will list identified recognized environmental conditions from the Phase I ESA (if any), with recommended additional investigations. The credentials of key personnel involved in completing the Phase I ESA also will be included in the report. B&L will furnish an electronic PDF version of the final document.

Optional Environmental Lien Search Report: ASTM E1527-21 compliant environmental lien search reports attesting that Activities & Use Limitations (AULs) or Environmental Liens are recorded for the properties can be obtained from a professional title firm for the property as an optional task. The lien search reports will date back to 1980. This task is listed as optional as ASTM E1527-21 states that the

User is responsible for reporting to the environmental professional if AULs and environmental liens are present, and this action may likely have been completed by others during property acquisition deed and title review process.

Assumptions

1. **Reliance.** Only the Town of Rotterdam, as signatory to this proposal, may rely on B&L's professional work product. Others who may come to seek reliance are required to sign liability waiver letters issued by B&L.

2. **Sampling, Analytical and Remedial Services.** The scope of services does not include sampling or analyses of environmental media of any kind.

3. **Site Accessibility.** We assume that seller and tenant representatives will cooperate with our work. We also assume that doors and gates, if any, will be unlocked at the time of our site visit. Areas of the site involving confined space entry, deep water, dense thickets, unusual heights and other reasonable concerns will be excluded for safety. Areas that are inaccessible for any reason, including safety concerns, will be noted in the report.

4. **Full Disclosure of Related Information.** Town of Rotterdam will forward to B&L knowledge of environmental liens, activity & use limitations, and other known environmental conditions that may affect the value and use of the site. This includes information on the provided ASTM questionnaire by the Client and Owner/Operator.

Task 2 - Hazardous Materials Investigation and Sampling

- B&L will perform an investigation and sampling for asbestos-containing materials, lead-based paint and PCBs (polychlorinated biphenyls) in caulking identified within the subject building.
- NYSDOL accredited Building Inspectors will schedule and coordinate access to the subject property. We anticipate providing a single survey team for completion of the hazardous materials investigations and sampling. Complete access to the interior and exterior of the building will be required for the duration of work. This includes access to the roof.
- The investigation/assessment will be conducted in accordance with the New York State Industrial Code Rule 56 and U.S. EPA requirements for the identification of asbestos.
- Sampling, as necessary, to clarify the extent of materials will be at the discretion of the inspector. Triplicate sets of samples from friable materials will be collected and analyzed for the presence of asbestos from those systems not previously sampled. A minimum of two samples will be collected for analysis from non-friable organically bound materials (NOBs). If necessary, follow up transmission electron microscopy (TEM) will be performed on those samples determined to be negative for asbestos by PLM.
- Lead inspectors will perform a thorough review of building components for suspect lead-based paint (LBP). These components shall include, but not be limited to walls, ceilings, door components, window components, mechanical equipment, cabinets, structural members, and

exterior finishes. Paint chip samples will be collected from all accessible components within the renovation area in accordance with EPA HUD requirements. The samples will be submitted for laboratory analysis to determine the presence or absence of lead.

- There is a potential for PCBs to be present in exterior caulking. As a precaution, we will sample exterior caulking for laboratory analysis. The purpose of the sampling will only be informational and precautionary to avoid potential improper handling in the event that PCB caulking is present.
- We will provide a report summarizing the sampling results and the impact of ACM, lead-based paint and PCB caulking identified within the subject building. The data collected during the survey will be compiled in tabular form for reporting. Our report will include a summary of our review, materials sampled, sample location information, and condition of each material sampled.

Assumptions

1. Any field investigations will be performed in coordination with the Town. We assume that seller and tenant representatives will cooperate with our work and provide full access to all building spaces at the time of the scheduled investigation.
2. Invasive methods will be required to clearly identify materials and existing conditions. Generic repairs will be made utilizing suitable non-ACM materials.
3. Our lump sum fee for the investigation includes the sampling and analysis of up to 21 samples by standard PLM, up to 24 samples by PLM-Gravimetric reduction, up to 24 samples by NOB/TEM follow-up analysis, up to 8 samples for lead in paint analysis, and up to 4 samples for PCB analysis. Additional sampling and analysis shall be reimbursable at the following unit rates: $12 for standard PLM analysis, $22 for PLM-Gravimetric reduction, $37 for TEM follow-up, $28 for lead-based paint and $85 per caulk sample for PCB analysis.
4. Roof sampling will be performed. At sample locations, generic repairs will be made utilizing suitable non-ACM materials. B&L cannot be held responsible for any subsequent leakage. The Owner is encouraged to hire a commercial roofing contractor to preform patching if possible.

Task 3 – Project Development Services

B&L will assist the Town through the due diligence phase as noted above by providing miscellaneous services/tasks as requested by the Town. These tasks would include updating the matrix, updating costs based on public input, attending meetings, making future presentations to the Town and public, answering questions about the various alternatives etc.

Fee Summary

B&L proposes to provide the above described Scope of Services for the fees indicated below.

Service	Fee	Fee Type
Phase I Environmental Site Assessment/EPA AAI Report	$ 4,500	Lump Sum
Environmental Lien Search Report (Optional)	$ 500	Lump Sum
Hazardous Material Investigation and Sampling	$ 5,500	Lump Sum
Project Development Services	$10,000	Time & Expense
Total	$20,500	

If any additional information is required or tasks performed beyond the scope as set forth herein, those items will be estimated separately and will be in addition to the lump sum fee indicated above. Please note that if any third-party reliance letters are required they will be in addition to the lump sum fee indicated above.

If this proposal meets with your approval, please countersign below and return one copy for our records.

Thank you for the opportunity to continue to provide services on this important project. If you should have any questions, please feel free to contact me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Principal

TRB/GVL/PJC/DJR/jms
Encl. 2024 Standard Billing Rate Schedule

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the Original Agreement Terms and Conditions.

Mollie A. Collins
Mollie A. Collins, Town Supervisor

1/19/2024
Date

RESOLUTION NO. 88.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR A FEASIBILITY STUDY OF THE TOWN COURT AND POLICE FACILITY

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for a feasibility study to be conducted at the Town Court and Police Facility, located at 101 Princetown Road, Rotterdam New York 12306, for a lump sum not to exceed fifty thousand and 00/100 ($50,000.00) dollars.

SECTION 2. This resolution shall become effective February 8, 2023.

DATED: February 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Schenectady, County

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE:	February 2, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services- Town Court and Police Station Feasibility Study
TOWN BOARD MEETING:	February 8, 2023
Background Information:	The existing Town Courts and Police facility is outdated, undersized, it does not meet current handicapped accessible requirements, and lacks the program needs for the intendent services and functions of these departments.
Evaluation/Analysis:	Barton & Loguidice will prepare a feasibility study to evaluate the Town Court and Police programs, based on three potential options consisting of the following: (1) renovation of the existing Town Court and Police facility with a building addition, on the current site, (2) Relocation of the Town Court and Police services to ViaPort Mall property, and (3) construction of an entirely new facility for the Town Court and Police services on a new suitable undetermined site, which would be purchased/acquired by the Town.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed $50,000.00 for the feasibly study.
Attachment/Document(s):	Barton & Loguidice proposal dated January 23, 2023.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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553	January 10, 2024
216	May 8, 2024

Barton
&Loguidice

January 23, 2023
Rev #1 02/02/23

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

Re: Town of Rotterdam
Town Court and Police Facility Feasibility Study
File: 704.4339

Dear Ms. Collins:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide the Town of Rotterdam (Town) this proposal for professional services related to the feasibility study of the Rotterdam Town Court and Police facility.

This proposal is a result of our conversations and meetings with you and various personnel from the Town. The Town has indicated that the existing Town Courts and Police facility is outdated, undersized, it does not meet current handicapped accessible requirements, and lacks the program needs for the intendent services and functions of these departments.

The Town has requested the services of B&L to prepare a feasibility study to evaluate the Town Court and Police programs, based on three potential options consisting of the following: (1) renovation of the existing Town Court and Police facility with a building addition, on the current site, (2) Relocation of the Town Court and Police services to ViaPort Mall property, and (3) construction of an entirely new facility for the Town Court and Police services on a new suitable undetermined site, which would be purchased/acquired by the Town.

Our methodology during the feasibility study will be interactive and will incorporate the Town as an important part of the team. This will create a fully integrated approach that ensures that all options will be developed in accordance with the needs of the department's end users, and the Town's values, needs, and economic goals.

Scope of Services

B&L offers the following Scope of Services for your consideration:

1. Attend a project kick-off meeting with the Town to review the previously approved space programming (which was developed for the Viaport project), and establish lines of communication for general coordination of the project.

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554 January 10, 2024
217 May 8, 2024

2. Utilizing the existing personnel data with existing space needs for each department, B&L will define the overall project programming. This will then be combined with forecasted personnel and operational requirements to determine spatial needs. Considerations for special equipment, interviewing, conferencing and meeting rooms, evidence and record storage, staff areas and functional requirements, and other specific space needs for the facility will also be incorporated to define the total project requirements.
3. B&L will summarize a study for evaluation of the three options indicated above that will meet the identified space and physical requirements.
4. The study will review project alternatives, future flexibility, cost effectiveness and pragmatic sustainability, as key factors for consideration.
5. B&L will provide necessary coordination and review meetings with the Town during development of the study.
6. B&L will prepare an estimate of probable construction costs for each of the three options, including costs for potential design alternatives. A summary matrix will be prepared, similar to the prior ViaPort project.
7. The Feasibility Study will be prepared in the following format:
    - Executive Summary
    - Introduction
    - Existing Building Facilities Assessment
    - Space Programming Assessment
    - Conceptual Design Options
    - Cost Analysis
8. B&L will submit a "draft" Feasibility Study to the Town and attend one (1) meeting at the Town to discuss and review the feasibility study.
9. Based on comments received from the "draft" Feasibility Study review meeting, B&L will make final modifications and updates to the study.
10. B&L will provide (1) meeting with Town to present the final Feasibility Study.

Fee Summary

Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Professional Services for the fees indicated below. Services will be provided in accordance with the Terms and Conditions as specified herein:

Service	Fee	Fee Type
Feasibility Study	$50,000	Lump Sum

153 February 8, 2023
555 January 10, 2024
218 May 8, 2024

B&L

Exclusions and Assumptions

1. All field work and investigations will be performed in coordination with the Town.
2. Review meetings will be conducted via Zoom video conferencing or similar platform, unless indicated otherwise.
3. The Town will provide building construction documents of the existing building(s) to B&L for the purpose of evaluating the feasibility study and studying potential renovations and additional to the building.
4. Based on discussions with the Town, no coordination services with the Office of Court Administration (OCA) is included. Should these services be required and requested by the Town, B&L will prepare a separate letter at such time these services are requested.
5. This proposal is based on the assumption that any changes resulting from the review submission will not require the wholesale redesign of previously completed programming work. In the event that significant changes become necessary during the design process, B&L will notify the Town and negotiate an appropriate adjustment in fee and schedule at that time.
6. Any additional services provided, including, but not limited to, additional survey work for non-identified areas as stated above, or revisions beyond that stated, or any other service not described herein shall be provided following negotiation/acceptance of additional fees.
7. Schematic design, design development, preparation of final construction documents, bidding assistance, and construction contract administration services are not included at this time. Should these services be desired and requested by the Town, B&L will prepare a separate proposal at such time these services are requested.
8. No subconsultant or subcontractor services are included. If determined necessary, and requested, these services will be provided by a subsequent proposal once the scope of services is established.
9. No site survey or assistance with regulatory permitting is included. If determined necessary, and requested, these services will be provided by a subsequent proposal once the scope of services is established.
10. Services associated with the identification, design or remediation of lead, asbestos, mold or other hazardous environmental aspects are excluded from this scope of work.
11. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
12. Items that are excluded from our proposal, or which may be considered additional services, or are considered expenses, shall include, but not be limited to:
    a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
    b. Postage and mailing related to the project.
    c. Life Cycle Cost Analysis and systems alternatives.
    d. FF&E and moveable equipment selections and specifications.
    e. Special inspections are by others.
    f. ComCheck, energy modeling, commissioning and testing of systems is excluded.

B&L

g. Evaluations for and development of LEED certification.

Additional Services

In the event additional services should be requested on this project, beyond the above outlined scope, we shall perform such services based on our Billing Rates for Calendar Year 2023, and/or B&L will prepare an itemized cost proposal for authorization by the Town.

If B&L is requested by the Town to obtain the services of a consultant(s), or provide work as an additional service in connection with the project, B&L shall be reimbursed for Consultant's fee expenses incurred in the interest of the project, plus profit of ten percent (10%).

Please indicate your acceptance to this proposal by signing in the space provided below, and returning one copy of this letter to my attention by mail, or email, at your earliest convenience. We appreciate the opportunity to provide continued service to the Town of Rotterdam.

If you have any questions, or wish to discuss any item within this proposal, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Senior Vice President

TRB/MCF/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Mollie A. Collins
Ms. Mollie Collins, Town of Rotterdam Supervisor

2/10/2023
Date

155 February 8, 2023

557 January 10, 2024

220 May 8, 2024

RESOLUTION NO. 206.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 3 WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FEASIBILITY STUDY OF THE TOWN COURT AND POLICE FACILITY

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 Amendment No. 3 with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for the SEQRA review process and due diligence, for the Town Court and Police Facility Feasibility Study, in the amount not to exceed five thousand and 00/100 dollars ($5,000.00).

SECTION 2. This resolution shall become effective May 8, 2024.

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATI□E RE□UEST FORM

DATE:	May 1, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Senior Planner PC
TITLE OF REQ□EST:	Authorize the Supervisor to sign contract agreement with Barton and Loguidice (B □ L) to assist in the SEQR review process for the Town Court and Police Facility.
TOWN BOARD MEETING:	May 8, 2024
Background Information:	B □ L to assist the Town with the SEQR review process at the 3.67 acres site located at 369 Duanesburg Road.
Evaluation/Analysis:	Professional services for SEQR review process for the Town Court and Police Facility for a lump sum fee of □5,000.
Recommendation(s):	Town Board Resolution needs to be prepared to authorize Supervisor to sign contract agreement from B □ L dated May 1, 2024.
Attachment/Document(s):	Contract agreement B □ L for 2024.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Barton & Loguidice

May 01, 2024

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

Re: Town Court and Police Facility Feasibility Study
SEQRA Due Diligence
Zampino Property - 369 Duanesburg Road

File: 904.053.001

Dear Supervisor Collins:

In accordance with our recent discussions, Barton & Loguidice, D.P.C. (B&L) has prepared this supplemental to assist the Town of Rotterdam with the SEQRA review process at the 3.67 acres site located at 369 Duanesburg Road, Town of Rotterdam, Schenectady County, NY. It is our understanding that the parcel tax identification is 48.19-13-16.

The following is our understanding of the proposed services for the SEQRA

PERMITTING SERVICES: SEQRA
For the purposes of SEQRA review, the Project's SEQRA documentation will be prepared to classify the proposed property as unlisted project under the State Environmental Quality Review Act (SEQRA). On behalf of the Town, B&L will complete Parts I, II and III of a Full EAF and appropriate documentation with the objective of supporting a "Negative Declaration of Significance" (Neg Dec) determination by the Lead Agency.

This project is anticipated to be classified by the Lead Agency an "Unlisted Action" in accordance with SEQRA regulations. B&L will provide the Town with draft resolution language for various SEQRA actions such as; Declaration of Intent to be Lead Agency, Declaration that establishes Lead Agency, and SEQRA determination. We will also prepare and distribute correspondence to interested and involved agencies relative to SEQRA review.

Outline of required documentation and assumptions:

1. B&L will prepare the appropriate Environmental Assessment Form (EAF) for use by the Town of Rotterdam in reviewing the environmental aspects of the proposed improvements. B&L will attend one (1) meeting to review environmental aspects identified in the EAF.
2. B&L will prepare the Negative Declaration for use by the Town of Rotterdam.
3. B&L will prepare and submit information required documents to NYSDEC for publication in Environmental Notice Bulletin (ENB).
4. During preparation of the EAF, B&L will complete the pre-screening process with the NYS Office of Parks, Recreation, and Historic Preservation (OPRHP) to identify potential cultural resource impacts, as well as the US Fish & Wildlife Services' National Heritage Program.

Note: At this time it is unknown if OPRHP will require an Archeological Survey as it is anticipated that the proposed improvements will be located on previously disturbed areas. Therefore, services for an archeological survey is unknown and not included in this proposal. Should OPRHP require a Phase 1 archeological survey, B&L can provide these services as an additional services under separate authorization by the Town of Rotterdam. It is also unknown if there are any endangered or threatened species within the project area. Therefore, this proposal does not include a habitat assessment. If it is determine through the SEQR process that there may be endangered or threatened species within the project area, B&L can provide a habitat assessment as an additional service under separate authorization by the Town of Rotterdam.

5. No special studies are anticipated as part of the SEQRA process or included in this proposal.

6. No environmental impact statement will be provided by B&L as part of this proposal.

7. The Town of Rotterdam will provide any traffic documentation or studies that should be required, and are not part of B&L services for this proposal.

FEES FOR SERVICES

We will provide the Scope of Services described herein in accordance with the following fee schedule:

1. PERMITTING SERVICES
   A. SEQRA Review..... $ 5,000 Lump Sum

If this proposal meets with your approval, please countersign below, and return one copy for our records.

Thank you for the opportunity to continue to provide services on this important project. If you should have any questions or comments, please feel free to contact me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Donald H. Fletcher, P.E.
Principal

TRB/

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the Original Agreement Terms and Conditions.

_____ _____

Mollie A. Collins, Town Supervisor Date

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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 66.24

TO NEGOTIATE AND EXECUTE AMENDMENT #1 WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FEASIBILITY STUDY OF THE TOWN COURT AND POLICE FACILITY

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment #1 with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for a Phase I Environmental Site Assessment/Hazardous Materials Investigation/Project Development Services, for the Town Court and Police Facility Feasibility Study, in the amount not to exceed twenty thousand five hundred and 00/100 dollars ($20,500.00).

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: January 8, 2024

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo -Senior Planner

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide additional engineering services for the potential purchase of property located at 369 Duanesburg Road.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town would like to amend the existing contract with Barton and Loguidice to conduct a hazardous materials investigation on the existing structure. Additionally, B & L will provide limited project development services so that the Town Board can make an informed decision on the potential location of the Town's Police and Court facility comprising 3.67-acres of property located at 369 Duanesburg Road in the vicinity of Five Corners.

Evaluation/Analysis: Amendment #1 provided by Barton and Loguidice appears to be reasonable for the level of effort needed to perform the work.

Recommendation(s): Town Board should consider authorizing the Town Supervisor to amend the existing agreement with Barton and Loguidice to provide additional engineering services in the amount of $20,500.00.

Attachment/Document(s): See proposed Amendment #1 from B & L dated January 5, 2024

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Barton & Loguidice

January 5, 2024

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

Re: Town Court and Police Facility Feasibility Study
Amendment #1 – Due Diligence at Zampino Property - 369 Duanesburg Road
Phase I Environmental Site Assessment/Hazardous Materials Investigation/Project Development Services

File: 704.4610

Dear Supervisor Collins:

In accordance with our recent discussions, Barton & Loguidice, D.P.C. (B&L) has prepared this amendment #1 to conduct a Phase I Environmental Site Assessment (Phase I ESA) and hazardous materials investigation of the existing structure for a property comprising of 3.67 acres located at 369 Duanesburg Road, Town of Rotterdam, Schenectady County, NY. It is our understanding that the parcel has a tax identification of 48.19-13-16, owned by Leslie J. Zampino and had been developed with a small commercial building, most recently housing a martial arts business.

We are also including project development services to assist the Town with transitioning from the previously authorized feasibility study phase into the above noted due diligence phase so the Town can then make an informed decision on the path forward for the Town Court & Police Facility project.

Scope of Services – B&L proposes the following scope of services:

Task 1 - Phase I Environmental Site Assessment/EPA AAI Report

B&L will conduct a Phase I ESA of the subject property in general accordance with the American Society For Testing and Materials (ASTM) *"Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process"* (ASTM E1527-21) to identify 1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment: 2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or 3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. The USEPA approved that ASTM E1527-21 meets "Standards and Practices for All Appropriate Inquiries" under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) constituting one of the requirements necessary for CERCLA liability protection.

The four major components of the ESA/AAI investigation are described below.

1. **Records Review.** Practically reviewable Federal, State, and local environmental records and related site-specific records will be reviewed for information on environmental compliance and

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The experience to listen
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environmental violations. The records to be reviewed include State and Federal lists of hazardous waste treatment, storage, and disposal facilities; aboveground and underground storage tanks; hazardous waste, chemical, and petroleum spills; obtained through environmental data research services. Local environmental records may be obtained via records review requests at municipal departments such as assessors, building, engineering, fire, and health departments.

A Freedom of Information Law (FOIL) request will be submitted to the State environmental agencies. It is assumed that identified records maintained by the State will be transmitted to B&L in a digital format and an in-person file review is not required.

Past uses of the site and adjoining properties will be identified through a review of available fire insurance maps, topographic maps, street atlas maps, aerial photographs, and/or street directories.

2. **Site Reconnaissance.** B&L will conduct a site reconnaissance to observe potential environmental concerns and for visual indications that may suggest hazardous substances or petroleum products (as defined by ASTM) have been released into the ground, groundwater, or surface water. The property, peripheries of the property, and structures on the property will be visually examined during site reconnaissance. It is assumed that B&L will be provided with full access to the site to conduct the reconnaissance, and that property survey maps, legal descriptions of the properties, and site/building plans (if available) will be provided for our use. Observations regarding offsite uses or activities will be made from the subject site and public right-of-ways.

3. **Interviews.** We will conduct in-person and/or telephone interviews with current property owners and/or occupants, as well as former property owners, operators, lessees, occupants and other individuals familiar with the site as necessary to obtain information pertaining to environmental issues and to request available documentation needed to complete the Phase I ESA. We will also conduct interviews with various state and local agencies as necessary to further identify issues of potential environmental concern at the site.

4. **Report.** A report detailing the findings and conclusions of the Phase I ESA will be prepared for the site in accordance with ASTM E1527-21. The report will include documentation supporting our findings and conclusions, and will include photographs taken during the site reconnaissance. B&L will list identified recognized environmental conditions from the Phase I ESA (if any), with recommended additional investigations. The credentials of key personnel involved in completing the Phase I ESA also will be included in the report. B&L will furnish an electronic PDF version of the final document.

Optional Environmental Lien Search Report: ASTM E1527-21 compliant environmental lien search reports attesting that Activities & Use Limitations (AULs) or Environmental Liens are recorded for the properties can be obtained from a professional title firm for the property as an optional task. The lien search reports will date back to 1980. This task is listed as optional as ASTM E1527-21 states that the

User is responsible for reporting to the environmental professional if AULs and environmental liens are present, and this action may likely have been completed by others during property acquisition deed and title review process.

Assumptions

1. **Reliance.** Only the Town of Rotterdam, as signatory to this proposal, may rely on B&L's professional work product. Others who may come to seek reliance are required to sign liability waiver letters issued by B&L.

2. **Sampling, Analytical and Remedial Services.** The scope of services does not include sampling or analyses of environmental media of any kind.

3. **Site Accessibility.** We assume that seller and tenant representatives will cooperate with our work. We also assume that doors and gates, if any, will be unlocked at the time of our site visit. Areas of the site involving confined space entry, deep water, dense thickets, unusual heights and other reasonable concerns will be excluded for safety. Areas that are inaccessible for any reason, including safety concerns, will be noted in the report.

4. **Full Disclosure of Related Information.** Town of Rotterdam will forward to B&L knowledge of environmental liens, activity & use limitations, and other known environmental conditions that may affect the value and use of the site. This includes information on the provided ASTM questionnaire by the Client and Owner/Operator.

Task 2 - Hazardous Materials Investigation and Sampling

- B&L will perform an investigation and sampling for asbestos-containing materials, lead-based paint and PCBs (polychlorinated biphenyls) in caulking identified within the subject building.
- NYSDOL accredited Building Inspectors will schedule and coordinate access to the subject property. We anticipate providing a single survey team for completion of the hazardous materials investigations and sampling. Complete access to the interior and exterior of the building will be required for the duration of work. This includes access to the roof.
- The investigation/assessment will be conducted in accordance with the New York State Industrial Code Rule 56 and U.S. EPA requirements for the identification of asbestos.
- Sampling, as necessary, to clarify the extent of materials will be at the discretion of the inspector. Triplicate sets of samples from friable materials will be collected and analyzed for the presence of asbestos from those systems not previously sampled. A minimum of two samples will be collected for analysis from non-friable organically bound materials (NOBs). If necessary, follow up transmission electron microscopy (TEM) will be performed on those samples determined to be negative for asbestos by PLM.
- Lead inspectors will perform a thorough review of building components for suspect lead-based paint (LBP). These components shall include, but not be limited to walls, ceilings, door components, window components, mechanical equipment, cabinets, structural members, and

exterior finishes. Paint chip samples will be collected from all accessible components within the renovation area in accordance with EPA HUD requirements. The samples will be submitted for laboratory analysis to determine the presence or absence of lead.

- There is a potential for PCBs to be present in exterior caulking. As a precaution, we will sample exterior caulking for laboratory analysis. The purpose of the sampling will only be informational and precautionary to avoid potential improper handling in the event that PCB caulking is present.
- We will provide a report summarizing the sampling results and the impact of ACM, lead-based paint and PCB caulking identified within the subject building. The data collected during the survey will be compiled in tabular form for reporting. Our report will include a summary of our review, materials sampled, sample location information, and condition of each material sampled.

Assumptions

1. Any field investigations will be performed in coordination with the Town. We assume that seller and tenant representatives will cooperate with our work and provide full access to all building spaces at the time of the scheduled investigation.
2. Invasive methods will be required to clearly identify materials and existing conditions. Generic repairs will be made utilizing suitable non-ACM materials.
3. Our lump sum fee for the investigation includes the sampling and analysis of up to 21 samples by standard PLM, up to 24 samples by PLM-Gravimetric reduction, up to 24 samples by NOB/TEM follow-up analysis, up to 8 samples for lead in paint analysis, and up to 4 samples for PCB analysis. Additional sampling and analysis shall be reimbursable at the following unit rates: $12 for standard PLM analysis, $22 for PLM-Gravimetric reduction, $37 for TEM follow-up, $28 for lead-based paint and $85 per caulk sample for PCB analysis.
4. Roof sampling will be performed. At sample locations, generic repairs will be made utilizing suitable non-ACM materials. B&L cannot be held responsible for any subsequent leakage. The Owner is encouraged to hire a commercial roofing contractor to preform patching if possible.

Task 3 – Project Development Services

B&L will assist the Town through the due diligence phase as noted above by providing miscellaneous services/tasks as requested by the Town. These tasks would include updating the matrix, updating costs based on public input, attending meetings, making future presentations to the Town and public, answering questions about the various alternatives etc.

Fee Summary

B&L proposes to provide the above described Scope of Services for the fees indicated below.

Service	Fee	Fee Type
Phase I Environmental Site Assessment/EPA AAI Report	$ 4,500	Lump Sum
Environmental Lien Search Report (Optional)	$ 500	Lump Sum
Hazardous Material Investigation and Sampling	$ 5,500	Lump Sum
Project Development Services	$10,000	Time & Expense
Total	$20,500	

If any additional information is required or tasks performed beyond the scope as set forth herein, those items will be estimated separately and will be in addition to the lump sum fee indicated above. Please note that if any third-party reliance letters are required they will be in addition to the lump sum fee indicated above.

If this proposal meets with your approval, please countersign below and return one copy for our records.

Thank you for the opportunity to continue to provide services on this important project. If you should have any questions, please feel free to contact me.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Principal

TRB/GVL/PJC/DJR/jms
Encl. 2024 Standard Billing Rate Schedule

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the Original Agreement Terms and Conditions.

Mollie A. Collins — 1/19/2024

Mollie A. Collins, Town Supervisor — Date

RESOLUTION NO. 88.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, February 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR A FEASIBILITY STUDY OF THE TOWN COURT AND POLICE FACILITY

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for a feasibility study to be conducted at the Town Court and Police Facility, located at 101 Princetown Road, Rotterdam New York 12306, for a lump sum not to exceed fifty thousand and 00/100 ($50,000.00) dollars.

SECTION 2. This resolution shall become effective February 8, 2023.

DATED: February 8, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on February 8, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Schenectady, County

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE:	February 2, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services- Town Court and Police Station Feasibility Study
TOWN BOARD MEETING:	February 8, 2023
Background Information:	The existing Town Courts and Police facility is outdated, undersized, it does not meet current handicapped accessible requirements, and lacks the program needs for the intendent services and functions of these departments.
Evaluation/Analysis:	Barton & Loguidice will prepare a feasibility study to evaluate the Town Court and Police programs, based on three potential options consisting of the following: (1) renovation of the existing Town Court and Police facility with a building addition, on the current site, (2) Relocation of the Town Court and Police services to ViaPort Mall property, and (3) construction of an entirely new facility for the Town Court and Police services on a new suitable undetermined site, which would be purchased/acquired by the Town.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed $50,000.00 for the feasibly study.
Attachment/Document(s):	Barton & Loguidice proposal dated January 23, 2023.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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233	May 8, 2024

Barton
&Loguidice

January 23, 2023
Rev #1 02/02/23

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

Re: Town of Rotterdam
Town Court and Police Facility Feasibility Study
File: 704.4339

Dear Ms. Collins:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide the Town of Rotterdam (Town) this proposal for professional services related to the feasibility study of the Rotterdam Town Court and Police facility.

This proposal is a result of our conversations and meetings with you and various personnel from the Town. The Town has indicated that the existing Town Courts and Police facility is outdated, undersized, it does not meet current handicapped accessible requirements, and lacks the program needs for the intendent services and functions of these departments.

The Town has requested the services of B&L to prepare a feasibility study to evaluate the Town Court and Police programs, based on three potential options consisting of the following: (1) renovation of the existing Town Court and Police facility with a building addition, on the current site, (2) Relocation of the Town Court and Police services to ViaPort Mall property, and (3) construction of an entirely new facility for the Town Court and Police services on a new suitable undetermined site, which would be purchased/acquired by the Town.

Our methodology during the feasibility study will be interactive and will incorporate the Town as an important part of the team. This will create a fully integrated approach that ensures that all options will be developed in accordance with the needs of the department's end users, and the Town's values, needs, and economic goals.

Scope of Services

B&L offers the following Scope of Services for your consideration:

1. Attend a project kick-off meeting with the Town to review the previously approved space programming (which was developed for the Viaport project), and establish lines of communication for general coordination of the project.

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2. Utilizing the existing personnel data with existing space needs for each department, B&L will define the overall project programming. This will then be combined with forecasted personnel and operational requirements to determine spatial needs. Considerations for special equipment, interviewing, conferencing and meeting rooms, evidence and record storage, staff areas and functional requirements, and other specific space needs for the facility will also be incorporated to define the total project requirements.
3. B&L will summarize a study for evaluation of the three options indicated above that will meet the identified space and physical requirements.
4. The study will review project alternatives, future flexibility, cost effectiveness and pragmatic sustainability, as key factors for consideration.
5. B&L will provide necessary coordination and review meetings with the Town during development of the study.
6. B&L will prepare an estimate of probable construction costs for each of the three options, including costs for potential design alternatives. A summary matrix will be prepared, similar to the prior ViaPort project.
7. The Feasibility Study will be prepared in the following format:
    - Executive Summary
    - Introduction
    - Existing Building Facilities Assessment
    - Space Programming Assessment
    - Conceptual Design Options
    - Cost Analysis
8. B&L will submit a "draft" Feasibility Study to the Town and attend one (1) meeting at the Town to discuss and review the feasibility study.
9. Based on comments received from the "draft" Feasibility Study review meeting, B&L will make final modifications and updates to the study.
10. B&L will provide (1) meeting with Town to present the final Feasibility Study.

Fee Summary

Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Professional Services for the fees indicated below. Services will be provided in accordance with the Terms and Conditions as specified herein:

Service	Fee	Fee Type
Feasibility Study	$50,000	Lump Sum

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B&L

Exclusions and Assumptions

1. All field work and investigations will be performed in coordination with the Town.
2. Review meetings will be conducted via Zoom video conferencing or similar platform, unless indicated otherwise.
3. The Town will provide building construction documents of the existing building(s) to B&L for the purpose of evaluating the feasibility study and studying potential renovations and additional to the building.
4. Based on discussions with the Town, no coordination services with the Office of Court Administration (OCA) is included. Should these services be required and requested by the Town, B&L will prepare a separate letter at such time these services are requested.
5. This proposal is based on the assumption that any changes resulting from the review submission will not require the wholesale redesign of previously completed programming work. In the event that significant changes become necessary during the design process, B&L will notify the Town and negotiate an appropriate adjustment in fee and schedule at that time.
6. Any additional services provided, including, but not limited to, additional survey work for non-identified areas as stated above, or revisions beyond that stated, or any other service not described herein shall be provided following negotiation/acceptance of additional fees.
7. Schematic design, design development, preparation of final construction documents, bidding assistance, and construction contract administration services are not included at this time. Should these services be desired and requested by the Town, B&L will prepare a separate proposal at such time these services are requested.
8. No subconsultant or subcontractor services are included. If determined necessary, and requested, these services will be provided by a subsequent proposal once the scope of services is established.
9. No site survey or assistance with regulatory permitting is included. If determined necessary, and requested, these services will be provided by a subsequent proposal once the scope of services is established.
10. Services associated with the identification, design or remediation of lead, asbestos, mold or other hazardous environmental aspects are excluded from this scope of work.
11. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
12. Items that are excluded from our proposal, or which may be considered additional services, or are considered expenses, shall include, but not be limited to:
    a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
    b. Postage and mailing related to the project.
    c. Life Cycle Cost Analysis and systems alternatives.
    d. FF&E and moveable equipment selections and specifications.
    e. Special inspections are by others.
    f. ComCheck, energy modeling, commissioning and testing of systems is excluded.

B
&L

g. Evaluations for and development of LEED certification.

Additional Services

In the event additional services should be requested on this project, beyond the above outlined scope, we shall perform such services based on our Billing Rates for Calendar Year 2023, and/or B&L will prepare an itemized cost proposal for authorization by the Town.

If B&L is requested by the Town to obtain the services of a consultant(s), or provide work as an additional service in connection with the project, B&L shall be reimbursed for Consultant's fee expenses incurred in the interest of the project, plus profit of ten percent (10%).

Please indicate your acceptance to this proposal by signing in the space provided below, and returning one copy of this letter to my attention by mail, or email, at your earliest convenience. We appreciate the opportunity to provide continued service to the Town of Rotterdam.

If you have any questions, or wish to discuss any item within this proposal, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Senior Vice President

TRB/MCF/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Mollie A. Collins
Ms. Mollie Collins, Town of Rotterdam Supervisor

2/10/2023
Date

155 February 8, 2023

557 January 10, 2024

237 May 8, 2024

RESOLUTION NO. 207.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR TOWN HALL RENOVATIONS PHASE TWO

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 Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for Town Hall Renovations Phase Two, preliminary evaluation and conceptual design phase services, in the amount not to exceed sixty five thousand and 00/100 dollars ($65,000.00).

SECTION 2. This resolution shall become effective May 8, 2024.

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	May 1, 2024
TO:	Town Board
FROM:	Mollie Collins, Town Supervisor
TITLE OF REQUEST:	Agreement for Preliminary Evaluation/ Conceptual Design Phase Engineering Services for Rotterdam Town Hall Renovations Phase II.
TOWN BOARD MEETING:	May 8, 2024
Background Information:	Pursuant to Resolutions Nos. 104.23, 260.23, & 298.23, the Town signed an agreement with Barton and Logudice for Town Hall Renovations, went out to bid, and awarded the bids. Construction has been ongoing for this phase of Town Hall Renovations to include HVAC Roof Top Air-Handling Unit Upgrade, Exterior Brick Facade/EIFS Replacement, Fire Alarm System upgrades, Replacement of Exterior Doors, and Windows, and Exterior Foundation Repair/Resurfacing.
Evaluation/Analysis:	Phase II Renovations to Town Hall are necessary to do an update and reprogramming of all departments to develop a current work scope and relevant design needs, review the facility for staff security and secure access by the public, including restroom access and separation of staff and public.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed $65,000.00 for preliminary evaluation and conceptual design phase services for renovations to Town Hall Phase II.
Attachment/Document(s):	Barton & Loguidice agreement dated May 1, 2024
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of May in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

and the Architect:
(Name, legal status, address and other information)

Barton & Loguidice, DPC
10 Airline Drive
Suite 200
Albany, New York 12205

for the following Project:
(Name, location and detailed description)

Town Hall Renovations Phase II: Barton & Loguidice, DPC is authorized by the Town of Rotterdam to create project documents in accordance with Article 3 Scope of Architects Basic Services, which shall include the following section(s): 3.2 Preliminary Evaluation / Conceptual Design Phase Services.

This Preliminary Evaluation / Conceptual Design Phase Services will include: Updating and reprogramming of all departments to develop a current work scope and relevant design needs; Review the facility for staff security and secure access by the public, including restroom access and separation of staff and public; Concept renderings and presentation material for public engagement and Town review.

The project intent is extensive renovation to Town Hall as outlined below:

- 1st Floor - Create new public service access window off main lobby entry.
- 1st Floor - Renovation of new Assessor's Office(s) with new public access service window.
- 1st Floor - Renovation of new Comptroller Office(s) with new public access service window.
- 1st Floor - Renovation of new Public Work's Office(s).
- 1st Floor - New ADA accessible restrooms.

- Second Floor - Renovation of new Receiver of Taxes Office.
- Second Floor - Renovation of new Town Clerk Office.
- Second Floor - Renovation of new Town Supervisors Offices and Conference Areas.
- Second Floor - New ADA accessible restrooms.

- Third Floor - Renovations of new Town Archive and Records Storage Area.
- Third Floor - Renovation of new Conference Areas, Break Room and Staff Restrooms.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1263690320)

The following Sections are excluded from this agreement:

- 3.3 Schematic Design Services
- 3.4 Design Development Services
- 3.5 Construction Documents Phase Services
- 3.6 Procurement Phase Services
- 3.7 Construction Phase Services

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program shall be based on a conceptual design completed April, 2021, See Exhibit A. Previously developed conceptual design is subject to change based on Owner's input.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The existing three-story Town Hall Building is located at 1100 Sunrise Boulevard, Rotterdam, New York 12306. Building Occupancy Type is assembly, business/office and storage. The approximate size is 20,000 square feet.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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User Notes: (1263690320)

(Provide total and, if known, a line item breakdown.)

To be determined based on the Preliminary Evaluation / Conceptual Design Phase Services.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined (TBD), Preliminary Evaluation / Conceptual Design Phase Services estimated to start May 2024.

.2 Construction commencement date:

To be determined (TBD)

.3 Substantial Completion date or dates:

To be determined (TBD)

.4 Other milestone dates:

To be determined (TBD)

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Contractor Bid, Multiple Prime Contracts (Wick's Law)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

(Paragraph deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

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

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To be determined.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

*(Paragraphs deleted)*To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

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(List name, address, and other contact information.)

Donald H. Fletcher, P.E., Principal
Barton & Loguidice, DPC.
10 Airline Drive, Suite 200
Albany, New York 12205
(518) 218-1801

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

None

§ 1.1.11.1 Consultants retained under Basic Services:

*(Paragraphs deleted)*None

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

1.1.12.1 As a condition of this Agreement, it shall be acknowledged by all parties that the term "Architect" shall be understood to mean both "Architect and Engineer" throughout the entire Agreement.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

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commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Preliminary Evaluation / Conceptual Design Phase Services

§ 3.2.1 Conceptual Design Services consist of those services identifying, discussing, and prioritizing values, goals, and objectives to establish performance and design criteria for the Project.

§ 3.2.2 Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect and Owner shall identify programming participants to be involved with the programming process, including participants from the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders.

§ 3.2.3 The Architect shall manage and administer the Conceptual Design Services. The Architect shall consult with the Owner, facilitate and attend Project meetings, and communicate with the conceptual design participants.

§ 3.2.4 The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.2.5 The Architect shall prepare, and periodically update, a schedule for Conceptual Design Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the conceptual design schedule with the Owner's Project schedule.

(Paragraphs deleted)

§ 3.2.6 The Architect shall submit conceptual design documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services.

§ 3.2.7 The Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals for the Project, such as institutional purposes and growth, culture, technology, aesthetics, symbols, economics, environment, social, safety, sustainability, aspirations, and other relevant criteria.

§ 3.2.8 Following the visioning session, the Architect shall prepare and provide to the Owner a written evaluation of the prioritized values and goals for the Owner's review, confirmation, and approval.

§ 3.2.9 Following approval of the prioritized values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project.

§ 3.2.10 The Architect shall compile and review Project-related information, including the following:

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.1 Available data on existing facilities, land surveys, record documents, and other Owner documents, including existing program material and design and facility standards;
.2 Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances;
.3 Applicable non-governmental building and planning standards; and
.4 Relevant historical documents and archival materials.

§ 3.2.11 The Architect shall identify the constraints and opportunities that may impact the Project, such as location, access, visibility, and site and building services.

§ 3.2.12 The Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

.1 prepare, if appropriate, a space inventory;
.2 identify traffic and circulation patterns, use levels, and general adequacy of spaces to accommodate the users; and
.3 prepare a written description, a graphic illustration, or both, that includes relevant criteria.

§ 3.2.13 The Architect shall facilitate meetings, as applicable, with conceptual design participants to (1) review data obtained from information gathering activities; (2) consider and discuss design and planning issues, such as future growth and expansion projections; and (3) endeavor to achieve consensus as to how the values, goals, objectives, and information should influence the design of the Project.

§ 3.2.14 Based on the identified values, goals, objectives, and information gathered, the Architect shall develop performance and design criteria for the Project.

§ 3.2.15 The Architect shall make a preliminary determination of space requirements, space relationships, and circulation, and consider special requirements, such as aesthetics; ergonomics; flexibility; furniture, furnishings, and equipment (FF&E); lighting; sustainability; acoustics; surrounding environment; safety; security; and site information, as appropriate.

§ 3.2.16 The Architect shall identify unresolved programming issues, discuss them with the Owner, and recommend solutions for the Owner's approval prior to preparing the Architect's initial conceptual design document.

§ 3.2.17 The Architect shall compile the results of its findings and analyses concerning (1) the values, goals, and objectives for the Project; (2) information gathering; and (3) data analysis in an initial conceptual design document for the Owner.

§ 3.2.18 The Architect shall present its initial conceptual design document to the conceptual design participants, in a format approved by the Owner, and request the Owner's approval.

§ 3.2.19 Based on the Owner's approval of the initial conceptual design document, including the Owner's authorization of any adjustments, the Architect shall prepare the final conceptual design document for the Owner's approval.

§ 3.2.20 The Architect shall incorporate the Owner's design and facility standards and recommend Project standards, such as area allowances; space allocation; adjacencies; communication, technology, and security requirements; FF&E requirements; lighting; acoustics; and aesthetics.

§ 3.2.21 The Architect shall determine specific space requirements for the Project by

.1 identifying required spaces;
.2 establishing sizes and relationships;
.3 establishing efficiency factors; and
.4 documenting special requirements, such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, security, or site development.

§ 3.2.22 The Architect shall prepare a final conceptual design document detailing all items identified in Section 3.2, incorporating written and graphic materials that may include:

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.1 an executive summary;
.2 documentation of the methodology used to develop the program;
.3 value and goal statements;
.4 photo documentation of relevant existing site and building features;
.5 aspirational images;
.6 conclusions derived from data analysis;
.7 relationship diagrams;
.8 flow diagrams;
.9 matrices identifying space allocations and relationships;
.10 space listings by function and size; and
.11 space diagrams, as needed, to convey program information.

§ 3.2.23 The Architect shall review the Owner's budget and Project schedule and provide a preliminary opinion of probable costs with respect to the Owner's budget and Project schedule. The Architect's opinion of the budget shall be based on current area, volume, or other similar conceptual data.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.3.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe

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the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.4.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

(Paragraphs deleted)

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.7.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

(Paragraphs deleted)

§ 3.5.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.5.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.5.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.6 Procurement Phase Services

§ 3.6.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.6.2 Competitive Bidding

§ 3.6.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.6.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.6.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

(Paragraphs deleted)

§ 3.6.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.6.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.7 Construction Phase Services

§ 3.76.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.7.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.7.1.3 Subject to Section 4.2 and except as provided in Section 3.7.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

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exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)

§ 3.7.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

(Paragraph deleted)

§ 3.7.3 Certificates for Payment to Contractor

(Paragraph deleted)

§ 3.7.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

(Paragraph deleted)

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

(Paragraph deleted)

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

(Paragraph deleted)

§ 3.7.4 Submittals

(Paragraph deleted)

§ 3.7.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

(Paragraph deleted)

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review

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shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(Paragraph deleted)

§ 3.7.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

(Paragraph deleted)

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

(Paragraphs deleted)

§ 3.7.5 Changes in the Work

(Paragraphs deleted)

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.7.6 Project Completion

§ 3.7.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner/Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Paragraphs deleted)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;

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.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Ten (10) visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

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Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed

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with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

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.1 Termination Fee:

Zero Dollars

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero Dollars

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of

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compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (Lump Sum) based on the following:
(Insert amount)

Scope of Services:	Phase Cost
3.2 Preliminary Evaluation / Conceptual Design Phase Services	$65,000
3.3 Schematic Design Phase Services	Not Included
3.4 Design Development Phase Services	Not Included
3.5 Construction Documents Phase Services	Not Included
3.6 Procurement Phase Services	Not Included
3.7 Construction Phase Services	Not Included
Total Lump Sum Fee:	$65,000

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit B, Barton & Loguidice Billing Rates for Calendar Year 2024.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 Not Used
(Table deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit B, Barton & Loguidice Billing Rates for Calendar Year 2024.
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1
(Paragraphs deleted)
Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, and standard form documents;

.3 Postage, handling, and delivery;

.4
(Paragraph deleted)

.5 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
(Paragraphs deleted)

.6 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Direct cost of any additional insurances required from the Architect's insurance provider.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

2.0% per month

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[

(Paragraphs deleted)

X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Conceptual Drawing Design dated April 2021

(Paragraphs deleted)

Exhibit B: Barton & Loguidice Billing Rates for Calendar 2024

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Donald H. Fletcher, P.E. Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

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RESOLUTION NO. 208.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH SIEWERT EQUIPMENT FOR THE WASTEWATER TREATMENT PLANT

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 Siewert Equipment, located at 175 Akron Street, Rochester, New York 14609, for the purchase and installation of the parts and accessories listed in the attached Quote "QTRoch07656", for the Wastewater Treatment Plant, in the amount of five thousand five hundred ten and 30/100 ($5,510.30) dollars.

SECTION 2. This resolution shall become effective May 8, 2024.

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 2, 2024

TO: Town Board

FROM: Brion Dufek, Wastewater Treatment Plant Operator

TITLE OF REQUEST: Accept Quote from Siewert Equipment for Labor, Equipment and Repairs

TOWN BOARD MEETING: May 8, 2024

Background Information: The static sleeve, bearing assembly, shaft, sprocket bore and accessories are necessary for the secondary clarifier to be operational again.

Evaluation/Analysis: Siewert Equipment is the sole provider for the parts needed to repair the secondary clarifier.

Recommendation(s): Accept the quote from Siewert Equipment for the parts necessary to repair the secondary clarifier.

Attachment/Document(s): quote from Siewert for parts and equipment.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

SIEWERT EQUIPMENT
A Division Of
CUMMINS-WAGNER
100% Employee Owned

QUOTATION

Quote No. QTRoch07656
Attention: Brion Dufek
Order Date 04/15/2024

Siewert Equipment
175 Akron Street
Rochester NY 14609
United States

Phone: (585) 482-9640
FAX: (585) 482-4149

Ship To:
TOWN OF ROTTERDAM
26 WEST CAMPBELL RD
SCHENECTADY NY 12306-2936
United States

Bill To:
TOWN OF ROTTERDAM
1100 Sunrise Blvd
TOWN HALL
Rotterdam NY 12306-2936
United States

Customer	Quoted By	Sales Rep
205356 TOWN OF ROTTERDAM	Cheryl Derr	Will Stradling
Payment Terms	**Instructions**	**VIA**
Net 30		

LN	Item	Description	Quantity	Unit Price	Ext. Price
		BRENTWOOD 10000506-002 STATIC SLEEVE BEARING ASSY, 2.44" SHAFT, 3.34" SPROCKET BORE, 316SS BAND CLAMP, UHMW-PE *Estimated 6 week lead time	2	495.19	990.38
		BRENTWOOD 10000351-015 NCS-720S SPROCKET ASSY, 17T, SPLIT, PLAIN BORE, 3.34" BORE, ENG HDW, PA6 *Estimated 9 week lead time	2	2,259.96	4,519.92
		THIS IS NOT AN INVOICE ADDITIONAL CHARGES MAY APPLY			

SUBTOTAL	**5,510.30**
TAX	**0.00**
SHIPPING	**0.00**
ORDER TOTAL	**$ 5,510.30**

FREIGHT TERMS: FOB FACTORY, PREPAY & ADD. The prices are firm for 15 days from the date of this quotation. Does not include any taxes. NOTE: Our minimum order policy is $25.00. Items quoted are based on data provided. Our vendors are no longer accepting returns due to customer error or convenience. If any return is approved, restocking charges will apply. To insure proper items are supplied, Please verify all data before ordering. ***PRICE QUOTED DOES NOT APPLY TO CREDIT CARD PAYMENTS, PLEASE REQUEST A REVISED QUOTE IF USING A CREDIT CARD. A 4% processing fee will be added***

Quoted prices are subject to change based on market conditions until a PO is accepted.
Cummins-Wagner terms and conditions applicable to this document are found on our website at www.cummins-wagner.com

CUMMINS-WAGNER

"A 100% Employee Owned Company"

Terms and Conditions

1. **PRODUCTS:** Products (parts, components, items, materials, assemblies) herein are of the Manufacturer's standard or available construction and specifications. It is Buyer's final responsibility to determine if these products satisfactorily meet Buyer's or Buyer's customer's plans, specifications and requirements. Weights and dimensions when given are approximate unless certified in writing by the Manufacturer.
2. **SELECTION AND END USE:** Seller is not in any way liable for selection, application, or suitability of products herein for any particular use or for any installation or operational costs incurred with these products, all of the aforesaid being the final responsibility of Buyer.
3. **QUOTATIONS:** Seller as a service to Buyer may quote orally or in writing from time to time current prices then in effect for products or services offered for sale by Seller; however, such prices are subject to change without notice. Quotations may be withdrawn at any time prior to actual receipt by Seller of a written purchase order and release from Buyer to manufacture and/or ship the products or perform the services described herein. Quotations shall become null and void upon the elapse of thirty (30) days from the date of quotation unless earlier withdrawn. Seller does not assume any responsibility for any variation in quantity or omission of any item in any quotation that may be required by any plan or specification or otherwise. Seller is not responsible for any typographical errors or reproduction deficiencies. Quotations for the Quantities, Products and Services described herein are subject to these Terms and Conditions only; Seller will only accept orders on these exact Terms, Conditions and Provisions and no inconsistent terms, conditions, provisions or modifications will be agreed to unless specifically approved in writing by an officer of Seller.
4. **PURCHASE ORDERS AND ACCEPTANCE:** Purchase orders of Buyer resulting from oral or written quotations of Seller shall be subject to the Quantities, Products and Services herein, these Terms and Conditions, and the written approval signed by an authorized representative of Seller in the Seller's acknowledgement. Any term(s), condition(s) or provision(s) of Buyer's purchase order which are inconsistent with these stated herein, shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the products or performance of the services described herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practical after receipt of Seller's acknowledgement, acceptance of Seller's Terms and Conditions hereof by Buyer shall be presumed and, in the absence of such notification, Buyer's oral or written release to manufacture and/or ship the products or perform the services described herein, shall be conclusively deemed as Buyer's acceptance of these Quantities, Products, Services, Terms and Conditions herein. If Buyer notifies Seller in writing of his objections to any of the Terms, Conditions and Provisions described herein, such objections are not accepted by Seller unless specifically accepted in writing signed by an officer of Seller. Seller's responsibility is limited solely to the furnishing of the products or services described herein and assumes no responsibility for any other or further requirements or conditions expressed in any plan, specification, purchase order or other document.
5. **SUBMITTAL:** If Specifically requested in writing by Buyer at the time of purchase order, Seller will prepare submittal data (product bulletins, descriptive data, curves, diagrams, each independently as required) for written approval, corrections, or rejection by Buyer, Buyer's customer or Buyer's customer's authorized representative. Any changes in the submitted products required by the approving authority will be at the Buyer's expense and supported by a written change order in accordance with Sellers Terms and Conditions. In case of dispute between Buyer and Seller of required changes or rejection of the products herein, either Buyer or Seller may cancel this contract in writing to the other without penalty, unless Buyer has previously released to manufacture and/or ship the products in question, which in such case Buyer will be fully responsible for the products and all payments as if a submittal had not been requested. In no case will Seller be obligated to offer for sale or furnish any modified or alternate products to those described herein.
6. **TIME OF SHIPMENT:** Stated shipping dates are approximate. Seller shall not be liable or subject to any special or consequential damages for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including, but not limited to, strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers and governmental acts and regulations.
7. **DELIVERY AND FREIGHT:** Delivery of these products shall be F.O.B. the place of shipment to Buyer. Thereafter Buyer assumes full responsibility for any damage or loss irrespective of Seller's prepayment of freight charges. Buyer shall furnish at Buyer's expense, labor and equipment necessary to expeditiously unload products delivered by Seller. Any expenses incurred by Seller due to the delay in unloading shall be reimbursed to Seller by Buyer.
8. **STORAGE:** A product held in storage for the convenience of Buyer will be invoiced to Buyer as if the products were shipped and Buyer agrees to pay for same plus additional reasonable storage charges in accordance with the following payment terms.
9. **PAYMENT:** Buyer agrees to pay Seller within thirty (30) days of invoice date. If Seller has not received payment within these thirty (30) day terms, Seller may add and receive payment from Buyer interest charges at the rate of 1½% per month on unpaid balance plus such other reasonable collection costs and expenses incurred including attorney's fees, collections fees, court costs and otherwise. Cash or anticipation discounts are not offered unless specifically stated on Seller's invoice, no discounts are allowed on freight, shipping, taxes or interest charges. Cash discounts offered for early payment are earned only when payment is received in the office of Seller on or before the specified discount terms or date. Seller reserves the right to make partial invoices(s) for storage, shipments or services performed and receive payment in accordance with the above terms. Buyer agrees not to make any deductions for taxes, freight, retainages, alleged damages or otherwise from any payments due herein. Payment by credit card may incur a 3% fee.
10. **TAXES:** Buyer shall pay in addition to the purchase price and other charges herein, all excise, sales, privilege, use or other taxes, Federal, State, Local or Foreign, payable by Seller because of the execution of this contract.
11. **CREDIT AND DEFAULT:** If financial responsibility of Buyer becomes impaired or unsatisfactorily in the sole judgment of Seller under this or any other contract between the parties, advance cash payments or satisfactory security shall be given by Buyer upon demand by Seller and any shipments due under this or any contract may be withheld until all payments due are received in full and Buyer's credit has been re-established satisfactorily in the sole judgment of Seller. In addition to all other remedies, in the event of default by Buyer under the terms of this agreement, Seller shall have the right to take exclusive possession of the products sold herein wherever found and to remove same without legal process, any payments having been made on account thereof to be retained by Seller as liquidated damages; or Seller may, in addition to all other remedies available to it, if it deems said products are not readily removable or resalable, sue for and collect any unpaid payments including interest charges, plus such other costs and expenses as Seller has incurred or may incur which shall become immediately due and payable upon Buyer's default of any of the terms of this contract, said remedies to be cumulative.
12. **WARRANTIES:** There is NO WARRANTY, representation or condition OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE) by Seller regarding the products herein; Buyer is solely limited to the Manufacturer's express written warranty, copies of which will be furnished to Buyer upon request. No warranty conditions will be considered until payment of this contract has been made in full.
13. **SELLER'S LIABILITY:** Seller's liability shall be limited to the stated selling price of any defective product and in no event shall Seller be liable for prospective profits or special, direct, indirect or consequential damages of any kind caused by a product, component or part failure. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of any product, component or part herein.
14. **RETURNS:** Products purchased herein may not be returned without the express written permission of Seller, as evidenced by Seller's or Manufacturer's properly authorized return material form, of which a copy must accompany the returned material. Authorized returns shall be shipped at the expense and liability of Buyer to the destination specified by Seller. Such returns are accepted by Seller or Manufacturer for inspection only; any allowance or credit originates with the Manufacturer subject to charges for freight, handling, inspection, repair, restocking and otherwise. Damaged, installed, used or special order products are not returnable. Seller or Manufacturer will not accept debit charges from Buyer for returned products.
15. **SERVICE:** Seller does not include any field or shop labor or service equipment and/or materials for the products herein unless specifically stated as an item in the body of this contract. Any service requested in addition to that not included in the body of this contract will be considered a separate contract and require a separate purchase order from Buyer. No service requests will be accepted or performed when Buyer's account is past due according to the payment terms herein.
16. **CHANGE, MODIFICATION, CANCELLATION:** This contract cannot be changed, modified or cancelled except by written agreement executed by Buyer and an officer of Seller.
17. **JURISDICTION:** This agreement shall be governed and construed in accordance with the laws of the State of Maryland.

SIEWERT EQUIPMENT
A Division Of
CUMMINS-WAGNER
100% Employee Owned

Siewert Certified Service
2023 Service Rates



HOURLY RATES	Standard	Overtime	Holidays & Sundays
Service Technician	$145.00	$217.50	$290.00
Vibration Analyst**	$160.00	$240.00	--
Public Works Projects*	$180.00	$270.00	$360.00
Reliability Engineer**	$195.00	$290.00	--

Terms & Definitions

- **Standard Rate:** 7:00 a.m. to 4:00 p.m., Monday through Friday.
- **Travel:** Technician travel is billed at hourly rate and vehicle charge is $1.50 per mile (portal to portal)
- **Emergency Services 24/7:** A charge of $225 applies to same-day and next-day service.
- **After-hours Emergency Services:** Overtime and holiday rates apply with minimum 4-hour billing.
- **Overnight:** A per diem allowance of $245 per technician will be charged per overnight.
- **Parts & Supplies:** Manufacturer's current list prices apply.
- **Warranty:** 90 days limited warranty for defects in parts and workmanship.
- **Credit Card:** A 4% processing surcharge applies to all credit card orders.
- **Specialty Tools & Services:**

Oil /Waste Disposal:	$30 per pump/machine	**Flatbed Truck & Crane:**	$225 per trip
Oil Analysis:**	$75 per pump/machine	**Portable Gantry Crane:**	$215 per trip
Laser Alignment:**	$215 per pump	**Roto-Jet Service:**	$215 per pump
Vibration Testing:	$215 per day	**E/One Loaner Pump:**	$25 per day
Confined Space Equipment:	$250 per station	**Shop Storage:**	$10 per day after 30 days

- ***Public Works Projects:** Prevailing Wage rates apply to all on-site Public Works Projects, in accordance with Article 8, Section 220 of the New York State Labor Law.
- ****Services** include an electronic report of findings, quantitative analysis, and recommendations.

Rev. 1.23

** Charges will appear on your credit card statement as a charge from "Cummins-Wagner Company" **

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SERVICE CENTERS:

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Rochester, NY 14609	Albany, NY 12203
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F: (585) 482-4149	F: (518) 272-4406

RESOLUTION NO. 209.24

TO ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR APRIL 2024

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of April 2024, has been placed on file and the town clerk's check in the amount of eight thousand one hundred sixteen dollars and 93/100 ($8,116.93) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective May 8, 2024

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 1, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for April $8,116.93 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: May 8, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: May 8, 2024

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of May 8, 2024

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Diane M. Marco, Town Clerk

Account Description	Fee Description	Account#	Qty	Local Share
		Total Local Shares Remitted:		**$8,116.93**
Amount paid to:	NYS Ag. & Markets for spay/neuter program			347.00
Amount paid to:	NYS Environmental Conservation			392.40
Amount paid to:	State Health Dept. For Marriage Licenses			90.00
Total State, County & Local Revenues:	**$8,946.33**	**Total Non-Local Revenues:**		**$829.40**

To the Supervisor:

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

Mollie A. Collins 5/6/2024 Diane M. Marco 5/6/2024

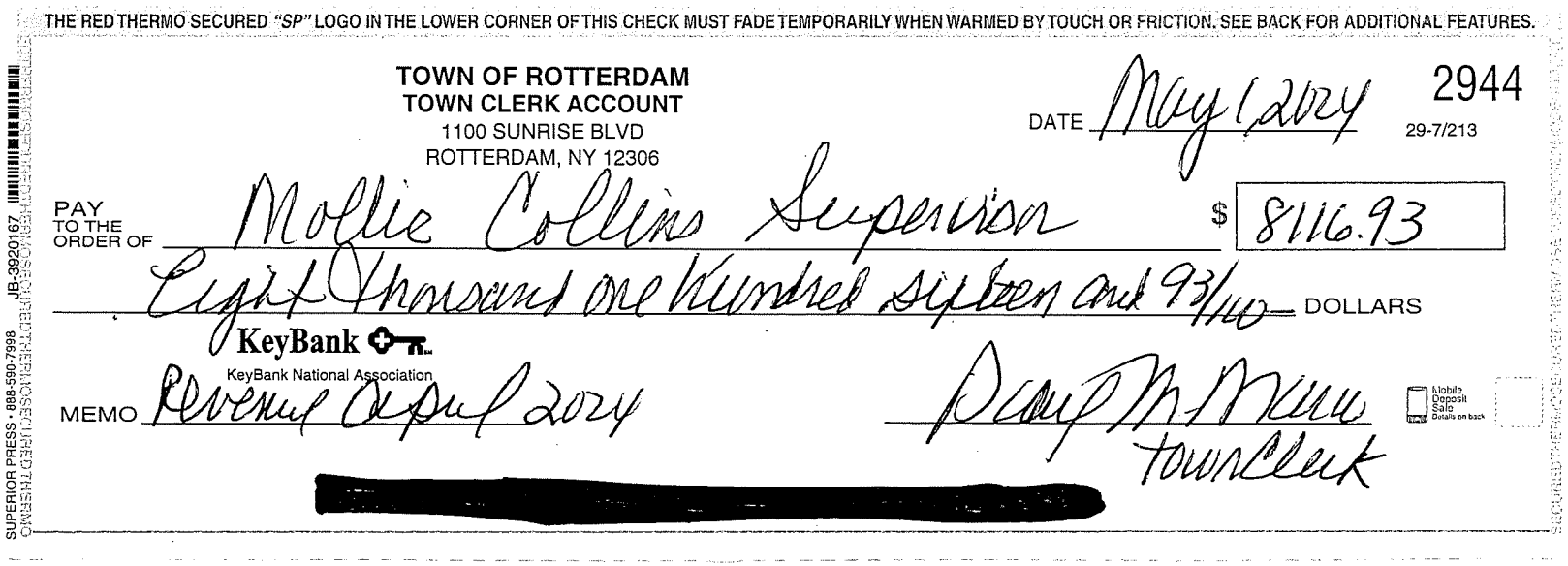
Supervisor Date Town Clerk Date

Town Clerk Monthly Report
April 01, 2024 - April 30, 2024

Account Description	Fee Description	Account#	Qty	Local Share
Carnival Fee	Carnival	A2545	1	500.00
			Sub-Total:	**$500.00**
Conservation	Conservation	A1255	14	27.60
			Sub-Total:	**$27.60**
Dog Licensing	Exempt Dog	A2544	3	0.00
Dog Licensing	Female, Spayed	A2544	121	1,694.00
Dog Licensing	Female, Unspayed	A2544	11	187.00
Dog Licensing	Male, Neutered	A2544	142	1,988.00
Dog Licensing	Male, Unneutered	A2544	17	289.00
Dog Licensing	Replacement Tags	A2544	1	3.00
			Sub-Total:	**$4,161.00**
Ez pass	Ez Pass	A1255	3	75.00
			Sub-Total:	**$75.00**
GENERAL LIC.	Junkyard Permit	A2545	2	1,000.00
			Sub-Total:	**$1,000.00**
Late Fees	Late Fee -Dog Renewal	A1550	24	240.00
			Sub-Total:	**$240.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	4	70.00
			Sub-Total:	**$70.00**
Misc	Impoundment Fees - Dogs	A1550	2	20.00
	Misc		10	344.33
			Sub-Total:	**$364.33**
MISC. FEES	Boarding - Dog		1	25.00
MISC. FEES	Certified Copies	A1255	95	950.00
	Redemption - Dog		1	10.00
			Sub-Total:	**$985.00**
parade vending permit	Parade Permit	A002545	5	125.00
			Sub-Total:	**$125.00**
PERMIT FEES	Garage Sale	A2590	62	310.00
			Sub-Total:	**$310.00**
Second Hand Dealers	Second Hand Dealers	A2545	2	500.00
			Sub-Total:	**$500.00**
Senior Discount	Senior Discount	A2544	82	-816.00
			Sub-Total:	**-$816.00**
Taxicab License	Taxi	A2545	15	575.00
			Sub-Total:	**$575.00**

Monthly Worksheet of Daily Work
April 2024

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
4/1/2024	$435.00	$30.00	$28.34	$1.66	$185.00	$18.00	$167.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/2/2024	$637.11	$0.00	$0.00	$0.00	$350.00	$33.00	$317.00	$0.00	$0.00	$0.00	- $52.11	$0.00	$0.00	$0.00	$0.00
4/3/2024	$373.22	$65.00	$59.22	$5.78	$245.00	$22.00	$223.00	$0.00	$0.00	$0.00	$3.22	$0.00	$0.00	$0.00	$0.00
4/4/2024	$345.63	$0.00	$0.00	$0.00	$195.00	$15.00	$180.00	$0.00	$0.00	$0.00	$15.63	$0.00	$0.00	$25.00	$0.00
4/5/2024	$1,302.58	$35.00	$32.34	$2.66	$135.00	$14.00	$121.00	$40.00	$22.50	$17.50	$37.58	$0.00	$0.00	$0.00	$0.00
4/8/2024	$308.47	$30.00	$27.62	$2.38	$226.00	$24.00	$202.00	$0.00	$0.00	$0.00	$32.47	$0.00	$0.00	$0.00	$0.00
4/9/2024	$295.00	$25.00	$23.62	$1.38	$210.00	$17.00	$193.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/10/2024	$270.00	$0.00	$0.00	$0.00	$215.00	$17.00	$198.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00
4/11/2024	$105.00	$0.00	$0.00	$0.00	$105.00	$9.00	$96.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/12/2024	$237.41	$25.00	$23.62	$1.38	$116.00	$13.00	$103.00	$0.00	$0.00	$0.00	$51.41	$0.00	$0.00	$25.00	$0.00
4/15/2024	$581.79	$35.00	$32.34	$2.66	$316.00	$32.00	$284.00	$0.00	$0.00	$0.00	$40.79	$0.00	$0.00	$0.00	$0.00
4/16/2024	$238.00	$25.00	$23.61	$1.39	$93.00	$6.00	$87.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/17/2024	$290.00	$30.00	$28.34	$1.66	$170.00	$15.00	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/18/2024	$240.37	$5.00	$4.72	$0.28	$165.00	$16.00	$149.00	$0.00	$0.00	$0.00	$40.37	$0.00	$0.00	$0.00	$0.00
4/19/2024	$660.51	$0.00	$0.00	$0.00	$105.00	$7.00	$98.00	$40.00	$22.50	$17.50	$60.51	$0.00	$0.00	$0.00	$0.00
4/22/2024	$515.00	$25.00	$23.62	$1.38	$235.00	$24.00	$211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/23/2024	$176.00	$35.00	$33.06	$1.94	$71.00	$9.00	$62.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/24/2024	$175.24	$40.00	$37.78	$2.22	$95.00	$10.00	$85.00	$0.00	$0.00	$0.00	$10.24	$0.00	$0.00	$0.00	$0.00
4/25/2024	$110.00	$0.00	$0.00	$0.00	$90.00	$8.00	$82.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/26/2024	$145.00	$0.00	$0.00	$0.00	$65.00	$5.00	$60.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
4/29/2024	$765.00	$15.00	$14.17	$0.83	$140.00	$15.00	$125.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4/30/2024	$740.00	$0.00	$0.00	$0.00	$165.00	$18.00	$147.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
Audited by dmm 04/30/2024	**$8,946.33**	$420.00	**$392.40**	**$27.60**	$3,692.00	**$347.00**	**$3,345.00**	$160.00	**$90.00**	**$70.00**	**$344.33**	**$0.00**	**$0.00**	**$75.00**	**$0.00**



THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

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TOWN OF ROTTERDAM
TOWN CLERK ACCOUNT
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

DATE May 1 2024 2944
29-7/213

PAY TO THE ORDER OF Mollie Collins Supervisor $ 8116.93

Eight Thousand one Hundred sixteen and 93/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue April 2024

Dawn M. Mann
Town Clerk

Mobile Deposit Safe Details on back

[redacted]

RESOLUTION NO. 210.24

TO AUTHORIZE CHANGE ORDER NO. 4 WITH JOHN W. DANFORTH COMPANY FOR THE ROTTERDAM TOWN HALL RENOVATIONS

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 Change Order No. 4 with John W. Danforth, located at 5 Liebich Lane, Halfmoon, NY 12065, for the Rotterdam Town Hall Renovations, Contract 2 – Mechanical Construction, to remove and replace registers, grills and diffusers in waiting 217, open office 218, storage 219 and V. Dalton Bambury Board Room 223, for a cost increase of eight thousand one hundred fifty five and 79/100 ($8,155.79) dollars, and a new contract sum totaling one hundred ninety four thousand, eight hundred twenty three and 60/100 ($194,823.60) dollars.

SECTION 2. This resolution shall become effective May 8, 2024.

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	May 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Town Hall Renovations-Change Order #4, John W. Danforth Company
TOWN BOARD MEETING:	May 8, 2024
Background Information:	John W. Danforth Company is the Mechanical Contractor for the Rotterdam Town Hall Renovations.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for John W. Danforth Company for the Rotterdam Town Hall Renovations. The change order is to remove and replace registers, grills and diffusers in waiting 217, Open Office 218, Storage 219 and V. Dalton Bambury Board Room 223.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with John W. Danforth Company in an amount not to exceed $8,155.79.
Attachment/Document(s):	Barton & Loguidice Change Order dated May 1, 2024.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 2 - Mechanical Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: MC CO 004

Date: 05/01/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
John W. Danforth Company
5 Liebich Lane
Halfmoon, NY 12065

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is to remove and replace registers, grills and diffusers in Waiting 217, Open Office 218, Storage 219 and V. Dalton Bambury Board Room 223.

The original Contract Sum was	$	177,900.00
The net change by previously authorized Change Orders	$	8,767.81
The Contract Sum prior to this Change Order was	$	186,667.81
The Contract Sum will be increased by this Change Order in the amount of	$	8,155.79
The new Contract Sum including this Change Order will be	$	194,823.60

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Barton & Loguidice	John W. Danforth Company	Town of Rotterdam
(Firm name)	*(Firm name)*	*(Firm name)*
	Digitally signed by Wendy D. Glauber DN: cn=Wendy D. Glauber, o=John W. Danforth Company, ou=General Counsel, email=wglauber@jwdanforth.com, c=US Date: 2024.05.03 11:22:57 -04'00'	
SIGNATURE	SIGNATURE	SIGNATURE
Josh Conley, Project Architect	Wendy D. Glauber, General Counsel	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
May 6, 2024	Mary 3, 2024	
DATE	DATE	DATE

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User Notes:
(3B9ADA42)

since 1884 danforth

TO: Town of Rotterdam
RE: Rotterdam Town Hall Renovation
JWD CPR: 4
CPR Title: Remove and Replace RGDS
Date: 4/23/2024

To whom it may concern:

We enclose a breakdown of costs for the changes you have requested:

We were furnished the following drawings and specifications: ED-102

We propose to: Remove and Replace Registers, Grills and Diffusers in the Waiting room 217, open office 218, storage 219, and V. Dalton Bambury Board Room 223.
The lead time is 5-6 weeks on RDGs.

Work Start Date: TBD

Work End Date: TBD

Extension Req'd days (on-site duration): 1

Ext. Req'd days (mat/equip lead time): TBD

CPR Expires in 10 days

CPR for Materials Expires in 1 days

We do not include the following: Unforeseen conditions; cleanup; dumpsters; painting; temporary facilities of any kind; electrical/power wiring of any kind; controls wiring; shop drawings; as-built drawings; escutcheons; reconditioning and cleaning of owner equipment or material; any work that is not explicitly called out in scope of work description above.

The total net change to our contract is as follows: $ 8,155.79

This change proposal covers only the direct costs associated with the change order work described above. The contractor expressly reserves the right to submit, at a later date, added costs and/or time extension requests attendant to this modification arising from, but not limited to: extended field and home office overhead, labor and equipment inefficiencies, disruptions, cumulative impacts, impacts to the critical path and related delay costs, schedule resequencing and/or overtime and acceleration.

We reserve the right to modify this estimate, if additional work not covered by this proposal is required.
Unless noted otherwise, it is anticipated that all work required by this change will be done on a straight time basis. Overtime work, if required, will be billed as an additional item.

- Sales tax IS NOT included in this proposal.
- This proposal is for acceptance within 10 days and is subject to escalation thereafter.
- An extension of time of 1 calendar days is required.
- Please advise as soon as possible if we are to proceed. We will not proceed without formal written change order, per contract terms.

Regards,

Ahmed Anani 4/23/2024
JWD Representative {Your Title Here} Date

Customer Representative Date

Project Name: Rotterdam Town Hall Renovation
Description: Remove and Replace RGDS

CPR #: 4
Date: 4/23/2024

Labor

Field	Hours	Total
PIPE (MP)	-	$ -
PIPE (PLM)	-	$ -
PIPE (REF)	-	$ -
TIN	24.00	$ 2,759.20
BAL	-	$ -
CTS/SERVICE	-	$ -
COMMISSIONING	-	$ -
DUCT CLEANING	-	$ -
SUBTOTAL	24.00	$ 2,759.20

Shop	Hours	Total
PIPE	-	$ -
TIN	-	$ -
BAL	-	$ -
SUBTOTAL	-	$ -
Shop Burden	-	$ -
SUBTOTAL	-	$ -

General		
SUBTOTAL	-	$ -

SUBTOTAL		$ 2,759.20
Overhead %	10.0%	$ 275.92
LABOR SUBTOTAL		$ 3,035.12
Profit %	10.0%	$ 303.51
LABOR TOTAL	**24.00**	**$ 3,338.63**

Other Direct Job Costs

Category	Hours	Total
CAD	-	$ -
PM	-	$ -
PROJ_ENGINEER	-	$ -
EST	-	$ -
SAFETY	-	$ -
DRIVER	-	$ -
PROJECT ADMIN	-	$ -
PROJECT EXECUTIVE	-	$ -
QA QC MANAGER	-	$ -
SENIOR PROJECT MANAGER	-	$ -
PER DIEM	-	$ -
LODGING	-	$ -
TRAVEL	-	$ -
SUBTOTAL	-	$ -
Overhead %	10.0%	$ -
ODJC SUBTOTAL		$ -
Profit %	10.0%	$ -
ODJC TOTAL	-	$ -

rev.2 05/2014

Project Name: Rotterdam Town Hall Renovation
Description: Remove and Replace RGDS

CPR #: 4
Date: 4/23/2024

Equipment & Material

			Total
General			$ -
Consumables			$ -
Rentals & Tools			$ -
Equipment			$ 3,625.00
Sheet Metal Equipment			$ -
Pipe/Other Materials			$ 100.00
Sheet Metal Shop Fabrication			$ -
SUBTOTAL			$ 3,725.00
Material Escalation		0.00%	$ -
Sales Tax	☐	0.00%	$ -
SUBTOTAL			$ 3,725.00
Overhead %	10.0%		$ 372.50
E&M SUBTOTAL			$ 4,097.50
Profit %	10.0%		$ 409.75
E&M TOTAL			**$ 4,507.25**

Subcontractors

Vendor	Trade		Total
	Insulation		
	Controls		$ -
			$ -
SUBTOTAL			$ -
Overhead %	10.0%		$ -
SUBTOTAL			$ -
Profit %	10.0%		$ -
SUBCONTRACTOR TOTAL			**$ -**

CHANGE ORDER SUBTOTAL			$ 7,845.88
INTEREST ON WORKING CAPITAL			$ -
BONDING & INSURANCE		1.95%	$ 152.99
WARRANTY COST		2.00%	$ 156.92
SUBTOTAL			$ 8,155.79
Interest on Retention			$ -
Additional MWBE% Required		0%	$ -
TOTAL			**$ 8,155.79**

rev.2 05/2014

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Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 2 - Mechanical Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: MC RFP 004

Proposal Request Date: 04/16/2024

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
John W. Danforth Company
5 Liebich Lane
Halfmoon, NY 1206

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Provide a cost proposal to remove and replace registers, grilles and diffusers in Waiting 217, Open Office 218, Storage 219, and V. Dalton Bambury Board Room 223.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA4D)

51130-2-702

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on May 8, 2024, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

_____
Supervisor

_____
Councilman

_____
Councilman

_____
Councilman

_____
Councilman

In the Matter of The Joint Increase and Improvement of the Facilities of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York	PUBLIC INTEREST ORDER

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, has duly caused to be prepared, by competent engineers duly licensed by the State of New York, a map, plan and report including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the proposed joint increase and improvement of the facilities of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County,

New York (together, the "Districts"), consisting of various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $8,600,000; and

WHEREAS, it was expected that the apportionment of such cost between the Districts shall be as follows: Water District No. 3: 96.8% ($8,324,800) and Water District No. 4: 3.2% ($275,200); and

WHEREAS, such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be annually apportioned and assessed upon the several lots and parcels of land within each said District in the manner provided by law, in an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due; and

WHEREAS, the capital project hereinafter described is expected to be determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, it has been determined will not result in any significant adverse environmental impact and SEQRA compliance materials are on file in the Office of the Town Clerk where they may be inspected during regular office hours; and

WHEREAS, at a meeting of said Town Board duly called and held on April 24, 2024, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the joint increase and improvement of facilities of Water District No. 3 and

Water District No. 4 in said Town at a maximum estimated cost of $8,600,000, and to hear all persons interested in the subject thereof concerning the same at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on May 8, 2024, at 7:00 o'clock Noon P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the joint increase and improvement of the facilities of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York, consisting of various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $8,600,000, allocated as follows: Water District No. 3: 96.8% ($8,324,800) and Water District No. 4: 3.2% ($275,200).

Section 2. This Order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll, which resulted as follows:

_____ VOTING _____

_____ VOTING _____

_____ VOTING _____

_____ VOTING _____

_____ VOTING _____

The Order was thereupon declared duly adopted.

* * * * *

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 8th day of May, 2024.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

   PUBLICATION (here insert newspaper(s) and date(s) of publication)

   POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of May, 2024.

_____
Town Clerk

(CORPORATE
SEAL)

BOND RESOLUTION 211.24

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on the 8th day of May, 2024, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilman _____ who moved its adoption, seconded by Councilman _____ to-wit:

BOND RESOLUTION 211.24 DATED MAY 8, 2024

A RESOLUTION AUTHORIZING THE ISSUANCE OF $8,600,000 SERIAL BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE JOINT INCREASE AND IMPROVEMENT OF THE FACILITIES OF WATER DISTRICT NO. 3 AND WATER DISTRICT NO. 4, EACH IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to jointly improve the facilities of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York, at a maximum estimated cost of $8,600,000; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have any significant adverse impact on the environment; NOW,

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

RESOLVED, by the Town Board of the Town of Rotterdam, Schenectady County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the joint increase and improvement of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York, consisting of various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental

improvements and expenses in connection therewith, there are hereby authorized to be issued $8,600,000 serial bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is $8,600,000, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of the $8,600,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Rotterdam, Schenectady County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Water District No. 3 and Water District No. 4 as applicable in the manner provided by law, apportioned to Water District No. 3 at 96.8% ($8,324,800) and to Water District No. 4 at 3.2% ($275,200), there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the

Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at the Supervisor's sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the

New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

DATED: April 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The resolution was thereupon declared duly adopted.

* * * * * *

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

I, the undersigned Clerk of the Town of Rotterdam, Schenectady County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 8th day of May, 2024.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

   PUBLICATION (here insert newspaper(s) and date(s) of publication)

   POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of April, 2024.

_____
Town Clerk

(CORPORATE
SEAL)

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on May 8, 2024, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Rotterdam, Schenectady County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Rotterdam, New York,
May 8, 2024.

/s/Diane M. Marco
Town Clerk

BOND RESOLUTION DATED MAY 8, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $8,600,000 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE JOINT INCREASE AND IMPROVEMENT OF THE FACILITIES OF WATER DISTRICT NO. 3 AND WATER DISTRICT NO. 4, EACH IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

Class of objects or purposes:	Joint increase and improvement of Water District No. 3 and Water District No. 4
Period of probable usefulness:	40 years
Maximum estimated cost:	$8,600,000
Amount of obligations to be issued:	$8,600,000 bonds
SEQRA status:	Unlisted Action. Negative Declaration. SEQRA compliance materials on file in the office of the Town Clerk where they may be inspected during normal office hours by appointment.

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: May 1, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Paul Sebesta, Deputy Comptroller

TITLE OF REQUEST: Public Interest Order and Bond Resolution regarding the increase and improvement of the facilities of Water District No. 3 and the Water District No. 4.

TOWN BOARD MEETING: May 8, 2024

Background Information: Town Board duly called and held on April 24, 2024, an Order adopted by the Town Board to consider the joint increase and improvement of facilities of Water District No. 3 and Water District No. 4 at a maximum estimated cost of $8,600,000.

Evaluation/Analysis: Such cost shall be annually apportioned among such Districts and the amounts so apportioned shall be annually apportioned and assessed upon the several lots and parcels of land within each said District as follows: Water District No. 3: 96.8% ($8,324,800), and Water District No. 4: 3.2% ($275,200).

Recommendation(s): Hold a public hearing at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, on the 8th day of May, 2024, at 7:00 o'clock P.M. to hear public comments regarding the improvements and subsequently vote to approve or deny the accompanying bond resolution based upon the previously known considerations and public comments.

Attachment/Document(s): Public Interest Order and Bond Resolution prepared by ORRICK, Bond Counsel

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: ORRICK - Bond Counsel

State of New York
County of Schenectady
ss.;

Randall W. Lewis of the City of Schenectady, being duly sworn, says that he is Principal Clerk in the office of The Daily Gazette, Co. Inc. published in the City of Schenectady and that the notice/advertisement, of which the annexed is a printed copy, has been regularly published in Daily Gazette as follows:

1 insertion(s):

04/26/2024

(signature)

Randall W. Lewis (printed name)

NOTARY PUBLIC
Sworn to me on this 26 day of April 2024

Notary Signature: Heather E. Walker

Heather E Walker
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01WA6422732
Qualified in Schenectady County
Commission Expires 09/27/2025

TOWN OF ROTTERDAM
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam, Schenectady County, New York, will meet at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on the 8th day of May, 2024, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan, report, including an estimate of cost in relation to the proposed joint increase and improvement of the facilities of Water District No. 3 and Water District No. 4, in said Town, being the various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $8,600,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be levied and collected in each District in the manner provided by law. It is expected that the apportionment of cost between the Districts shall be as fol-

lows: Water District No. 3: 96.8% ($8,324,800) and Water District No. 4: 3.2% ($275,200).

The improvements as described above are expected to be determined to be an "Unlisted Action" pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA") as to which it is expected to be determined that same will not result in any significant adverse environmental effects. The map, plan, and report for said improvements prepared by a competent engineer licensed by the State of New York and SEQRA compliance materials are available for inspection at the Office of the Town Clerk where they may be inspected during normal business hours. At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Rotterdam, New York, April 24, 2024.

Town Clerk

BY ORDER OF THE TOWN BOARD OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK

Diane M. Marco
Town Clerk
9957

4/24/24

TOWN OF ROTTERDAM
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam, Schenectady County, New York, will meet at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on the 8th day of May, 2024, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan, report, including an estimate of cost in relation to the proposed joint increase and improvement of the facilities of Water District No. 3 and Water District No. 4, in said Town, being the various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $8,600,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be levied and collected in each District in the manner provided by law. It is expected that the apportionment of cost between the Districts shall be as follows: Water District No. 3: 96.8% ($8,324,800) and Water District No. 4: 3.2% ($275,200).

The improvements as described above are expected to be determined to be an "Unlisted Action" pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA") as to which it is expected to be determined that same will not result in any significant adverse environmental effects. The map, plan, and report for said improvements prepared by a competent engineer licensed by the State of New York and SEQRA compliance materials are available for inspection at the Office of the Town Clerk where they may be inspected during normal business hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Rotterdam, New York, April 24, 2024.
Town Clerk

BY ORDER OF THE TOWN BOARD OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK
Diane M. Marco
Town Clerk
9957

Legals

RESOLUTION NO. 212.24

MODIFICATION TO THE 2024 BUDGET

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 a modification to the 2024 Budget to reflect the correct number of units in Sewer 2 & Extensions that was recorded as having 3650.69 units, and the correct number of units being 3981.05, which will effectively decrease the rate for the June voucher bill for Sewer 2 & Extensions, resulting in a new rate of three hundred eight four and 8826/100 ($384.8826) dollars.

SECTION 2. This resolution shall become effective May 8, 2024.

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 6, 2024

TO: Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Budget Modification - Revenue

TOWN BOARD MEETING: May 8, 2024

Background Information: The 2024 Budget needs revision to reflect the correct number of units in Sewer District 2 and Extensions. This will effectively decrease the rate for the June voucher bill for Sewer District 2 and Extensions only - resulting in a rate of $384.88.

Evaluation/Analysis: Sewer District 2 and Extensions are recorded as having 3,651 units in the 2024 budget. The correct number of units is 3,981.

Recommendation(s): Authorize modifications to the 2024 budget to reflect the correct number of units in Sewer District 2 and Extensions.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 213.24

TO SCHEDULE A SPECIAL MEETING OF THE TOWN BOARD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby schedules a special meeting of the Town Board of the Town of Rotterdam, to be held Thursday, May 16, 2024, at 7:00 p.m., at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the purposes of discussing and considering possible action with respect to introducing Introductory Local Law __ of 2024; Solar Energy Facilities Law, repealing certain current solar law, and for any other purpose as may come before the Town Board.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to publish in the official newspaper of the Town of Rotterdam, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than five (5) days prior to the date designated for the special meeting, the following notice of special meeting:

TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 16th day of May, 2024 for the purposes of discussing and considering possible action with respect to introducing Introductory Local Law __ of 2024; Solar Energy Facilities Law, repealing certain current solar law, and for any other purpose as may come before the Town Board.

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

DATED: May 8, 2024
Daily Gazette: Please publish once on or before May 10, 2024
Town Clerk
Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective May 8, 2024.

DATED: May 8, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: May 7, 2024

TO: Town Board

FROM: Teri A. Gallucci, Councilwoman

TITLE OF REQUEST: Request for a special meeting of the Town Board of the Town of Rotterdam to discuss and consider introducing a solar energy facilities law and repeal certain current solar laws.

TOWN BOARD MEETING: May 8, 2024

Background Information:
The Town Board of the Town of Rotterdam hereby requests a special meeting of the Town Board of the Town of Rotterdam, to be held Thursday, May 16, 2024, at 7:00 p.m., at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the purposes of discussing and considering possible action with respect to introducing Introductory Local Law __ of 2024; Solar Energy Facilities Law, repealing certain current solar law, and for any other purpose as may come before the Town Board.

Evaluation/Analysis:
N/A

Recommendation(s): Schedule the Special Meeting for May 16, 2024

Attachment/Document(s) N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office