*The Town of Rotterdam Town Board Meeting will be held in person; however, the public may access the meeting electronically via Zoom conference call. Members of the public may listen to the board meeting by dialing **1 (929) 205-6099(** followed by the pound symbol) or by logging into Zoom.com, then enter the conference **ID NO. 867 0373 0307**. Video of the town board meeting will be posted on the Town of Rotterdam website (www.rotterdamny.org) the following Friday after the meeting.*

MEETING OF THE
ROTTERDAM TOWN BOARD
February 22, 2023
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

95.23 To enact Introductory Local Law No. 3 of 2023; To renumber and amend current chapter 154 of the Town Code of the Town of Rotterdam.

96.23 To recognize the introduction of an Introductory Local Law of 2023; To amend chapter 225 entitled "Taxation", and schedule a public hearing thereon.

97.23 To recognize the introduction of an Introductory Local Law of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from multi-family residential (R-3) to light industrial (I-1) and referring same to the Planning Commission for report and recommendation.

98.23 To amend the Schedule of Fees.

99.23 To accept a sidewalk easement from Rotterdam Fire District #2.

100.23 To accept and award Barton and Loguidice P.C. as the engineering firm for the Kiwanis Park Waterfront Access Improvement Project.

101.23 Call for bids for Sodium Hexametaphosphate.

102.23 Call for bids for one (1) New Pak Mor R100c smooth side 20yd body.

103.23 To authorize an agreement with Barton and Loguidice for professional engineering services for the schematic design phase for the new highway garage.

104.23 To authorize an agreement with Barton and Loguidice for professional engineering services for design and construction phase services for the renovations to the Rotterdam Town Hall.

105.23 To authorize an agreement with FCM Engineering PLLC for professional engineering services for the Rotterdam Senior Center parking lot improvements.

106.23 To authorize an agreement with FCM Engineering PLLC for professional engineering services for the design of a crosswalk at the Curry Road and Fayette Drive intersection.

107.23 To approve budget transfers to the 2022 and 2023 budget.

108.23 To authorize the Supervisor to sign an easement agreement with Bigsbee Village Condominium.

109.23 To authorize the Supervisor to sign an easement agreement with Heritage Condominiums of Rotterdam, Inc.

110.23 To appoint Nicole Pavone to the position of Account Payable/Receivable Clerk.

111.23 To accept Town Board Meeting Minutes of February 8, 2023.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 95.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 3 OF 2023; TO RENUMBER AND AMEND CURRENT CHAPTER 154 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 3 of 2023.

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

SECTION 3. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

Local Law Filing

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

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

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

of Rotterdam

Introductory Local Law No. 3 of the year 2023

A LOCAL LAW TO RENUMBER AND AMEND CHAPTER 154 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

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

See attached.

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

TOWN OF ROTTERDAM

INTRODUCTORY LOCAL LAW NO. 3 OF THE YEAR 2023

A LOCAL LAW TO RENUMBER AND AMEND CHAPTER 154 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

SECTION 1

This local law shall be referred to as "A Local Law to Renumber and Amend Chapter 154 of the Town Code of the Town of Rotterdam".

SECTION 2

The purpose of this local law is to renumber and amend Chapter 154 of the Town of Rotterdam Town Code to update the local code enforcement program of the Town of Rotterdam in accordance with the 19 NYCRR § 1203.3.

SECTION 3

Chapter 154 of the Town Code of the Town of Rotterdam, entitled "Housing and Building Standards" is hereby renumbered as Chapter 89 and inserted in the appropriate location within the Town Code of the Town of Rotterdam based on such renumbering, is retitled as "Building Code Administration and Code Enforcement Program," and is amended to read in its entirety as follows:

Chapter 89. Building Code Administration and Code Enforcement Program.

§ 89-1 Purpose and Intent.

This Chapter provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the "Uniform Code") and the State Energy Conservation Construction Code (the "Energy Code") in the Town of Rotterdam. Except as otherwise provided in the Uniform Code, the Energy Code, other state law, or this Chapter, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions of this Chapter.

§ 89-2 Definitions.

As used in this Chapter, the terms set forth below shall be defined as set forth herein.

ASSEMBLY AREA
An area in any building, or in any portion of any building, that is primarily used or intended to be used for the gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

BUILDING PERMIT
A building permit, construction permit, demolition permit, or other permit that authorizes the performance of work, along with any renewals, amendments, or extensions thereof, pursuant to any provision of this Chapter.

CERTIFICATE OF COMPLIANCE
A document issued by the Town stating that work was done in compliance with approved construction documents and the Codes.

CERTIFICATE OF OCCUPANCY
A document issued by the Town certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the Town, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

CODE ENFORCEMENT OFFICER
The Senior Building Inspector, or such other official appointed to administer and enforce the Uniform Code and the Energy Code pursuant to Section 89-3 (B) of this Chapter.

CODE ENFORCEMENT PERSONNEL
The Code Enforcement Officer and/or any Inspectors. Where the use of the term Code Enforcement Personnel in this Chapter is to be construed as referring to one or more Inspectors in relation to fulfilling a particular duty or exercising a particular power, such term shall be deemed to mean and refer only to those Inspectors who operate pursuant to a lawful appointment or description of job responsibilities and duties that includes within its scope such particular duty or particular power, whether generally or specifically itemized.

CODES
The New York State Uniform Fire Prevention and Building Code and New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as may be in effect from time to time.

ENERGY CODE
The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as may be in effect from time to time.

FCNYS
The 2020 Fire Code of the State of New York, as may be in effect from time to time, or such other fire code of the State of New York as may be in effect and incorporated by reference in 19 NYCRR Part 1225 or its successor.

FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTION
An inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225, or its successor, and the publications incorporated therein by reference as may be in effect from time to time, and the applicable provisions of 19 NYCRR Part 1226, or its successor, and the publications incorporated therein by reference as may be in effect from time to time.

HAZARDOUS PRODUCTION MATERIALS
A solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), as in effect from time to time, and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

INSPECTOR
An official appointed pursuant to Section 89-3 (D) of this Chapter to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of powers and fulfillment of duties conferred on the Code Enforcement Officer by this Chapter, to the extent such assistance, exercise and fulfillment is within the scope of the description of such official's job responsibilities and duties and is consistent with the Chapter.

MOBILE FOOD PREPARATION VEHICLES
Vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered food preparation vehicles.

OPERATING PERMIT
A permit issued pursuant to Section 89-10 of this Chapter, along with any renewals, amendments, or extensions thereof, pursuant to any provision of this Chapter.

ORDER TO REMEDY
An order issued by the Code Enforcement Officer pursuant to Section 89-17 (A) of this Chapter.

PERMIT HOLDER
The Person to whom a permit has been issued pursuant to this Chapter.

PERSON
An individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

PMCNYS
The 2020 Property Maintenance Code of the State of New York, as may be in effect from time to time, or such other property maintenance code of the State of New York as may be in effect and incorporated by reference in 19 NYCRR Part 1226 or its successor.

RCNYS
The 2020 Residential Code of the State of New York, as may be in effect from time to time, or such other residential code of the State of New York as may be in effect and incorporated by reference in 19 NYCRR Part 1220 or its successor.

REPAIR
The reconstruction, replacement or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

STOP WORK ORDER
An order issued pursuant to Section 89-6 of this Chapter.

SUGARHOUSE
A building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

TEMPORARY CERTIFICATE OF OCCUPANCY
A certificate issued pursuant to Section 89-7 (D) of this Chapter.

TOWN
The Town of Rotterdam.

UNIFORM CODE
The New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the

NYCRR, adopted pursuant to Article 18 of the Executive Law, as may be in effect from time to time.

§ 89-3 CODE ENFORCEMENT OFFICER AND INSPECTORS.

A. The office of Code Enforcement Officer is hereby continued. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this Chapter. The Code Enforcement Officer shall have the following powers and duties:

1. To receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;

2. Upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include therein such terms and conditions as the Code Enforcement Officer may determine to be appropriate;

3. To conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this Chapter;

4. To issue Stop Work Orders;

5. To review and investigate complaints;

6. To issue orders pursuant to Section 89-17 (A) of this Chapter;

7. To maintain records;

8. To collect fees as set by the Town Board of the Town;

9. To pursue administrative enforcement actions and proceedings;

10. In consultation with the attorney for the Town, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, and this Chapter, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this Chapter; and

11. To exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this Chapter.

B. The Code Enforcement Officer shall be appointed by the Town Board. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

C. In the event the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by the Town Board as the Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this Chapter.

D. One or more Inspectors may be appointed by the Town Board to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this Chapter. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

E. The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Town Board of the Town.

§ 89-4 BUILDING PERMITS.

A. Building Permits Required. Except as otherwise provided in Paragraph B of this Section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Town.

B. Exemptions. No Building Permit shall be required for work in any of the following categories:

1. construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet;

2. construction of temporary sets and scenery associated with motion picture, television, and theater uses;

3. installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);

4. installation of partitions or movable cases less than 5'-9" in height;

5. painting, wallpapering, tiling, carpeting, or other similar finish work;

6. installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;

7. replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications;

8. repairs, provided that the work does not have an impact on fire and life safety, such as (a) any part of the structure system; (b) the required means of egress; or (c) the fire protection system or the removal from service of any part of the fire protection system for any period of time.

C. Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in Paragraph B of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

D. Applications for Building Permits. Applications for Building Permits shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The

application shall be signed by the owner of the property where the work is to be performed or by an authorized agent of the owner. The application shall include such information as the Code Enforcement Personnel reviewing the application deems sufficient to permit a determination by the Code Enforcement Personnel that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

1. a description of the location, nature, extent, and scope of the proposed work;

2. the tax map number and street address of any affected building or structure;

3. the occupancy classification of any affected building or structure;

4. where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and

5. at least 2 sets of constructions documents (drawings and/or specifications) which (a) show the location, nature, extent, and scope of the proposed work; (b) show that the proposed work will conform to the applicable provisions of the Codes; (c) show the location, construction, size, and character of all portions of the means of egress; (d) show a representation of the building thermal envelope; (e) show structural information including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information; (f) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building; (g) include a written statement indicating compliance with the Energy Code; (h) include a site

plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finish grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and (i) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number.

E. Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in subparagraph 5 of Paragraph D of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the relevant Code Enforcement Personnel in writing or by stamp, or in the case of electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Town, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for on-site use by Code Enforcement Personnel. However, the return of a set of accepted construction document to the applicant shall not be construed

as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

F. Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Personnel reviewing an application shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

G. Building Permits to be displayed. Building Permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

H. Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the relevant Code Enforcement Personnel of any change occurring during the course of the work. The Building Permit shall contain such directive. If the Code Enforcement Personnel determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

I. Time limits. Building Permits shall become invalid unless the authorized work is commenced within 6 months following the date of issuance. Building Permits shall expire 12 months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Personnel.

J. Revocation or suspension of Building Permits. If the Code Enforcement Personnel determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Personnel shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

K. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

§ 89-5 CONSTRUCTION INSPECTIONS.

A. Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by Code Enforcement Personnel. The Permit Holder shall notify the Code Enforcement Personnel when any element of work described in Paragraph B of this section is ready for inspection.

B. Elements of work to be inspected. The following elements of the construction process shall be inspected, where applicable:

1. work site prior to the issuance of the Building Permit;

2. footing and foundation;

3. preparation for concrete slab;

4. framing;

5. structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building;

6. fire resistant construction;

7. fire resistant penetrations;

8. solid fuel burning heating appliances, chimneys, flues, or gas vents;

9. inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;

10. installation, connection, and assembly of factor manufactured buildings and manufactured homes; and

11. a final inspection after all work authorized by the Building Permit has been completed.

C. Remote inspections. At the discretion of the Code Enforcement Personnel, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Code Enforcement Personnel, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Personnel that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not

afford the Code Enforcement Personnel sufficient information to make a determination, an in-person inspection shall be performed.

D. Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

E. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 of this Chapter must be paid prior to or at the time of each inspection performed pursuant to this section.

§ 89-6 STOP WORK ORDERS.

A. Authority to issue. The Code Enforcement Personnel is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Personnel shall issue a Stop Work Order to halt:

1. Any work that is determined by the Code Enforcement Personnel to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

2. Any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Personnel, without regard to whether such work is or is not work for which a Building

Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

3. Any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

B. Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Personnel, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

C. Service of Stop Work Orders. The Code Enforcement Personnel shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Code Enforcement Personnel shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

D. Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by the Code Enforcement Personnel to correct the reason for issuing the Stop Work Order.

E. Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in Paragraph A of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 89-17 (Violations) of this Chapter or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

§ 89-7 CERTIFICATES OF OCCUPANCY AND CERTIFICATES OF COMPLIANCE.

A. Certificates of Occupancy and Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

B. Issuance of Certificates of Occupancy and Certificates of Compliance. The Code Enforcement Personnel shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform

Code and Energy Code. The Code Enforcement Personnel shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Code Enforcement Personnel prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

1. A written statement of structural observations and/or a final report of special inspections,

2. Flood hazard certifications,

3. A written statement of the results of tests performed to show compliance with the Energy Code, and

4. Where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.

C. Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

1. The Building Permit number, if any;

2. The date of issuance of the Building Permit, if any;

3. The name (if any), address and tax map number of the property;

4. If the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;

5. The use and occupancy classification of the structure;

6. The type of construction of the structure;

7. The occupant load of the assembly areas in the structure, if any;

8. Any special conditions imposed in connection with the issuance of the Building Permit; and

9. The signature of the Code Enforcement Personnel issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.

D. Temporary Certificate of Occupancy. The Code Enforcement Personnel shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Personnel issue a Temporary Certificate of Occupancy unless the Code Enforcement Personnel determines (1) that the building or structure, or portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Code Enforcement Personnel may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or

appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed six (6) months, which shall be determined by the Code Enforcement Personnel and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

E. Revocation or suspension of certificates. If the Code Enforcement Personnel determines that a Certificate of Occupancy, Certificate of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Personnel within such period of time as shall be specified by the Code Enforcement Personnel, the Code Enforcement Personnel shall revoke or suspend such certificate.

F. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

§ 89-8 NOTIFICATION REGARDING FIRE OR EXPLOSION.

The chief of any fire department or company providing firefighting services for a property within this Town shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

§ 89-9 UNSAFE BUILDINGS, STRUCTURES, AND EQUIPMENT AND CONDITIONS OF IMMINENT DANGER.

Unsafe buildings, structures, and equipment and conditions of imminent danger in this Town shall be identified and addressed in accordance with the procedures established by Chapter 90 of the Town Code of the Town of Rotterdam, as now in effect or as hereafter amended from time to time, and it successor(s).

§ 89-10 OPERATING PERMITS.

A. Operating Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:

1. Manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;

2. Buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:

   a. Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust;

   b. Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;

c. Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;

d. Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;

e. Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;

f. Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;

g. Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding plant;

h. Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an Operating Permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;

i. Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse;

j. Chapter 56, "Explosives or Fireworks." Possessing, manufacturing, storing, handling, selling, or using explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;

k. Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces;

l. Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and

m. Section 319, "Mobile Food Preparation Vehicles." Operating a mobile food preparation vehicle.

3. Energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.

4. Buildings containing one or more assembly areas;

5. Outdoor events where the planned attendance exceeds 1,000 persons;

6. Facilities that store, handle or use hazardous production materials;

7. Parking garages as defined in section 89-13 of this Chapter;

8. Buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by the Town Board; and

9. Other processes or activities or for operating any type of building, structure, or facility as determined by the Town Board.

Any person who proposes to undertake any activity or to operate any type of building listed in this Paragraph A shall be required to obtain an Operating Permit prior to commencing such activity or operation.

B. Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Personnel reviewing the application deems sufficient to permit a determination by the Code Enforcement Personnel that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Personnel determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Personnel, as the expense of the applicant.

C. (Reserved).

D. Inspections. The Code Enforcement Personnel shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Code Enforcement Personnel, the remote inspection can be performed to the same level and quality as an in-person inspection and the

remote inspection shows to the satisfaction of the Code Enforcement Personnel that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the Town sufficient information to make a determination, an in-person inspection shall be performed. After inspection, the premises shall be noted as satisfactory and the Operating Permit shall be issued, or the Operating Permit holder shall be notified as to the manner which the premises fail to comply with either or both of the Uniform Code or code enforcement program, including a citation to the specific provision or provisions that have not been met.

E. Multiple Activities. In any circumstance in which more than one activity listed in Paragraph A of this section is to be conducted at a location, the Code Enforcement Personnel may require a separate Operating Permit for each such activity, or the Code Enforcement Personnel may, in their discretion, issue a single Operating Permit to apply to all such activities.

F. Duration of Operating Permits. Operating Permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed the following:

1. 180 days for tents, special event structures, and other membrane structures;

2. 60 days for alternative activities at a sugarhouse;

3. 3 years for the activities, structures, and operations determined per subparagraph 9 of Paragraph A of this section, and

4. 1 year for all other activities, structures, and operations identified in Paragraph A of this section.

The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application, payment of the applicable fee, and approval of such application by the Code Enforcement Personnel.

G. Revocation or suspension of Operating Permits. If the Code Enforcement Personnel determines that any activity or building for which an Operating Permit was issued does not comply with an applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

H. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid at the time of submission of an application for an Operating Permit, for an amended Operating Permit, or for reissuance or renewal of an Operating Permit.

§ 89-11 FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS.

A. Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Personnel at the following intervals:

1. At least once every 12 months for buildings which contain an assembly area;

2. At least once every 12 months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and

3. At least once every 36 months for multiple dwellings and all nonresidential occupancies.

B. Remote inspections. At the discretion of the Code Enforcement Personnel, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Code Enforcement Personnel, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Personnel that the premises conform to the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference, as may be in effect from time to time and their successor(s), and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference, as may be in effect from time to time and their successor(s). Should a remote inspection not afford the Code Enforcement Personnel sufficient information to make a determination, an in-person inspection shall be performed.

C. Inspections permitted. In addition to the inspections required by Paragraph A of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Personnel at any time upon:

1. The request of the owner of the property to be inspected or an authorized agent of such owner;

2. Receipt by the Code Enforcement Personnel of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

3. Receipt by the Code Enforcement Personnel of any other information, reasonably believed by the Code Enforcement Personnel to be reliable, giving rise to reasonable cause to believe that conditions or

activities failing to comply with the Uniform Code or Energy Code exist;

Provided, however, that nothing in this Paragraph shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

D. OFPC Inspections. Nothing in this section or in any other provision of this Chapter shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b. Notwithstanding any other provision of this section to the contrary, the Code Enforcement Personnel may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to sections 807-a and 807-b of the Education Law and/or section 156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Code Enforcement Officer or by an Inspector, provided that:

1. The Code Enforcement Personnel is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e), as in effect from time to time and its successor(s);

2. The Code Enforcement Personnel is satisfied that such inspection covers all elements required to be covered by a fire safety and property maintenance inspection;

3. Such inspections are performed no less frequently than once a year;

4. A true and complete copy of the report of each such inspection is provided to the Code Enforcement Personnel; and

5. Upon receipt of each such report, appropriate action prescribed by section 89-17 (Violations) of this Chapter is taken by Code Enforcement Personnel.

E. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid prior to or at the time each inspection performed pursuant to this section. This Paragraph shall not apply to inspections performed by the OFPC.

§ 89-12 COMPLAINTS.

The Code Enforcement Personnel shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this Chapter, or any other local law, ordinance, or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Personnel may deem to be appropriate:

A. Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

B. If a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with the notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 89-17 (Violations) of this Chapter;

C. If appropriate, issuing a Stop Work Order;

D. If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

§ 89-13 CONDITION ASSESSMENTS OF PARKING GARAGES.

A. Definitions. For the purposes of this section:

1. The term "condition assessment" means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;

2. The term "deterioration" means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element of building component;

3. The term "parking garage" means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:

   a. Buildings in which the only level used for parking or storage of motor vehicles is on grade;

   b. An attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and

   c. A townhouse unit with attached parking exclusively for such unit;

4. The term "professional engineer" means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

5. The term "responsible professional engineer" means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term "responsible professional engineer" shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.

6. The term "unsafe condition" includes the conditions identified as "unsafe" in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and

7. The term "unsafe structure" means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

B. Condition Assessments – General Requirements. The owner/operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in Paragraph C of this section, periodic condition assessments as described in Paragraph D of this section, and such additional condition assessments as may be required under Paragraph E of this section. Each condition assessment shall be conducted by or under the direct supervision of

a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Town, in accordance with the requirements of Paragraph F of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

C. Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

1. Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a Certificate of Occupancy or Certificate of Compliance being issued for the structure.

2. Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:

   a. If originally constructed prior to January 1, 1984, then prior to October 1, 2019;

   b. If originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and

   c. If originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.

3. Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to July 1, 2023.

D. Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments not less frequently than every 3 years.

E. Additional Condition Assessments.

1. If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under Paragraph D of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

2. If the Code Enforcement Personnel becomes aware of any new or increased deterioration which, in the judgment of the Code Enforcement Personnel, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under Paragraph D of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Code Enforcement Personnel to be appropriate.

F. Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Code Enforcement Personnel within 30 days. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

1. An evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;

2. An evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;

3. An evaluation and description of the unsafe conditions;

4. An evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;

5. An evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;

6. An evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;

7. The responsible professional engineer's recommendation regarding preventative maintenance;

8. Except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she has reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and

9. The responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

G. Review of Condition Assessment Reports. The Code Enforcement Personnel shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the Code Enforcement Personnel shall, by Order to Remedy or such other means of enforcement as the Code Enforcement Personnel may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that

cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to Paragraph F of this section. All repair and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Code Enforcement Personnel to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

H. The Town shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Town with a written statement attesting to the fact that he or she has been so engaged, the Town shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Town shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.

I. This section shall not limit or impair the right or the obligation of the Code Enforcement Personnel:

1. To perform such construction inspections as are required by section 89-5 (Construction Inspections) of this Chapter;

2. To perform such periodic fire safety and property maintenance inspections as are required by section 89-11 (Fire Safety and Property Maintenance Inspections) of this Chapter;

3. To take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Code Enforcement Personnel by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

§ 89-14 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

A. The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within the Town as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

1. Design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;

2. Heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and

3. Flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management

Agency in the Flood Insurance Study for the community, as amended or revised with:

a. The accompanying Flood Insurance Rate Map (FIRM);

b. Flood boundary and Floodway Map (FBFM); and

c. Related supporting data along with any revisions thereto.

B. The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to Paragraph A of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

§ 89-15 RECORDKEEPING.

A. The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

1. All applications received, reviewed and approved or denied;

2. All plans, specifications and construction documents approved;

3. All Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;

4. All inspections and tests performed;

5. All statements and reports issued;

6. All complaints received;

7. All investigations conducted;

8. All condition assessment reports received;

9. All fees charged and collected; and

10. All other features and activities specified in or contemplated by sections 89-4 through 89-14 inclusive of this Chapter.

B. All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

§ 89-16 PROGRAM REVIEW AND REPORTING.

A. The Code Enforcement Officer shall annually submit to the Town Board a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 89-15 (Recordkeeping) of this Chapter and a report and summary of all appeals or litigation pending or concluded.

B. The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of the Town, on a form prescribed by the Secretary of State, a report of the activities of the Town relative to the administration and enforcement of the Uniform Code.

C. The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and

complete copies of the records and related materials the Town is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

§ 89-17 VIOLATIONS.

A. Orders to Remedy. The Code Enforcement Personnel is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this Chapter. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Personnel; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this Chapter; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this Chapter which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

"The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____ [specify date], which is thirty (30) days after the date of this Order to Remedy."

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied;

and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this Chapter or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Personnel may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Personnel shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within 5 days after the date of the Order to Remedy. The Code Enforcement Personnel shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the order.

B. Appearance Tickets. The Code Enforcement Personnel are authorized to issue appearance tickets for any violation of the Uniform Code.

C. Penalties. In addition to such other penalties as may be prescribed by State law,

1. Any Person who violates any provision of this Chapter or any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Personnel pursuant to any provision of this Chapter, shall be

punishable by a fine of not less than $500 nor more than $1,000, or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense committed within 5 years of another offense of this Chapter, a fine not less than $1,000 nor more than $1,500, or imprisonment for a period not to exceed 15 days, or both; and upon conviction of a third or subsequent offense committed within 5 years of two other offenses of this Chapter, a fine of not less than $1,500 nor more than $2,000, or imprisonment for a period not to exceed 15 days, or both. Each day of continued violation shall constitute a separate, additional offense; and

2. Any Person who violates any provision of the Uniform Code, the Energy Code or this Chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Personnel pursuant to any provision of this Chapter, shall be liable to pay a civil penalty of not more than $250 for each day or part thereof during which such violation continues. The civil penalties provided by this subparagraph shall be recoverable in an action instituted in the name of the Town.

D. Injunctive Relief. An action or proceeding may be instituted in the name of the Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this Chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Personnel pursuant to any provision of this Chapter. In particular,

but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this Chapter, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this Chapter, an action or proceeding may be commenced in the name of the Town in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Town Board.

E. Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 89-6 (Stop Work Orders) of this Chapter, in any other section of this Chapter, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of Section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

§ 89-18 FEES.

A fee schedule shall be established by resolution of the Town Board. Such fee schedule may thereafter be amended from time to time by resolution. The fees set forth therein, or determined in accordance therewith,

shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Personnel described in or contemplated by this Chapter.

§ 89-19 INTERMUNICIPAL AGREEMENTS.

The Town Board may, by resolution, authorize the Supervisor to enter into an agreement in the name of the Town, with other governments to carry out the terms of this Chapter, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 4

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

SECTION 5

This Local Law is enacted pursuant to the New York Municipal Home Rule Law.

SECTION 6

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

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

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

I hereby certify that the local law annexed hereto, designated as Local Law No. __ of 2023 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2023 in accordance with the applicable provisions of law.

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

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

(Seal)

Date: _____

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:

Introductory Local Law No. 3 of 2023 - A Local Law to Renumber and Amend Chapter 154 of the Town Code of the Town of Rotterdam

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

Town of Rotterdam

Brief Description of Proposed Action:

The proposed action would renumber and amend current Chapter 154 (currently entitled "Housing and Building Standards") of the Town Code of the Town of Rotterdam to update the Town's local code enforcement and building code administration law to align it with recently enacted and effective State regulations providing minimum requirements for local code enforcement programs.

Name of Applicant or Sponsor:	Telephone: 518-355-7575
Town Board of the Town of Rotterdam	E-Mail: mcollins@rotterdamny.org

Address:

1100 Sunrise Boulevard

City/PO:	State:	Zip Code:
Rotterdam	NY	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: _____		
19. 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: Town Board of the Town of Rotterdam Date: _____

Signature: _____ Title: Town Supervisor

PRINT FORM

Introductory Local Law No. 3 of 2023

A Local Law to Renumber and Amend Chapter 154 of the Town Code of the Town of Rotterdam

Narrative

(See Short Environmental Assessment Form Part 1, Question 1)

The intent of the proposed action is to update the Town's code enforcement and building code administration program to align it with current New York State regulatory requirements, which provide minimum requirements for such programs. The changes that would result from enactment of Introductory Local Law No. 3 of 2023 would include:

- Retitling and renumbering the relevant Chapter of the Code from Chapter 154, "Housing and Building Standards", to Chapter 89, "Building Code Administration and Code Enforcement Program".
- Updating the circumstances in which a building permit is required and when a building permit is not required to conform to current State regulatory requirements.
- Provide submission and document requirements for building permit applications that conform to current State regulatory requirements.
- Provide for construction inspections that conform with current State regulatory requirements, and to allow for remote inspections where appropriate.
- Provide updated regulations regarding issuance of Stop Work Orders, including the circumstances under which they are issued, the contents thereof, the manner of service, and the effect thereof.
- Providing the circumstances under which a Certificate of Occupancy or Certificate of Compliance is required and issued, the contents thereof, and providing for temporary Certificates in appropriate cases.
- Providing for notification regarding fire or explosion by fire departments/fire companies to the Code Enforcement Officer.
- Providing reference to how unsafe buildings, etc., are handled under the Town Code.
- Providing the circumstances under which operating permits are required and issued, documentation and submission requirements for such permits, inspection requirements, and periods of duration of such permits, in accordance with current State regulatory requirements.
- Providing for Fire Safety and Property Maintenance Inspections as required under State regulatory requirements and authorizing remote inspections where appropriate.
- Providing a procedure for review of complaints.
- Providing for initial and periodic condition assessments of parking garages as mandated under State regulatory requirements.
- Providing for the determination of climatic and geographic design criteria for buildings and structures, including ground snow load, wind design loads, seismic category, potential damage from weathering, frost, and termite, winter design temperature, ice

barrier underlayment requirements, air freezing index, mean annual temperature, heating/cooling equipment design criteria, flood hazard areas, flood hazard maps, and supporting data.

- Providing requirements relating to recordkeeping in accordance with current State regulatory requirements.
- Providing for annual and other review and reporting requirements of business conducted as part of the Code Enforcement program.
- Providing procedures and mechanisms for correction and enforcement of violations.

The proposed action is not expected to adversely impact the environment.

RESOLUTION NO. 96.23

TO RECOGNIZE THE INTRODUCTION OF AN INTRODUCTORY LOCAL LAW OF 2023; TO AMEND CHAPTER 225 ENTITLED "TAXATION", AND SCHEDULE A PUBLIC HEARING THEREON

WHEREAS, through resolution No. 69.05 the Town of Rotterdam has offered the RPTL 466-e, Volunteer Firefighters/Ambulance workers exemption, which allows eligible applicants to receive a 10% reduction of assessment, capped at $3,000.00; and

WHEREAS, recently passed legislation by the New York State Legislature removes the $3,000.00 cap and allows for all taxing jurisdictions to adopt by resolution a local option of this law; and

WHEREAS, taxing jurisdictions that offer the similar exemption must adopt or amend a local law, ordinance, or resolution no later than December 9, 2025; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, hereby recognizes the introduction of an Introductory Local Law of 2023: To amend Chapter 225 entitled "Taxation", of the Town Code of the Town of Rotterdam.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 8th day of March, 2023 for the following purpose:

> For the enactment of an Introductory Local Law of 2023, relating to the amendment of Chapter 225, Taxation, of the Town Code of the Town of Rotterdam.

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

DATED: February 22, 2023
Daily Gazette: Please publish once on February 25, 2023
Town Clerk
Post

SECTION 3. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 13, 2023
TO:	Town Board
FROM:	Megan Griffin, Confidential Secretary
TITLE OF REQUEST:	To recognize the introduction of an introductory local law of 2023; To amend chapter 225 entitled "taxation", and schedule a public hearing thereon.
TOWN BOARD MEETING:	February 22, 2023
Background Information:	The Town of Rotterdam has allowed for RPTL 466-e, which allows for a 10% exemption, capped at $3,000, for volunteer firefighters and ambulance workers. NYS Legislature recently passed a modification to this law allowing for all taxing jurisdictions to adopt this exemption through local law, and removes the $3,000 cap for those municipalities that already offer the exemption.
Evaluation/Analysis:	For municipalities that already offer the exemption, the new law must be passed by amending the current local law, which requires a public hearing on amending chapter 225 entitled Taxation to adopt the updated exemption of Chapter 670 of the Laws of New York, 2022.
Recommendation(s):	Call for public hearing to recognize the introduction of an introductory local law of 2023; to amend chapter 225 entitled Taxation, of the Town Code of the Town of Rotterdam to be held on March 8, 2023, and adopt the modified law for members with 2 years of service to become eligible and members with 20 or more years of service to receive the lifetime exemption.
Attachment/Document(s):	Copy of Chapter 670 of the Laws of New York, 2022, Introductory Local Law to amend Chapter 225 entitled Taxation.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Chapter 225 Article V
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

February 22, 2023

LAWS OF NEW YORK, 2022

CHAPTER 670

AN ACT to amend the real property tax law, in relation to providing all local governments with the option to provide a property tax exemption to volunteer firefighters and volunteer ambulance workers; and to repeal various provisions of the real property tax law relating thereto

Became a law December 9, 2022, with the approval of the Governor. Passed by a majority vote, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. The real property tax law is amended by adding a new section 466-a to read as follows:

§ 466-a. Volunteer firefighters and volunteer ambulance workers. 1. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse residing in any county shall be exempt from taxation to the extent of up to ten percent of the assessed value of such property for city, village, town, part town, special district, school district, fire district or county purposes, exclusive of special assessments, provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

2. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in such county unless:

(a) the applicant resides in the city, town or village which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;

(b) the property is the primary residence of the applicant;

(c) the property is used exclusively for residential purposes; provided however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section; and

(d) the applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or voluntary ambulance service as an enrolled member of such incorporated volunteer fire company, fire department, or voluntary ambulance service, as determined by the governing body of a city, village, town, school district, fire district or county; provided, however, that such governing body shall establish a minimum service requirement for each applicant between two years of service and five years of service. It shall be the duty and responsibility of the governing body of each municipality, school district and/or fire district which adopts a local law, ordinance

EXPLANATION--Matter in *italics* is new; matter in brackets [-] is old law to be omitted.

or resolution pursuant to this section to determine the procedure for certification.

3. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within such county provided that the governing body of a city, village, town, school district, fire district or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.

4. Un-remarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption claimed under such statutes by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service, to such deceased enrolled member's un-remarried spouse if such member is killed in the line of duty; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and

(b) such deceased volunteer had been an enrolled member for at least five years; and

(c) such deceased volunteer had been receiving the exemption prior to his or her death.

5. Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers. Any local law or ordinance adopted pursuant to this section may be separately amended, or a local law, ordinance or resolution may be separately adopted to continue an exemption or reinstate a pre-existing exemption to an un-remarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; provided, however, that:

(a) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and

(b) such deceased volunteer had been an enrolled member for at least twenty years; and

(c) such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

6. Application for such exemption shall be filed with the assessor or other agency, department or office designated by the municipality, school district and/or fire district offering such exemption on or before the taxable status date on a form as prescribed by the commissioner.

7. No applicant who is a volunteer firefighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the

provisions of this article on the effective date of this section shall suffer any diminution of such benefit because of the provisions of this section.

8. Any city, village, town, school district, fire district or county that currently, through local law, ordinance or resolution, provides an exemption from taxation for an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, such enrolled member and spouse, or an un-remarried spouse shall be authorized to continue to provide such exemption, provided however, such city, village, town, school district, fire district or county shall adopt a local law, ordinance or resolution to conform to the provisions of this section no later than three years after the effective date of this section.

9. Notice to affected municipalities. On or before December thirty-first, two thousand twenty-two, it shall be the duty of the commissioner or her or his designees to notify or cause to be notified, in a manner prescribed by the commissioner, the chief executive officer of each and any municipality in which former sections four hundred sixty-six-a, four hundred sixty-six-b, four hundred sixty-six-c, four hundred sixty-six-d, four hundred sixty-six-f, four hundred sixty-six-g, four hundred sixty-six-h, four hundred sixty-six-i, four hundred sixty-six-j, and four hundred sixty-six-k of the real property tax law apply, of the provisions of the chapter of the laws of two thousand twenty-two that added this section.

§ 2. Sections 466-a as added by chapter 617 of the laws of 1999, 466-b, 466-c, 466-d, 466-e, 466-f, 466-g, 466-h, 466-i, 466-j and 466-k of the real property tax law are REPEALED.

§ 3. This act shall take effect immediately; provided, however, that section two of this act shall take effect three years after the effective date of this act.

The Legislature of the STATE OF NEW YORK ss:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

ANDREA STEWART-COUSINS
Temporary President of the Senate

CARL E. HEASTIE
Speaker of the Assembly

RESOLUTION NO. 97.23

TO RECOGNIZE THE INTRODUCTION OF AN INTRODUCTORY LOCAL LAW OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM MULTI-FAMILY RESIDENTIAL (R-3) TO LIGHT INDUSTRIAL (I-1) AND REFERRING SAME TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to Light Industrial (I-1) to facilitate the construction of six (6) 12,000 square feet warehouse buildings. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5.

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 recognizes the introduction of an Introductory Local Law of 2023 to amend chapter 270, zoning, of the Town Code of the Town of Rotterdam for a change of zone from multi-family residential (R-3) to light industrial (I-1).

SECTION 2. The Town Board hereby refers this Introductory Local Law of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 13, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Refer to Planning Commission for Report and Recommendation for Change of Zone from Multi-Family Residential (R-3) to Light Industrial (I-1).
TOWN BOARD MEETING:	February 22, 2023
Background Information:	The BDC Group (Owner) c/o Advanced Engineering & Surveying PLLC Nicholas Costa 11 Herbert Drive Latham, NY 12110 Change of Zone request on ±15.17 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to Light Industrial (I-1) to facilitate the construction of six (6) 12,000 square feet warehouse buildings. Property is known as 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5.
Evaluation/Analysis:	Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing.
Recommendation(s):	Refer to Planning Commission for Report and Recommendation.
Attachment/Document(s):	Application Materials
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2023
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

PART I

PROCEDURES TO APPLY FOR A CHANGE OF ZONE (COZ)

1) The applicant must complete the following and present **twenty-two (22) complete sets** to the Public Works Department*. The change of zone (COZ) process will take an average of 60 days to complete.
   a. A completed COZ application (part II and III). A completed list of names and addresses of all property owners within three hundred (300) feet of the exterior boundaries of the subject property proposed for the change of zone will be completed by the Department of Public Works (DPW).
   b. A complete site plan and/or subdivision plan of proposed project.
   c. A copy of the current deed(s) of the property to be rezoned.
   d. A complete legal description of the exterior boundaries of the property proposed to be rezoned (this is needed for the legal notice and is in addition to any legal description(s) on the deed).
   e. A vicinity map depicting the location of the property and identifying at a minimum the nearest cross streets.
   f. A completed Full Environmental Assessment Form as provided in 6NYCRR PART 617.
2) The Town Board makes a decision whether or not to consider the application. If the Town Board makes a decision to consider the application, it will forward the application for recommendation to the Planning Commission. If the Town Board elects not to consider the application, the processing of the application does not continue.
3) The application materials will be transmitted to the Planning Commission for review and comment if the Town Board elects to forward the application to them. The applicant may address comments received on the proposal and make revisions to the application as warranted.
4) The COZ application and Planning Commission recommendation are forwarded to the Town Board for review. The Town Supervisor will place the COZ request on a Town Board agenda to call for a public hearing. If the Town Board elects to not call for a public hearing the process is considered complete and the legislative request will not proceed.
5) After the Town Board calls for a public hearing, the Supervisor's office notifies all property owners within three hundred (300) feet of the exterior boundaries of the subject property of the proposed COZ request and the public hearing date.
6) Public Hearing - The Town Board conducts a public hearing on the COZ request and makes a decision to approve or deny the application.

*If the proposed zoning is not in conformance with the Rotterdam Comprehensive Plan, it will be necessary to apply for a Comprehensive Plan Amendment. Contact the Town Planner concerning this requirement.

Revised March 2013

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

All requested information shall be provided and must be filled out in black ink or typed for photocopying purposes.

Application Fee **$650**

Existing Zone Classification: R3 Multiple Family District

Proposed Zone Classification: I-1 Light Industrial District

PART II
GENERAL INFORMATION

Legal Owner's Name: The BDC Group
Mailing Address: 11 Herbert Drive-Suite 3
City: Latham State: NY Zip: 12110
Daytime Phone: 914 424 0359 Fax

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Nicholas Costa - Advance Engineering & Surveying, PLLC

Mailing Address: 11 Herbert Drive
City: Latham State: NY Zip: 12110
Daytime Phone: 518 698 3772 Fax

Project/Proposal Site Area: (Acres or sq. ft.) 65.8+/- Ac. (16.19+/- Acres to be rezoned)
Assessor Tax Parcel No.(s) of Site: 47.-8.13.5

Adjacent Parcels Owned or Controlled: (Acres or sq. ft.) 3.88+/- Ac.
Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled:
47.-8-13.4 (690 Mariaville Road)

Street Address of Proposed Site (if any): 676 Mariaville Road

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Existing parcel is vacant. The adjacent parcel was subdivided by the applicant and is currently under construction with a 3 story Climate Controlled building. Access and circulation drives have also been constructed

School District: Schalmont

Fire District: Fire District 6

Water Supply CW 500

Proposed Use of Property:

( ) **A1** One-family dwelling
( ) **A2** Two-family dwelling
( ) **B1** Multiple Dwelling (permanent occupancy)
( ) **B2** Multiple Dwelling (transient occupancy)
( ) **B3** Multiple Dwelling (senior citizen housing)
( ) **B4** Multiple Dwelling (adult residential care facility)

( ) **C1** Business
( ) **C2** Mercantile
(X) **C3** Industrial
( ) **C4** Storage
( ) **C5** Assembly
( ) **C6** Institutional
( ) **C7** Miscellaneous

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

The parcel is located on the north side of Mariaville Road with an address of 676 Mariaville Road. It also has frontage along Cimino Lane which is locared just to the east of the subject parcel. The NYS Thruway is located just to the West of the site of the subject parcel.

Name of Public Road(s) Providing Access: Mariaville Road (NYS Route) & Cimino Lane

Width of Property Fronting on the Existing Public Road in Linear Feet: 541+/-

Does the Proposal Have Access to an Arterial or Planned Arterial? ○ Yes ⊗ No

Name(s) of Arterial Road(s): Mariaville Road

A legal description of the proposed site must be attached: ⊗ Yes ○ No

A copy of the assessor's map of the proposed site must be attached: ⊗ Yes ○ No

A copy of the most current deed(s) of the proposed site must be attached: ⊗ Yes ○ No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N.A.

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The Mariaville Road corridor in this section is developed with a mix use of Commercial, Industrial & Residential development and this area is very convenient for traveling to multiple locations. This parcel is located on this corridor and it is very attractive to potential tenants that want to locate where access is facilitated.

UTILITIES

Proposed Source of Water:
- ⊗ Public System
- ○ Other, please describe _____
- ○ Individual Wells
- ○ Private Community System

Proposed Means of Sewage Disposal:
- ○ Public Sewer
- ◉ Septic Tank & Leachfield
- ○ Other, please describe _____

PART III

****

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

****

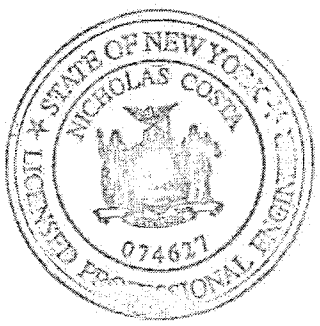
I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: 02-08-23

Address: 11 Herbert Drive Phone: 518 698 3772

Latham, NY Zip: 12110

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE



****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Cosmo Marfione
Address: 11 Herbert Drive
Latham NY

Cosmo D Marfione
Signature of applicant or representative

Date:
Phone: 914 424 0359
Zip: 12110

2/8/2023
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Westchester)

SUBSCRIBED AND SWORN to before me this 8 day of February, 2023

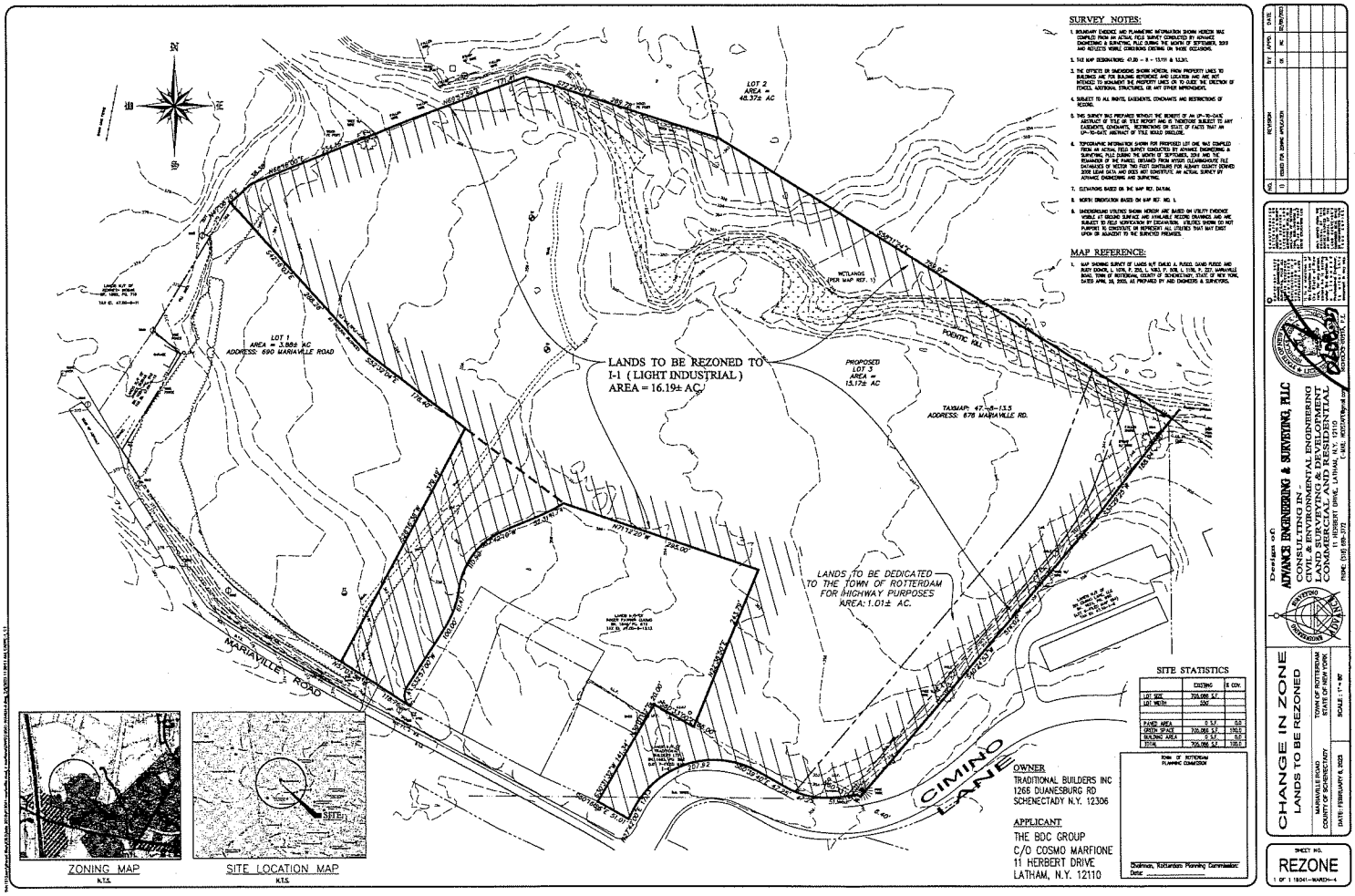
NOTARY SEAL

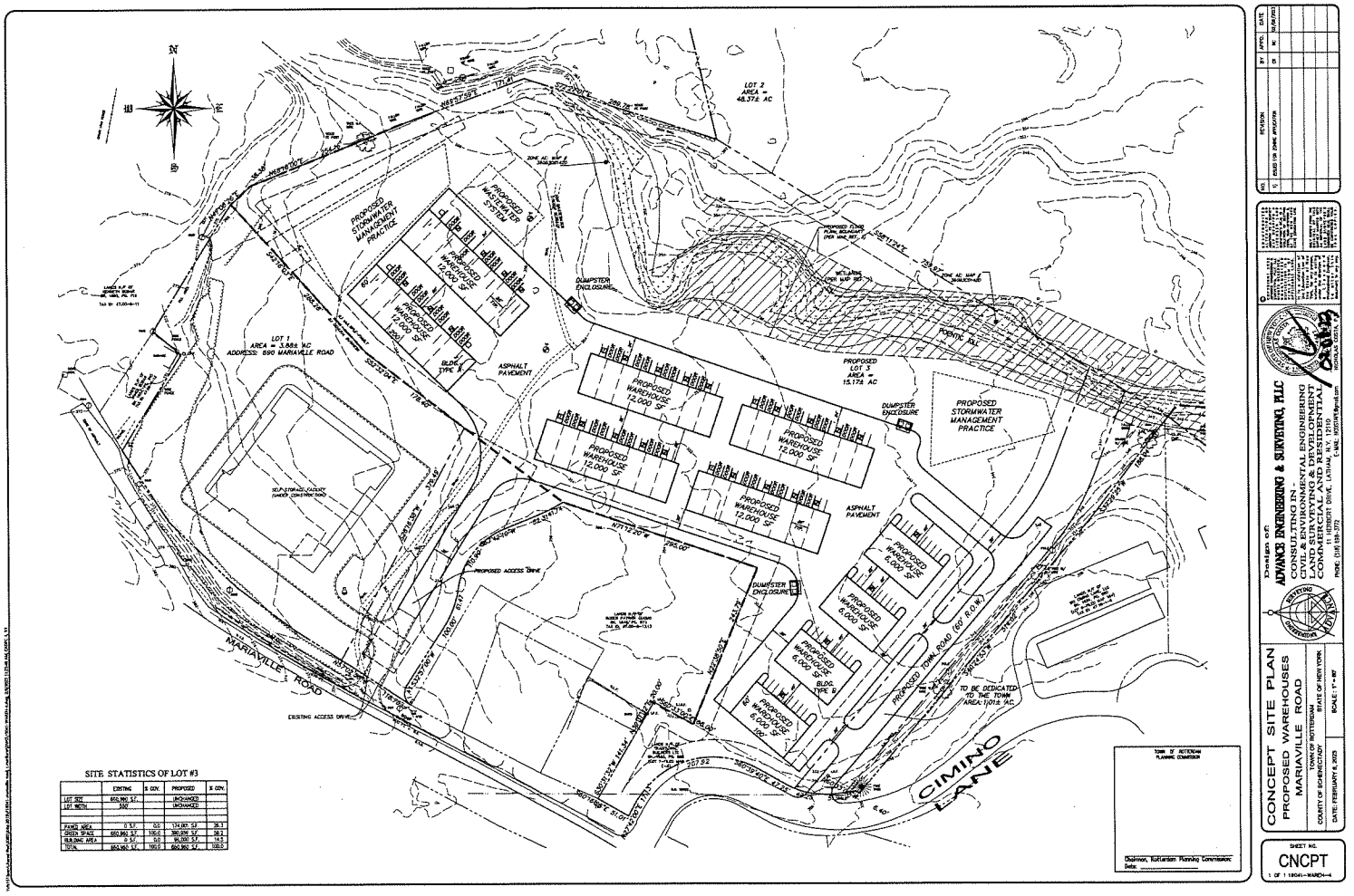
Erin Daly
Notary Signature

Notary Public in and for the State of New York
Residing at: New York, NY
My appointment expires: 01-28-2027

ERIN DALY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6386531
Qualified in Westchester County
My Commission Expires ~~01-28-2023~~ 01-28-2027

PLEASE AFFIX NOTARY SEAL HERE


SURVEY NOTES:
MAP REFERENCE:
LANDS TO BE REZONED TO I-1 (LIGHT INDUSTRIAL) AREA = 16.19± AC.
LOT 1 AREA = 3.884 AC. ADDRESS: 690 MARIAVILLE ROAD
LOT 2 AREA = 45.37± AC
PROPOSED LOT 3 AREA = 13.17± AC
TAX MAP: 47.-5-13.5 ADDRESS: 678 MARIAVILLE RD.
LANDS TO BE DEDICATED TO THE TOWN OF ROTTERDAM FOR HIGHWAY PURPOSES AREA: 1.01± AC.
WETLANDS (PER MAP REF. 1)
MARIAVILLE ROAD
CIMINO LANE
POETIC HILL
SITE STATISTICS
OWNER
TRADITIONAL BUILDERS INC
1265 DUANESBURG RD
SCHENECTADY N.Y. 12306
APPLICANT
THE BDC GROUP
C/O COSMO MARFIONE
11 HERBERT DRIVE
LATHAM, N.Y. 12110
TOWN OF ROTTERDAM PLANNING COMMISSION
Chairman, Rotterdam Planning Commission
Date:
ZONING MAP
N.T.S.
SITE LOCATION MAP
N.T.S.
SITE
Design of
ADVANCE ENGINEERING & SURVEYING, PLLC
CONSULTING IN-
CIVIL ENVIRONMENTAL ENGINEERING
LAND SURVEYING & DEVELOPMENT
COMMERCIAL AND RESIDENTIAL
CHANGE IN ZONE
LANDS TO BE REZONED
MARIAVILLE ROAD
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM
STATE OF NEW YORK
DATE: FEBRUARY 6, 2023
SCALE: 1" = 80'
SHEET NO.
REZONE



SITE STATISTICS OF LOT #3

	EXISTING	% CON.	PROPOSED	% CON.
LOT SIZE	850,960 S.F.		UNCHANGED	
LOT WIDTH	300'		UNCHANGED	
PAVED AREA	0 S.F.	0.0	124,661 S.F.	26.3
GREEN SPACE	850,960 S.F.	100.0	365,299 S.F.	38.3
BUILDING AREA	0 S.F.	0.0	95,000 S.F.	14.3
TOTAL	850,960 S.F.	100.0	850,960 S.F.	100.0

NO.	REVISION	BY	APPD.	DATE
1	ADDED TOWN OWNER INFORMATION	S.	M.	02/24/2023

Design of:
ADVANCE ENGINEERING & SURVEYING, PLLC
CONSULTING IN -
CIVIL & ENVIRONMENTAL ENGINEERING
LAND DEVELOPMENT & SITE PLANNING
COMMERCIAL AND RESIDENTIAL
11 HERBERT DRIVE, LATHAM, N.Y. 12110
PHONE: (518) 698-3272 E-MAIL: ADVANCEENG@verizon.net

CONCEPT SITE PLAN
PROPOSED WAREHOUSES
MARIAVILLE ROAD
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY
STATE OF NEW YORK
DATE: FEBRUARY 6, 2023
SCALE: 1" = 80'

SHEET NO.
CNCPT
1 OF 1 SHEET(S) - MARCH-4

Advance Engineering & Surveying, PLLC

Consulting in: Civil & Environmental Engineering • Land Surveying • Land Development
11 Herbert Drive
Latham, N.Y. 12110
Phone: (518) 698-3772
Email:ncostape@gmail.com

Nicholas Costa, PE

DESCRIPTION FOR PROPOSED LOT 3

676 MARIAVILLE ROAD

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Rotterdam, County of Schenectady, and State of New York, being a portion of Lot No. 2, as shown on a map entitled "676 Mariaville Road Subdivision, LTD., Street No. 676 Mariaville Road, Tax Id's: 47.00-8-13.111 & 13.311, Town of Rotterdam, County of Schenectady, New York", prepared by Advance Engineering & Surveying PLLC, dated August 31, 2020, last revised October 29, 2021 and filed in the Schenectady County Clerk's Office on December 20, 2021 as Map P – 167 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the division line the lands, now or formerly, owned by Stack N Stor Rotterdam LLC, as described in liber 2074 page 442, also being Lot No. 1 as shown on aforesaid filed subdivision map, on the west, and the lands, now or formerly, owned by Acorn Milton Self Storage, LLC, as described in liber 2073 page 683, also being Lot No. 2 as shown on aforesaid filed subdivision map, on the east, with the northerly boundary of Mariaville Road. Thence, from said point of beginning and along said division line on a bearing of N 28°16'23" E, a distance of 379.58 feet, to a point. Said point being the northeasterly corner of the aforesaid Lot No. 1. Thence, on a bearing of N 52°32'19" W, a distance of 178.40 feet, to a point. Thence, on a bearing of N 42°16'53" W, a distance of 288.25 feet , to the point of intersection of said division line with the easterly boundary of the lands, now or formerly, owned by Kenneth Bobar, as described in liber 1892 page 719. Said point of intersection also being the northwesterly corner of the aforesaid Lot No. 1. Thence, along said division line of Bobar, on the west and the herein described parcel, on the east, on a bearing of N 47°08'26" E, a distance of 38.38 feet, to a point. Thence, on a bearing of N 68°18'00" E, a distance of 254.16 feet to the point of intersection of the lands of Bobar, on the southwest, and the lands, now or formerly, owned by A. Joseph Fazzone and Susan Ann Gallo, as described in liber 1536 page 232, on the northeast, with the northwesterly boundary of the herein described parcel. Thence, along the boundary of the lands of Fazzone and Gallo, on a bearing of N 69°57'59" E, a distance of 171.41 feet, to a point. Thence, on a bearing of S 72°27'01" E, a distance of 289.78 feet, to a point. Thence, through the lands of Acorn Milton Self Storage, LLC, on a bearing of S 58°11'24" E, a distance of 759.97 feet, to a point being the northwesterly corner of a subdivision entitled "Subdivision of Lands of Frank Santoro, Cimino Lane, Final Subdivision Plan", made by Environmental Design Partnership, dated February 14, 1984 and filed in the Schenectady County Clerk's Office on August 20, 1984 in Drawer 64, Map 184. Said point also being the intersection of the northeasterly corner of the herein described parcel with the northwesterly corner of Lot No. 5 Cimino Lane, as described in liber 1820 page 697 and the northerly corner of Lot No. 6 Cimino Lane, as described in liber 1624 page 950. Thence, along the westerly division line of Lot No. 6, Cimino Lane, on a bearing of S 37°29'25" W, a distance of 188.04 feet, to a point. Thence, S 40°24'53" W, a distance of 514.02 feet to the point of

intersection of Lot No. 6, Cimino Lane with the northeasterly corner of Lot No. 7, Cimino Lane, as described in liber 1685 page 892. Thence, along the division line of the herein describe parcel and Lot No. 7, Cimino Lane, on a bearing of N 60°33'00" W, a distance of 51.07 feet to a point. Thence, on a bearing of S 30°27'00" W, a distance of 30 feet, to a point. Thence, on a bearing of N 60°33'00" W, a distance of 205.00 feet, to the point of intersection of the division line of the lands, now of formerly, owned by Roger Patrick Cuomo, as described in liber 1846 page 673, on the west, and the herein described parcel, on the east, with the northerly boundary of Lot No. 7, Cimino Lane. Thence, along said division line, on a bearing of N 22°38'50" E, a distance of 243.79 feet, to a point. Thence, on a bearing of N 71°12'20" W, a distance of 295.00 feet, to a point. Thence. on a curve to the right, having a radius of 250.00 feet, an arc length of 41.74 feet, a chord bearing S 62°55'20" W and a chord length of 41.69 feet, to a point. Thence, on a bearing of S 67°42'10" W, a distance of 52.31 feet, to a point. Thence, on a curve to the left, having a radius of 107.00 feet, an arc length of 110.90 feet, a chord bearing S 38°00'40" W and a chord length of 106.00 feet, to a point. Thence, on a curve to the right, having a radius of 143.00 feet, an arc length of 61.47 feet, a chord bearing S 20° 38'10" W and a chord length of 61.00 feet, to a point. Thence, on a bearing of S 32°57'00" W, a distance of 100.00 feet, to a point. Thence, on a curve to the left, having a radius 20.00 feet, an arc length of 31.42 feet, a chord bearing S 12°03'00" E and a chord length of 28.28 feet, to a point on the northerly boundary of Mariaville Road. Thence, along the northerly boundary of Mariaville Road, on a bearing of N 57°02'58" W, a distance of 118.74 feet, to the place or point of beginning, containing 16.19 acres of land, being more or less.

Being a portion the same premises conveyed to Acorn Milton Self Storage, LLC by Traditional Builders, LTD., by a deed dated December 3, 2021 and filed in the Schenectady County Clerk's Office on December 14, 2021 in liber 2073 page 683.

Subject to all exceptions, reservations, rights-of-ways, easements, covenants, restrictions and rights of record.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Re-zoning of a portion of the parcel located at 676 Mariaville Road		
Project Location (describe, and attach a general location map): 676 Mariaville Road		
Brief Description of Proposed Action (include purpose or need): Applicant is requesting that a portion of the existing parcel be Rezoned from the current zone, R3 Multiple Family zone to I-1, Light Industrial. The Rezone parcel is approximately 15.855 Acres. The parcel is owned by the applicant.		
Name of Applicant/Sponsor: The BDC Group	Telephone: 914 424 0359 E-Mail: cmarfione@thebdcgroup.com	
Address: 11 Hebert Drive, Suite 3		
City/PO: Latham	State: NY	Zip Code: 12110
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Town Board - Change in zone	February 2023
b. City, Town or Village Planning Board or Commission ☑Yes☐No	Town Planning Board - Recommendation for Zone Change	February 2023
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☐Yes☑No		
f. Regional agencies ☐Yes☑No		
g. State agencies ☐Yes☑No		
h. Federal agencies ☐Yes☑No		
i. Coastal Resources. *i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No *ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No *iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No		

C. Planning and Zoning

C.1. Planning and zoning actions.
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes☐No • **If Yes,** complete sections C, F and G. • **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1
C.2. Adopted land use plans.
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes☐No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No If Yes, identify the plan(s): NYS Heritage Areas:Mohawk Valley Heritage Corridor
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R3- Multiple Family

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? I-1 Light Industrial District

C.4. Existing community services.

a. In what school district is the project site located? Schalmont School District

b. What police or other public protection forces serve the project site?
Town of Rotterdam

c. Which fire protection and emergency medical services serve the project site?
Town of Rotterdam Fire District #6

d. What parks serve the project site?
Carman Road Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Change in Zone

b. a. Total acreage of the site of the proposed action? 16.19+/- acres
b. Total acreage to be physically disturbed? 0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 68.5+/- acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☑ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Industrial
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☑ No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____
iii. If other than water, identify the type of impounded/contained liquids and their source. _____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
If yes, describe. _____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐ Yes ☐ No
ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

_____

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: na
- Saturday: na
- Sunday: na
- Holidays: na

ii. During Operations:

- Monday - Friday: na
- Saturday: na
- Sunday: na
- Holidays: na

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe:

n. Will the proposed action have outdoor lighting? ☐ Yes ☑ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☑ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	15.47	15.47	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0.72	0.72	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____	0	0	0

c. Is the project site presently used by members of the community for public recreation? ☐Yes☑No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes☑No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes☑No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes☑No

If Yes:

i. Has the facility been formally closed? ☐Yes☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes☑No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? over 10+ feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Howard gravelly silt loam	55 %
Phelps gravelly loam	11 %
Teel silt loam	21 %

d. What is the average depth to the water table on the project site? Average: 6+ feet

e. Drainage status of project site soils:
☑ Well Drained: 55 % of site
☑ Moderately Well Drained: 45 % of site
☑ Poorly Drained 0 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____ % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 876-99 Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☑ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:

i. Name of aquifer: Principal Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA

m. Identify the predominant wildlife species that occupy or use the project site:
Rabbits, Squirrels, Deer, Raccoon, Mice
Birds,frogs

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☐No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

e. 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? ☐Yes ☐No

If Yes:

i. Nature of historic/archaeological resource: ☐Archaeological Site ☐Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. 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? ☑Yes ☐No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐Yes ☐No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐Yes ☐No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐Yes ☑No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐Yes ☐No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

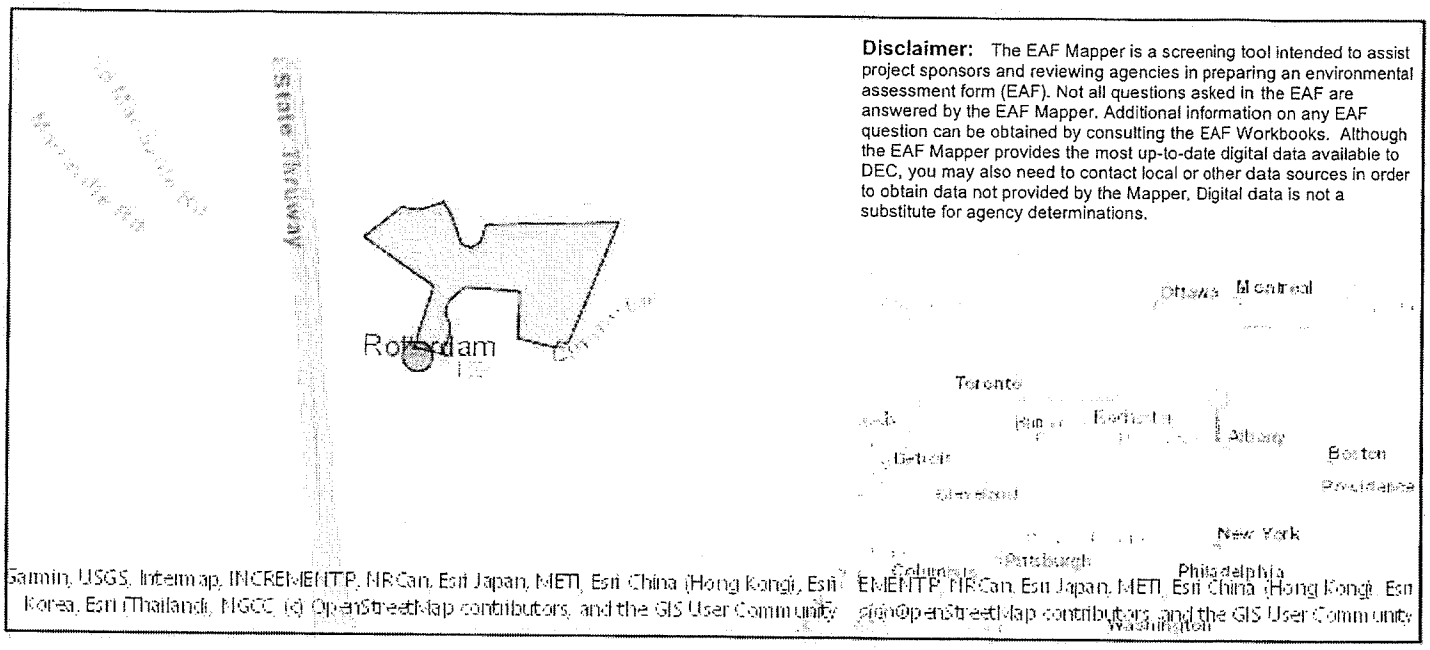
Applicant/Sponsor Name The BDC Firm/Cosmo D. Martone Date _____

Signature Cosmo D Martone. Title _____

PRINT FORM

EAF Mapper Summary Report

Monday, January 30, 2023 9:11 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	876-99
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes

E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

OFFICE OF THE SCHENECTADY COUNTY CLERK

620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Cara M. Ackerley
County Clerk

Instrument Number - 202163021
Recorded On 12/14/2021 At 9:48:50 AM
* Instrument Type - DEED
* Book/Page - DEED/2073/683
* Total Pages - 9
Invoice Number - 1109378 User ID: LPD
* Document Number - 2021-5866
* Grantor - TRADITIONAL BUILDERS LTD

* Grantee - ACORN MILTON SELF STORAGE LLC

*RETURN DOCUMENT TO:
BARTLETT PONTIFF STEWART & RHODES
1 WASHINGTON ST
GLENS FALLS, NY 12801
ATTN: PPE

* FEES

NY REALTY TRANSFER TAX	$3,240.00
NY LAND SUR	$4.75
NY E & A FEES	$241.00
NY LAND COMP SUR	$14.25
CO GENERAL REVENUE	$70.00
CO LAND SUR	$0.25
CO E & A FEES	$9.00
CO LAND COMP SUR	$0.75
CONVEYANCE NOTIFICATION	$10.00
TOTAL PAID	$3,590.00

TRANSFER TAX
Real Estate Transfer Tax Num - 1978
Transfer Tax Amount - $ 3,240.00

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

Cara M. Ackerley
Schenectady County Clerk

THIS IS AN ENDORSEMENT PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

002F2E

WARRANTY DEED

THIS INDENTURE, Made this 3rd day of December, Two Thousand Twenty-One.

BETWEEN **TRADITIONAL BUILDERS, LTD.**, a corporation organized under the laws of the State of New York, with an address of 1363 Giffords Church Road, Schenectady, New York 12306, party of the first part, and

ACORN MILTON SELF STORAGE, LLC, a New York limited liability company, with an address of 222 Bloomingdale Road, Suite 404, White Plains, New York 10605, party of the second part,

WITNESSETH that the party of the first part, in consideration of ----ONE AND 00/100----- DOLLAR ($1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL the real property and improvements thereon located in the Town of Rotterdam, County of Schenectady and State of New York and as more particularly described on Schedule "A" attached hereto and made a part hereof.

BEING a the same premises conveyed to party of the first part, by two deeds: one from Frank Santoro, dated August 2, 2004 and recorded in the Schenectady County Clerk's Office on August 20, 2004, in Book 1685 at Page 892 (SBL Number 47.16-1-1.11); and, the second from Emilio Fusco, David Fusco and Rudy Eignor, dated May 24, 2005 and recorded in the Schenectady County Clerk's Office on May 27, 2005, in Book 1706 at Page 801 (SBL Numbers 47-8-13.111 and 13.311).

This conveyance is made subject to all enforceable easements, covenants and restrictions of record and any state of facts which an inspection and/or accurate survey may show.

This conveyance is made with unanimous consent of the Grantor's Board of Directors, in its normal course of business and does not constitute all or substantially all of the assets of the corporation.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises.

Second, That the party of the first part will forever Warrant the title to said premises.

R 47.16 A.P.T.S.A. TAX MAP IDENT SEC ____ BLK 1 92 LOT 1.11

February 22, 2023

Community Title Agency, Inc.
One Washington Street S.A.
Glens Falls, NY 12801
518-792-1111 FILE
1140-SC-1940

R 47.16 SEC 8 LOT 13.1111

R 47.16 SEC 8 LOT 13.311

DEED BOOK 2173 Page 684
Doc No 2021-5866

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN PRESENCE OF

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its duly authorized officer this 3rd day of December, 2021.

TRADITIONAL BUILDERS, LTD.

BY: _____
JOSEPH LUCARELLI, PRESIDENT

STATE OF NEW YORK }
COUNTY OF ALBANY }ss.:

On the 3rd day of December, in the year 2021, before me, the undersigned, personally appeared **Joseph Lucarelli,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

CHERI ANN MCGEARY
Notary Public, State of New York
No. 01MC6038407
Qualified in Albany County
Commission Expires March 13, 2022

RECORD AND RETURN
==========

Bartlett, Pontiff, Stewart & Rhodes
One Washington St.
Glens Falls, NY 12801
Att: JCL

NEW YORK COMMITMENT

Title No. 1140-MG-1990

Schedule A -- Description

Section 47 Block 8 Lots 13.111 and 13.311

All that parcel of land situated in the Town of Rotterdam, County of Schenectady and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point located on the northerly boundary of New York State Route 159 (Mariaville Road) at its intersection with the division line between lands now or formerly James Bobar (L.987, P.473 & L.1054, P.910) on the west and lands now or formerly David Fusco (L.1076, P.255) on the east; thence along said division line and lands now or formerly Joseph Fazzone and Susan Gallo the following twenty one (21) courses and distances:

1. North 32°-08'-25" East a distance of 161.18 feet to a point;
2. North 49°-34'-00" West a distance of 52.20 feet to a point;
3. North 31°-37'-10" East a distance of 213.16 feet to a point;
4. North 47°-08'-26" East a distance of 38.38 feet to a point;
5. North 68°-18'-00" East a distance of 254.16 feet to a point;
6. South 65°-28'-03" East a distance of 65.68 feet to a point;
7. South 77°-42'-05" East a distance of 55.32 feet to a point;
8. North 79°-14'-28" East a distance of 87.55 feet to a point;
9. South 88°-02'-28" East a distance of 26.77 feet to a point;
10. South 31°-46'-58" East a distance of 38.70 feet to a point;
11. South 01°-21'-51" West a distance of 197.72 feet to a point;
12. South 33°-05'-51" East a distance of 33.91 feet to a point;
13. North 84°-18'-29" East a distance of 73.31 feet to a point;
14. North 53°-39'-39" East a distance of 43.00 feet to a point;
15. North 29°-52'-46" East a distance of 108.58 feet to a point;
16. North 10°-49'-20" West a distance of 34.24 feet to a point;
17. North 12°-51'-25" East a distance of 95.81 feet to a point;
18. North 13°-06'-00" West a distance of 237.25 feet to a point;
19. North 14°-43'-08" West a distance of 388.43 feet to a point;
20. North 63°-29'-48" East a distance of 495.00 feet to a point;
21. North 70°-32'-30" East a distance of 868.00 feet to a point located at its intersection with the division line between lands now or formerly James and Mary Jo Pardus on the north and lands now or formerly Fusco on the south;

thence along said division line and lands now or formerly Albertine and Norma Coffenberg the following four (4) courses and distances:

1. North 75°-25'-24" East a distance of 40.16 feet to a point;
2. South 43°-39'-36" East a distance of 947.10 feet to a point;
3. South 51°-58'-04" West a distance of 494.51 feet to a point;

Title No. 1140-MG-1990

Schedule A – Description

Section 47 Block 8 Lots 13.111 and 13.311

4. South 11°-59'-36" East a distance of 332.83 feet to a point located at its intersection with lands now or formerly Niagara Mohawk Power Corporation on the east and said lands now or formerly Fusco on the west;

thence along said division line the following two (2) courses and distances:

1. South 27°-28'-36" West a distance of 625.04 feet to a point;
2. South 06°-26'-24" East a distance of 90.64 feet to a point located at its intersection with the division line between lands now or formerly David Bruce (L.1562, P.768) on the south and lands now or formerly Fusco on the north;

thence North 52°-11'-00" West along said division line and lands now or formerly DWB Apartments, LLC (L.1578, P.835) a distance of 705.43 feet to a point; thence along the division line between lands now or formerly Six Cimino Lane, LLC (L.1624, P.950) on the east and said lands now or formerly Fusco on the west the following two (2) courses and distances:

1. South 37°-29'-25" West a distance of 188.04 feet to a point;
2. South 40°-24'-53" West a distance of 514.02 feet to a point located at its intersection with the division line between lands now or formerly Frank Santoro (L.1063, P.210) on the south and said lands now or formerly Fusco on the north;

thence along said division line the following three (3) courses and distances:

1. North 60°-33'-00" West a distance of 51.07 feet to a point;
2. South 30°-27'-00" West a distance of 30.00 feet to a point;
3. North 60°-33'-00" West a distance of 205.00 feet to a point located at its intersection with the division line between lands now or formerly Patrick and Gwendolyn Cuomo (L.1047, P.400) on the west and said lands now or formerly Fusco on the east;

thence along said division line the following eight (8) courses and distances:

1. North 22°-38'-50" East a distance of 243.79 feet to a point;
2. North 71°-12'-20" West a distance of 295.00 feet to a point;
3. Along a curve to the right having a radius of 250.00 feet, a distance of 41.74 feet to a point, said curve containing a chord of South 62°-55'-20" West, 41.69 feet;
4. South 67°-42'-10"West a distance of 52.31 feet to a point;
5. Along a curve to the left having a radius of 107.00 feet, a distance of 110.90 feet to a point, said curve containing a chord of South 38°-00'-40" West, 106.00 feet;
6. Along a curve to the right having a radius of 143.00 feet, a distance of 143.00 feet, said curve containing a chord of South 20°-38'-10" West, 61.00 feet;
7. South 32°-57'-00" West a distance of 100.00 feet to a point;
8. Along a curve to the left having a radius of 20.00 feet, a distance of 31.42 feet to a point, said curve containing a chord of South 12°-03'-00" East,

Schedule A – Description

Section 47 Block 8 Lots 13.111 and 13.311

28.28 feet to a point located on said northerly boundary of Mariaville Road;

thence along said northerly boundary the following four (4) courses and distances:

1. North 57°-02'-58" West a distance of 200.61 feet to a point;
2. North 53°-28'-22" West a distance of 100.00 feet to a point;
3. North 45°-26'-22" West a distance of 136.00 feet to a point;
4. North 32°-50'-22" West a distance of 124.59 feet to the **POINT OF BEGINNING** containing 66.7 acres.

Also all that parcel of land situated in the Town of Rotterdam, County of Schenectady and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point located on the northerly boundary of Mariaville Road NYS Route 159 at its intersection with the division line between lands now or formerly David Fusco (L.1158, P.227) on the west and lands now or formerly John and Marilyn Case (L.976, P.878) on the east; thence North 61°-35'-07" West along said boundary a distance of 1.13 feet to a point located at its intersection with the division line between lands now or formerly Niagara Mohawk Power Corporation on the west and said lands now or formerly Fusco on the east; thence North 06°-26'-24" West along said division line a distance of 582.72 feet to a point located at its intersection with the division line between lands now or formerly Delaware and Hudson Railway on the north and said lands now or formerly Fusco on the south; thence along said division line the following three (3) courses and distances:

1. South 66°-13'-20" East a distance of 15.26 feet to a point;
2. South 57°-45'-00" East a distance of 220.96 feet to a point;
3. South 14°-26'-47" West a distance of 119.54 feet to a point located at its intersection with the division line between lands now or formerly Richard and Marilyn Bikowitz on the east and said lands now or formerly Fusco on the west;

thence South 14°-20'-41" West along said division line a distance of 205.43 feet to a point located at its intersection with the first mentioned division line; thence South 20°-54'-48" West along said division line a distance of 150.65 feet to the **POINT OF BEGINNING** containing 1.31 acres.

Also all that parcel of land situated in the Town of Rotterdam, County of Schenectady and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point located on the northerly boundary of lands now or formerly Delaware and Hudson Railway at its intersection with the division line between lands now or formerly David Fusco (L.1158, P.227) on the west and lands now or formerly Bradley and Andrea Strang (L.1073, P.428) on the east; thence South 67°-37'-57" West along said northerly boundary a distance of 105.32 feet to a point located at its

Title No. 1140-MG-1990

Schedule A – Description

Section 47 Block 8 Lots 13.111 and 13.311

intersection with the division line between lands now or formerly Niagara Mohawk Power Corporation on the west and lands now or formerly Fusco on the east; thence North 09°-21'-06" East along said division line a distance of 255.80 feet to a point; thence North 27°-28'-36" East continuing along said division line a distance of 15.44 feet to a point located at its intersection with the division line between said lands now or formerly Fusco on the west and said lands now or formerly Strang on the east; thence South 12°-09'-39" East along said division line a distance of 231.21 feet to the **POINT OF BEGINNING** containing 0.29 acres.

NOTE: Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance containing Schedules A and B with matching Commitment Numbers.

NEW YORK COMMITMENT

Title No. 1140-MG-1990

Schedule A -- Description

Section 47.16 Block 1 Lot 1.11

All that parcel of land situated in the Town of Rotterdam, County of Schenectady and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point located at the intersection of the northeasterly bounds of Mariaville Road (State Road #159) with the northwesterly bounds of Cimino Lane; then North 60°-16'-26" West, along said northwesterly bounds of Mariaville Road (State Road #159) a distance of 51.01 feet to a point located at the intersection with the northwesterly bounds of said Lot 7 Cimino Lane; thence northeasterly and southeasterly along said Lot 7 Cimino Lane the following two (2) courses and distances:

1.) North 30°-31'-32" East, a distance of 164.01 feet to a point;

2.) South 60°-33'-00" East, a distance of 270.00 feet to a point located in the northerly bounds of said Cimino Lane;

thence westerly and southwesterly along said Cimino Lane the following four (4) courses and distances:

1.) along a curve to the right having a radius of 106.85 feet an arc distance of 47.26 feet to a point, said curve containing a chord of south 73°-20'-00" East, a distance of 46.87 feet;

2.) North 60°-39'-40" West, a distance of 47.25 feet to a point;

3.) along a curve to the left having a radius of 130.00 feet an arc distance of 207.92 feet to a point, said curve containing a chord of South 73°-31'-10" West, 186.46 feet;

4.) South 27°-42'-00" West, a distance of 17.13 feet to the **POINT OF BEGINNING**, being 13,747 square feet, more or less.

Also all that parcel of land situated in the Town of Rotterdam, County of Schenectady and State of New York and being more particularly bounded and described as follows:

COMMENCING at a point located at the intersection of Mariaville Road (State Road #159) with the northwesterly bounds of Cimino Lane; thence along said bounds of Cimino Lane the following four (4) courses and distances:

1.) North 27°-41'-58 East, a distance of 17.13 feet to a point;

2.) along a curve to the right having a radius of 130.00 feet an arc distance of 207.92 feet to a point, said curve containing a chord of North 73°-31'-10" East, 186.46 feet;

3.) South 60°-39'-40" East, a distance of 47.25 feet to a point;

4.) along a curve to the left having a radius of 106.85 feet an arc distance of 47.26 feet to the **POINT OF BEGINNING**, said curve containing a chord of South 73°-20'-00" East, 46.87 feet;

Title No. 1140-MG-1990

Schedule A – Description

Section 47.16 Block 1 Lot 1.11

thence from said point of beginning and along said Lot 7 Cimino Lane the following two (2) courses and distances:

1.) North 30°-27'-00" East, a distance of 30.00 feet to a point;

2.) South 60°-33'-00" East, a distance of 44.57 feet to a point located in the northwesterly bounds of said Cimino Lane;

thence southwesterly along said Cimino Lane, the following two (2) courses and distances:

1.) South 78°-19'-30" West, a distance of 2.37 feet to a point;

2.) along a curve to the right having a radius of 190.00 feet an arc distance of 51.97 feet to the **POINT OF BEGINNING**, said curve containing a chord of South 86°-09'-40" West, 51.81 feet.

The above described Parcel 2 contains 738 square feet, more or less.

Subject to any easements, restrictions, and/or covenants of record, if any.

DEED Book 2073 Page 691
Doc No 2021-5866

NOTE: Valid as a Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance containing Schedules A and B with matching Commitment Numbers.

RESOLUTION NO. 98.23
TO AMEND THE SCHEDULE OF FEES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the revised schedule of fees contained in this resolution as follows:

SCHEDULE OF FEES
Proposed Fees for 2023

POLICE DEPARTMENT

Chapter 71, Alarms.

A. Alarm installers
   (1) Registration with Rotterdam Police Department required annually
B. Initial permit for the installation of an emergency alarm system required
C. Service fees
   (1) First year service fee, payable at the time of application for installation

Type of Alarm	Service Fee (If installed between: January 1 - June 30)	Service Fee (If installed between July 1 - December 31)
A - Residential - UCC	$80.00	$40.00
B - Residential Outside Audible	$60.00	$30.00
C - Residential – 3rd Party	$20.00	$10.00
D - Commercial - UCC	$160.00	$80.00

(2) Annual service fee payable by January 31 of each succeeding year, upon receipt of bill

Type of Alarm	Yearly Fee
A - Residential - UCC	$ 80.00
B - Residential Outside Audible	$ 60.00
C - Residential – 3rd Party	$ 20.00
D - Commercial - UCC	$160.00

D. False alarms

(1) False alarm fees (each false alarm)

Number of False Alarms	Fee
1 through ~~8~~ 6	$0.00
7 ~~9~~ and over	$100.00

(2) Non-permitted premises (each false alarm)

Number of False Alarms	Fee
1	$0.00
2 through 4	$50.00
5	$100.00
6	$200.00
7 and over	$400.00

Chapter 225, Records, Public Access To.

A. CD, DVD or DVR	$15.00 each
B. Certified copies	$10.00 per document

Identification Photograph Fees.

A. Resident (21 and older)	$20.00 each
B. Resident (20 and younger)	$10.00 each
C. Resident Medicare eligible	$10.00 each
D. Resident senior citizen (62 and older)	$10.00 each
E. Other government agency	$10.00 each
F. Hawker, peddler or solicitor	$20.00 each
G. Town officer or town employee	Free
H. Nonresident (21 and older)	$40.00 each
I. Nonresident (20 and younger)	$20.00 each
J. Nonresident Medicare eligible	$20.00 each
K. Nonresident senior citizen (62 and older)	$20.00 each

JUSTICE COURT

Chapter 266-74, Driver Responsibility Fee.

A. Any adjudicated case, with a final disposition of guilt: $39.00

TOWN CLERK

Chapter 107, Dogs.

The following dog licensing fees shall be charged:

A. License fee	
(1) Altered	$15.00
(2) Unaltered	$20.00
B. Dogs licensed by senior citizens (62 and older)	
(1) Altered	$5.00
(2) Unaltered	$11.00
C. Late renewal penalty	$10.00
D. Replacement tag fee	$3.00

Chapter 74, Amusements.

A. Amusement games and game room	$100 per year $50.00 after July 1 each year

Chapter 78, Auctions and Auctioneers.

A. Auction license fee	$50.00 per day
B. Yearly auctioneer license	$150.00 per year

Chapter 98, Carnivals and Tent Shows.

A. License fee	$500.00 per event

Chapter 145, Garage Sales.

A. License fee	$5.00 per day

Chapter 150, Hawking, Peddling and Soliciting.

A. Parade license	$25.00 per food vendor $25.00 per moving vendor
B. Renewal license	$25.00 for the application
C. All other solicitor permit	$150.00
D. Renewals of permit	$125.00

Chapter 173, Junkyards.

A. License	$500 per year

Chapter 244, Solid Waste.

A. Annual permit fee for waste collector trucks	$75 per truck
B. Annual compost permit fees	

Chapter 257, Taxis.

A. License fee	$125.00 per company, per yr.
B. Taxi driver license fee	$25.00 per driver, per yr.

DEPARTMENT OF PUBLIC WORKS

~~Chapter 154~~, Housing and Building Standards.
Chapter 89

A. Residential new homes and additions
   (1) The first 0 - 1,000 square feet — $500 $200.00
   (2) Each additional square foot over 1,000 square feet — 0.40 $0.20 per square foot
B. Nonresidential buildings and additions
   (1) The first 0 - 1,000 square feet — $600 $300.00
   (2) Each additional square foot over 1,000 square feet — 0.60 $.30 per square foot
C. Agricultural buildings and structures
   (1) The first 0 - 1,000 square feet — $200.00
   (2) Each additional square foot over 1,000 square feet — 0.20 $0.10 per square foot
D. Multiple dwellings (enclosed floor area)
   (1) The first 0 – 1,000 square feet — $500 $350.00
   (2) Each additional square foot over 1,000 square feet — 0.75 $.35 per square foot
E. Detached accessory buildings and structures
   (1) The first 100 square feet — $75 $35.00
   (2) Each additional square foot over 100 square feet — 0.60 $0.35
   (3) Construction of residential handicapped ramps, and doorways shall be exempt from the provisions of this section.
F. Alterations and repairs

Construction Cost	Fee
$0 to $1,000.00	$50 $30.00
Over $1,000.00	$30.00 plus $25 $15.00 per each additional $1,000.00 or $2.50 $1.50 per $100 of construction cost

G. Renewable energy (all solar permits become alteration cost of construction)
   (1) Building or roof mounted — $.30 per square foot
   (2) Ground mounted — $.35 per square foot

H. Building demolition

Floor Area (square feet)	Fee
0 to 199	$100 $50.00
200 to 499	$200 $100.00
500 to 1,000	$400 $200.00
1,001 to 3,000	$500 $250.00
3,001 to 5,000	$750 $500.00
Over 5,000	$750 $500.00 +$35.00 $15.00 per additional 1,000 square feet

I. A. Pools

(1) Inground with fence Inground pools include a fence and are now classified based on cost in the alteration/ repair fees $150 $125.00

(2) Aboveground $125 $60.00

J. Permit renewal fee $35.00 or 10% of the original cost of the permit, whichever is higher

Before the permit expires $50 / 20% whichever is higher , expired permit 50% of original permit

Stop Work Order (no current/ valid permits on parcel) 2x the cost of the permit +500 per placard installation

K. Plumbing

(1) Commercial buildings

(a) One to three fixtures per unit $100 $50.00

(b) Each additional fixture per unit $10 $7.00

(2) Multiple family dwellings

(a) One to three fixtures per unit $75 $50.00

(b) Each additional fixture per unit $10 $5.00

(3) Residential one- and two-family dwellings

(a) One to three fixtures $75 $30.00

(b) Each additional fixture $10 $4.00

L. Fire inspection

(1) Annual- per public assembly $150 $35.00

Restaurants/ Stores / places of assembly

(2) Three year-per tenant space $ 75 per unit $50.00

For any apartment building 3 units or more/ per unit

M. Zoning letter

(1) Residential $50 $25.00

(2) Commercial $ 100 $50.00

Chapter 230, Sewers.

A. Septage hauler permits $50.00 per 1,000 gallons allowed in annual permit

B. Septage discharge

$40.00 per 1,000 gallons of truck capacity
or
$40.00 per 1,000 gallons metered

C. Septic system permit — $150 $50.00

D. Sewer lateral inspection (building to sewer) — $75 $35.00

E. Sewer connections:

(1) Fees

(a) New connection or change of use inside the district or extensions — $750 $500.00 per dwelling unit
$1250 $1000.00 per commercial use

(b) New connection or change of use outside the district or extensions — $1000 $750.00 for three (3) bedrooms or less and $250.00 per bedroom over three (3) bedrooms

$1,000 for commercial use up to 5000 sq ft., $250.00 for each additional 1,000 sq ft.

(c) Apartments or condominiums — $750.00 per dwelling unit

(d) Percolation and/or pit test(s) — $35 per lot

F. Hamburg Street Sewer District 7 and all sewer district extensions

(1) New Connection June 1, 2025 and after

(a) <u>One, Two Family and Townhouses</u>

Per dwelling unit	$500.00

(b) <u>Multiple Dwellings</u>

Apartment	$750.00
Hotel	$750.00
Owner occupied	$500.00

(c)<u>Commercial</u>

Per tenant space	$1,000.00

(d) <u>Mixed Use Building</u>

Per tenant space	$1,000.00
Per dwelling unit	$ 750.00

G. All Sewer Districts – User Rates (O+M Cost)

Sewer 2 and all extensions	$306.47
Sewer 3	$251.37
Sewer 4	$0
Sewer 6	$1020.41
Sewer 7 and all extensions	$97.07

Chapter 249, Subdivision of Land.

A. Subdivision

(1) Sketch plan	$150.00
(2) Final minor subdivision	$160.00 per lot
(3) Final major subdivision	$200.00 per lot
(4) Parkland fee for subdivisions which create additional lots	
(a) $1,000.00 per additional lot created	
(b) In any zone except I-1 or I-2, $600 per proposed apartment, condominium or townhouse dwelling unit	
(5) Advertising fee	Actual cost of legal notice
(6) Waiver of subdivision review	$100 $75.00

Chapter 265, Property Maintenance.

A. Administrative fee for noncompliance	$50.00

Chapter 267, Water.

A. Private well permit and inspection	$25.00 every three yrs
B. Water service permit	$35.00
Water Department installed	
(1) One inch tap, same side of street	$1,100.00, plus $4.00/ft
(2) One inch tap, opposite side of street	$1,500.00, plus $4.00/ft
(3) Contractor certified installation (greater than 1")	$1,650.00
C. Water District 3 and 4 user rates	
(1) Residential users rent/dwelling unit	1 unit/dwelling unit
(2) Nonmetered commercial users rent/tenant space	1 unit/tenant space

Consumption (gallons)	Rate/Unit
First 75,000 Each additional 75,000 gal. or portion thereof	$650.71

Rates as determined by the adopted Town Board budget for the year.

D. Water District 5 user rates

(1) Residential users rent/dwelling unit	1 unit/dwelling unit
(2) Nonmetered commercial users rent/tenant space	1 unit/dwelling unit

Consumption (gallons)	Rate/Unit
First 75,000 Each additional 75,000 gal. or portion thereof	$134.85

Rates as determined by the adopted Town Board budget for the year.

E. Advertising and printing notices for sewer district extension	Actual Cost
F. Advertising and printing notices for water district extension	Actual Cost
G. Underground sprinkler system permit	$75 $35.00
H. Fire suppression system	$50.00
I. Water from a Hydrant	
(1) Deposit for meter	$1,500.00
(2) Minimum Charge	$250.00
(3) After 15,000 gallons	$.25/2 gallons

Chapter 270, Zoning.

A. Site Plan	
(1) Application	$350.00
(2) Final site plan approval	$350.00
C. Fee in lieu of parkland for	
(1) Residential developments not part of a subdivision	$1,000.00 per dwelling unit
D. Special use permit.	
(1) Application fee	$500.00
(2) Advertising fee	Actual cost of the legal notice
E. Variance	
(1) Application fee	
(a) Undeveloped property	$500.00
(b) Developed property	$250.00
F. Change of zone	
(1) Application fee	$1,000.00
G. Waiver of site plan review	$100.00
H. Traffic and sign installation fee	$250.00 per sign for approved subdivision or site plans
I. Fences	$75 $35.00

Chicken Permits $100 for first permit / $50 every year after / or what the Town board may have already approved.

J. Signage	
(1) Pylon sign (reface)	$75.00
(2) Pylon sign (new)	$125.00
(3) All other signage	$2.50 per square foot.

K. Site development plan	
(1) First acre of land	$125.00
(2) Each additional acre of land	$75.00
L. Home occupation permit	$150.00
(1) Annual renewal	$25.00
M. Accessory home care units	
(1) Initial permit	$50.00
(2) Annual renewal	$25.00
N. Zoning map (For Purchase in Town Clerk Office)	$20.00
O. Stormwater inspection fee	$100.00
(P) (7) Extension of a Final Subdivision 1st	Free
(a) 2nd Extension	$150.00
(b) 3rd Extension	$300.00
(c) 4th Extension	$600.00
(d) all consecutive extensions double in cost	

HIGHWAY DEPARTMENT

Chapter 270, Zoning.

Highway Permit fees for all contractors shall be as follows:

Work to be performed	Fee
Full road cut	$750.00 on up to 100 square feet
Cut on pavement not to exceed ½ road cut	$375.00 on up to 50 square feet
Shoulder cut	$200.00
Cuts over 100 square feet	$7.50 per square foot

All public utilities that provide their own restoration shall pay a permit fee of 20¢ per linear foot of trench. The minimum fee for all public utilities shall be $100.00.

Public utilities shall share a common trench. The public utility applying for the permit shall be responsible for the payment of all fees, the supplying of paints, and the restoration of the project.

The Superintendent of Highways has the option to have the contractor complete all of the paving on large projects that may require an asphalt paver. If the contractor completes the paving, then a permit fee of $100.00 will be charged.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 14, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector
TITLE OF REQUEST:	Schedule of Fees updates
TOWN BOARD MEETING(S):	February 22, 2023
Background Information:	The Department of Public Works (Building Department, Planning & Zoning, Water & Sewer Departments, etc..) is looking to update its Schedule of Fees. The last time the departments fees were updated for applications was in 2014.
Evaluation/Analysis:	The various DPW departments have reviewed their sections of the Schedule of Fees. Fee schedules were reviewed from other municipalities. The DPW feels these fees are comparable to other municipalities and necessary for effectively and efficiently running the department. Lisa updated the Water/Sewer fees also.
Recommendation(s):	Please see attached.
Attachment/Document(s):	Rotterdam Schedule of Fees Halfmoon, Guilderland, Niskayuna and Glenville Fee Schedules
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Guilderland, NY
Tuesday, January 24, 2023

Chapter A285. Fees

§ A285-1. Listing of fees from Code sections.

[Amended 12-7-2010 by L.L. No. 3-2010; 2-7-2012; 9-5-2017 by Ord. No. 10-2017; 4-17-2018 by L.L. No. 3-2018; 5-21-2019 by L.L. No. 4-2019; 8-17-2021; 2-15-2022; 7-12-2022 by L.L. No. 7-2022]

Chapter No./Section No./Type of Fee	Fee
Chapter 38, Department of Fire Prevention and Investigation	
Single family home inspection	Included in building permit fee
Multiple-family dwelling inspection	$50 plus $2.50 per unit
Commercial space inspection (per business occupant, by square footage)	
Less than 2,000 sf	$50
2,001 to 5,000 sf	$60
5,001 to 10,000 sf	$80
10,001 to 25,000 sf	$100
25,001 to 35,000 sf	$125
35,001 to 50,000 sf	$175
50,001 to 100,000 sf	$250
100,001 to 250,000 sf	$350
250,001 sf or greater	$500
Industrial and storage inspection (by square footage)	
Per tenant, up to 5,000 sf	$50
Each additional 1,000 sf	$2.50
Public school fire inspection	$75 annual book
Public school structural inspection	$75 annual book
Private school inspection	$24 book
Public assembly inspection (by number of persons)	
Up to 50	$50
51 to 300	$60
301 to 1,000	$80
1,001 to 1,500	$125
Over 1,500	$175
Family home day-care inspection	$50 plus $2.50 per unit
Adult day-care facilities inspection	$50 plus $2.50 per unit
Group family day-care home inspection	$50 plus $2.50 per unit

Chapter No./Section No./Type of Fee		Fee
	Hazardous materials fee rate for inspector or investigator	$150 per hour
	Late fees	5%
	Fire Training Center use fees (non-firefighting and emergency medical services)	
	Training classroom	$65 per day
	Training grounds	
	Monday - Friday, 9:00 a.m. - 4:30 p.m.	$45 per hour
	Nights and weekends	$60 per hour
	Fireworks permit	$125
Chapter 66, Mynderse-Frederick House		
§ **66-2A(8)**	Town residents (nonrefundable)	$50
	Nonresidents (nonrefundable)	$100
Chapter 89, Records		
§ **89-4**	Photocopies not exceeding 8 1/2 x 14 inches	$0.25 per page
	Other records	Actual reproduction costs
Chapter 113, Alarms		
§ **113-4B**	Annual fee for alarm supplier permits	$25
§ **113-4C**	One-time application fee	$25
Chapter 120, Animals		
	Adoption of dog	$75
	Senior rate	$35
	Lost dog tag	$5
	Redemptions:	
	First contact	$20
	Second contact (within calendar year)	$30
	Third contact (within calendar year)	$40
	Dog park permits	$20
	Additional dog, seniors, veterans and active military	$10
	Boarding/impoundment	$25 per day
§ **120-21C**	Dog license: local fee	$9
§ **120-21K**	Penalty for failure to license dog	$150
§ **120-21F**	Guide, hearing, service dog, or police work dog	Local fee waived
§ **120-21C**	Spayed/neutered dog	$10
	Senior rate	$5
§ **120-21C**	Nonspayed/nonneutered dog	$20
	Senior rate	$10
§ **120-21A**	Under 6 months/unaltered	$10
Chapter 127, Auctions		
§ **127-3**	Permit fee	$10
Chapter 135, Bingo		

Chapter No./Section No./Type of Fee		Fee
§ 135-4	License fee (per occasion)	$18.75
§ 135-14	Admission fee for any room/place in which games of chance are held	Not to exceed $1
	Participation fee (all games played under the license)	Not to exceed $1 per opportunity
Chapter 140, Building Permits		
§ 140-3 Building permit fees		
	Single-family and two-family dwellings (including garages):	
	New construction	
	Up to 1,500 sf	$600
	Over 1,500 sf to 3,000 sf	$1,000
	Over 3,000 sf to 4,500 sf	$1,250
	Over 4,500 sf to 6,000 sf	$1,500
	Over 6,000 sf to 7,500 sf	$1,750
	Over 7,500 sf	$2,000
	Alteration, addition, demolition, etc.	$50 for first $1,000 in cost, plus $8 per additional $1,000 or fraction
	Commercial, multiple-family dwellings, mixed-use, and industrial buildings:	
	New construction	
	First 1,000 sf	$500
	Over 1,000 sf	Plus $300 per additional 1,000 sf or fraction
	Alteration, addition, demolition, etc.	$500 for first $1,000 in cost, plus $9 per additional $1,000 or fraction
	Religious institutions, colleges, and not-for-profit organizations:	
	New construction	
	First 1,000 sf	$150
	Over 1,000 sf	Plus $100 per additional 1,000 sf or fraction
	Alteration, addition, demolition, etc.	$250 for first $1,000 in cost, plus $7 per additional $1,000 or fraction
	Accessory structures, including decks, sheds, fences	$50 for first $1,000 in cost, plus $5 per additional $1,000 or fraction
	Swimming pools:	
	Aboveground	
	Single- and two-family dwellings	$100
	Others	$200
	In-ground	
	Single- and two-family dwellings	$250
	Others	$500

Chapter No./Section No./Type of Fee			Fee
Change in tenancy			$150
Construction trailer and portable storage units			$100
Mall kiosk			$100
Solid-fuel-burning appliance			$50
Zoning confirmation letter:			
Single- and two-family dwellings			$35
Multiple-family dwellings			$50
Commercial, mixed-use and industrial			$50
Wireless telecommunications:			
New tower or extension of tower			$5,000
Other than new tower or extension			$2,500
Chapter 200, Motorcycles (ATVs)			
§ **200-7C** Registration of off-highway motorcycle			$5
Chapter 205, Noise			
§ **205-11B(11)** Special variance			$25
Chapter 216, Peddling and Soliciting			
§ **216-5D**	License application		$250
	Additional employees		$25 each
Chapter 220, Property Maintenance			
§ **220-3B**	Registration fee (6 months)		$250
	Renewal of registration		
		For properties abandoned for more than 6 months but less than 2 years	$500
		For properties abandoned for more than 2 years but less than 3 years	$1,000
		For properties abandoned for more than 3 years but less than 4 years	$1,500
		For properties abandoned for more than 4 years, but less than 5 years	$2,000
		For properties abandoned for more than 5 years	$2,500, plus an additional $500 for each year in excess of 5 years
§ **220-3E**	Administrative fee		10% of escrow required under § **220-3D**
Chapter 225, Sewers			
§ **225-12**	Residential sewer permit and inspection		$150
	Duplex and commercial sewer permit and inspection		$200
	Residential connection fee		$125
	Duplex/commercial connection fee		$150
	Sewer tap (excavation by others)		$1,000
§ **225-13**	One-time hookup		
		Single-family residence	$2,085
		Industrial and commercial	$2,085 plus $695 per 100 gpd usage

Chapter No./Section No./Type of Fee		Fee
Chapter 236, Solid Waste		
§ **236-9A**	Resident license for rubbish/garbage collection	$50 each vehicle
	Nonresident license for rubbish/garbage collection	$100 each vehicle
Chapter 241, Stormwater Management		
§ **241-25D**	Stormwater Pollution Prevention Plan review	
	1 acre or less disturbance	$200
	Greater than 1 acre of disturbance	$500
	Field inspection during construction	TDE charge if any
	Stop-work order issuance	$250
Chapter 243, Streets and Sidewalks		
§ **243-5**	Block party permit application	$25
Chapter 247, Subdivision of Land		
§ **247-8H(2)**	Lot line amendment	$100
§ **247-8A(3)**	Minor subdivision concept plan application	$150
§ **247-9A(4)**	Minor subdivision final plat plan hearing	$50 per lot
§ **247-13A(3)**	Major subdivision concept plan application	$500
§ **247-14A(2)**	Major subdivision preliminary plat plan hearing	$75 per lot
§ **247-32C**	Fee in lieu of parkland reservation	See § **280-36**
Chapter 272, Water		
§ **272-4G(5)**		
	Underground sprinkler system inspection	
	Residential	$300
	Commercial	$500
	Duplex and commercial connection (size in inches)	
	1	$200
	2	$400
	3	$600
	4	$800
	6	$1,200
	8	$1,600
	10	$2,000
	12	$2,400
	Residential connection	$100
	Meters actual cost (size in inches)	
	3/4	$300
	1	$450
	1 1/2	$790
	2	$1,050
	Meters larger than 2 inches are to be furnished by the owner and satisfy Guilderland Water District specifications.	

Chapter No./Section No./Type of Fee		Fee
	Road excavation, bore and tap shall be borne by permittee.	
§ **272-5F(3)**	Reestablishment of water service	$50 minimum charge
§ **272-5H**	Meter testing	$150
	Service calls (nonemergency after work hours)	$100
	Hydrant flow testing	$500
	Frozen meter bottom replacement	Cost of replacement
§ **272-9.1C**	Type of use	
	Single-family, two-family, townhouse	$750 per bedroom
	Multiple-family, mixed-use dwelling	$600 per bedroom
	Senior residential facility	$500 per bedroom
	Affordable housing	$400 per eligible bedroom
	Subsidized senior housing	$400 per eligible bedroom
	Commercial, industrial, other uses	$2,000 plus charge of $7.50 per gallon per day based on standard engineering estimates
	Parcels outside water district	200% of the above fees based on type of use
Chapter 280, Zoning		
§ 280-14C(11)	Special use permit: renewal	$25
§ **280-26B**	Sign permit	
	Temporary banner or sign	$50
	Replacement of sign face	$75
	Permanent sign	$100
§ **280-36**	Open space, parks, and parkland fees	
	Single-family, two-family, townhouse	$1,800 per dwelling unit
	Multiple family	$500 per dwelling unit
	Mixed-use dwelling	$500 per dwelling unit
	Residential facility independent living	$300 per dwelling unit
§ **280-40F**	Family apartment	$25 per annual inspection
§ **280-40H(2)**	Minor home occupation	No fee required
§ **280-40K**	Keeping of chickens	See § **140-3**, Building permit fees
§ **280-40N**	Mining and excavation	$100 per acre
§ **280-40W**	Small cell wireless facility	
	Application fee for up to five small cell wireless facilities	$600
	Each additional small cell wireless facility beyond five	$100
	Additional application fee for new pole (not a collocation)	$1,500
	Annual fee per small cell wireless facility for right of way access or attachment to municipally owned structure in the right-of-way	$300
§ **280-51**	Variances	

Chapter No./Section No./Type of Fee		Fee
	Residential	$50
	Nonresidential	$300
§ 280-52	Special use permit review	
	Residential	$75
	Nonresidential	$300
§ 280-53	Site plan review	
	Residential	$50
	Nonresidential	$300
§ 280-54	Interpretation	
	Residential	$75
	Nonresidential	$300
§ 280-58	Amendment	$600

TOWN OF NISKAYUNA
BUILDING AND ZONING FEE SCHEDULE

One Niskayuna Circle
Niskayuna, New York 12309
Phone: (518) 386-4522 Fax: (518) 386-4592
Email: building@niskayuna.org

RESIDENTIAL

NEW HOUSES, TOWNHOUSES, OR CONDOMINIUMS: $0.30 per one square foot of floor area. Floor area includes the square footages for attached garages, carports, porches, decks, or covered stoops which are shown on the plans (outside dimensions – round to the nearest whole dollar).

ADDITIONS, ALTERATIONS, REPAIRS, AND ACCESSORY STRUCTURES: based on Cost of Work

Up to $1,000.00	$70.00
$1,001.00 and over	$70.00 plus $10.00 per additional $1,000.00

COMMERICAL

BUILDINGS, NEW CONSTRUCTION OR APARTMENTS: $0.31 per one square foot of floor area (outside dimensions – round to the nearest whole dollar).

OTHER WORK: based on Cost of Work

Up to $1,000.00	$150.00
$1,001.00 and over	$150.00 plus $15.00 per additional $1,000.00

MISCELLANEOUS

ROOFING WORK	see *Roofing Fee Schedule*
STORAGE POD	$0, first 30 days, $25/each, second and third 30 day period
HOME OCCUPATION	$75.00/permit, $25/year
DEMOLITION	see *Demolition Fee Schedule*
LAWN SPRINKLER SYSTEMS	$130.00 Residential, $275.00 Commercial
TEMPORARY SIGNS	$50.00, good for 30 days, 2 allowed per year

ADDITIONAL FEES

Building Permits that require a referral to the Town Engineering Department will result in an additional fee to cover the cost of their review and site inspection.

NEW CONSTRUCTION – RESIDENTIAL	$250.00
NEW CONSTRUCTION – COMMERCIAL	$350.00
DRAINAGE	$160.00
POOL	$160.00
GRADING	$160.00
SUMP PUMP DRAINAGE LINE	$160.00
EASEMENT AGREEMENT	$160.00
OTHER	$160.00

HALF MOON

Building, Planning & Development Department

2023 RESIDENTIAL BUILDING PERMIT FEES

Type of Permit	Fee
MINIMUM RESIDENTIAL PERMIT FEE	$100
New Home	(Area) x 75 x .67 x .0047 x 1.61 *+
Garage (Minimum $100):	
- ATTACHED	(Area) x 75 x .67 x .0047 x 1.61 *+
- DETACHED (includes pole barns & similar structures)	(Area) x 75 x .40 x .0047 x 1.61 *+
Basement (Minimum ($100)	(Area) x 75 x .40 x .0047 x 1.61 *+
Addition (Minimum $100)	(Area) x 75 x .67 x .0047 x 1.61 *+
Deck	$100
Shed and Gazebo	$80
Lawn Sprinkler	$75
In-Ground Pool	$225
Above-Ground Pool and Hot Tub	$125
Electrical Work	$100
Car Port and Pole Barn	$100
Furnace Replacement	$100
Solar Panel	$150
Generator	$100
Roof Replacement	$100
Mobile Home Replacement	$175
Mobile Home Park Shed	$35
Mobile Home Park Annual License & Inspection	
- MHP < 50 homes	$150/Park + $10.00/lot
- MHP ≥ 50 homes	$250/Park + $10.00/lot
Blasting	$500
Demolition Permit	$150
Fireplace	$75
Sewer	$20
Septic	$125
Unsafe Building Structure Placard	$275
Building Permit Inspection Failure (for each type of inspection, a penalty shall be charged for each follow-up inspection after the 2nd failure)	$100/per additional inspection after the 2nd failure
Stop Work Order	$250 each placard installation

+ For renewal of a previously-approved permit, requiring no further technical review by a Building Inspector/Code Enforcement Officer, the fee shall be 50% of the original fee or the Minimum fee, whichever is greater.

HALFMOON

Building, Planning & Development Department

2023 COMMERCIAL BUILDING PERMIT FEES

Type of Permit	Fee
MINIMUM COMMERCIAL PERMIT FEE (unless otherwise listed below)	$300
New Commercial Buildings	(Area) x 75 x (Construction Factor) x .0047 x 1.61*+
Change of Tenant/Tenant Fit Up*	
- Renovations <50% of total building SF	$300
- Renovations ≥50% of total building SF	(Area) x 75 x (Construction Factor) x .0047 x 1.61*+
Lawn Sprinkler	$300
Electrical Work	$300
Solar Panel	$300
Generator	$300
Roof Replacement	$300
Demolition	$300
Blasting	$500
Tent (Commercial & Permanent)	$300
Tent (Commercial & Temporary /Special Event)	$125
Sewer	$50
Septic	$300
Operational Hazard	$300
Mass Gathering (over 500 occupants)	$500
Fireworks	$150
Annual Fire Inspection Buildings under 10,000 SF**	$50
Annual Fire Inspection Buildings 10,000 SF and greater**	$300
Unsafe Building Structure Placard	$300
Sign	$75 Minimum or $1.25/SF
Building Permit Inspection Failure (for each type of inspection, a penalty shall be charged for each follow-up inspection after the 2nd failure)	$100 per additional inspection after the 2nd failure
Fire Inspection Failure under 10,000 SF	$50 per additional inspection after 2nd failure
Fire Inspection Failure 10,000 SF and greater	$300 per additional inspection after 2nd failure
Stop Work Order	$500 per placard installation

* Square footage (SF) calculation shall be determined at the discretion of the building inspector/code enforcement official
** All checks for fire inspections are to be made payable to the Town of Halfmoon within 30 days after inspection.
+ For renewal of a previously-approved permit, requiring no further technical review by a Building Inspector/Code Enforcement Officer, the fee shall be 50% of the original fee or the Minimum fee, whichever is greater.

TOWN OF NISKAYUNA
PLUMBING PERMIT FEES—EXTERIOR ONLY
1034 WTRY Road
Niskayuna, New York 12309
Phone: 518-377-8411 Fax: 518-688-0275

Water and Sewer Connections

Residential: New or Replacement

Water service permit (includes inspection):	$250.00
Sewer service (includes inspection)	$250.00
Sewer tap inspection	$150.00

Commercial: New or Replacement

Water service permit (includes inspection):	$800.00
Sewer service permit (includes inspection):	$1,000.00
Sewer tap inspection	$200.00
Fire hydrants	$200.00

Residential and Commercial: New or Replacement

1" Water tap (includes inspection) *	$450.00
¾" Water tap (includes inspection) *	$400.00
Larger water tap inspection	$250.00

* Town supplies corp, curb stop and curb box.

Emergency Repair Inspections: at cost

1-2017

TOWN OF NISKAYUNA
BUILDING DEPARTMENT

One Niskayuna Circle
Niskayuna, New York 12309-4381
(518) 386-4522
FAX: (518) 386-4592
building@niskayuna.org

Thomas J. Cannizzo
Building Inspector

Kenneth P. Hassett
Building Inspector

Residential Renewal Fee Schedule

1st renewal	$70.00
2nd renewal	$140.00
3rd renewal	$280.00
4th renewal	$560.00
5th renewal	$1,120.00
6th renewal*	$2,240.00

Commercial Renewal Fee Schedule

1st renewal	$150.00
2nd renewal	$300.00
3rd renewal	$600.00
4th renewal	$1,200.00
5th renewal	$2,400.00
6th renewal*	$4,800.00

All renewals require a new *Building Permit Application* form. Please note: initial building permits are good for one year, but a renewal is only good for six months.

*Subsequent renewals beyond the 6th will be two times the previous renewal fee.

1-2021

TOWN OF NISKAYUNA
BUILDING AND ZONING FEE SCHEDULE

One Niskayuna Circle
Niskayuna, New York 12309
Phone: (518) 386-4522 Fax: (518) 386-4592
Email: building@niskayuna.org

RESIDENTIAL

NEW HOUSES, TOWNHOUSES, OR CONDOMINIUMS: $0.30 per one square foot of floor area. Floor area includes the square footages for attached garages, carports, porches, decks, or covered stoops which are shown on the plans (outside dimensions – round to the nearest whole dollar).

ADDITIONS, ALTERATIONS, REPAIRS, AND ACCESSORY STRUCTURES: based on Cost of Work

Up to $1,000.00	$70.00
$1,001.00 and over	$70.00 plus $10.00 per additional $1,000.00

COMMERICAL

BUILDINGS, NEW CONSTRUCTION OR APARTMENTS: $0.31 per one square foot of floor area (outside dimensions – round to the nearest whole dollar).

OTHER WORK: based on Cost of Work

Up to $1,000.00	$150.00
$1,001.00 and over	$150.00 plus $15.00 per additional $1,000.00

MISCELLANEOUS

ROOFING WORK	see *Roofing Fee Schedule*
STORAGE POD	$0, first 30 days, $25/each, second and third 30 day period
HOME OCCUPATION	$75.00/permit, $25/year
DEMOLITION	see *Demolition Fee Schedule*
LAWN SPRINKLER SYSTEMS	$130.00 Residential, $275.00 Commercial
TEMPORARY SIGNS	$50.00, good for 30 days, 2 allowed per year

ADDITIONAL FEES

Building Permits that require a referral to the Town Engineering Department will result in an additional fee to cover the cost of their review and site inspection.

NEW CONSTRUCTION – RESIDENTIAL	$250.00
NEW CONSTRUCTION – COMMERCIAL	$350.00
DRAINAGE	$160.00
POOL	$160.00
GRADING	$160.00
SUMP PUMP DRAINAGE LINE	$160.00
EASEMENT AGREEMENT	$160.00
OTHER	$160.00

1-2021

TOWN OF NISKAYUNA
PLUMBING PERMIT FEES—EXTERIOR ONLY
1034 WTRY Road
Niskayuna, New York 12309
Phone: 518-377-8411 Fax: 518-688-0275

Water and Sewer Connections

Residential: New or Replacement

Water service permit (includes inspection):	$250.00
Sewer service (includes inspection)	$250.00
Sewer tap inspection	$150.00

Commercial: New or Replacement

Water service permit (includes inspection):	$800.00
Sewer service permit (includes inspection):	$1,000.00
Sewer tap inspection	$200.00
Fire hydrants	$200.00

Residential and Commercial: New or Replacement

1" Water tap (includes inspection) *	$450.00
¾" Water tap (includes inspection) *	$400.00
Larger water tap inspection	$250.00

* Town supplies corp, curb stop and curb box.

Emergency Repair Inspections: at cost

1-2017

TOWN OF NISKAYUNA
COMMERCIAL INTERIOR PLUMBING INFORMATION
One Niskayuna Circle
Niskayuna, New York 12309
Phone: 518-386-4522 Fax: 518-386-4592
Email: building@niskayuna.org

The following are required to obtain an Interior Commercial Plumbing Permit:

1. *Application for Plumbing Permit - Interior* should be filled out and delivered to the Building Department, with required documents, for review.
2. Proof of insurance is required. Please review our *Insurance Requirements* document to ensure contractors and homeowners have filed all appropriate documents with the Building Department.
3. A Niskayuna Plumber's Registration must be obtained from the Town Clerk.
4. All work must conform to the Plumbing Code of New York State – **NO EXCEPTIONS!**

Plumbing Permit Fees

New Commercial/Renovation Plumbing Permit	$150.00
Each fixture	$15.00
Multiple Family / Apartment dwellings	$100.00
Each fixture	$15.00
Underground Sprinkler System *	$275.00
5/8" x ¾" Meter **	$450.00
1" Meter **	$600.00
Larger Meters	time and materials

* The Backflow Device must be certified before the Final Inspection can be performed.

** Please contact the Water Department at 518-377-8411 to schedule installation of water meters.

1-2021

GOLDEN LAND

Permit Fees Continued

2. Non - Residential:		
a. New construction:	Up to 2000 sf	$.50 per s.f. minimum fee of $500.(
	Over 2000 sf	$1.00 per s.f.
b. Addition to a structure:	Up to 2000 sf	$.50 per s.f. minimum fee of $500.(
	Over 2000 sf	$1.00 per s.f.
c. Modification to structure or part thereof:		$ .50 per s.f. minimum fee of $500.
add C.O., plus HVAC, Plumbing, Mechanical, $ 500.00 each, Electrical $250.00		
d. Sign installation / re - face		$5.00 per s.f. window letters $ 2.00
e. Demolition:		$.25 per s.f. minimum fee of $500.(
f. Certificate of Occupancy:		
Residential		$ 50.00 per dwelling unit
Commercial Up to 2,000 sf		$200.00
Commercial Up to 5,000 sf		$300.00
Industrial		$500.00
g. Solar Installation		$ 250.00 Residential
Commercial		$ 1.00 per sf
h. Paving		$.05 per s.f. minimum fee of $500.(
3. Fire Safety / Property Maintenance Inspections:		
a. Public assembly		$100.00
b. Up to 2,000 sf		$50.00
c. Up to 5,000 sf		$100.00
d. Industrial		$200.00
4. Miscellaneous:		
a. Telecommunication tower:		
1. New tower		$5,000.00
2. Co-location / replacement of equipment		$2,500.00
b. Generator		$500.00
c. Wind generation		$2500.00 per tower
d. Fuel / septic storage tank: installation / removal		$100.00
e. Cut/fill, grading, coverage	Residential	$250.00
Site preparation	Commercial	$1,250 per acre or part thereof ove
f. Fireworks display one time event		$100.00
g. Operating permit (vendor sales)		$250.00 Hazard Group $ 500.00
h. Inspection before or after regular work hours and unwarranted inspection.		$ 100 per hour minimum $250.00
i. Zoning compliance / research request letter		$50.00
j. Returned check fee		$35.00
k. Renewal of permit		$35.00 minimum 50% of original fe

GUILDERLAND

Building Permit Fees

1. Residential:	
a. New construction up to 1,000 s.f.	$200.00
For each 100 sf or part thereof over 1,000 s.f.	$25.00
b. Addition to a structure including but not limited to:	$.40 per s.f.,
Dormer, build -out, basement access / egress	minimum fee of $250.00
c. Deck, porch, stairway, landing, fire escape, pergola and portico	
Up to 200 s.f.	$50.00
Over 200 s.f.	$100.00
d. Modification- installation of roofing, siding, window(s), fencing, driveway and foundation repair	
Up to $ 1000 value	$30.00
$ 1,001-$ 3,000	$50.00
$ 3001-$ 5,000	$100.00
For each $5000.00 value or part thereof	$10.00
e. Plumbing / HVAC	
HVAC	$50.00
Fireplace, wood, gas, stove, pellet or insert	$50.00
Plumbing, lawn irragation	$50.00
Chimney, masonry or metal	$50.00
f. Garage and Accessory Structure:	$.25 per s.f.,
Garage, carport, barn, shed, accessory	minimum fee of $50.00
g. Swimming pools:	
Above ground / inflatable or temporary	$50.00
In ground	$100.00
h. Demolition / site work	$.10 per s.f. minimum fee of $250.00
i. Certificate of Occupancy, per dwelling unit:	$50.00
j. Solar installation	$250.00
k. Home generator	$100.00

Town of Glenville, NY
Monday, February 6, 2023

Chapter 139. Fees

§ 139-9. Building construction administration.

[Amended 8-18-2004 by L.L. No. 1-2004; 2-6-2008 by Res. No. 50-2008; [1]2-3-2021 by L.L. No. 1-2021]

The applicant for a building permit, upon filing an application, shall pay to the Town of Glenville a fee for such permit pursuant to the following schedule. Gross floor area is being calculated from the outside dimensions of the building or structure.

A. Residential buildings.

(1) Single-family residence: $2.50 for $1,000 of value or portion thereof.

(2) Two-family residence: $2.50 for each $1,000 of value or portion thereof.

(3) Multiple dwelling: $2.50 per $1,000 of value or portion thereof.

(4) Townhouse: $2.50 per $1,000 of value or portion thereof.

(5) Combination store and dwelling unit: $2.50 per $1,000 of value or portion thereof.

(6) Accessory structure: $25 for each 100 square feet of floor area or portion thereof.

(7) Additions, alterations and repairs: by total value of work to be done: $50 for the first $1,000 of work to be performed, plus $10 for each additional $1,000 of work or portion thereof.

(8) All other construction: by total value of work to be done: $30 for the first $1,000 of work to be performed, plus $10 for each additional $1,000 of work or portion thereof.

(9) Demolition: $50 minimum for all buildings, subject to the following table:

Building Size	Demo Fee
10 to 1,000	$50
1,001 to 2,500	$250
2,501 to 5,000	$500
+1,000	$15

(10) Woodburning equipment, fireplace and gas insert: $40.

(11) Plumbing: $35 minimum, plus $5 for each fixture.

(12) Pools:

(a) In-ground: $100.

(b) Aboveground: $50.

B. Commercial and nonresidential construction.

(1) New construction: $2.50 per $1,000 of value or portion thereof.

(2) Additions, alterations and repairs: $150 for the first $1,000 of construction value or portion thereof, plus $10 for each additional $1,000 of construction value or portion thereof.

(3) Accessory structures: $50 per $1,000 of construction value or portion thereof.

(4) Signs: $40 per $1,000 of value or portion thereof.

(5) Plumbing: $50, plus $5 for each fixture.

(6) Tanks, chemical, gasoline and propane storage: $100 per unit.

(7) Combination residential unit and commercial: $2.50 per $1,000 of value or portion thereof.

(8) Demolition and removal: $100 minimum for all buildings, subject to the following table:

Building Size	Demo Fee
10 to 1,000	$100
1,001 to 2,500	$250
2,501 to 5,000	$500
+1,000	$15

C. Miscellaneous.

(1) Certificate of occupancy: $35, except when it is issued upon completion of construction pursuant to a current building permit, then there shall be no fee.

(2) Certificate of compliance: $35.

(3) Day-care center and community residence: an annual fee of $35.

(4) Moving of a structure, residential or commercial: a minimum fee of $200, plus $5 per $1,000 of valuation as determined by records filed in the Town Assessor's office.

(5) Renewal of building permit: After six months, a permit can be extended for an additional six months with no fee.

(6) Supplemental permit: After one year, a permit is required for completion. The fee is $100.

(7) Other inspections, when not done in conjunction with a building permit: $50.

(8) Change of occupancy: $50.

(9) Reinspection (failed twice): $150.

(10) Plan review fee after resubmission: $150.

(11) Zoning certification: $25.

(12) Working without a building permit: $300.

[Added 11-17-2021 by L.L. No. 17-2021]

[1] *Editor's Note: This resolution provided for an effective date of 2-6-2008.*

RESOLUTION NO. 99.23

TO ACCEPT A SIDEWALK EASEMENT FROM ROTTERDAM FIRE DISTRICT #2

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 accept a permanent sidewalk easement and execute all documents required for acceptance of this easement, as depicted on "Exhibit B", prepared by Huntley Associated P.C., from Rotterdam Fire District #2, located at 1400 Curry Road, Rotterdam, NY 12306.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 13, 2023
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Senior Planner PC
TITLE OF REQUEST:	Acceptance of a Permanent Easement from Rotterdam Fire District #2 located at 1400 Curry Road, Schenectady, N.Y.
TOWN BOARD MEETING:	February 22, 2023
Background Information:	The pedestrian access easement was required by the New York State Department of Transportation so that pedestrians traveling on the walkway on the southerly side of Curry Road have public access.
Evaluation/Analysis:	Town Board to authorize the Supervisor to execute documents necessary to accept the permanent easement from lands owned by Rotterdam Fire District #2.
Recommendation(s):	The Town Board should accept the Permanent Easement, which has been reviewed by the Attorney for the Town.
Attachment/Document(s):	Permanent Easement Maps dated January 31, 2023 from Huntley Associates, P.C. and description dated February 1, 2023 and signed by Michael Mannarino, Fire Commissioner.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town

PERMANENT EASEMENT

This **PERMANENT EASEMENT** made the 1st day of February , 2023 , by and between

Rotterdam Fire District #2 having an address of

1400 Curry Road, Schenectady NY 12306 , party(ies) of the first part, and

TOWN OF ROTTERDAM, a municipal corporation within the County of Schenectady and State of New York, having a mailing address of 1100 Sunrise Blvd, Rotterdam, NY 12306 , party of the second part.

WITNESSETH, that the party(ies) of the first part, for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part a permanent easement in, under, and along the premises described in **Exhibit(s)** A hereto and depicted in the map(s) attached hereto as **Exhibit(s)** B (hereinafter, the "Easement Area"), for the purposes selected below:

(check as applicable)

- ☐ sanitary sewer mains, pipelines, laterals, pump stations, and/or other sanitary sewer facilities
- ☐ water mains, pipelines, laterals, hydrants, and/or other water facilities
- ☐ storm water pipelines, laterals, catch basins, detention/retention ponds, discharges, and/or other storm water management facilities
- ☑ pedestrian facilities, including sidewalks, multi-use paths, bike racks, benches, trash/recycling containers, and/or other pedestrian facilities
- ☐ traffic control facilities and structures
- ☐ ingress and egress
- ☐ parking
- ☐ other *(describe)*:

TOGETHER WITH the right to locate, place, build, construct, maintain, use, operate, repair, reconstruct, and protect such above-specified existing or future facilities within such Easement Area, to make required excavations therefor within such Easement Area, to inspect such existing or future facilities within such Easement Area from time to time, and to otherwise enter upon and along said Easement Area for the full and complete reasonable use, occupation, and enjoyment of the permanent easement granted herein, along with all rights and privileges incident thereto.

TO HAVE AND TO HOLD the said permanent easement unto the party of the second part and its successors and assigns forever.

The party(ies) of the first part hereby covenants with the party of the second part that it(they) is(are) lawfully seized and possessed of the real property constituting the Easement Area above-described, and that it has good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument.

The party of the second part hereby covenants that it will promptly restore, as nearly as is reasonably practicable and in a good and workmanlike manner, any portion of the Easement Area as may be disturbed as a result of the exercise by the party of the second part of any rights granted to it hereunder, provided such restoration is not otherwise inconsistent with the rights granted to the party of the second part hereunder.

This Permanent Easement includes and/or is subject to the following additional terms and conditions *(describe, or if none, enter "None")*:

None.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Permanent Easement as of the day and year first above written.

Party(ies) of the First Part:

Rotterdam Fire District #2

By: _____

Name: Michael Mannarino

Title: Fire Commissioner

Party of the Second Part:
TOWN OF ROTTERDAM

By: _____

Name: Mollie Collins

Title: Town Supervisor

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

On the 1st day of February in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Mannarino , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kathleen E Horning 2/1/22
NOTARY PUBLIC

KATHLEEN E. HORNING
Notary Public, State of New York
No. 01HO6423805
Qualified in Schenectady County
Commission Expires Nov. 1, 2025

Exhibit A

Description of Easement Area

EXHIBIT A

A Sidewalk Access Easement through lands Now or Formerly of Rotterdam Fire District 2 for the purpose of a sidewalk along the southerly sideline of Curry Road.

Beginning at a point at the intersection of the southerly sideline of Curry Road with the easterly sideline of Lynn Street. Said point is also the northwest corner of lands Now or Formerly of Rotterdam Fire District 2.

Thence running along said southerly sideline of Curry Road for two courses,

S 56°43'25" E, a distance of 129.61 feet;

S 55°46'23" E, a distance of 175.08 feet;

Thence turning and running along the line between lands of said Rotterdam Fire District 2 and lands now or formerly of Curry Road Development Partners, LLC,

S 34°18'06" W, a distance of 4.25 feet;

Thence turning and running through the lands of said Rotterdam Fire District 2 for two courses,

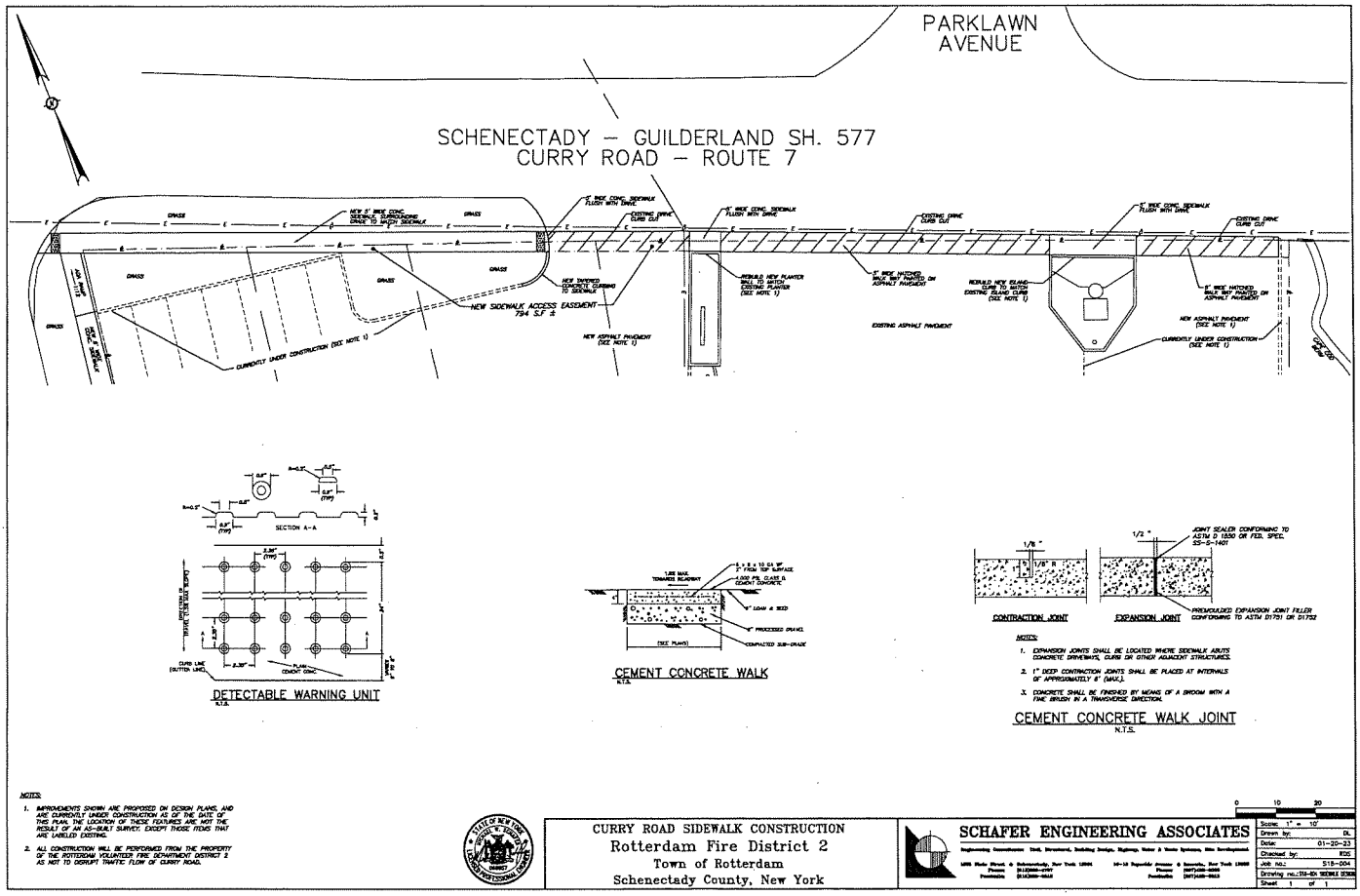
N 55°07'28" W, a distance of 151.42 feet;

N 55°55'21" W, a distance of 153.08 feet to the easterly sideline of said Lynn Street;

Thence turning and running along said easterly sideline of Lynn Street,

N 21°03'09" E, a distance of 0.81 feet to the point of beginning.

Having an area of 794 square feet more or less.



NOTES:

1. IMPROVEMENTS SHOWN ARE PROPOSED ON DESIGN PLANS, AND ARE CURRENTLY UNDER CONSTRUCTION AS OF THE DATE OF THIS PLAN. THE LOCATION OF THESE FEATURES ARE NOT THE RESULT OF AN AS-BUILT SURVEY, EXCEPT THOSE ITEMS THAT ARE LABELLED EXISTING.
2. ALL CONSTRUCTION WILL BE PERFORMED FROM THE PROPERTY OF THE ROTTERDAM VOLUNTEER FIRE DEPARTMENT DISTRICT 2 AS NOT TO DISRUPT TRAFFIC FLOW OF CURRY ROAD.

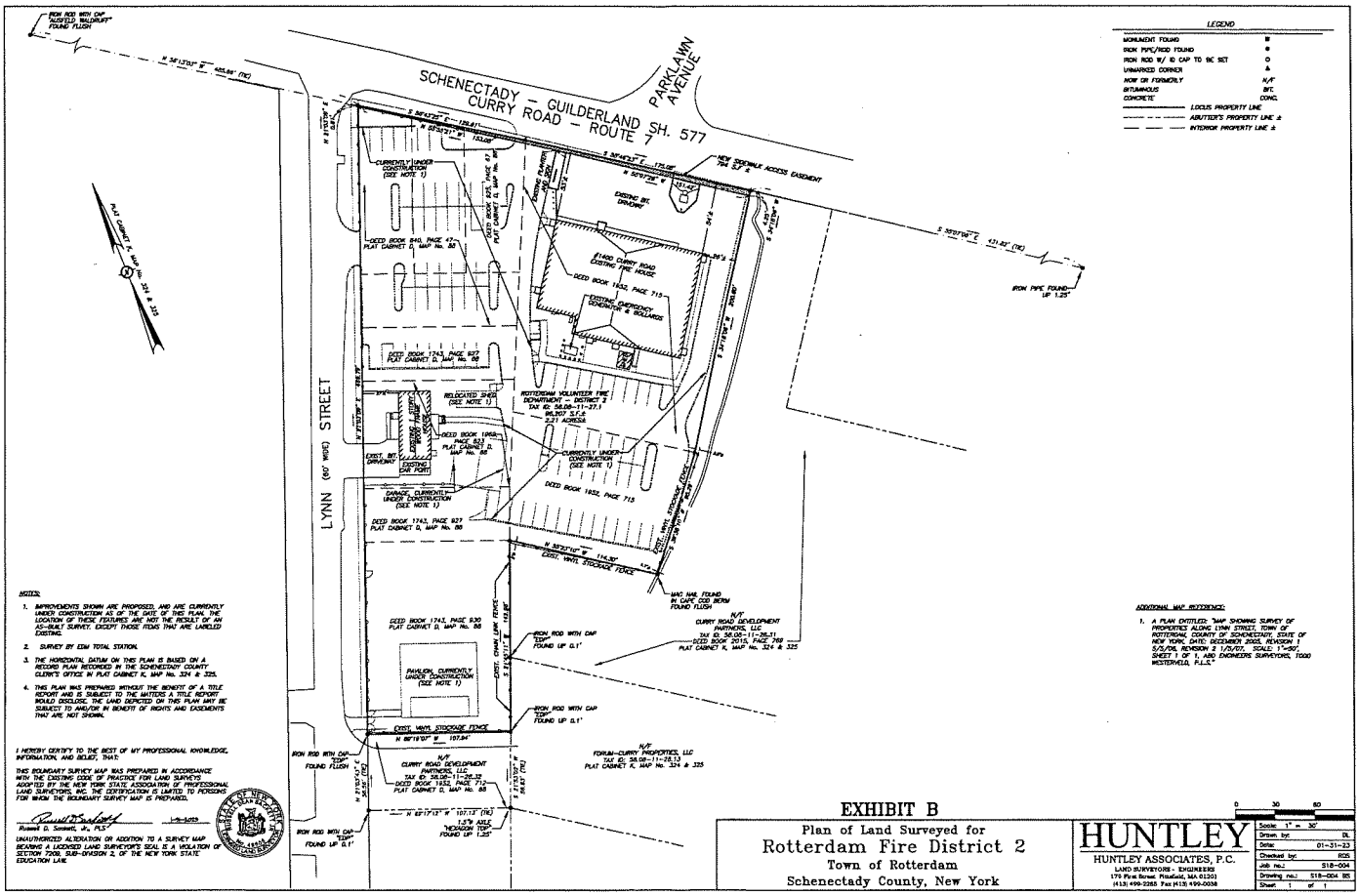
CURRY ROAD SIDEWALK CONSTRUCTION
Rotterdam Fire District 2
Town of Rotterdam
Schenectady County, New York

SCHAFER ENGINEERING ASSOCIATES

Scale:	1" = 10'
Drawn by:	DL
Date:	01-20-23
Checked by:	RDS
Job No.:	518-004
Drawing no.:	518-04 SIDEWALK DETAILS
Sheet	1 of 1

Exhibit B

Map of Easement Area


SCHENECTADY – GUILDERLAND SH. 577
CURRY ROAD – ROUTE 7
PARK LAWN AVENUE
LYNN (60' WIDE) STREET
LEGEND
NOTES:
ADDITIONAL MAP REFERENCE:
EXHIBIT B
Plan of Land Surveyed for
Rotterdam Fire District 2
Town of Rotterdam
Schenectady County, New York
HUNTLEY
HUNTLEY ASSOCIATES, P.C.
LAND SURVEYORS - ENGINEERS

RESOLUTION NO. 100.23

TO ACCEPT AND AWARD BARTON AND LOGUIDICE P.C. AS THE ENGINEERING FIRM FOR THE KIWANIS PARK WATERFRONT ACCESS IMPROVEMENT PROJECT

WHEREAS, the Town of Rotterdam has been awarded a $225,000 grant from the Local Waterfront Improvement Grant for the Design and Construction of Kiwanis Park Waterfront Access Improvements; and

WHEREAS, the Town issued a Request for Qualifications (RFQ) for Engineering Services for the Kiwanis Park Waterfront Access Improvements project on January 11, 2023, with responses due on February 10, 2023; and

WHEREAS, the Town received one response to the RFQ from Barton and Loguidice, P.C.; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award Barton and Loguidice P.C. as the engineering firm to assist the Town with the Kiwanis Park Waterfront Improvements Project.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

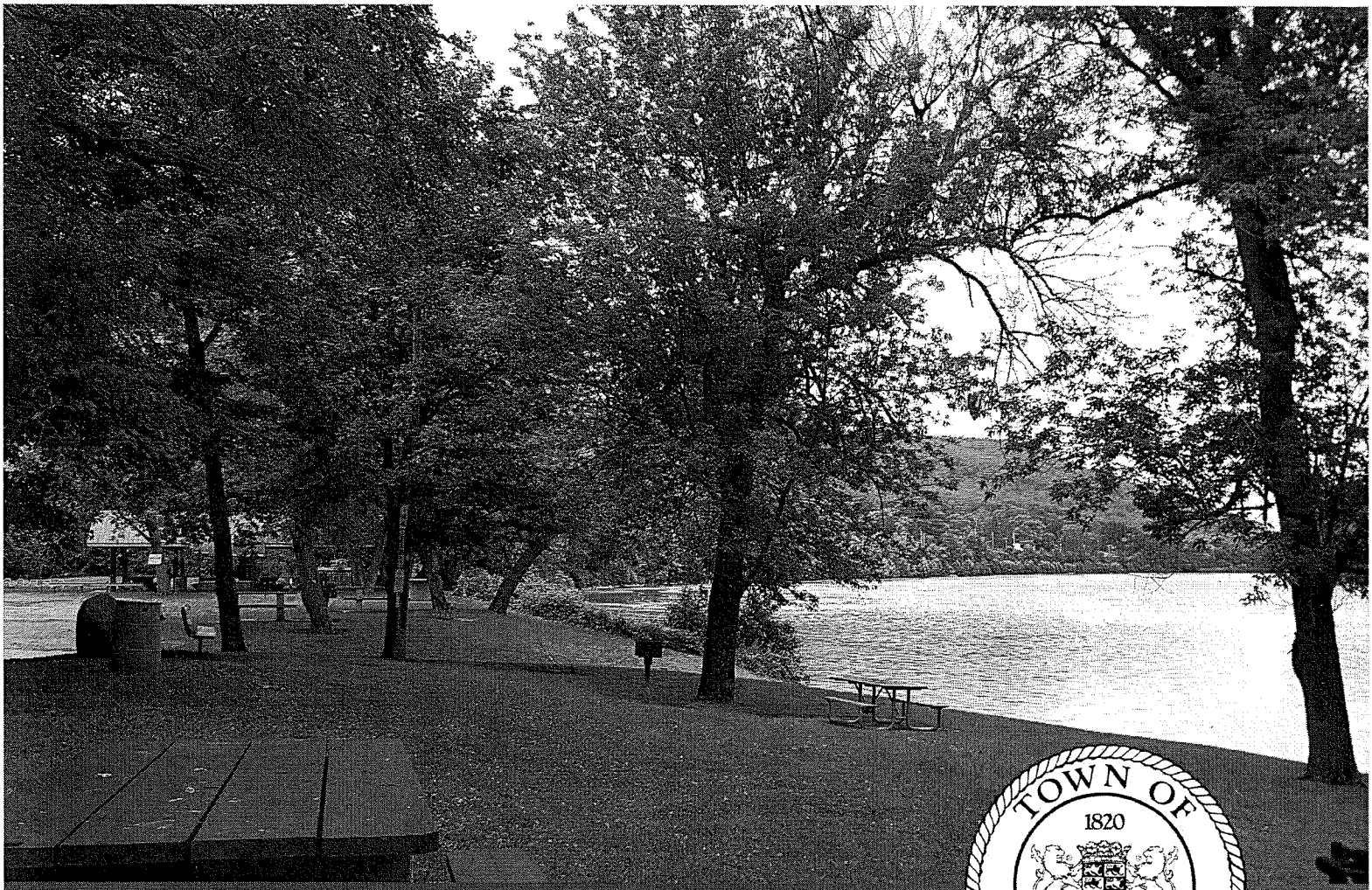
TOWN OF ROTTERDAM

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:	February 13, 2023
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner PC
TITLE OF REQUEST:	Request for Qualifications (RFQ) for Engineering Services Kiwanis Park Waterfront Access Improvements
TOWN BOARD MEETING:	February 22, 2013
Background Information:	The Town of Rotterdam is in receipt of a $225,000 grant from the Local Waterfront Improvement Grant (LWIG) for the Design and Construction of Kiwanis Park Waterfront Access Improvements.
Evaluation/Analysis:	The Town issued issue a Request for Qualifications (RFQ) for Engineering Services for the Kiwanis Park Waterfront Access Improvements project January 11, 2023. Reponses were due on February 10, 2023. The Town received one response to the RFQ from Barton and Loguidice, P.C. This firm has experience with LWIG grants and has assisted other local municipalities with similar projects.
Recommendation(s):	Adopt a resolution authorizing the Town Supervisor to select Barton and Loguidice, P.C. as the engineering firm to assist the Town with the Kiwanis Park Waterfront Access Improvements project.
Attachment/Document(s):	Barton and Loguidice Request for Qualifications
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town / Supervisor's Office

Barton & Loguidice | The Experience to Listen. The Power to Solve.



Proposal for

TOWN OF ROTTERDAM, NEW YORK

LOCAL WATERFRONT REVITALIZATION PROGRAM IMPLEMENTATION PROJECT

February 10, 2023

Barton
&Loguidice

February 10, 2023

Diane Marco
Office of the Town Clerk
Town of Rotterdam
dmarco@rotterdamny.org

RE: Local Waterfront Revitalization Program Implementation Project
File #: 710.2037

Dear Ms. Marco:

Barton & Loguidice, D.P.C. (B&L) presents a team of experienced engineers and landscape architects ready to assist the Town of Rotterdam in implementing the local waterfront revitalization project at Kiwanis International Park. This project will complete waterfront access improvements that are the result of previous community outreach conducted by the Town.

There are a number of reasons why you should select the B&L team for this important work, including:

- The B&L team has developed a thorough understanding of the project site as a result of a long-term relationship with the Town and and our previous work on improvements at Kiwanis International Park. This includes access and utility improvements at the park in 2008, and more recently site investigations and coordination meetings held at the project site in 2021 to support concept development and budget estimation.

- Project manager Ryan Weitz, Senior Staff Engineer, has completed numerous waterfront recreation and access projects in the immediate vicinity including an ADA-accessible floating kayak launch in the Town of Halfmoon, recreational access improvements to an existing canoe and kayak launch in the Town of Clifton Park, and improvements to floating dock anchorage and access in the Town of Niskayuna. Similar to Kiwanis International Park, all three of the above projects were also located on property owned by the NYS Canal Corporation.

- Our team is very familiar with the Town of Rotterdam, having completed dozens of municipal projects in the Town including projects for the planning, highway, water, and sewer departments.

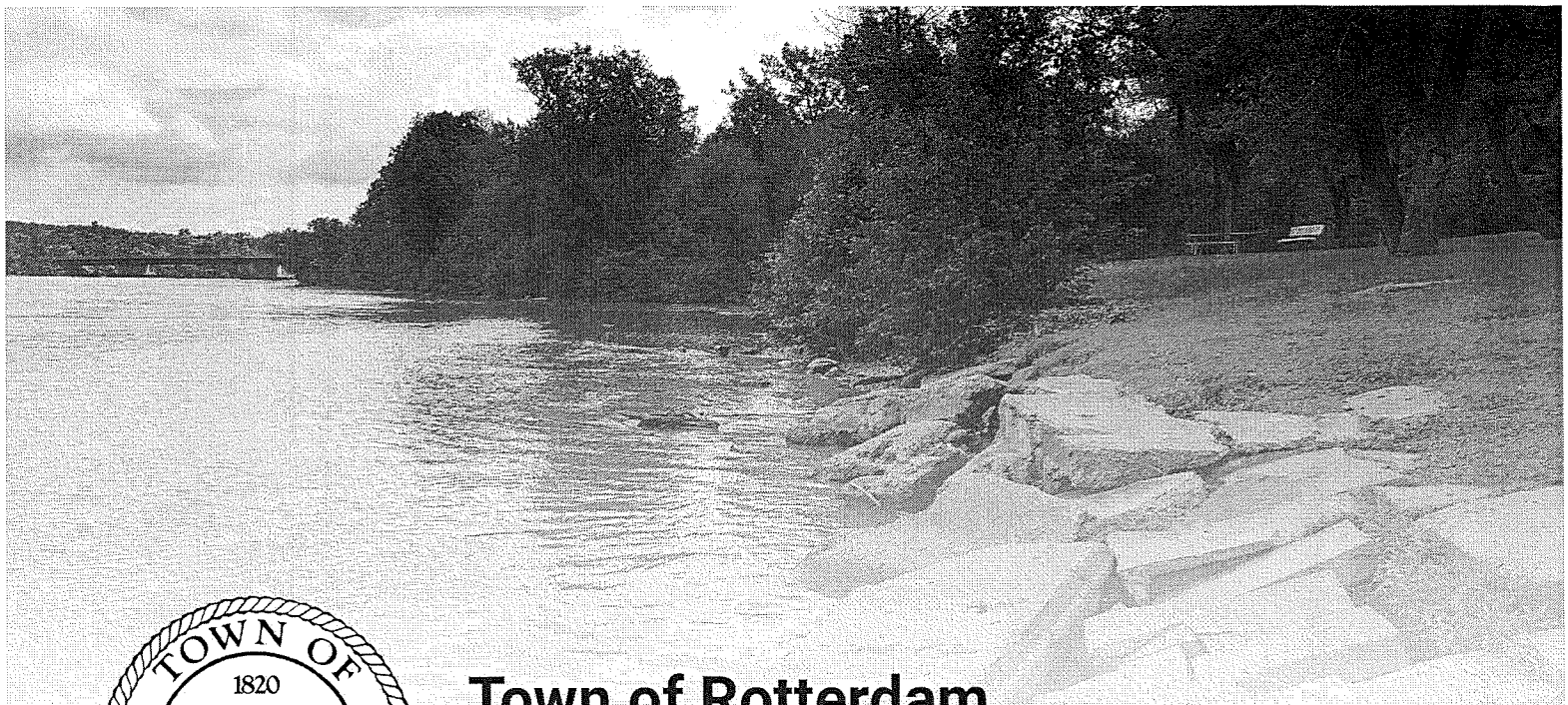
To ensure we meet the required M/WBE utilization goals for this project we will have subconsultants **Darrah Land Surveying, PLLC (WBE)** providing basemapping and **Atlantic Testing Laboratories, Ltd. (WBE)** providing geotechnical investigations.

We thank you for this opportunity to present a detailed account of our team's experience, and we are confident that our familiarity with the project and success with similar waterfront recreation and development design services will be of great benefit to the Town of Rotterdam. Should you require any further information please do not hesitate to contact me at dfletcher@bartonandloguidice.com.

Sincerely,

Barton & Loguidice, D.P.C.

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



Town of Rotterdam

Local Waterfront Revitalization Program Implementation Project

Table of Contents

Section 1: Firm Qualifications

Section 2: Project Schedule

Section 3: Relevant Project Descriptions and References

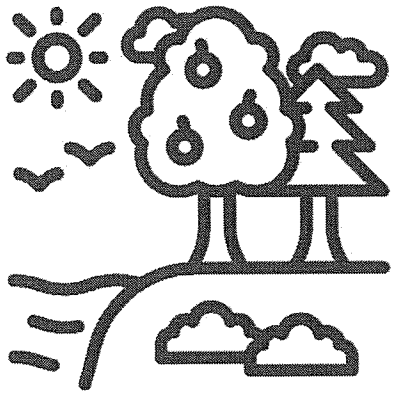
Section 4: Project Team

Prepared for:
Diane Marco
Office of the Town Clerk
Town of Rotterdam
dmarco@rotterdamny.org

Prepared by:
Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, New York 12205
518-218-1801

Barton&Loguidice

February 22, 2023



Section 1:
Firm Qualifications

Section 1: Firm Qualifications

FIRM OVERVIEW

Barton & Loguidice, D.P.C. (B&L) is a multidisciplinary consulting firm that has been helping our municipal partners achieve their goals and improve their communities since 1961. With offices in New York, Pennsylvania, Connecticut, New Jersey, Maine, and Maryland, B&L is a highly diversified team of engineers, landscape architects, planners, geologists, environmental scientists, and construction support personnel.



Sustainable Planning and Design (SPD)

B&L has the experience to address all required social, cultural, economic, and environmental aspects that need to be considered when designing all types of projects. We work from the premise that the relationship between people and the physical environment is vital and critical in addressing the social issues of health, safety, welfare, and overall quality of life.

The team of professionals in our Sustainable Planning and Design (SPD) practice area are adept at providing our municipal clients with creative, functional designs in urban, suburban, and rural settings. Our streetscapes, pocket parks, and multi-modal corridors are often designed to revitalize an existing resource. These projects act as catalysts to a community's growth and development, enhancing areas such as a once bustling downtown, a waterfront area, or a public park enriching the local quality of life.

We embrace the natural beauty of a space and foster environmental benefits while looking to regenerate and restore a site to its natural beauty, helping it reflect the community and environment it is a part of. Our SPD services include the following:

- Historic and site interpretation documentation
- 3-D visual simulations and renderings
- Streetscape plans
- Recreational facilities
- Park design
- Trail way design, including rail trails
- Bikeways
- Multi-modal corridors
- Waterfront and canalway development
- Traffic calming and access management strategies
- Environmental process permitting
- Americans with Disabilities Act compliant facilities
- Land planning and site design
- Athletic facilities

Parks and Recreation

Parks and recreation are vital parts of a community's quality of life. Whether you are planning to upgrade a current park facility or create a new community recreation asset, B&L's team of engineers, landscape architects, urban planners, and environmental scientists will provide quality planning and design for your recreational project. We employ the most current design technologies to ensure that our clients' projects are safe, user friendly, energy efficient, and sustainable. We can help you through planning, implementation, development of competitive grant applications, bidding, and construction administration and oversight. Our universal design solutions not only meet ADA requirements, they help our clients reach their goals while bringing communities together.

Waterfront Planning and Design
B&L's planners, landscape architects, and engineers have extensive experience with technical scoping, analyzing, and developing concepts for waterfront features. We plan and design waterfront features such as access points; trails; landing sites; wall improvements; and shoreline stabilization, walkways, observation decks, and similar park-like amenities. Our work always includes an assessment of culturally and historically significant features so as to build upon those community assets and develop interpretive and educational experiences for the end user within our waterfront communities. This assessment also allows us to thematically connect waterfront areas to their communities in a historically and culturally relevant context.

Context Sensitive Solutions
Public parks must be planned for a high level of context sensitivity if they are to contribute to a safe, attractive, sustainable urban environment. A context sensitive solution (CSS) is a collaborative, interdisciplinary approach that includes all stakeholders in providing open space planning that fits the project's setting. Planning for CSS will lead to preserving and enhancing scenic, aesthetic, historic, community, and environmental resources while improving safety, mobility, and infrastructure conditions.

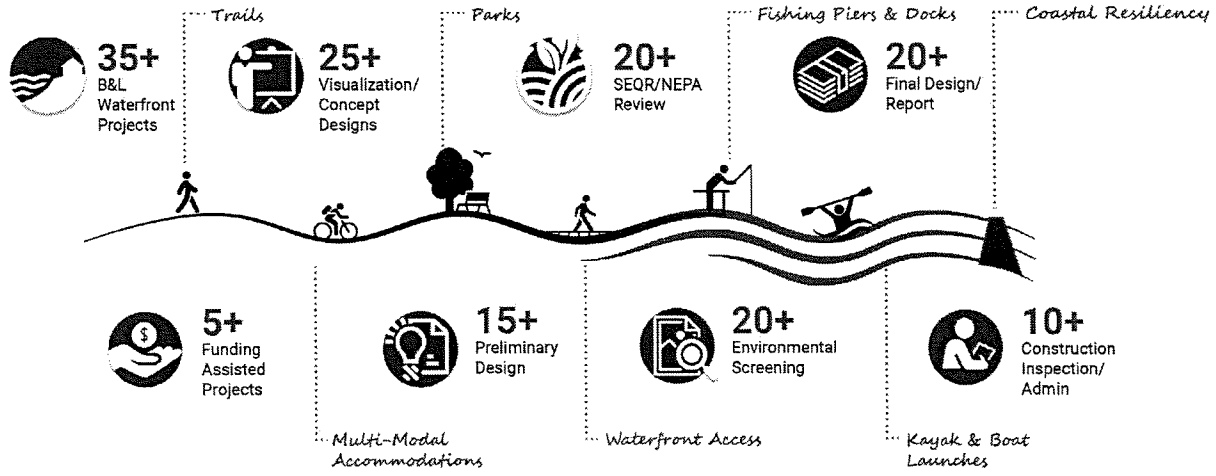
Universal Design
Universal design refers to broad-spectrum ideas focused on creating environments that are safe, comfortable and fully accessible to people of all ages and levels of mobility. This design approach has its roots in children's play environments, but has evolved and expanded to engage all areas of public space planning. ADA compliance provides a baseline for inclusive design. B&L is well versed in the compliance requirements for inclusive design, and our planners and designers have undertaken many inclusive design projects. As a multidisciplinary firm, we use our wide range of experience to create innovative spaces accessible to all.

Safety and Security
Personal safety and security, both real and perceived, need to be factored into public space design; citizens will not use spaces where they do not feel safe. To create spaces that are inviting, our designers use open space strategies derived from crime prevention through environmental design (CPTED), a multidisciplinary approach to deterring unwanted behaviors through environmental planning. By designing the placement of site features, activities, and visitors in a way that maximizes visibility, we can create an atmosphere that encourages positive social interaction.

Kayak Launches
B&L's team of land planners, landscape architects and engineers bring extensive experience in understanding and implementing techniques and sustainable designs to create an access point for communities to their rivers and lakes. Our team members are kayak launch users and have applied their combined experiences to the design of several accessible kayak launches. We have designed several accesible kayak launches.

Environmental Permitting
Environmental permitting is a necessary part of many projects. B&L works diligently to maintain our relationships with regulatory staff in local, county, state and federal review agencies. This commitment has allowed B&L to obtain environmental permits for our clients quickly and efficiently.

B&L Waterfront Experience 2011-2022



PROJECT FAMILIARITY AND APPROACH

Project Understanding

The Town of Rotterdam, with funding assistance from the New York State Department of State (NY DOS), is planning a strategic community investment to rehabilitate and improve the existing boat launch facility at Kiwanis International Park on the Mohawk River near Rotterdam Junction. The site is extremely popular among local fisherman and boating enthusiasts and is also located on the Empire State Trail.

The park has been a base for fishing tournaments including national events; however, recent storm damage, vandalism and water conditions have made the launch facility undesirable. The existing facility does not have a dock, forcing anglers to wade into the river while launching and landing their boats. In addition the existing concrete launch surface has become polished over time and is now extremely slippery leading to boaters and others falling onto the pavement during launching and loading of boats. These conditions have diminished the popularity of the site among fishing groups which has negatively impacted the local fishing tourism economy.

As recommended in the Mohawk River Waterfront Revitalization Plan, the Town has consulted with local fisherman's groups and determined that a 100-foot bulkhead and shore mounted floating dock facility adjacent to the launch in addition to non-skid treatment of the launch pavement and an accessible kayak launch is desirable. It is expected that these improvements will significantly improve safety around the launch while encouraging large groups of fisherman to use the facility which will bolster the local hospitality industry.

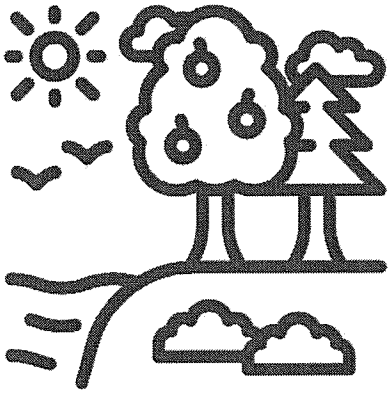


Project Approach

B&L has worked directly with the Town on several projects over many years and is well qualified to provide the engineering and landscape architectural services needed for this project. Our work will be overseen by **Donald H. "Don" Fletcher, P.E.,** who will serve as the officer-in-charge. He will also provide quality assurance and quality control assistance. **Ryan B. Weitz** will serve as project manager and primary point of contact. **Thaddeus M. "Ted" Kolankowski, P.L.A., LEED AP®,** will serve as the project's Landscape Architectural Services Consultant. Our team also includes subconsultants **Darrah Land Surveying, PLLC (WBE)** providing basemapping and **Atlantic Testing Laboratories, Ltd.** providing geotechnical investigations. The Darrah team is led by Kristin Darrah, PLS. Key personnel for this project are identified on the organizational chart in Section 4.

Our project team has developed a thorough understanding of the project site as a result of a long-term relationship with the Town and previous improvements to the parking lot, pavilion, boat launch, and other site amenities at the Park in 2008. Additionally, we assisted the Town in 2021 to develop concept plans and budget estimates for further improvement to Kiwanis International Park based on feedback from community groups. This more recent work offered an understanding of the unique needs and desires of park users though our meeting with groups that historically have used the park including boaters and fisherman concerned about the launch conditions; those concerned with maintaining universal access into and around the park; and cyclists who will want to stop for recreation, shelter, use of facilities and potable water.

Like several of our recently completed projects, this site is owned by the NYS Canal Corporation and located on the Mohawk River/Barge Canal, offering both opportunities and constraints related to the construction and operations. Our previous experience with projects in the Towns of Halfmoon, Clifton Park, and Niskayuna provides the B&L team with the technical knowledge and working relationships with the Canal Corporation to gain access to operational data that can assist us in our engineering design at the park. Both Ryan and Ted also offer the unique perspective of avid kayakers and cyclists that have enjoyed the Empire State Trail and Mohawk Blueway Trail adjacent to Kiwanis International Park.

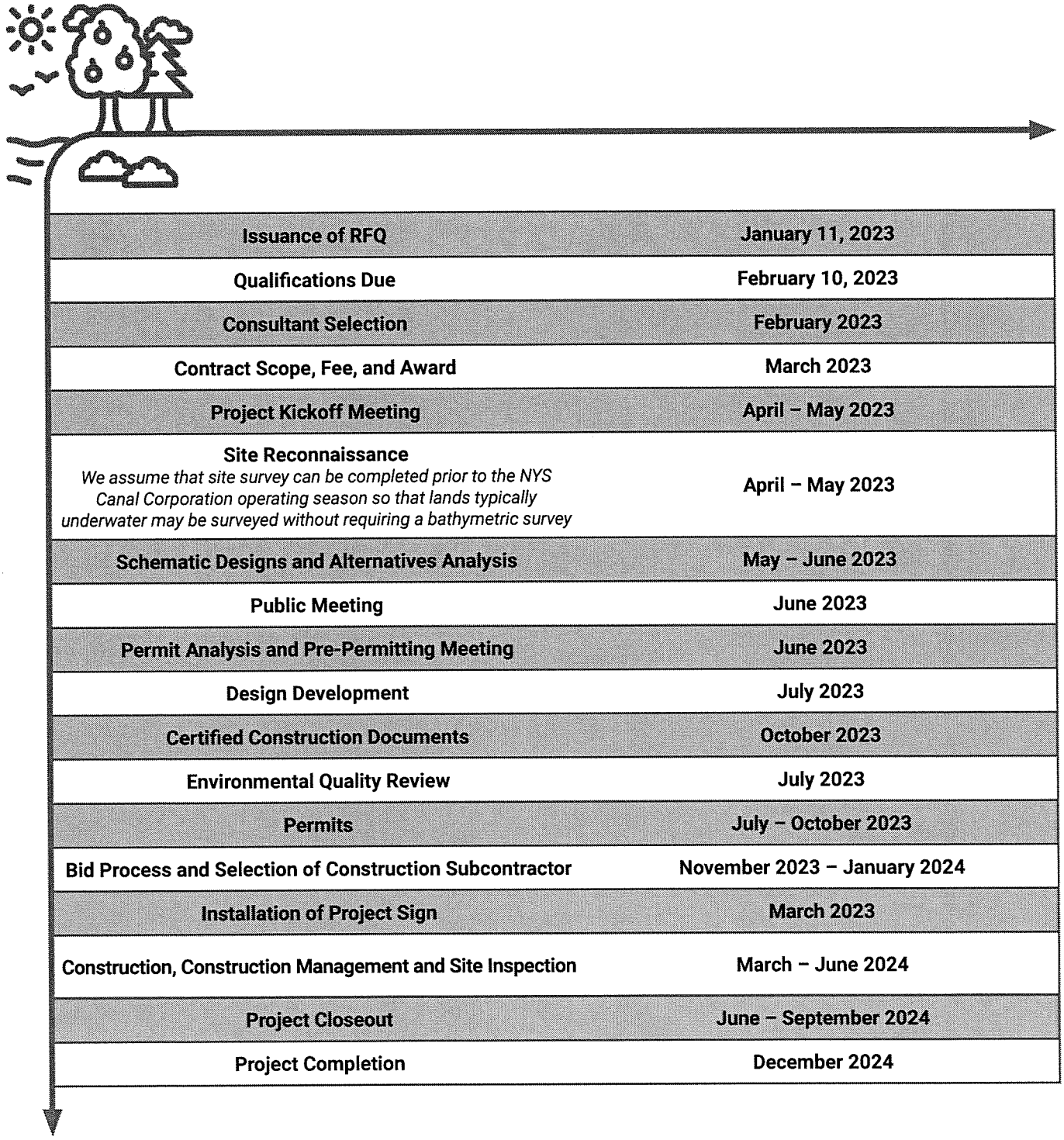


Section 2:
Project Schedule

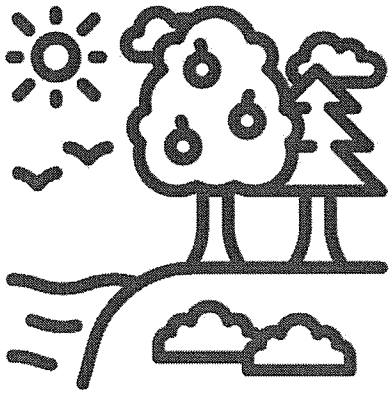
Section 2: Project Schedule

PROJECT SCHEDULE

We understand that the Town of Rotterdam must complete the project no later than December 2024 in compliance with funding agency requirements. The draft schedule presented below is based on key dates included within the RFQ along with Tasks 6 through 17 of the project Work Plan.



Issuance of RFQ	**January 11, 2023**
Qualifications Due	**February 10, 2023**
Consultant Selection	**February 2023**
Contract Scope, Fee, and Award	**March 2023**
Project Kickoff Meeting	**April – May 2023**
Site Reconnaissance *We assume that site survey can be completed prior to the NYS Canal Corporation operating season so that lands typically underwater may be surveyed without requiring a bathymetric survey*	**April – May 2023**
Schematic Designs and Alternatives Analysis	**May – June 2023**
Public Meeting	**June 2023**
Permit Analysis and Pre-Permitting Meeting	**June 2023**
Design Development	**July 2023**
Certified Construction Documents	**October 2023**
Environmental Quality Review	**July 2023**
Permits	**July – October 2023**
Bid Process and Selection of Construction Subcontractor	**November 2023 – January 2024**
Installation of Project Sign	**March 2023**
Construction, Construction Management and Site Inspection	**March – June 2024**
Project Closeout	**June – September 2024**
Project Completion	**December 2024**



Section 3:
Relevant Project Descriptions and References

Section 3: Relevant Project Descriptions and References

TOWN OF HALFMOON

Crescent Park Car-Top Boat Launch

Halfmoon, New York

B&L was hired to assist the Town with the development of a new access point to the NYS Canalway Water Trail at the eastern end of Crescent Park. The existing site consisted of a large gravel lay down area used to serve an Erie Canal terminal wall. While the terminal continues to see some industrial use, the site is mostly used by anglers and nearby workers taking a lunch break.

B&L worked with the Town to develop concept plans for the park which focused on the installation of a new ADA-accessible car-top boat launch as well as landscape, parking, and signage improvements. The launch is designed for kayaks, canoes, and stand up paddle boards (SUPs). Following concept development, B&L prepared a successful funding application on behalf of the Town which went toward final design, permitting, and construction.

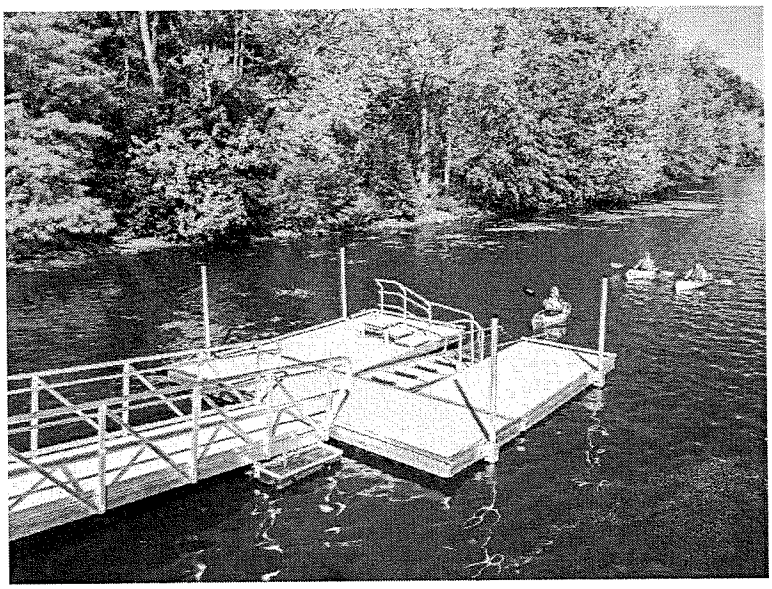
Project Highlights

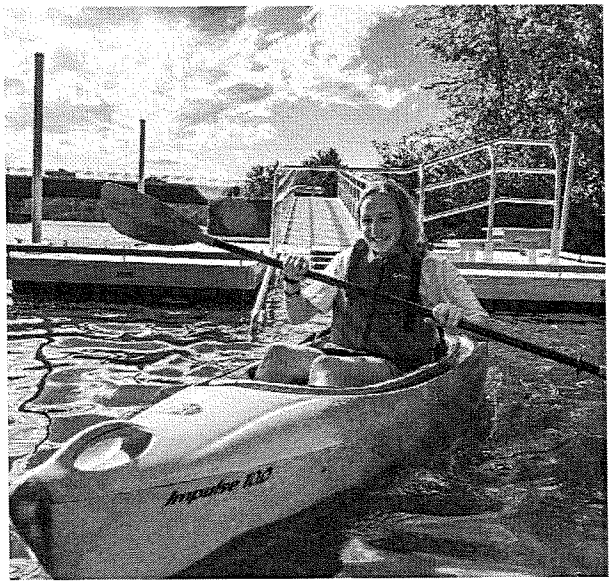
- New ADA-accessible floating car-top boat launch
- Landscape and parking lot improvements
- Establishment of consistent signage standards for linear park
- Extension of an existing shared use path
- Restoration of two existing historic markers

Reference:
Kevin J. Tollisen,
Town Supervisor
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, New York 12065
518-371-7410 x2203

Total Project Cost:
$200,000

Completion Date:
2019





TOWN OF NISKAYUNA

Aqueduct Park Dock System

Niskayuna, New York

Aqueduct Park is used by local rowing clubs providing recreational and competitive teams with a base of operations on the Mohawk River. B&L provided engineering and landscape architectural services for the installation of a new floating dock anchoring system with access and improvements to the docks at Aqueduct Park in the Town of Niskayuna, Schenectady County, New York. The project was funded by the New York State Department of Environmental Conservation (NYSDEC) through the Mohawk River Watershed Grant Program.

The design was completed for a dock anchorage system utilizing new box truss stiff arms designed by a local structural engineer, each connected to a 4' x 4' concrete pier anchored into the bedrock below the Mohawk River. B&L also provided site design for the surrounding park are including landscaping improvements, native plantings, and a redesigned gateway connection.

B&L worked with the Town Planning Department and Department of Public Works beginning with conceptual design, through preliminary and final design, prepared bid documents, and observed construction work on the project through closeout.

Reference:
Laura Robertson
Town Planner
Town of Niskayuna
One Niskuyana Circle
Niskayuna, New York 12309

Total Engineering Costs
$25,000

Total Construction Costs
$230,000

Completion Date:
2021

Project Highlights

- Improved the anchor system of the existing floating docks
- Improved the existing gangway connection to new anchor grade beam
- Created an easier system for the annual installation/removal of the dock
- Mitigated erosion and improve water quality through current storm water management practices
- Provided site design for the surrounding park





CITY OF SYRACUSE

Kirk Park Kayak Launch

Syracuse, New York

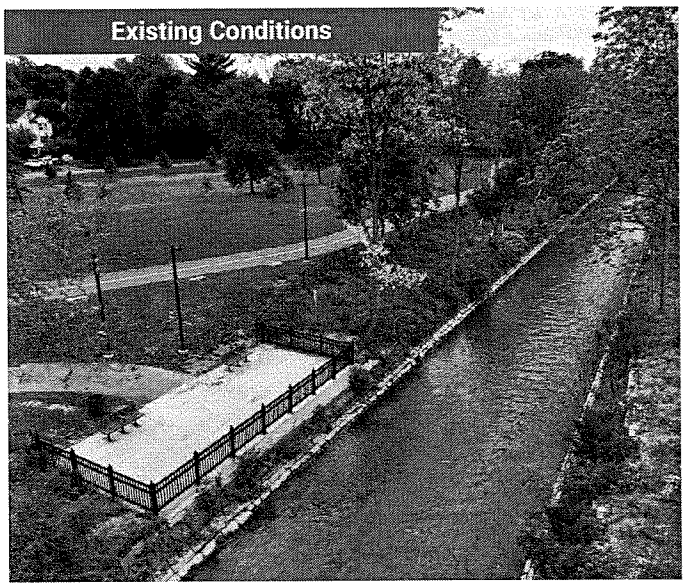
Barton & Loguidice, working with the City of Syracuse under an existing term agreement is currently in the design phases of adding a new kayak and canoe launch along the Onondaga Creek at the Kirk Park overlook platform. This platform is adjacent to the Syracuse Creekwalk and trailhead parking area located near Onondaga Creek Boulevard.

The proposed launch will provide an accessible concrete ramp and launch landing to facilitate easy and safe put-in and take-out of carry-in watercraft. The Creekside slope will be retained with a combination of natural, quarried stone of local character and segments of concrete walls with a landing ledge and handle rungs to assist boaters and kayakers. The existing platform will be retained, and the launch will connect the northern edge of the platform with a new access gate to be installed. The riparian creek corridor will be enhanced with low-growing native shrubs and maintain an open view shed to the creek and Kirk Park.

Client Contact:
Russ Houck, P.E.
Engineering Department
City of Syracuse
233 East Washington Street
Syracuse, New York 13202
315-448-8059
rhouck@syrgov.net

Total Project Cost:
$260,000

Completion Date:
Spring 2023





CITY OF MECHANICVILLE

Mechanicville Terminal Street Dock Improvements

Mechanicville, New York

The City of Mechanicville was awarded $235,000 in May, 2009 from the New York State Environmental Protection Fund (EPF) for the design and construction of improvements to the City Dock located at Terminal Street along the scenic Hudson River and Champlain Canal.

B&L's design services incorporated new signage, decorative pedestrian lighting, and the rehabilitation of sidewalks and an adjacent parking lot. To recall historic materials, the project included addition of brick crosswalks, a retaining wall intended to recall limestone canal blocks and timber guide rails. A local architect designed a restroom and shower building, while B&L completed the site and utility design work for that element. Project construction was completed in November 2013.

Project Highlights

- Grant writing and administration
- Conceptual Design
- Shoreline Stabilization
- Compliance with FEMA regulations for Floodway Construction
- Incorporation of Interpretive Elements in Design
- Site lighting and electrical
- Stormwater Pollution Prevention Plan
- Conformance with ADA requirements
- Emergency Services Access (mountable curbing)
- Construction Oversight and Administration Services

The improvements create a welcoming gateway to the City's Downtown from the riverfront and canal. The project has promoted local heritage tourism, attracted visitors to the downtown area, and stimulated local economic activity.

Client Contact:
Mike Butler, Mayor
City of Mechanicville
36 North Main St
Mechanicville, New York 12118
518-664-9884 ext.322

Total Project Cost:
$450,000

Completion Date:
2013







TOWN OF BETHLEHEM

Henry Hudson Park-Fishing Platform Project

Town of Bethlehem, New York

The Henry Hudson Park Fishing Platform Project is located at the Henry Hudson Town Park, in the Hamlet of Selkirk , Bethlehem, New York. The Park is an existing Town owned recreation facility on the Hudson River serving as the primary riverfront access and recreation area for the Town. B&L assisted the Town with implemention of a Parks Grant received to install a new fishing platform, make safety improvements, improve ADA accessibility, and to stabilize damaged areas of the shoreline.

B&L provided design services and prepared construction documents for the 'soft shoreline' stabilization, a fishing platform anchoring pad design, ADA accessibility implementation, and other safety improvements. The Town relied on B&L to assist in securing a qualified contractor to design, construct and install the fishing platform. B&L also assisted with the SEQRA review for the project, ACOE/DEC permitting, coordination with U.S. Fish and Wildlife and with the State Historic Preservation Officer.

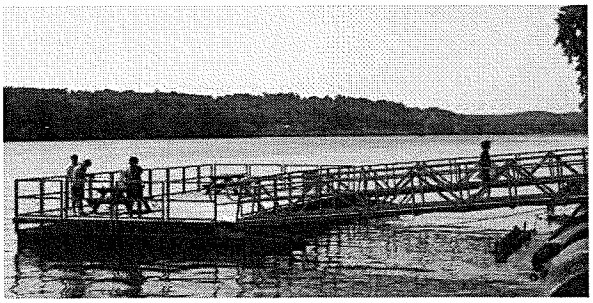
Project Highlights

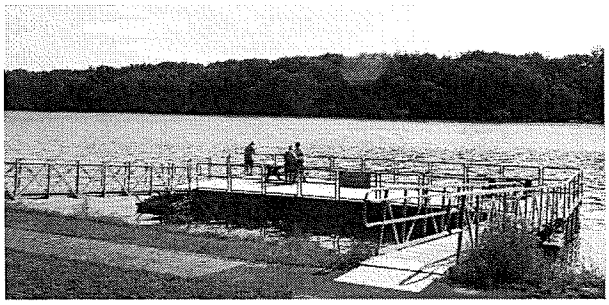
- A 20' wide by 50' long shore-anchored floating fishing platform
- Concrete footing blocks to anchor the floating ramp and platform
- ADA accessibility implementation
- Evaluation of appropriate soft shoreline stabilization techniques
- Design of the platform and anchoring to be resistant of shipping channel wave action from large ocean-going vessels

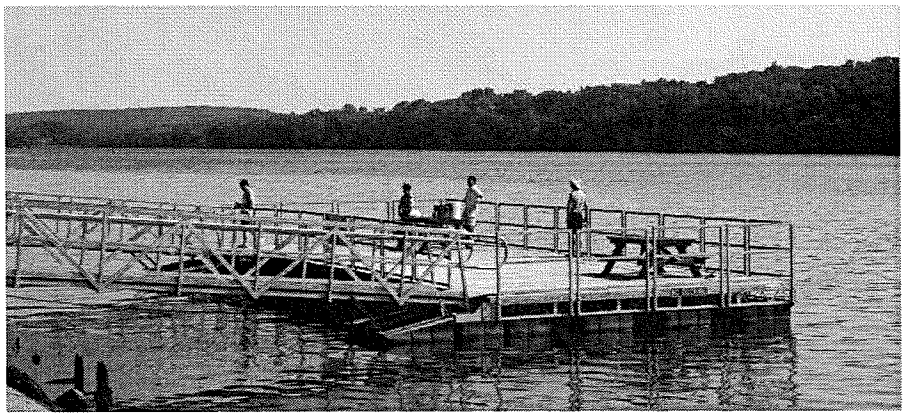
Client Contact:
Paul M. Penman, P.E.
Town Engineer
Town of Bethlehem
Department of Public Works
445 Delaware Avenue
Delmar, New York 12054
518-439-4955
ppenman@townofbethlehem.org

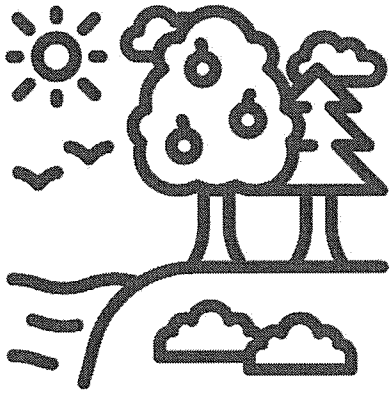
Total Project Cost:
$180,000

Completion Date:
2011





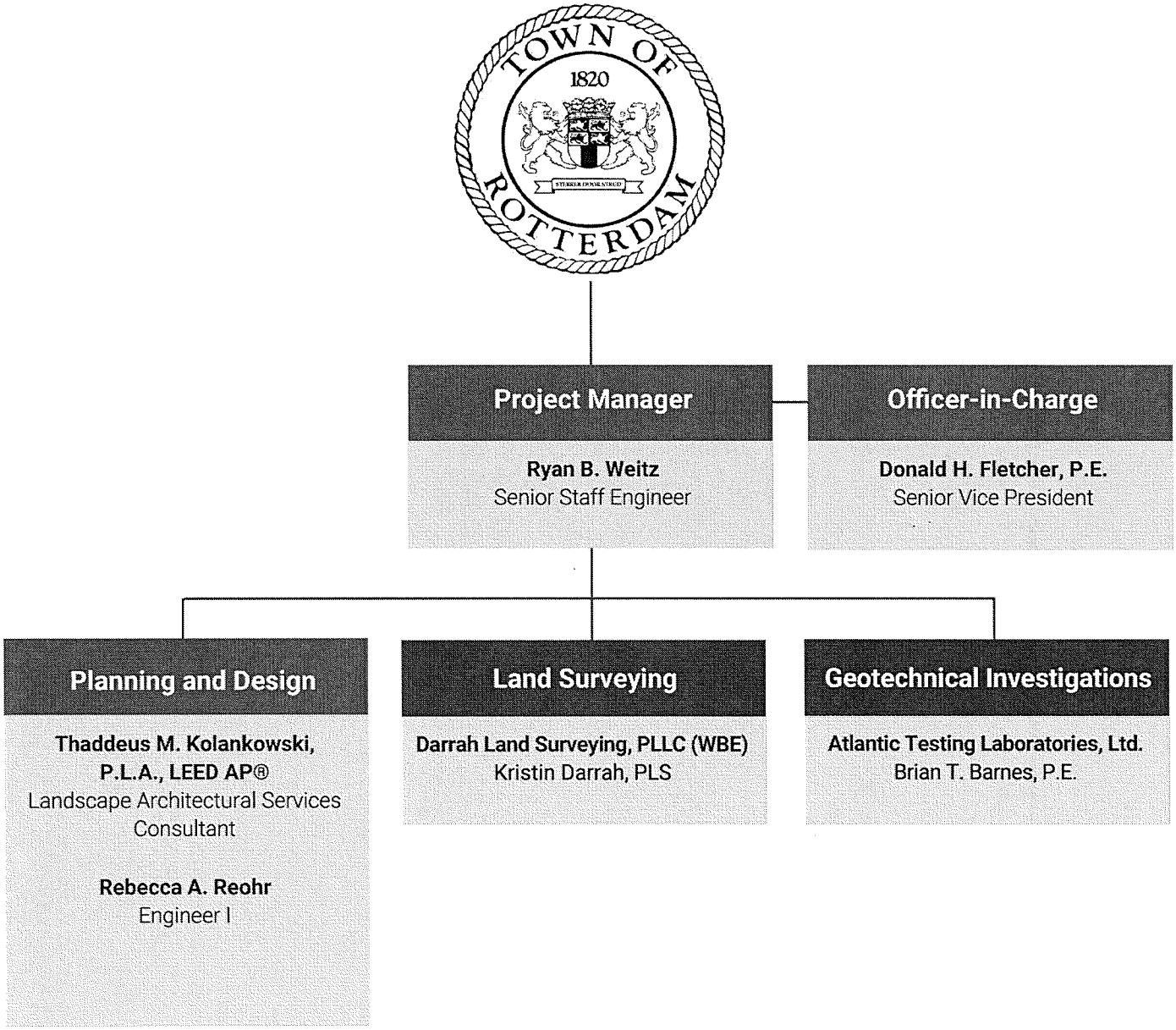




Section 4:
Project Team

Section 4: Project Team

Organizational Chart



Donald H. Fletcher, P.E.

Senior Vice President

dfletcher@bartonandloguidice.com



Years of Experience: 31

Education: B.S., Civil and Environmental Engineering, Clarkson University, 1992

Professional Registrations: Professional Engineer, New York; NYSDOT 40 Hour Bridge Inspection Training Course

Summary

Mr. Fletcher has extensive experience as a municipal engineer and has progressed hundreds of projects from planning through construction. These projects have included potable water systems including source development, treatment, storage, metering and distribution; site planning including site layout, utility layout, site grading, and streetscapes; SWPPPs; transportation and recreational infrastructure involving local roadways, trailway and bikeway systems, and parks; stormwater management including open and closed collection, on-site detention or retention facilities, wetland mitigation, dam reconstruction, stream stabilization and soil erosion, and sediment control facilities; and wastewater management systems including gravity and pressure collection, pumping stations, and treatment. His experience includes preparing feasibility studies; maps, plans, and reports for formation of utility districts; facilities plans for water and wastewater systems; grant and funding applications; regulatory agency applications; environmental review documents; permit applications; right-of-way and easement services; and contract design drawings and specifications. He has also provided contract administration and construction observation services for many projects.

RELEVANT EXPERIENCE

Mohawk Landing Park, Town of Colonie, New York
The Town of Colonie converted an abandoned water treatment plant facility into a passive recreation park. The project involved establishment of an access path to the Mohawk Hudson Bikeway, construction of a restroom facility, green stormwater management, parking, and planting of street trees. B&L coordinated with the State Historic Preservation Officer and NYS Canal Corporation, prepared site designs, planting design, grading design, and conducted construction observation. Mr. Fletcher was Officer-in-Charge.

Amsterdam River Walk, City of Amsterdam, New York
B&L delivered a feasibility study, conceptual designs, and constructability analysis for creation of a River Walk along the City of Amsterdam's Mohawk River Shoreline. This LWRP/City of Amsterdam-funded study examined approximately 2.5 miles of the north bank of the Mohawk River running through the City from River Link Park to Guy Park Manor and Erie Canal Lock 11 for potential development of public trails and other access improvements as well as recreation and waterfront revitalization opportunities. Mr. Fletcher was Officer-in-Charge.

Canalway Trail, Fort Hunter to Canajoharie, New York
This enhancement project entailed the design and construction of a 15.2-mile segment of the 500+ mile Canalway Trail System. Areas of regional and national interest included the Reconstructed Erie and Barge Canals, the Auriesville Shrine, Bridal Veil Falls, and the Historic communities of Fultonville, Sprakers, and Canajoharie. Key components included a 10-foot wide multi-modal stone dust and asphalt (urban areas) trail, including informational kiosks, directional and interpretive signage, and parking areas/trail heads at key access points. The cornerstone of the design strategy was the identification of aesthetic, historic, cultural, and ecological features within and adjacent to the Canalway corridor which defined or were unique to the area. Based upon multiple site visits and project information meetings, specific areas were identified for interpretation; scenic vistas were enhanced and framed; discordant influences buffered or screened; and areas of ecological significance were preserved and enhanced.

Ryan B. Weitz

Staff Engineer

rweitz@bartonandloguidice.com



Years of Experience: 7

Education: B.S. in Civil Engineering, Worcester Polytechnic Institute

Professional Registrations: NYSDEC 4-Hour Erosion and Sediment Control Training

SUMMARY

Mr. Weitz is an engineer with holistic experience in sustainable site planning and design. He is responsible for planning, design, engineering, construction management, compliance reporting, and funding assistance. Mr. Weitz has completed several projects in historic districts, heritage areas, and other culturally sensitive locations and brings experience from many parks, recreation, landscaping, green space, and trail projects. He has extensive experience in designing green infrastructure practices, as well as preparing for and facilitating visualization and public outreach for a wide variety of projects. He has provided assistance to the planning and zoning boards of several municipalities in the role of Town/City Designated Engineer.

RELEVANT EXPERIENCE

Crescent Park Car-Top Boat Launch, Town of Halfmoon, New York

B&L assisted the Town of Halfmoon with securing funding for park improvements to the eastern end of Crescent Park. Mr. Weitz served as project manager and the lead designer on concept, preliminary, and final design of this project which included a trail extension, parking improvements, native landscaping, wayfinding signage, and installation of a new ADA-accessible floating car-top boat launch for kayaks, canoes, and SUPs. The project additionally included preparing documents to assist the Town with SEQRA compliance and obtaining permits from the U.S. Army Corps of Engineers, NYS Department of Environmental Conservation, and NYS Canal Corporation.

Aqueduct Park Dock and Landscape Improvements, Town of Niskayuna, New York

B&L assisted the Town of Niskayuna with improvements to dock and landscape improvements at Aqueduct Park. Mr. Weitz served as project manager and the lead designer on preliminary and final design of this project which included a new dock anchorage system, improved gangway connection, pedestrian access enhancements, drainage improvements, and new native landscaping. The project additionally included obtaining permits from the U.S. Army Corps of Engineers, NYS Department of Environmental Conservation, and NYS Canal Corporation.

Vischer Ferry Preserve Gateway and Access Improvements, Clifton Park, New York

B&L was retained to design gateway and access improvements to the 740-acre Vischer Ferry Nature and Historic Preserve. Funded through a Scenic Byways grant, this project analyzed improvements to two sites in the Preserve and progressed the recommendations for the Clute's Dry Dock area. Improvements to the site included regrading the gravel parking area, constructing a new stone dust trail through the site, and installing a new prefabricated pedestrian bridge that spans the historic Erie Canal. This bridge provides a new access point to the Erie Canalway Towpath Trail which was previously inaccessible from Clute's Dry Dock. The bridge is located at a former farmer's bridge crossing and was designed to preserve the existing historic limestone abutments. Extensive coordination with regulatory agencies was required to ensure no significant adverse impacts were realized for the many historic, archaeologic, and aquatic resources on the site. Mr. Weitz served as the primary site design engineer for the project and led designs for the parking lot and trail components of the project.

Rebecca A. Reohr

Engineer I
rreohr@bartonandloguidice.com



Years of Experience: 2

Education: M.S., Environmental and Water Resources Engineering, University at Buffalo, 2021
B.S., in Physics, SUNY College at Oneonta, 2019

Professional Registrations: NYSDEC 4-Hour Erosion and Sediment Control Training

Summary

Ms. Reohr is an engineer in the Sustainable Planning and Design Practice Area at B&L. She received her B.S. in Physics from SUNY Oneonta with a minor in Environmental Planning and her M.S. in Environmental and Water Resources Engineering from the University at Buffalo. Her main responsibilities include planning and project design for parks and trails, preparation of site plans and contract drawings, and site plan review.

Relevant Experience

Latham Kiwanis Memorial Park Reconfiguration Project, Latham, New York
B&L assisted the Town of Colonie with improvements to Latham Kiwanis Memorial Park Reconfiguration. The park was redesigned to have two basketball courts, two pickleball courts, a walking trail, new landscaping, and park enhancements. Ms. Reohr provided design and engineering support, assisted with site analysis and mapping, and served as the AutoCAD lead.

Park Renewal Project, Plattsburgh, New York
B&L assisted the City of Plattsburgh with revitalizing five of their local parks: South Platt St., U.S. Oval, Melissa Penfield, South Acres, and Peter. S. Blumette Park. Community members provided helpful suggestions, ideas, and feedback on design ideas regarding park improvements they would like to see at each of the parks. Each of these five parks were re-designed to include a variety of new park amenities and were designed to create opportunities for health, social, and environmental benefits. Ms. Reohr served as the AutoCAD lead for this project and assisted with concept design.

Kings Road and Michael Drive Drainage Improvements, Town of Colonie, New York
The Town of Colonie retained B&L to complete a drainage study to improve the stormwater drainage at the intersection of Kings Road and Michael Drive as the flooding was a road safety hazard. Ms. Reohr served as the primary AutoCAD lead for the design efforts. Field surveying was conducted in order to determine the best design to mitigate flooding.

Hill Street Drainage Improvements, Mechanicville, New York
B&L assisted the City of Mechanicville with the design for drainage improvements on Hill Street, off of South Central Ave. This project consisted of connecting into an existing storm structure at the intersection of South Central Avenue and Hill Street with a new 18-inch storm pipe down Hill Street that connects back into existing infrastructure on Hill Street. Ms. Reohr served as the primary AutoCAD lead for the design efforts.

Town and City Designated Engineer Projects – SEQRA and Site Plan Review
Ms. Reohr has assisted with reviewing and providing recommendations for a variety of site plan applications for projects primarily in the Town of Colonie, but also for projects in other cities and towns as well. Below is a list of some of the applications Ms. Reohr has helped review.

- Penfield Drive Subdivision Review, Town of Colonie, New York
- Latham Ford Review, Town of Colonie, New York
- Borrego Wind Turbine Review, Village of Florida, New York
- Tri-City Fitness Courts, Town of Colonie, New York
- Islamic Community Center, Town of Colonie, New York
- Stewart's Shops, City of Saratoga Springs, New York
- Saber Apartments, Town of Colonie, New York
- Valente Retail Plaza, Town of Colonie, New York
- CBA Sports Dome, Town of Colonie, New York
- Chittenango Solar Review, Town of Sullivan, New York
- Old Dekalb Road Solar Review, Town of Canton, New York
- Canton Russell Solar Review, Town of Canton, New York

Thaddeus M. Kolankowski, P.L.A., LEED AP®
Landscape Architect and Planner

22 Meadow Lane · Albany, NY 12208
Phone: (518) 396-0159 Email: Ted.lascience@gmail.com

Professional Experience

MURMAN ASSOCIATES, Division of J. Kenneth Fraser and Associates, Rensselaer, NY
Senior Landscape Architect and Planner

18 years in a private Professional Landscape Architecture and Planning office; work has included traditional landscape architecture, geographic information systems, project management, construction observation, proposal writing, grant writing, community planning, public workshop facilitation, graphic rendering, presentation drawings, and marketing. Completed several projects beginning with grant writing and continuing through design through completed construction. Integrated the use of personal computers with all project functions including the use of Power Point, Photoshop, AutoCad, SketchUp, ArcGIS, Word, Excel, and Adobe Acrobat. Organized and facilitated community linkage studies and master plans including public visioning workshops.

BARTON & LOGUIDICE DPC, Albany NY
Managing Landscape Architect and Planner

16 years in a private Professional Engineering, Planning and Landscape Architecture office in Albany NY. Work focused on municipal landscape architecture, project management, construction support, proposal writing, grant writing, community planning, public workshop facilitation, graphic rendering, presentation drawings, and marketing. Projects included historic preservation, conservation, active transportation, waterfront access, passive recreation and community development. Completed several projects beginning with grant writing and continuing through design to completed construction. Provided landscape architectural support for civil engineering, transportation and environmental projects. Managed sustainable design and planning staff including staff reviews, mentoring and general management. Prepared and presented professional presentations focused on form-based codes, planning department training, community sustainability, resiliency design and climate smart solutions.

Notable Projects

- Rensselaer Amtrak Feasibility Study, Rensselaer, New York
- Queensbury Parks and Recreation Master Plan, Queensbury, New York
- Waterford Canal Harbor, Waterford, New York
- Whitehall Canal Harbor, Whitehall, New York
- Falls View Park, Cohoes, New York
- Hudson Valley Rail Trail, Lloyd, New York
- Thomas Cole National Historic Site, Catskill, New York
- Beach Road Reconstruction, Warren County, New York
- Denning's Point Energy Park, Hudson Highland State Park, NYSOPRHP, Beacon, New York
- Mohonk Preserve Testimonial Gateway, New Paltz, New York
- Empire State Trail/Erie Canalway Trail - South Amsterdam to Pattersonville, NYSOPRHP, Schenectady Co., New York
- Vischer Ferry Nature & Historic Preserve; Gateway and Accessibility Improvements Project, Clifton Park, New York

Thaddeus M. Kolankowski, P.L.A., LEED AP®
Landscape Architect and Planner

22 Meadow Lane · Albany, NY 12208
Phone: (518) 396-0159 Email: Ted.lascience@gmail.com

Education

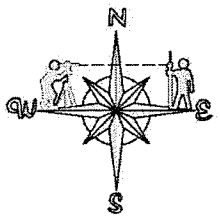
Bachelor of Landscape Architecture, Magna Cum Laude, State University of New York College of Environmental Science and Forestry, Syracuse, New York, May 1987.

Registration

Registered Landscape Architect in New York State and Maryland
USGBC LEED AP Certification

Organizations

Member, American Society of Landscape Architects
Member, NY Upstate Chapter of the ASLA
Served on Upper New Scotland Avenue Corridor Committee, Albany, New York
Served on Mayor Sheehan Transition Committee, Albany NY
Member, Saint Catherine of Siena Parish Council, 1994-98
Member, Albany Booster Club
Coach, Board Member, Former President of Albany Soccer Club, 1992 – 2010
Board Member, Buckingham Pond Conservancy, 2016 – Present
Volunteer, Albany CYO, Albany Booster Club, Myers School Garden, Historic Albany Foundation, Albany Fund for Education



Darrah Land Surveying, PLLC
59 Lake Avenue, Lake Luzerne, NY 12846
Phone: (518) 798-4692

Kristin M. Darrah, PLS

Owner, 2011 - Present

Professional Experience: 19 years of Land Surveying experience with 11 years as a Licensed Land Surveyor.

Education:

A.A.S. Surveying Technology, Paul Smith's College, 2002

Certifications:

NY State Licensed Land Surveyor No. 050803

40 Hour OSHA Hazardous Waste Certification

Confined Space Entry Certification

10 Hour OSHA Construction and Safety Certification

Professional Affiliations:

Past President, Eastern New York Society of Land Surveyors

New York State Association of Professional Land Surveyors

National Society of Professional Surveyors

Surveying Technology Board of Advisors, Paul Smith's College

Professional History:

Darrah Land Surveying, PLLC (June 2007 – Present)
Project Surveyor, then Owner providing land surveying support for commercial and residential clients for new home construction, large acreage boundary surveys, residential subdivisions, highway construction, commercial building sites, and hydro facilities. Kristin provides Project Management for all municipal projects.

Aerial Survey, Town of Willsboro, NY- 2018 & 2021
DLS provided ground control and field checks for aerial photogrammetric mapping from digital orthophotography flown in May 2018. Mapping was submitted to Essex County engineers for use in planning for infrastructure upgrades on Willsboro Point.

Topographic & Utility Survey, Washington County Sewer District #2 Redesign, Ft. Edward, NY 2018
DLS worked as a subcontractor, providing topographic and utility mapping of approx. 6000' of existing streets and portions of the Irving Tissue facility for a design to separate the combined sewer and drainage infrastructure in the village. Mapping was prepared in AutoCAD Civil 3D format, submitted to the design firm for use in the design effort.

Construction Computation and Layout, NYS Route 32 Bridge Replacement, Cohoes and Waterford, NY – 2016 thru 2018
DLS worked as a subcontractor to the heavy highway construction company under contract with New York State Department of Transportation for this project (D262653). All computations and layout for each component of the bridge substructure, including piers, steel, approaches, utility relocation and grading were performed by our firm for a 700-foot-long bridge with 5 spans and 400 feet of approach & roadway tie-in at each end.

NYS Rte. 32 over Mohawk River, Waterford, NY (D262653)– 2015-2018
Project Manager, providing management, construction computation and layout for a 750-foot, 5-span bridge over the Mohawk River, along Route 32 between Waterford and Cohoes, New York. We are coordinating our work with the Prime and other Subcontractors to work effectively as a team on this large-scale construction project.

Site Remediation, Mt. McGregor Correctional Facility, Wilton, NY – 2017
DLS worked as a subcontractor on this project, performing layout for the remediation work and capturing topographic data before, during and after critical steps in the process for use in the calculation of quantities removed and replaced. Mapping was prepared of the various stages of remediation onsite for submission by our client upon completion of the project. Quantities were computed of various materials being imported & exported from the site for use by our client in getting compensated.

May's Point Moveable Dam, Savannah, NY (TAS 15-24C)- 2016-2017
Project Manager, providing survey computations, layout, field data capture and monitoring for rehabilitation of a Moveable Dam structure along the NYS Canal System.

Hudson Falls and South Glens Falls Dams, NY 2007-present
Project Manager, responsible for capturing field data and provided ground control for 3D scanning using permanent control monumentation set previously for yearly monitoring of river scour beneath existing dam structures.

WSP Sells, Albany, NY (June 2010 – September 2012)

Land Surveyor providing management of the Albany office including marketing, project budget tracking, project coordination, schedule, and review.

Licensed Land Surveyor – National Grid, Leeds to Pleasant Valley, NY #92 Line

Coordinated field and office personnel in photo control and static network field data capture and processing for a 40 mile stretch from National Grid substation in Leeds, NY south to Pleasant Valley substation. The project consisted of aerial mapping of this 40-mile corridor, and establishment of conventional survey control pairs for future National Grid use. Aerial mapping was coordinated through WSP Sells photogrammetry department. Control points were measured using a combination of RTK data, relative to the NYSDOT Reference Network where available and static observations which were then post-processed through OPUS. A static network, consisting of control points set by National Grid and USGS passive control network reference marks were observed to establish a control network along the corridor.

WBE certified company



DIVISION

Utica

EXPERIENCE

27 Years

EDUCATION

Graduate Work, Civil Engineering
University at Buffalo
Buffalo, NY

BS, Civil Engineering
University at Buffalo
Buffalo, NY

BS, Physics
Cortland College
Cortland, NY

LICENSES

Professional Engineer
NY, PA, VT
#078911

CERTIFICATIONS

- PDI/PDCA Dynamic Measurement and Analysis Proficiency Test (Basic Level)

TRAINING

- Nuclear Density Meter Operator
- OSHA 40-Hour HazWoper
- OSHA 10-Hour General Construction Safety
- Confined Space and Lock Out/Tag Out

BRIAN T. BARNES, PE

Senior Engineer

Brian is a Senior Engineer at Atlantic Testing Laboratories, Limited and is experienced in geotechnical, environmental, special inspection, construction materials testing, laboratory testing.

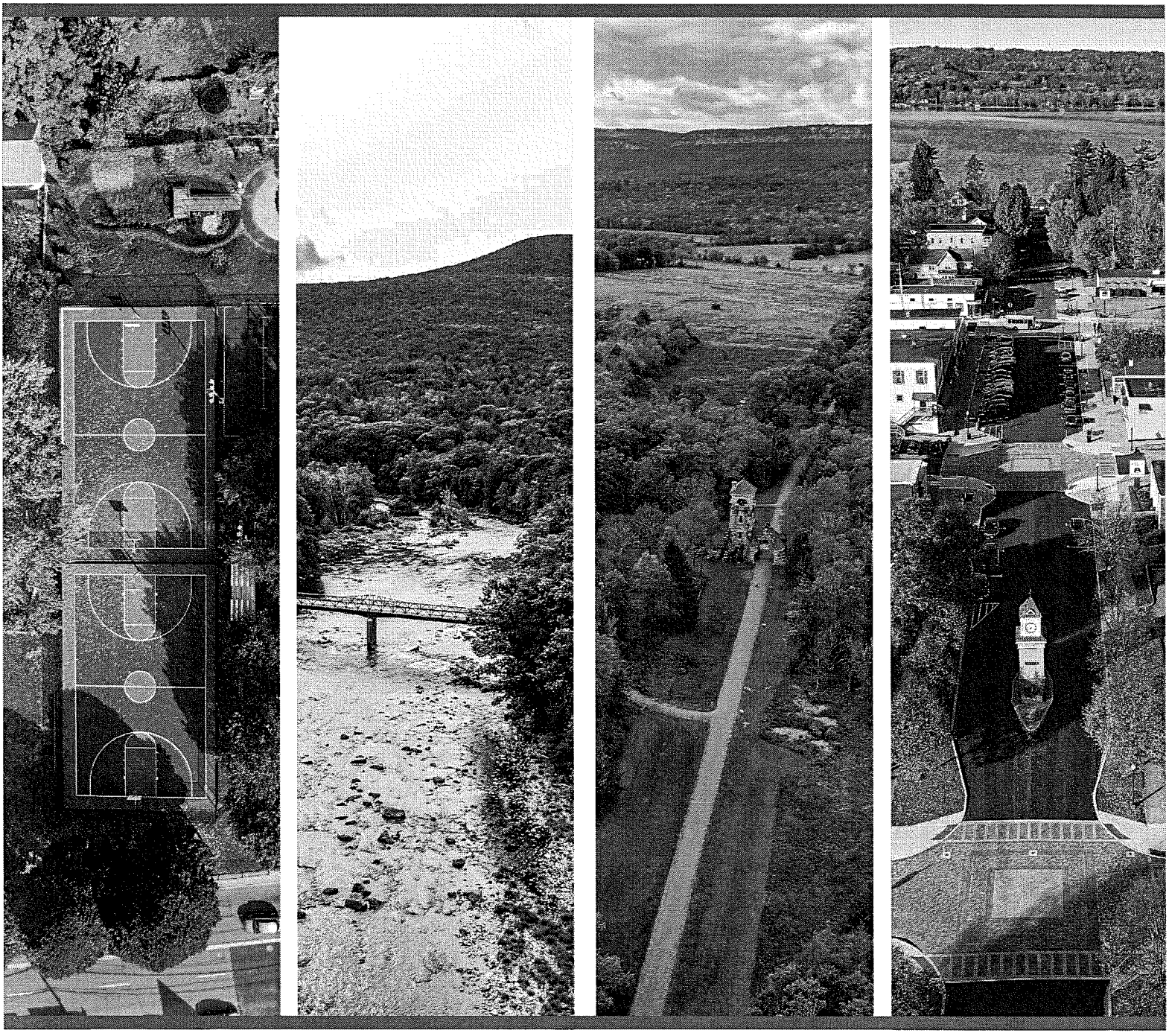
RESPONSIBILITIES

- Quality control testing and inspection of soil, concrete, fire-proofing, bituminous, and masonry in the field and construction materials laboratory.
- Technical review of daily quality control/quality assurance test data and reports.
- Phase I, Phase II, and Phase III Environmental Site Assessments.
- Directing subsurface investigations and geotechnical evaluations for shallow and deep foundation systems, slabs, slope evaluations, and pavements.
- Technical and administrative management of the NYSDOT Prestressed/ Precast Concrete Plant Inspection and NYSOGS Geotechnical and Structural Engineering contracts.

PROJECT EXPERIENCE

- BES Design/Build, Various Projects, Fort Drum, NY
- Jacobs, Cemetery Land Reclamation, West Point, NY
- Jacobs, Tunnel Project, West Point, NY
- Aubertine & Currier, Bridge 37 & 15 Replacements, Fort Drum, NY
- Aubertine & Currier, Aircraft System Hangar, Fort Drum, NY
- NYS Route 97 Bridge Replacements, Delaware County, NY
- Oneida-Herkimer BOCES Culvert Replacement, Herkimer, NY
- Oregon Hill Road Bridge Replacement, Broome County, NY
- Dubois and King, Various Communication Tower Projects, VT
- Evolution Site Services, Various Communication Tower Projects, NY
- NYSOGS, Hudson Correctional Facility, Hudson, NY
- NYSOGS, Montrose Veterans Home, Montrose, NY
- NYSOGS, Taconic Correctional Facility, Bedford Hills, NY
- Page Brook Stream Stabilization, Fenton, NY
- Ilion Reservoir Dam Number 2, Ilion, NY
- County Road 178 Embankment Stabilization, Livingston Manor, NY
- American Rock Salt Slope Failure, Albany, NY
- Colgate University, Various Projects, Hamilton, NY
- Tops Supermarket Stores, Norwich & Washington Mills, NY
- Cheese Factory Road Bridge Over Nine Mile Creek, Deerfield, NY
- St. Luke's Hospital, Various Projects, Utica, NY
- Masonic Home, Various Projects, Utica, NY
- Vick's Lithography and Printing Corp. Building, Yorkville, NY
- Noble Environmental Power, Various Wind Projects, New York State
- Lockheed-Martin Hangar, Owego, NY
- MedTech Healthcare Pavilion, Johnson City, NY
- Cornell University, Various Projects, Ithaca, NY
- GYMD, Street Reconstruction and Manhole Installations, Lowville, NY
- BBL Construction Services, Metro North Railroad Station, Poughkeepsie, NY

Barton
&Loguidice



The Experience to **Listen.** The Power to **Solve.**

bartonandloguidice.com

REQUEST FOR QUALIFICATIONS (RFQ)

LOCAL WATERFRONT REVITALIZATION PROGRAM

IMPLEMENTATION PROJECT

TOWN of ROTTERDAM, NEW YORK

DUE: 2:00 PM, LOCAL TIME FEBRUARY 10, 2023

Responses must be submitted as a PDF via email to:

Offices of the Town Clerk

For questions about this RFQ, please contact Peter Comenzo at (518) 355-7575 X-338 or

pcomenzo@rotterdamny.org

DRAFT

A. INTRODUCTION

The Town of Rotterdam is requesting qualifications from consultants to assist in the design, permitting, preparation of bid documents, and to provide limited construction phase services for Kiwanis International Park Waterfront Access Improvements utilizing Implementation Grant Funding from the NYS Department of State (DOS) Local Waterfront Revitalization Program (LWRP).

B. PROJECT LOCATION

The site is located at the existing Kiwanis International Park on the Mohawk River near Rotterdam Junction.

PROJECT DESCRIPTION

This project will rehabilitate the existing boat launch at Kiwanis Park, upgrading the facility to improve safety and usability with a new dock and shoreline improvements as well as adding an accessible kayak launch facility located on the Erie Canal and Empire State Trail.

The Town seeks a NYS licensed engineering and landscape architecture consulting firm to develop design and construction documents, and to provide construction oversight of the select improvements by a combination of construction contractor, Town DPW forces and/or volunteer organizations.

PROJECT ORGANIZATION

The Town Board, along with select Town Departments, will provide direction to the Consultant, and will act as a primary decision-making body for the Project. The Consultant will also work closely with project staff from the Department of State.

C. SCOPE OF WORK

The consultant must comply with all terms and conditions of the Town's contract with the New York State Department of State (NYSDOS) for this work (C1002040). The consultant will complete the tasks outlined in the attached Work Plan for the improvements (task numbers coincide with the work program contained in the NYSDOS contract). In addition to the listed public meetings, the consultant should anticipate attending monthly meetings with the Town Board, as necessary.

BUDGET

The budget for design, permitting, and construction administration services is $40,000. The Town is looking for the consultant who has the most relevant experience, experience working with the Town of Rotterdam, experience working with NYSDOS and can provide the best value to the Town. The Town reserves the right to authorize all or part of the services requested in this RFQ.

D. QUALIFICATIONS SUBMISSION

Applicants shall submit one (1) digital copy of their qualifications via email by **2:00 pm, local time on February 10, 2023.** If submission file size is excessively large, applicants may submit an email with a link that allows for the download of the submission. It is the responsibility of the applicant to make

sure this submission is transmitted and received by the Town. Any submission received via email after the deadline time will be not be accepted. Submissions shall be submitted via email to the following:

Office of the Town Clerk
Town of Rotterdam
Diane Marco

dmarco@rotterdamny.org

E. QUESTION & ANSWER PERIOD

Questions regarding this RFQ must be submitted in writing via email to pcomenzo@rotterdamny.org no later than 5:00 pm, local time on January 31, 2023.

Submissions shall include the following:

1. Documentation on the firm, including qualifications to perform the services indicated in the scope of work and familiarity with the issues facing the Town.
2. A project schedule that demonstrates the project can be completed by December 2024.
3. Samples of work demonstrating the ability to complete the type of work as required in the Scope of Work. Name, phone number and email address of client contact.
4. A description of each staff member who will be involved with this project and a description of their role in the project. This description should identify the person that would be designated as the day-to-day Project Manager.
5. Minority and/or Women-Owned Business Enterprises (M/WBE) Requirements:
    a. Pursuant to NYS Executive Law Article 15-A and 5NYCRR Parts 142-144, for the purposes of this procurement, the NYS Department of State establishes an overall goal of 30% for M/WBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). These percentages are drawn from the grant award of $225,000, or 75-percent of the project. Therefore, for this consultant contract, it is assumed the M/WBE participation will be $67,500. For the purposes of meeting these participation goals, please identify whether the M/WBE will be the consultant, sub-consultant, or through a combination.

F. REVIEW PROCESS

Incomplete submissions that do not address all of the requested components and meet the minimum qualifications standards will not be accepted for review and consideration. The qualification submissions shall be evaluated as follows:

1. The Town Board shall assemble a Review Committee.
2. Each committee person shall review the qualification statement of each firm and rate them using the following criteria:
    a. Familiarity of the firm with the Town of Rotterdam;
    b. Experience of the firm with assignments of similar scope, size and complexity;
    c. Special knowledge relevant to project, including geographic area;

d. Quality and completeness of the response;
e. Technical approach;
f. Creativity including innovation and added value;
g. Qualifications of the project team;
h. Extent of participation by MBE/WBE firms; and
i. References.

3. The Committee shall meet and rank the firms from the most qualified to the least qualified. Issues and concerns raised during the ranking process will be discussed and firms will be contacted to clarify any questions or issues (if needed).
4. The Committee may then (if desired) invite the most qualified firm for a brief presentation and interview. Following satisfactory responses to any outstanding concerns and New York State Department of State approval, the most qualified firm will be notified of their selection.
5. After approval, the Town shall enter into negotiations with the number one ranked firm to finalize the project scope of services, project approach and project fee. Once the scope of services has been finalized, then the consultant shall present a detailed fee schedule. If the fee is not acceptable, the scope of services shall be revised/renegotiated. Changes in the proposed scope of services are subject to review and approval by the New York State Department of State.
6. If the Town and the Consultant cannot reach an agreement on the scope of services and/or fee, then the Town reserves the right to terminate negotiations and initiate negotiations with the second ranked firm.

The following schedule identifies the anticipated submission/award schedule:

Issuance of RFQ: Approved to Issue January 11, 2023 Town Board Meeting

Qualifications Due Date: February 10, 2023

Recommendation to Town Board and DOS: February 2023

Contract Award: March 2023

DRAFT

G. PROJECT ATTRIBUTION AND NUMBER OF COPIES

The Consultant must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department of State to the project. All final and public facing materials must include the Department of State logo and the following acknowledgment:

> *"This [document, report, map, etc] was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund. "*

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

A complete list of tasks is available in the attached Appendix 1: Department of State Attachment C – Work Plan.

DRAFT

ATTACHMENT C - WORK PLAN

Design and Construction of Kiwanis International Park Waterfront Access Improvements

1. Project Description

The Town of Rotterdam will design and construct waterfront access improvements at Kiwanis International Park on the Mohawk River. Improvements include the installation of a kayak launch, floating docks, a bulkhead along the shoreline, and landscaping. These improvements will expand water-dependent activities and promote public access to the Town's waterfront.

The Town of Rotterdam will procure contractors for the design, construction management and construction of the boat launch facility at Kiwanis International Park. The renovated boat launch facility and shoreline improvements will enhance the park creating a significant access point for fishing, kayaking and boating. The Town will provide a cash match towards the design and construction costs associated with rehabilitating the boat launch facility.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. All final and public facing materials must include the Department of State logo and the following acknowledgment:

> *"This [document, report, map, etc.] was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."*

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

Unless otherwise specified in the Work Plan tasks, the Contractor must submit all required products in the following formats:

- Draft products: one digital copy of each product must be submitted in Microsoft Word and Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution.
- Final products: one electronic copy of each product must be submitted in Microsoft Word, PDF (20 MB maximum), created using 300 dpi scanning resolution. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products and associated spatial data must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at

minimum, a file summary/abstract, intended use, data, source data, and author information.

- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo's GPS location where available).

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

The Contractor shall ensure the completion of the following tasks and submit products associated with each task:

Task 1: Project Initiation Meeting

The Contractor, the Department, and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements reached.

Task 2: Project Advisory Committee

Establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Procurement of Consultant (if applicable)

Prepare a Request for Proposals (RFP) or similar instrument (if applicable) including a complete project description with site conditions, expected final results, a schedule for completion, MWBE requirements, and criteria for selecting a preferred proposal. Consultant services requested shall include all applicable tasks, activities and responsibilities outlined in the "Project Components" section of this work program.

The Contractor must actively solicit bids for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (https://ny.newnycontracts.com/). The Contractor must retain records of the procurement process including direct solicitation to MWBEs; results; and any actions that its subcontractors have taken toward meeting MWBE contract participation goals. To demonstrate good faith efforts to achieve MWBE contract goals the following should be retained:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow-up;
- Written responses by MWBEs to the grantee/vendor's outreach;
- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;
- Description of how the scope of work maximizes opportunities for MWBE participation; and
- Description of how non-MWBE subcontractors' have engaged MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies.

NYS Department of State requires a licensed professional engineer, architect or landscape architect licensed to practice in New York State for preparation and certification of final designs and construction documents, and for supervision of construction.

Submit the RFP or similar instrument to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP or similar instrument released through advertisement in local papers, the New York State Contract Reporter, or other appropriate means. Documentation of procurement including direct solicitation to MWBEs and actions taken toward meeting MWBE contract participation goals.

Task 4: Subcontract and Compliance with Local Procurement Requirements

Prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

Incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s).

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that the Contractor fully complied with applicable provisions of General Municipal Law and with local procurement procedures. A procurement certification form will be supplied by the Department.

The Contractor's procurement record and consultant selection are subject to approval by the Department.

The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Executed subcontracts and written certification of compliance with procurement procedures.

Task 5: Project Advisory Committee Meetings

Hold a second project meeting with the consultant (if any) and Project Advisory Committee to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information which would assist in completion of the project.

The Project Advisory Committee shall meet regularly over the course of the project to guide project development and review findings and documents. Following each meeting, the Contractor, or its consultant(s) shall prepare and distribute a brief meeting summary including attendees, main topics discussed, decisions agreed upon by committee, and action items.

Products: Project Advisory Committee meetings. Written meeting summary of each meeting.

Task 6: Site Reconnaissance

Conduct site-specific reconnaissance, in preparation for design. Work may include, at a minimum, identification, analysis, and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure, including stormwater treatment structures
- Transportation/circulation systems (truck, car, bus, ferry, train, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Site constraints, needs, and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during the project initiation meeting. Maps and relevant data and information, submitted in either ArcGIS format, or similar product acceptable to the Department.

Task 7: Schematic Designs and Alternatives Analysis

Prepare schematic designs and alternative analysis of the facility or facilities, considering and including a summary of the following, as applicable:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and

- Impacts, if any, to state-designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

In consultation with the Department and the project advisory committee, the Contractor shall select the preferred schematic design as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of, or building upon, the alternative schematic designs.

Products: Alternative analysis and preferred schematic designs.

Task 8: Public Meeting

Hold public information meeting to solicit public input on the schematic designs to assist in selecting a preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared including any presentations or handouts.

Task 9: Permit Analysis and Pre-Permitting Meeting

Prepare an analysis of all federal, State, and local requirements for the selected schematic design alternative, such as necessary permits, reviews, and approvals. The analysis will include a written description of how requirements will be satisfied during development of the design. This analysis shall be submitted to appropriate project partners, permit review agencies, and the Department for review. A pre-permitting meeting with the Department and the identified federal, State, and local entities may be required to discuss revisions needed to satisfy regulatory requirements. The Contractor shall not work on developing final design prior to the Department approval of the permit analysis and Contractor response to comments from the pre-permitting meeting, if necessary.

Products: Written permit analysis. Pre-permitting meeting with identified entities. Contractor response to preliminary review comments by regulators.

Task 10: Design Development

Prepare draft and final designs based on the selected schematic design. The designs shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the project initiation meeting. The designs shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Products: Draft and final designs and supporting materials.

Task 11: Certified Construction Documents

Prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Construction shall not commence prior to addressing the Department's comments. Final construction

documents must be certified by a licensed professional engineer, architect or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 12: Environmental Quality Review

Prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If the lead agency makes a positive declaration of environmental impact, the Contractor shall prepare a Draft Environmental Impact Statement, advertise it as available for public review and comment, and complete the SEQRA process.

Products: SEQRA documents

Task 13: Permits

Prepare the necessary permit or other approval applications and obtain the required permits or approvals from regulatory agencies. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the Department for review and comment.

Potential permitting and approval agencies include:

- federal agencies such as the United States Army Corps of Engineers; Federal Highway Administration; Federal Aviation Administration; Federal Communication Commission; Federal Energy Regulatory Commission.

- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;

- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization to use or occupy State-owned lands or waters overlying those lands; the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and potential authorizing regional agencies such as Port Authority; St. Lawrence Seaway; Canal Corporation; Metropolitan Transportation Authority; CSX railroad; Amtrak; Adirondack Park Agency; Hudson River-Black River Regulating District.

- agencies of a regional, county, city, town, village, or special purpose district, including: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Demonstrate the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 14: Bid Process and Selection of Construction Subcontractor

Prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. The bid invitation shall require the respondents to demonstrate ability to satisfy any applicable MWBE requirements. Prior to distributing the bid invitation, the Contractor shall submit the bid invitation to the Department for review and comment.

Select the construction subcontractor(s) from the bid respondents and prepare a draft contract or contract(s). The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor must actively solicit bids for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (https://ny.newnycontracts.com/). To demonstrate good faith efforts to achieve MWBE contract goals the following should be retained:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow up;
- Written responses by MWBEs to the grantee/vendor's outreach;
- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;
- Description of how non-MWBE subcontractors' have engaged MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies.

Submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures. Documentation of procurement including direct solicitation to MWBEs and actions taken toward meeting MWBE contract participation goals.

Task 15: Installation of Project Sign

Prior to the start of construction, install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign shall remain in place for the useful life of the improvements undertaken. To assist communities in fulfilling this requirement, the Department has developed an attractive low-cost informational sign. A Sign Order Form is available upon request from the Department.

Products: Department-approved sign design, and photo-documentation that sign is installed in project area.

Task 16: Construction, Construction Management and Site Inspection

After receipt of all necessary permits, site preparation and construction work may begin according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify the Department at regular intervals of work progress, including any delays which have occurred.

The Contractor, its consultant(s), and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

Products: Written summary of periodic site visits including photo-documentation (pre-construction, during construction, and once the project is completed) and identification of any problems that need to be addressed.

Task 17: Project Completion

Submit a statement that the work has been completed in accordance with the contract, the final design and construction specifications, and all permit requirements. The completion statement must be certified by a licensed professional engineer, architect, or landscape architect. The Contractor shall submit a set of as-built plans, certified by a licensed professional engineer, architect, or landscape architect. The Contractor shall submit photo-documentation in the form of digital images of the completed project. The Department will not reimburse the Contractor for payment to consultant(s) or subcontractor(s) until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and photo-documentation (including the photo GPS location where available)

Task 18: MWBE Reporting

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form C - Workforce Employment Utilization to report the actual work force utilized for this contract broken down by specified categories (every March 31, June 30, September 30 and December 31).

- Submit Form D - MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).

- Record payments to MWBE subcontractors using DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the "Contact Us & Support" link.

Products: Ongoing reporting through NYSCS during the life of the contract. Form C submitted on a quarterly basis and Form D submitted as necessary.

Task 19: Project Status Reports

Submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to the Department during the life of the contract.

Task 20: Final Project Summary Report and Measurable Results

Submit the Final Project Summary Report and Measurable Results electronically at: https://forms.office.com/g/eZERFeEeKM.

Products: Final Project Summary Report and Measurable Results submitted to the Department.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products, M/WBE forms, and payment requests including backup documentation.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project initiation meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

RESOLUTION NO. 101.23

CALL FOR BIDS FOR SODIUM HEXAMETAPHOSPHATE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by March 10, 2023, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

SODIUM HEXAMETAPHOSPHATE

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., MARCH 10, 2023

The Town Board reserves the right to reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: February 22, 2023
BidNet: Please publish on February 24, 2023
Daily Gazette: Please publish on February 25, 2023
Town Clerk Post

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: February 8th, 2023

TO: Supervisor, Mollie A. Collins

FROM: Justin Peterson, Sr. Water Treatment Plant Operator

TITLE OF LEGISLATIVE REQUEST: Call for bids, Sodium Hexametaphosphate

TO BE PLACED ON TOWN BOARD AGENDA OF: February 22, 2023

TO BE PLACED ON TOWN BOARD MEETING OF: February 22, 2023

Background Information: Provide water treatment chemicals for the year 2023.

Evaluation/Analysis: According to Town Policy

Recommendation(s): Town Board call for bids to provide Sodium Hexametaphosphate for 2023.

Attachment/Documents(s): None

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): None

LEGISLATION WAS PREPARED BY: Justin Peterson, Sr. Water Treatment Plant Operator

Town of Rotterdam

Request for Bids

SODIUM HEXAMETAPHOSPHATE

Bid Opening:

Friday March 10, 2023

@ 10:00 A.M.

TOWN OF ROTTERDAM
BID FORM

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

SODIUM HEXAMETAPHOSPHATE
Minimum amount required: 18,000 lbs.

Unit price per 50-pounds delivered to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York 12306.

Price per 50 lbs: $_____

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

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

_____
Signature

_____
Name of Company or Corporation

_____
Address

_____
City ***State*** ***Zip***

Town of Rotterdam

SODIUM HEXAMETAPHOSPHATE

Detailed Specifications

This proposal will consist of furnishing Sodium Hexametaphosphate, required for a 12-month period for Water District #5 of the Town of Rotterdam, according to the following specifications:

Sodium Hexametaphosphate: According to AWWA Standard B502-17, and the following supplementary specifications:

Section 3: Definitions - 6. Sodium polyphosphate, glassy: A glassy solid that is a soluble sodium phosphate containing Na2O and P2O5 in a molar ratio of approximately 1.1 Na2O to 1.0 P2O5. It is an amorphous mixture of long-chain polyphosphates with the formula Nan+2Pn0n+l. The approximate value of n is either 12-16 or 18-21.

Section 4.1: Physical Requirements - Material shall be glass plate type only. Pulverized or granular/powder form is not acceptable. Material shall be manufactured and produced in the U.S.A. Materials manufactured in foreign countries will not be acceptable.

Section 6.1: Marking - An Affidavit of Compliance shall be furnished with the shipment, attesting that the sodium hexametaphosphate furnished under the purchaser's specifications complies with all applicable specifications of this standard.

Section 6.2: Packaging and Shipping: - The material shall be furnished in 50 lb. moisture proof bags. Material shall include Freight on Board (F.O.B.) charges to Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York. Material shall be delivered in a minimum of 2 shipments.

NOTE: A straight delivery truck or short trailer is necessary, and an electric pallet jack is required for delivery. Pallets are to be placed inside of the building. Delivery requires 1 days' notice from the carrier.

Questions should be submitted in writing to Justin Peterson, Town of Rotterdam Water Treatment Plant – jpeterson@rotterdamny.org or by calling 518-393-1131.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 10, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. March 10, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

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

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

8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

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

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

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

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

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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

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

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

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

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

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the

status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to

have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 102.23

CALL FOR BIDS FOR ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by March 7, 2023 at 10:00 A.M., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00A.M., MARCH 7, 2023

The town board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: February 22, 2023
BidNet: Please publish on February 24, 2023
Daily Gazette: Please publish once on February 25, 2023
Town Clerk Post

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 14, 2023
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Call to Bid for One (1) New Pak Mor R100C Smooth Side 20yd Body
TOWN BOARD MEETING:	February 22, 2023
Background Information:	Re-bidding due to lack entries. Replacement of a Packer body on a 2004 Freightliner Truck.
Evaluation/Analysis:	After evaluation of the unit, it was determined that the overall condition of the truck and chassis is good. Replacement of the packer body due to its age and wear was deemed necessary and would be most cost effective rather than replacing the whole unit which would include the truck and chassis.
Recommendation(s):	The Town Board to place on Bidnet.
Attachment/Document(s):	Bid Package
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law Section 103
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Request for Bids

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

Bid Opening:

Tuesday, March 7, 2023

@ 10:00 A.M.

TOWN OF ROTTERDAM

BID FORM

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

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

Town of Rotterdam

Chlorine Gas

Detailed Specifications

New Pak Mor R100C Smooth Side 20yd Body Specification:

Qty	Description
1	• New Pak Mor R100C Smooth Side 20yd Body • Standard Body for 138" CA • 2.0 cu yd Loading Hopper • 4" Pack & Sweep Cylinder • Hot Shift PTO for Automatic • 29 GPM Pump • 49Gal Frame Mounted Oil Reservoir • 4 Light Strobe System- MTD on 4 corners of Body • 2 Hopper Lights • Buzzer System • Power Shut off Switch • Rear view Camera • Installed & Painted White The Town of Rotterdam will supply a clean & obstruction free Chassis for installation. Bidder agrees to deliver all products and services within 120 days from the awarded Bid date. **NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.**

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on March 7, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. March 7, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

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

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

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

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

8. The Town Board reserves the right to reject any or all bids and re-advertise.

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

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

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

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

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

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

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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

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

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

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

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

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the

status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to

have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 103.23

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SCHEMATIC DESIGN PHASE FOR THE NEW HIGHWAY GARAGE

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 and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for Schematic Design Phase services for a new Highway Garage, located at West Campbell Road, Rotterdam New York 12306, for a lump sum fee not to exceed seventy-five thousand and 00/100 ($75,000.00) dollars.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 16, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services- Schematic Design Phase Services for a new Highway Garage.
TOWN BOARD MEETING:	February 22, 2023
Background Information:	Pursuant to Resolution 63.19, the Town Board authorized Barton & Loguidice to prepare a conceptual design with floor plan options for a new highway garage. The work resulted in a preferred preliminary floor plan option and conceptual rendering of the new highway garage at the West Campbell Road site.
Evaluation/Analysis:	Advance the design of the new highway garage to the Schematic Design phase consisting of preliminary building plans, sections, elevations, major building systems and equipment (hvac, electrical, roof, etc.), site, utilities, building materials, and development of project cost estimate.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed $75,000.00 for the Schematic Design Phase Services for the design of a new Highway Garage.
Attachment/Document(s):	Barton & Loguidice agreement dated February 22, 2023 and Resolution 63.19.
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 Fourteenth day of February in the year 2023
(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)

Construction of a new Department of Public Works Highway Garage for the Town of Rotterdam, to be located at West Campbell Road, Rotterdam, New York.

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 Sections:
3.2 Schematic Design Phase Services

The following Sections are excluded from this agreement:
3.3 Design Development Services
3.4 Construction Documents Phase Services
3.5 Procurement Phase Services
3.6 Construction Phase Services

The Owner and Architect agree as follows.

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.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

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 for the Town, dated March 2019, See Exhibit A.

§ 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.)

New building construction totaling approximately 27,530 square feet to be sited at the Town of Rotterdam property located at West Campbell Road, Rotterdam, NY. The project will be based on the information provided in Exhibit A, per 1.1.1 above.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined based on the schematic design and cost estimate that is to be developed

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

Init.
/

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

.1 Design phase milestone dates, if any:

To be determined (TBD), Schematic Design: estimated to start April 2023

.2 Construction commencement date:

To be determined (TBD)

.3 Substantial Completion date or dates:

To be determined (TBD)

.4 Other milestone dates:

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 (Wicks 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.)

.1
(Paragraphs deleted)
To be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Donald H. Fletcher, P.E., Senior Vice President
Barton & Loguidice, DPC.
10 Airline Drive, Suite 200

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

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.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1

(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 "Engineer" throughout the entirety of the 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.

§ 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.

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

§ 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 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

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1834304564)

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 Schematic Design Phase Services

§ 3.2.1 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.

§ 3.2.2 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.

§ 3.2.3 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.

§ 3.2.4 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.

§ 3.2.5 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.

§ 3.2.5.1 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.

§ 3.2.5.2 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.

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 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 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

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1834304564)

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.

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

§ 3.3.3 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.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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 3.6.4.

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

§ 3.4.3 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.

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

§ 3.4.5 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.

§ 3.5 Procurement Phase Services

§ 3.5.1 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.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 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.

§ 3.5.2.3 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.

§ 3.5.3 Negotiated Proposals

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

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

§ 3.5.3.2 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.

§ 3.5.3.3 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.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, but only to the extent as specifically described and included in Exhibit B.. 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.

§ 3.6.1.2 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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 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.

§ 3.6.2.2 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 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.

§ 3.6.2.3 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.

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1834304564)

§ 3.6.2.4 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.

§ 3.6.2.5 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.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review the amounts due the Contractor and shall issue certificates in such amounts. The Architect's review 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.

§ 3.6.3.2 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.

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

§ 3.6.4 Submittals

§ 3.6.4.1 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.

§ 3.6.4.2 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 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.

§ 3.6.4.3 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.

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

§ 3.6.4.4 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.

§ 3.6.4.5 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.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 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.

§ 3.6.6.2 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.

§ 3.6.6.3 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.

§ 3.6.6.4 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.

§ 3.6.6.5 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.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

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	Architect
§ 4.1.1.9 Landscape design	Architect
§ 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
§ 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.)

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 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;

.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;

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

.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.

§ 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.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

§ 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 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

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1834304564)

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.

§ 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

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

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 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.)

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

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.)

.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.

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

§ 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, as modified in writing by Owner, Architect and Contractor and expressly agreed to by Architect.

§ 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, or would impose duty on the Architect without its written consent.

§ 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 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):
Seventy Five Thousand Dollars ($75,000)

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

A. Scope of Architects Basic Services:	Phase Cost:
3.2 Schematic Design Phase Services	$75,000
3.3 Design Development Phase Services	Not Included
3.4 Construction Documents Phase Services	Not Included
3.5 Procurement Phase Services	Not Included
3.6 Construction Phase Services	Not Included

(Paragraphs deleted)

Total: $75,000

§ 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 2023

§ 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
(Paragraphs deleted)
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 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 2023
(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;

(Paragraphs deleted)

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

.4 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)

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

.6 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 required insurances required from the Architects 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

§ 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

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

.2

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

(Paragraphs deleted)

Exhibits:

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

[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 Design Drawings prepared by Barton & Loguidice, DPC., dated March 2019

(Paragraphs deleted)

Exhibit B: Barton & Loguidice Billing Rates for Calendar Year 2023

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

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

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 14:48:38 ET on 02/15/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1834304564)

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 on Wednesday February 27, 2019 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 63.19

THEREFORE, UPON MOTION OF Councilmember SIGNORE, seconded by Councilmember CHRISTOU,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to execute a contract with Barton & Loguidice, P.C. located at 10 Airline Drive, Suite 200, Albany, New York 12205, to provide engineering services for a broader scope of work related to the creation of a salt shed, compost transfer facility, and highway garage, in an amount not to exceed fifty eight thousand six hundred and 00/100 dollars ($58,600.00).

SECTION 2. This resolution shall become effective February 27, 2019.

DATED: February 27, 2019

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone	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 27, 2019 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's Office.

I DO FUTHER 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 28, 2019.

Diane M. Marco, Town Clerk

Barton & Loguidice

February 11, 2019

Steven Tommasone, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Proposed Rotterdam Highway Garage Facility
Subj: Proposal for Professional Services
File: 904.035.001

Dear Mr. Tommasone:

Thank you for your authorization of Barton & Loguidice, D.P.C. (B&L) to assist the Town of Rotterdam (Town) with professional services associated with the development of a new Town of Rotterdam Highway Garage complex that includes a new highway garage building, salt barn, yard waste transfer operations, parking and stormwater management practices. While the Town Board's Resolution 356-18, dated December 12, 2018, initially authorized $49,000.00 for B&L to commence design services, this proposal presents the broader scope and fees that include, but may not be limited to, the following items described herein.

SCOPE OF SERVICES

1. PERMITTING SERVICES
   The following permits are anticipated to be required prior to establishing operations of the yard waste transfer facility at the property. This permitting scope excludes other permits that will be required prior to construction (i.e., County Highway work permit, Building permit, water and sewer connection permits).

   A. SEQRA Review
      For the purposes of SEQRA review, the Project's SEQRA documentation will be prepared to constitute both the pending subdivision action and site plan action. On behalf of the Town, we 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. 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 also will prepare and distribute correspondence to interested and involved agencies relative to SEQRA review.

B. SWPPP and Erosion Control Plan

For compliance with NYSDEC's Stormwater General Permit, B&L will prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with NYSDEC requirements that includes:

- Field testing of soils, performed by a subconsultant, in the specific locations of proposed stormwater management practices. It is our understanding that the Town may be able to provide the equipment and operator to perform excavations for the soil tests.
- Computer analysis of pre-construction and post-construction peak runoff rates.
- Design of post-construction management practices, outlet controls and related drainage piping.
- A completed Notice of Intent (NOI) form.
- Erosion and sediment control plans and details.
- Operations and maintenance information for the permanent stormwater practices.

It is anticipated that the Town Board's approval of the Site Plan will have a condition that the SWPPP will be developed in compliance with NYSDEC's SPDES General Permit for Stormwater Discharges from Construction Activity. The SWPPP will be submitted to the Town's Stormwater Management Officer for review any comment prior to the Town submitting the Notice of Intent (NOI) prior to construction activity.

C. Yard Waste Transfer Facility Registration

It is our understanding that the Town would like to continue to operate their yard waste collection for residents as they currently are; picking up yard waste (leaves, grass clippings, and small brush), consolidating yard waste at one location, grinding yard waste to a more manageable particle size, and then transferring the material onto contracted privately-owned transfer vehicles to be transported to a permitted disposal/processing facility. We understand that the Town does not actually compost the yard waste, rather just transfers the yard waste to another entity.

The key component of yard waste management is how grass clippings are handled. It is our understanding that grinding of yard waste, including grass clippings, is not an allowable action under a Transfer Facility Registration (Part 362-3). However, grinding of yard waste, excluding grass clippings, is an allowable action under the regulations for a Mulching Facility, and in the quantities typically processed by the Town, would be an exempt activity (Part 361-4). Separating the grass from the other materials, however may prove difficult for the Town given their current method of curbside pick-up.

Scope includes conversations and coordination with the Town and the NYSDEC, to assist in determining the most appropriate regulatory approach to satisfy all parties. For the purposes of this scope, our approach is framed to obtain the goal of a registered facility, or even exempted, thus avoiding the more costly threshold of a permitted facility. The subsequent task services will consist of developing the required NYSDEC Registration Application Package along with a Registration Plan describing operation and maintenance (O&M) requirements. We anticipate these documents would fulfill the requirements for registered facilities under NYCRR Part

360.15 and 360.19 as well as the relevant sections of Part 361 or 362 as referenced above. The detailed scope of services is provided below:

Task 1. Discussions with the Town and NYSDEC
Facilitate conference calls, and, if necessary in person meetings with representative of the Town and NYSDEC to determine the best approach for regulatory compliance while balancing cost and operational efficiency on the Town's behalf.

Task 2. Registration (if required)
Assist the Town by preparing the Registration documents for a Yard Waste Transfer Station facility. Construction of a yard waste transfer station facility of this size is a ministerial action and is, therefore, not subject to SEQRA.

Task 3. Registration Plan (if required)
If the subject facility is determined to be registration level, then a Registration Plan will be required to be submitted to the NYSDEC as part of the registration application. B&L will conduct a conference call (or in person meeting if preferred) with Town representative(s) to understand the existing equipment available for operations and for the general operating procedures, methods, etc. that were in place at the Town's previously operational facility. B&L will use this information, along with the NYSDEC requirements, to develop a Registration Plan for submittal to NYSDEC for review. Scope is based on the Town providing the necessary detail of the conceptual design to complete the Registration Plan.

The contents of a Registration Plan prepared by B&L would generally discuss the following:

- System Description and Responsibility
- Process Control
- Control of Site Access
- Recordkeeping
- Emergency Numbers
- Control Program for Unauthorized Waste
- Confinement of Solid Waste
- Controls for dust, odors and vectors
- Noise Levels
- Closure procedures

Task 4. Site Plan Design Contribution
A conceptual site plan exhibit and stormwater management plan will be required for NYSDEC review of the Registration Application Package. Under this task, the preliminary site development plans generated as part of other phases of site development will be reviewed by our solid waste staff and modified as necessary for use in the Registration Package. In addition, B&L solid waste staff will participate during overall site development design to ensure compliance with siting of the yard waste transfer facility and stormwater requirements relative to the overall operation of the facility.

2. DESIGN SERVICES

A. Topographic Survey

As noted on the documents submitted by others to NYSDEC for the Mining Permit Application, the last known topographic data for the project site was performed in August 2017. The site has been actively mined since that period. Therefore, B&L has engaged a subconsultant professional land surveyor to produce an updated topographic survey of the 8± acre parcel for purposes of design. The topographic data generated from this scope will be used to update the base map that contains property line and easement data which has already been prepared by ABD Engineers, LLC.

Survey scope excludes boundary and/or easement related services, which we understand will be prepared by ABD Engineers, LLC as separate and distinct subdivision application sponsored by the current property owner.

B. Facility Programming

Concept Design

- Facilitate a kick-off meeting (held on January 29, 2019) with the Town to obtain the background and supporting information required for the Project's buildings. We will also discuss the space program layout, conceptual site plan and anticipated "self-help" items that the Town would be willing to perform for the project. The desired size, configuration and targeted budget will be discussed. Future personnel projections, adjacency arrangements for staff, current and future equipment and space needs, desired decorative/architectural features, internal operations, number of truck bays, building uses, office requirements, current and future maintenance operations, deliveries, etc. will be discussed and determined at the meeting. Key Town personnel should attend the meeting and be prepared with the aforementioned information, to the extent possible, prior to the meeting.
- Review and identify required programming issues to ensure compliance with the Building Code of New York State. Based upon the information gathered, a conceptual floor plan arrangement will be developed for the proposed facility.
- Prepare a feasible Concept Building and Site Layout Plan, showing space layout and adjacency within the building, the arrangement of new and existing buildings on the site, limits of driveways and parking, storage areas, as well as areas reserved for stormwater management. Submit draft layout plans to the Town for review and comment.

Preliminary Design

- Develop up to three (3) preliminary floor plan layout options for the Garage for review by the Town. Attend one (1) workshop-style meeting with the designated Town staff to review the preliminary floor plan layouts and further discuss design concepts and the space needs.
- Based upon the information gathered in the above tasks and the Town's selected preliminary floor plan option, the arrangement would then be refined and progressed as the basis of design.

- Provide the Town with conceptual graphic renderings of the proposed building exterior, typical building sections, final preliminary floor plan arrangement, and an opinion of probable construction cost for the new facility.
- Meet with the Town to review the preliminary floor plan and site plan. Based on the comments received, B&L will finalize the preliminary space program layout for the proposed Highway Garage facility to include a typical building section and generic building elevations for either a pre-engineered metal building or a pre-engineered timber framed building option. An opinion of probable project cost will be developed for the selected building type option.
- Upon receipt of any review comments and approval from the Town, B&L will make necessary adjustments and submit six (6) bound originals of the final space program, building sections, building elevations, site plan layout and opinion of probable project costs for the project and one (1) electronic .PDF file to the Town.

Scope excludes final design development drawings, which can be presented in a scope and fee amendment once the preliminary design phase has been completed.

C. 30% Preliminary Site Design

It is our understanding that that Planning Board will defer the Site Plan review to the Town Board. In order to navigate the local permitting processes of SEQRA and Site Plan Review, our representatives will need to attend a series of Town Board public meetings. Scope is based on the anticipated three (3) public municipal meetings described below. If additional public meetings are necessary, then additional fees will be quoted at the appropriate time in the future.

- Meeting #1 – SEQRA Declaration of Intent to be Lead Agency (occurred on January 9, 2019)
- Meeting #2 – SEQRA Establish Lead Agency status, and SEQRA Lead Agency determination (anticipated for February 13, 2019).
- Meeting #3 – Site plan final review decision (anticipated for February 27, 2019).

The Town-selected Garage Layout Plan generated under the scope heading of "Facility Programming" will be used in the Preliminary Site Plan package. The Preliminary Site Plan will essentially be 30% Design Level for purposes of municipal permitting. B&L will prepare and submit an application package to the Town Board for review that includes the following materials:

- Project Narrative
- Site Layout Plan – showing locations of structures, limits of pavement, parking, vehicle circulation routes and utility routes for water and sewer connections.
- Site Grading Plan – showing limits of land disturbance, existing contours, proposed 1-foot contours, and stormwater management areas.
- Site Utility Plan – showing water and sewer service laterals connecting to available mains.

Upon approval of the Preliminary Site Plan by the Town Board, then the Site Plan will be advanced to design development and construction drawings under a separate scope and fee.

3. EVALUATE FUNDING SOURCES
   In July 2018, B&L prepared a grant funding application on behalf of the Town for the Salt Barn facility through the Water Quality Improvements Grant Program as administered by the NYSDEC. Such grant funds are available for up to 75-percent of the total construction costs. In December 2018, NYSDEC announced that the Town of Rotterdam's application was unsuccessful.

   Scope includes arranging a debrief meeting with the NYSDEC as to why the 2018 funding application was not successful, and to gain insight on how to improve a re-application in 2019. Scope also includes revising and resubmitting a grant application in July 2019 for consideration and a possible funding award in December 2019 for the Salt Barn.

TECHNICAL ASSUMPTIONS

1. The property owner will have the following items completed in time for a closing sale transaction to occur on or before April 1, 2019:
   - Written correspondence relief from the NYSDEC's Consent Order, dated October 19, 2018, about mining violations.
   - Written correspondence relief from the Town's Stop Work Order, dated January 4, 2019, about SWPPP and erosion control violations.
   - Filing of a Notice of Termination (NOT) for the existing Stormwater Permit assigned to the current property owner.
2. Excludes boundary and/or easement related services, which we understand will be prepared by ABD Engineers, LLC as separate and distinct subdivision application sponsored by the property owner.
3. Preliminary Site Plan design scope is based on boundary and other pertinent property information generated by ABD Engineers, LLP.
4. The Town may have the equipment and operator resources to provide for necessary soil testing related to stormwater management practices.
5. Excludes traffic study for the proposed DPW Garage.
6. Excludes geotechnical subsurface investigation. However, this is a service that will eventually be required prior to final design development of structure foundations.
7. Excludes preparation of Design Development drawings, Construction Documents, Bid Phase and Construction Phase services.

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
	B. SWPPP and Erosion Control Plan	$ 15,000	Lump Sum
	C. Yard Waste Transfer Facility Registration	$ 12,800	Lump Sum
	PERMITTING SERVICES (subtotal)	$ 32,800	Lump Sum
2.	DESIGN SERVICES		
	A. Topographic Survey	$ 11,300	Lump Sum
	B. Facility Programming (Concept & Preliminary)	$ 26,500	Lump Sum
	C. 30% Preliminary Site Design	$ 33,000	Lump Sum
	DESIGN SERVICES (subtotal)	$ 70,800	Lump Sum
3.	EVALUATE FUNDING SOURCES	$ 4,000	Lump Sum
	TOTAL FEES	**$ 107,600**	**Lump Sum**

If additional services are requested, they will be provided at our standard billing rates in effect at the time the services are requested.

CLOSING

If this proposal is found to be acceptable to the Town, this work can be authorized by signing the authorization below, and returning one (1) copy of the proposal to our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

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

DHF/stf
Attachment: Terms and Conditions

Authorization

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

Steve Tommasone, Supervisor
Town of Rotterdam

FEBRUARY 27, 2019
Date

Z:\BL-Vault\ID2\18217AD2-1C71-4823-8927-99D5C4054147\0\1683000-1683999\1683977\L\L\2019-02-11 Ltr Proposal DPW Garage (ID 1683977).Docx

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement
Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services
If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination
If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law
This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries
Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution
Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims
All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

RESOLUTION NO. 104.23

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE RENOVATIONS TO THE ROTTERDAM TOWN HALL

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 and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services consisting of design and construction phase services for renovations to the Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam New York, 12306, for a total lump sum not to exceed two hundred fifty thousand and 00/100 ($250,000.00) dollars.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 16, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Agreement for Design and Construction Phase Engineering Services for renovations to Rotterdam Town Hall.
TOWN BOARD MEETING:	February 22, 2023
Background Information:	Pursuant to Resolutions Nos. 150.20, 74.21, and 172.21, the Town Board authorized Barton & Loguidice to prepare design and bidding documents for renovations to Town Hall. The work, approved by these resolutions, was suspended when the Town Board pivoted and approved resolutions to relocate Town facilities to Via Port. After performing comprehensive evaluations, detailed contract drawings, and life cycle cost analysis of leasing vs. town ownership, the lease option was determined to be cost prohibitive long term. The lease agreement was terminated by Town Board resolution due to a procedural flaw.
Evaluation/Analysis:	Renovation to Town Hall are required to upgrade critical systems including: roof, HVAC rooftop air handling unit, removal of building columns in the meeting room, exterior brick façade/EIFS replacement, fire alarm system upgrades, replacement of exterior doors and windows, and exterior foundation repair/resurfacing.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed $250,000.00 for the design and construction phase services for renovations to Town Hall.

Attachment/Document(s):	Barton & Loguidice agreement dated February 22, 2023.
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 Fifteenth day of February in the year 2023
(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, NY 12205

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

Renovations to the Rotterdam Town Hall. The scope of the project includes:

1. Building Roof Replacement;
2. HVAC Roof Top Air-Handling Unit Upgrade;
3. Removal of Building Columns (3 total) in the meeting room;
4. Exterior Brick Façade/EIFS Replacement;
5. Fire Alarm System upgrades;
6. Replacement of Exterior Doors, and Windows;
7. Exterior Foundation Repair/Resurfacing

Barton & Loguidice, DPC. is authorized by the Town of Rotterdam to create project construction documents in accordance with Article 3 Scope of Architects Basic Services.

The Owner and Architect agree as follows.

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.

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

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 is based on the following scope:

1. Roof Replacement – Total roof replacement of the facility with a new 30 year EPDM roofing system. Approximate Roof Area is 8,700 square feet;
2. HVAC – Replace roof top air-handling unit RT-5 (25 Ton Unit Capacity), unit is past its recommended life expectancy;
3. Column Removal. The Town would like (3) columns removed from the Board/Meeting Room that obstruct view and function of the room;
4. Exterior Brick Façade/EIFS Repair – There is approximately 3,000 square feet of existing brick façade that is failing. The majority of the system is a simulated thin brick veneer (about 1/2" thick), applied over the original brick façade. There is also a wall section of EIFS above the low roof. These systems are in poor condition and deteriorated. These systems will be reviewed for replacement with a new rain screen panelized exterior wall system of either a metal or cementitious style product;
5. Fire Alarm System – The existing building fire alarm system will be reviewed for replacement. The existing system is outdated and past its recommended life expectancy;
6. Exterior Window & Door Systems - Replace the existing outdated and deteriorated exterior window systems with a new aluminum framed window system, maintaining the character of the existing building. Replace deteriorated exterior doors and entrances with new aluminum entry systems;

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

7. Exterior Foundation Repair/Resurfacing – The existing above grade foundations have areas of damaged surfaces, and the exposed finish is deteriorating. These conditions will be reviewed for repair, re-parging, finishing, and painting.

§ 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 Town Hall is an existing 3-Story structure, totaling approximately 22,000 square feet and located at 1100 Sunrise Boulevard, Rotterdam, NY.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To Be Determined

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

.1 Design phase milestone dates, if any:

To be determined (TBD), Estimated March 2023 – July 2023

.2 Construction commencement date:

To be determined (TBD), Estimated September 2023 – August 2024

.3 Substantial Completion date or dates:

To be determined (TBD), Estimated September 2024

.4 Other milestone dates:

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 (Wicks 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

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

§ 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.)

.1
(Paragraphs deleted)
To be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

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

§ 1.1.11.1 Consultants retained under Basic Services:
.1
(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 "Engineer" throughout the entirety of the 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.

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

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.

§ 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.

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

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 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 Schematic Design Phase Services

§ 3.2.1 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.

§ 3.2.2 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.

§ 3.2.3 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.

§ 3.2.4 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.

§ 3.2.5 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.

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

§ 3.2.5.1 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.

§ 3.2.5.2 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.

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 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 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.

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

§ 3.3.3 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.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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 3.6.4.

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

§ 3.4.3 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.

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

§ 3.4.5 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.

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199807)

§ 3.5 Procurement Phase Services

§ 3.5.1 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.

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 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.

§ 3.5.2.3 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.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 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.

§ 3.5.3.3 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.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, but only to the extent as specifically described and included in Exhibit B.. 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.

§ 3.6.1.2 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.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

Init. / AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 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.

§ 3.6.2.2 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 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.

§ 3.6.2.3 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.

§ 3.6.2.4 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.

§ 3.6.2.5 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.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review the amounts due the Contractor and shall issue certificates in such amounts. The Architect's review 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.

§ 3.6.3.2 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.

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

§ 3.6.4 Submittals

§ 3.6.4.1 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

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

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.

§ 3.6.4.2 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 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.

§ 3.6.4.3 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.

§ 3.6.4.4 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.

§ 3.6.4.5 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.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 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.

§ 3.6.6.2 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.

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

§ 3.6.6.3 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.

§ 3.6.6.4 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.

§ 3.6.6.5 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	Architect
§ 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	Not Provided
§ 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	Not Provided
§ 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	Not Provided

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	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.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 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;

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

.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;
.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 Sixteen (16) 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 Twenty Four (24) 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.

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

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.

§ 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.

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

§ 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 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.

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

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.

§ 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.

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

§ 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 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)

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.

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

§ 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.)

.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.

§ 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, as modified in writing by Owner, Architect and Contractor and expressly agreed to by Architect.

§ 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, or would impose duty on the Architect without its written consent.

§ 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.

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

§ 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 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):

A. Scope of Architects Basic Services:		Phase Cost:
3.2 Schematic Design Phase Services		$30,000
3.3 Design Development Phase Services		$40,000
3.4 Construction Documents Phase Services		$50,000
3.5 Procurement Phase Services		$10,000
3.6 Construction Phase Services		$70,000
	Sub Total:	$200,000

B. Site Observation during Construction:

a. B&L will provide periodic site observation during construction based on the following:

i. 400 Hours Billable Hours

ii. Billing Rate: $125 per hour

iii. Total Site Observation Cost: $50,000

Total Fee: Two-Hundred Fifty Thousand Dollars ($250,000)

§ 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 A, Barton & Loguidice Billing Rates for Calendar Year 2023

§ 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:

Init. /

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5
(Paragraphs deleted)
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 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 A, Barton & Loguidice Billing Rates for Calendar Year 2023
(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;

(Paragraphs deleted)

.4 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)

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

.6 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 required insurances required from the Architects 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.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

(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

§ 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

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

.2

(Paragraphs deleted)

Exhibits:

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

[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.)

(Paragraphs deleted)

Exhibit A: Barton & Loguidice Billing Rates for Calendar Year 2023

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

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

Init.
/
AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:44:02 ET on 02/16/2023 under Order No.2114348118 which expires on 08/21/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (963199607)

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 on Wednesday, May 13, 2020 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 152.20

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember MILLER-HERRERA,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The town supervisor is hereby authorized to enter into an agreement with Barton & Loguidice, P.C., located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services for Rotterdam Town Hall Building Renovations, in an amount not to exceed thirty thousand and 00/100 dollars ($30,000.00).

SECTION 2. This resolution shall become effective May 13, 2020.

DATED: May 13, 2020

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli		X	
Miller-Herrera	X		
Signore	X		
Tommasone	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 May 13, 2020 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's Office.

I DO FUTHER 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 May 18, 2020.

Diane M. Marco, Town Clerk

Barton
&Loguidice

April 30, 2020

Mickey Maher
Town of Rotterdam Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Rotterdam Town Hall Building Renovations
File: 704.3040

Dear Mr. Maher:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide this proposal for professional services related to the programming and conceptual design phase of the Rotterdam Town Hall Building Renovations at 1100 Sunrise Boulevard, Rotterdam, New York.

This proposal is a result of our February 14, 2020 building walkthrough with you and our Don Fletcher. We met to discuss the objectives and goals for the renovation of the facility. Based on our discussions, the Town of Rotterdam has chosen to proceed with the programming and conceptual design alternatives for renovations to the Town Hall facility. The conceived renovations would generally include:

- Complete roof replacement of second story roof;
- Replacement of doors and windows;
- Removal of two (2) building columns in the meeting room;
- Exterior façade improvements;
- Upgrades to existing toilet rooms;
- Reprogramming of spaces throughout the first, second, and third floors; and
- New building signage and wayfinding.

Our methodology during the programming and conceptual design phases 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 the design will be developed in accordance with the needs of the buildings' end users, and the Town's values, needs and economic goals. As discussed, several initial goals for the space programming include:

- Re-evaluate the building program and current space adjacencies to improve the interior usage and public access flow of the building.
- Improving department efficiencies by relocating smaller departments that are currently occupying larger spaces that are not centrally located for access by the public.
- Improved signage at the public entrance, allowing for improved circulation and access to key departments.

To assist the Town of Rotterdam, B&L proposes to provide the following engineering services for the Space Programming and Conceptual Design Plans for the Town Hall Building Renovations:

Scope of Services

Hazardous Building Material Assessment

Physically survey and sample suspect building materials located in all accessible areas of the multi-story facility that includes built-out interior space. The building will be subject to a pre-renovation survey for ACM in accordance with NYSDOL ICR56 regulations. Our approach is defined below.

- Certified building inspectors will review, to the extent feasible, suspect ACM used in the construction of the building. This survey will include review of interior and exterior materials. Some invasive survey methods will be used to access and locate potential concealed materials for sampling.
- Triplicate bulk samples will be collected from each homogeneous material in the building with the exclusion of non-friable organically bound materials (NOBs). Triplicate sampling is recommended by the U.S. EPA as a means of reducing erroneous findings due to random variations in asbestos content or analytical error. At least two samples of homogeneous NOBs will be collected and composited for analysis.
- Sample locations and asbestos containing materials will be recorded on single line CADD or hand-drawn diagrams (not to scale) by B&L inspectors. The drawings will be marked up to depict sample locations and material type.
- Asbestos containing products will be assumed to be ACM and will not be sampled based on the discretion of the project inspectors.
- Serial analysis will be performed on triplicate sets of samples at an appropriately accredited laboratory contracted by B&L. Bulk asbestos samples will be analyzed using the EPA interim method of dispersion staining/polarized light microscopy (PLM). The laboratory will analyze the first sample of each series (set). If this sample tests positive for asbestos, then no additional samples of the series will be analyzed. If the first sample tests negative for asbestos, then additional samples in the series will be analyzed until a sample tests positive. If samples in a series test negative for asbestos, then the material will be considered asbestos-free. The laboratory will review samples in each set for similarity of materials. Where required, the laboratory will supplement the PLM method with the stratified point count technique.
- NOBs, which will include floor tiles/mastics, floor levelers, caulks, sealants, and roofing materials, found to be negative for asbestos by PLM, will be verified as negative by transmission electron microscopy (TEM). TEM analysis is the most definitive analysis for determination of asbestos in an NOB. NOB samples will be analyzed by an accredited TEM laboratory subcontracted by B&L.
- Analysis of any SFP and/or surfacing materials is contemplated by standard PLM analysis only. We will notify the Owner if any SFP or surfacing material contains vermiculite as identified by the laboratory. If the SFP or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by

a specific analysis instituted by NYSDOH. The specific sampling protocol and laboratory analysis to determine asbestos content for Sprayed-on Fireproofing containing vermiculite (SOF-V) is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs for this method are exorbitant. However, the cost to address the SFP as PACM would be significant versus the laboratory costs to potentially refute the presence of asbestos. Our lump sum fee does not include collection and analysis by this method.

- We will collect roof samples. We will patch any penetrations made by our inspectors with commercially available roof patch. We cannot be responsible for subsequent leakage.
- A report will be issued that will identify all materials sampled and the results of sampling for the property. The Pre-Renovation Survey report will identify survey methodologies. Extent of ACM shall be identified in tabular form and on electronic drawings. Laboratory reports, chain-of-custody forms, and pertinent data generated during the survey will be included in the report.

Lead- Based Paint Characterization

These services will include a limited sampling survey of painted surfaces to document lead content for determination of handling during construction. Our approach will include the following:

- Certified lead inspectors will perform a brief review of existing building components for suspect LBP and varnish. For the purposes of renovations, it is only necessary to remove and collect LBP that is not sufficiently adhered to its substrate.
- LBP sampling will be conducted by the collection of bulk samples. A bulk paint sampling survey will include the physical collection of predominant representative paint throughout the building. Paint samples will be analyzed by Atomic Absorption Spectrometry (AAS) for the presence of lead. Contractors disturbing paint containing lead are required to follow the OSHA Construction Standard for Lead (29 CFR 1926.62). This standard regulates paint if any detectable level of lead is determined to be present. All sample locations and results will be documented on available drawings. Referenceable regulatory levels for considering paint to be lead containing is 0.5% lead by weight or 1.0 milligrams per square centimeter (mg/cm^2). Contractors' work that disturbs paint with any measurable level of lead must comply with the applicable OSHA standard. All sample locations and results will be documented.
- Once laboratory results determine lead content we will document the extent of LBP. A list of surfaces identified to be covered with LBP will be provided along with an estimate of loose and flaking paint.

Hazardous Building Material Assessment/Universal Waste

B&L will conduct an assessment of the building for the presence of other materials that may require addressing prior to renovation. Potential materials will include: PCB containing light ballasts, switches, and transformers; and mercury containing fluorescent bulbs, switches, and thermostats. Sampling for mercury or PCB oil is not contemplated at this point. We will document the existence of said materials as observed. The results of the hazardous material assessment will be provided in the pre-renovation

asbestos report. The location, content of materials where observed, and the required handling and disposal methods for each will be provided. Recommendations for further investigation and/or analytical sampling will also be included as necessary based on observations.

PCB Containing Caulk – There has been found to be a potential for PCBs (polychlorinated biphenyls) to be present in building materials, specifically caulking. We will sample representative exterior caulking for laboratory analysis in accordance with EPA Method 8082 for PCBs. The purpose of the sampling will only be informational and precautionary to avoid potential improper handling in the event that PCB caulk is identified.

Space Programming Phase

1. Attend a project kick-off meeting with Town staff to review the goals and objectives of the project, establish lines of communication and the general coordination of the project.
2. Review existing drawings and other information provided by the Town of Rotterdam for the existing building site, building floor plans, and construction. We will assume that the building was abated as part of the 1990 renovation project.
3. Provide a Space Program Evaluation for the various departments within the building, including an overall space needs analysis. For each department, B&L will interview key department personnel to develop personnel forecasts, space needs, and functional and adjacency requirements to acquire a more comprehensive understanding of departmental operations. As a part of this process, B&L will tour existing departments to visually investigate existing space arrangements, operational adjacencies and related furnishings and support equipment. From the collected data, prepare space requirements for the various personnel classifications and develop prototypical space layouts for various personnel classifications within each department. These layouts will be generic in nature and will be used to illustrate space configurations and typical square foot allocations.
4. Utilizing the existing personnel data with existing space needs for each department, B&L will define the space needs per employee by department. This will then be combined with forecasted personnel and operational requirements to determine spatial needs by department. Consideration for special equipment needs, meeting rooms and other specific space needs will also be incorporated to define the total space requirements for each department.
5. Develop initial adjacency diagrams to illustrate the relationships of the various departments in alternative arrangements. Diagrams will depict circulation paths, major points of entry, common spaces and the relationship of functional operations within and between the various departments.
6. Develop two (2) conceptual building floor plan arrangements of the renovated facility that will meet the identified space and physical requirements. This process will require multiple stages to develop and refine project alternatives. In developing project alternatives, future flexibility, cost effectiveness and pragmatic sustainability would be key factors for consideration.
7. Evaluate the impact on schedule and cost of progressing the construction of the project in a phased manner one floor at a time as opposed to vacating the building completely and progressing the construction of the entire building at once.

8. Compile a preliminary opinion of probable construction costs for each of the conceptual building space programs evaluation, along with the additional costs associated with a phased construction approach. The opinion of probable construction costs will include an allowance for office furniture, fixtures and equipment. Costs will be based on B&L's historical database for similar municipal projects and industry standard costs per square foot for the various space occupancies, associated uses, and architectural finish. Probable costs will include line items for the discussed building renovation tasks listed above.
9. Develop a detailed summary report describing the existing conditions and recommendations for the desired upgrades, building program and modifications to include:
    a. General descriptions of the building systems with photographic documentation.
    b. Description of Code compliance issues and/or accessibility issues that must be addressed.
    c. Identification of potential infrastructure concerns and necessary system upgrades.
    d. Description of the proposed upgrades, space use allocations and renovations and the impacts on the overall building facility; including the two (2) conceptual building floor plans.
    e. A preliminary opinion of probable construction costs for the recommended upgrades, space use programming and renovations to the facility.
10. Provide four (4) copies of the "draft" Town Hall Building Facility Needs Assessment and Space Programming Study to the designated Town staff for their review and comment.
11. Meet with designated Town staff on two (2) occasions to review and discuss the developed space program and conceptual building programming alternates with associated sketches, and discuss desired and/or required modifications and refinements to the design alternatives to meet the Town's needs.
12. Provide a final Space Program Report to the Town of Rotterdam, including a revised opinion of probable construction costs and conceptual floor plans. The Report will be utilized as the basis of design for the continued design of the project.

Technical Assumptions

1. All field work and investigations will be performed in coordination with the Town.
2. B&L will provide two (2) design alternatives in the Space Program Report.
3. As appropriate, relocation costs will be included in the Opinion of Probable Construction Costs associated with the relocation efforts during the phased construction.
4. Determination of square footage and adequacy of temporary office space in the meeting room is not included in this proposal. If determined necessary and requested by the Town of Rotterdam, these services can be provided by subsequent proposal once the scope of services can be established.

5. Sampling and analysis shall be reimbursable at the unit rates. ***We will adjust our final lump sum fee based on the actual number of each type of analyses. We will only invoice the Town for the actual number of analyses performed.***
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.

Fee Summary

Barton & Loguidice, D.P.C., proposes to provide the above-described Scope of Services for a lump sum fee of Thirty Thousand Dollars ($30,000). The following lump sum fee summary includes all labor, expenses, materials, equipment, travel, administration, reproduction, communication, overnight packaging and out-of-pocket expenses to complete the work.

Hazardous Building Material Assessment Phase	$ 6,790
Estimated Laboratory Analysis (per table below)	$ 6,010
Space Programming Phase	$17,200

Laboratory analysis of samples collected will be additionally reimbursable at the unit rates indicated below. The number and quantity of laboratory analyses is determined by the extent of existing suspect materials present and analytical methodology. The required analytical methods can affect the actual number of analyses by 100 to 200%. However, the more samples that require analysis, the greater the reduction in the overall amount of asbestos resulting in negative documentation.

The lump sum does not include the analytical costs for laboratory analysis. The estimated extent of laboratory analysis and subsequent laboratory fees are identified below. *B&L will only invoice the Town for the actual number of analyses required to complete the survey.* As stated above, the number of samples required by regulations to be collected is determined by the extent of existing suspect materials present within the structure. The final laboratory cost will be a **lump sum** ultimately adjusted up or down based on the actual number of analyses.

Sample Type/ Analysis	Estimated Quantity	Rate/ Analysis	Estimated Total Cost
Polarized Light Microscopy (PLM – Friable Samples)	60	$12	$720
PLM – Gravimetric Reduction (NOB Sample)	90	$20	$1,800
TEM – Follow-Up for NOB	72	$35	$2,520
PCB in Caulk	6	$75	$450
AAS for Paint	20	$26	$520
Estimated Laboratory Total (Lump Sum):			**$6,010**

If additional services are requested and authorized by the Town of Rotterdam, they will be provided based upon time and expense in accordance with our billing rate schedule in effect at the time the services are rendered.

B&L is available to commence work on this project upon receipt of authorization to proceed. We hope you find this proposal acceptable and look forward to working with you on the successful completion of this project. Authorization by counter signature can be provided below with return copy to our office.

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

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.

Steve Tommasone, Town Supervisor

05/15/2020
Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement
Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services
If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination
If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law
This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries
Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution
Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims
All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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 on Wednesday, March 10, 2021 at 7:00 p.m., the following resolution was duly adopted:

Moved on consent

RESOLUTION NO. 74.21

AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember MILLER-HERRERA,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to enter into an agreement with Barton & Loguidice, P.C., 10 Airline Drive, Suite 200, Albany, New York 12205, for an addendum to the Rotterdam Town Hall Building Renovations professional services agreement, to include roof replacement, in an amount not to exceed forty nine thousand six hundred and 00/100 dollars ($49,600.00).

SECTION 2. This resolution shall become effective March 10, 2021.

DATED: March 10, 2021

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone	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 March 10, 2021 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's Office.

I DO FUTHER 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 March 15, 2021.

Diane M. Marco, Town Clerk

Barton
&Loguidice

March 3, 2021

Mickey Maher, Building Inspector
Town of Rotterdam Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Rotterdam Town Hall Building Renovations – Supplement for Roof Replacement Project
File: 904.045.001

Dear Mr. Maher:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide this letter proposal as a supplement to our previously authorized Programming and Conceptual Design Phase of the Rotterdam Town Hall Building Renovations at 1100 Sunrise Boulevard, Rotterdam, New York. The supplement includes replacement of the existing roof systems and building columns in the V. Dalton Bambury Board Room.

The building consists of upper level and lower level flat roof systems that are built-up roof membranes that have exceeded their life expectancy, and are in need of replacement. B&L proposes to replace the system with fully adhered type EPDM system with tapered insulation to improve the roof drainage. The existing roofing system will be completely removed exposing the corrugated metal deck system. The proposed replacement system will include new polyisocyanurate foam board insulation installed over the entire roof area. The existing skylights will also be removed and the roof openings will be covered.

Removal of two (2) existing tube steel columns in the Board Room was requested as they currently obstruct views from the dais.

In general, B&L will develop Construction Documents for bidding of the roof system and removal of the columns as one (1) single contract for removing the existing roof and replacement with a new system.

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

Scope of Professional Services

Design and Bidding Phase

1. Perform a detailed field edit of the roof to verify penetrations, utilities, location of skylights and mechanical equipment and dimensions in order to implement the roof replacement. The edit will include measurement of the two (2) columns to be removed and location of potential interferences with structural framing.

10 Airline Drive, Suite 200, Albany, NY 12205 ▪ Office: 518-218-1801 ▪ Fax: 518-218-1805 ▪ BartonandLoguidice.com
The experience to listen
The power to solve

2. Develop architectural, structural, plumbing (roof drains) and electrical (relocate disconnects) engineering design drawings for the roof replacement project based on the identified field edits.
3. Develop 95% Design Development drawings, contract bid documents, and technical specifications for the roof replacement and necessary interior building framing modifications.
4. Submit the 95% Design Development drawings and specifications to the Town for review and comment.
5. Develop the final Contract Documents for the roof replacement and interior framing modifications incorporating the applicable review comments received as a result of the 95% Design Development drawing review. Final Contract Documents for bidding the project by General Contractors will include Contract Drawings and Specification Book including General Conditions/Provisions, Bidding Documents, Contract Agreement, and Technical Specifications, stamped by a New York State Registered Professional Engineer.
6. Provide distribution of the Contract Documents to prospective bidders for competitive public bidding of the project. The Contract Documents (.pdf files) will be uploaded to B&L's virtual appliance file sharing site for direct download by contractors. One (1) hard copy (paper) set will be sent to the Town for your use.
7. Assist the Town with bidders' questions and addenda (if required) during the competitive bidding of the project.
8. Attend the pre-bid meeting and project walkthrough with the Town and potential bidders during the bidding phase.
9. Review the bids received and provide the Town with a canvass of those bids with a recommendation of award.

Construction Contract Administration Phase

B&L will provide construction contract administration and part time on-site representation services during the roof replacement and interior framing modifications project. These services assume a 16 week construction duration for the project. Construction administration and part time on-site representation services will include the following:

1. Conform the Contract Documents for signing by the Town and the Contractor, coordinate and participate in a preconstruction meeting with the Contractor to review project requirements for the contracted work.
2. Review material submittals to determine conformance to Contract Documents.
3. Provide interpretation and clarification of plans and specifications, answer Contractors' questions, respond to RFIs and resolve construction issues during construction of the roof replacement and the interior framing modifications.
4. Review any Contractor change order proposals and make recommendations to the Town regarding scope and cost as related to the Contract.
5. Review Contractor payment applications and make recommendations to the Town regarding payment.

6. B&L will provide up to a total of forty (40) hours of periodic on-site construction representation. B&L's on-site representative will prepare a report for each day in which observation of the work in progress is conducted. Further, B&L will report if observed work product is found to be deficient or incorrect. The on-site construction representation proposed herein is **not** full-time inspection of the Contractor's work and is not intended to be an exhaustive inspection of every detail of the work progressed by the Contractor.
7. Attend a final walkthrough of the project with the Town and the Contractor and prepare a punch list of minor work items to be completed.
8. Prepare and issue Notice of Substantial Completion along with recommendation for final payment.
9. Perform a final walkthrough of the project with the Town to confirm the project punch list is complete.

Technical Assumptions

1. All field investigations will be performed in coordination with the Town's designated project representative. Full access to the roof level will be required at the time of the scheduled work.
2. On-site Construction Observation Services have been included for certain critical portions of construction. Based on the contractor's performance, should additional on-site inspection effort be necessary for the project, B&L will provide the Town with a supplemental proposal prior to performing any inspection beyond the time included herein.

Fee Proposal

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. Costs, including reimbursable expenses, travel, are broken down as follows:

Service	Fee	Fee Type
Design and Bidding Phase	$31,600	Lump Sum
Construction Contract Administration Phase	$18,000	Time and Expense

If additional services, other than those described above, are requested and authorized by the Town of Rotterdam, they will be provided in accordance with our standard billing rates in effect when the services are rendered.

Work can commence upon receipt of written authorization from the Town of Rotterdam. B&L will not invoice the Town of Rotterdam above the maximum fee amount without prior authorization.

We invite your comments regarding any portion of this Professional Engineering Services Supplemental Proposal and look forward to the opportunity of assisting the Town of Rotterdam with the successful completion of this project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Matthew C. Fuller, P.E.
Vice President

MCF/jms

Authorization

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

Steven Tommasone, Town Supervisor — Date: 03/11/2021

(T) Rotterdam Municipal Building Roof Replacement-030321 (ID 2260894)

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 on Wednesday, June 9, 2021 at 7:00 p.m., the following resolution was duly adopted:

Moved on Consent

RESOLUTION NO. 172.21
AMEND AN AGREEMENT WITH BARTON & LOGUIDICE
REFERRENCED IN RESOLTUION 74.21

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember MILLER-HERRERA,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to execute an agreement amendment with Barton and Loguidice, 10 Airline Drive, Suite 200, Albany, New York 12205, for Town Hall Building Renovations, previously referenced in Resolution 74 of the year 2021, to include a supplement for HVAC Roof Top Unit Replacement, in an amount not to exceed seven thousand eight hundred and 00/100 dollars ($7,800.00).

SECTION 2. This resolution shall become effective June 9, 2021.

DATED: June 9, 2021

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone	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 June 9, 2021 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's Office.

I DO FUTHER 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 June 16, 2021.

Diane M. Marco
Diane M. Marco, Town Clerk

Barton
&Loguidice

May 24, 2021

Mickey Maher, Building Inspector
Town of Rotterdam Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Town Hall Building Renovations – Supplement for HVAC Roof Top Unit Replacement
File: 904.045.001

Dear Mr. Maher:

In accordance with our discussions, Barton & Loguidice, D.P.C. (B&L), is pleased to provide this letter proposal as a supplement to our previously authorized Programming and Conceptual Design Phase of the Rotterdam Town Hall Building Renovations at 1100 Sunrise Boulevard, Rotterdam, New York. This supplement includes replacement of existing roof top HVAC units.

This supplement is for professional services necessary for the replacement of an upper level flat roof air handling unit that will be incorporated in the roof replacement project. The replacement of this unit is necessary as the equipment is old and is past its useful life expectancy. This supplement also includes ductwork modifications in the board room ceiling to accommodate the structural changes.

In general, B&L will develop Construction Documents for bidding of the replacement of the roof top air handling unit as part of the Town Hall Building Renovation project.

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

Scope of Professional Services

Design Phase

1. Perform a detailed field edit of the air handling unit, existing ductwork in the board room, and documentation of systems that will be removed as part of the roof replacement project. The field edit will include documentation of the existing building controls system that operates the existing rooftop unit.
2. Develop mechanical engineering design drawings for removal and replacement based on the identified field edits.
3. Develop 95% Design Development drawings, contract bid documents, and technical specifications for replacement of the roof top unit and necessary modifications to the air distribution system and controls system.
4. Submit the 95% Design Development drawings and specifications to the Town for review and comment.

5. Develop the final Contract Documents for replacement of the roof top unit incorporating the applicable review comments received as a result of the 95% Design Development drawing review. Final Contract Documents for bidding the project by mechanical contractors will include Contract Drawings and technical specifications that will be included in the project manual for the Roof Replacement project. The drawings will be stamped by a New York State Registered Professional Engineer.

Technical Assumption

1. All field investigations will be performed in coordination with the Town's designated project representative. Full access to the roof level will be required at the time of the scheduled work.

Fee Proposal

Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Professional Services for a lump sum fee of Seven Thousand Eight Hundred Dollars ($7,800). The fee includes all reimbursable expenses.

If additional services, other than those described above, are requested and authorized by the Town of Rotterdam, they will be provided in accordance with our standard billing rates in effect when the services are rendered.

Services can commence upon receipt of written authorization from the Town of Rotterdam. B&L will not invoice the Town of Rotterdam above the maximum fee amount without prior authorization.

We invite your comments regarding any portion of this Professional Engineering Services Supplemental Proposal and look forward to the opportunity of assisting the Town of Rotterdam with the successful completion of this project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Matthew C. Fuller, P.E.
Vice President

MCF/jms

Authorization

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

Steven Tommasone, Town Supervisor _____ Date _____

(T) Rotterdam Municipal Building Roof Top Unit Replacement 2021.05.21.docx

RESOLUTION NO. 105.23

TO AUTHORIZE AN AGREEMENT WITH FCM ENGINEERING PLLC FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ROTTERDAM SENIOR CENTER PARKING LOT IMPROVEMENTS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with FCM Engineering PLLC, located at 156 Spring Road, Scotia, New York 12302, for professional engineering services relating to the Rotterdam Senior Center Parking Lot Improvements, in an amount not to exceed nineteen thousand six hundred and 00/100 ($19,600.00) dollars

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 16, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services from FCM Engineering PLLC- Rotterdam Senior Center Parking Lot Improvements.
TOWN BOARD MEETING:	February 22, 2023
Background Information:	The condition of the existing parking lot is at a point where resurfacing is not the most practicable option. The parking lot pavement structure is severely cracked in many locations and drainage collection is less than desirable. The ADA accessible parking spaces are also non-compliant.
Evaluation/Analysis:	A survey and map was completed by Ausfeld and Waldruff Surveyors LLP on January 13, 2023. The Town of Rotterdam would like to reconstruct the existing parking lot due to its deteriorated condition and make it fully functional and ADA accessible/compliant.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with FCM Engineering, PLLC for engineering services related to the Rotterdam Senior Center Parking Lot Improvements, for an amount not to exceed $19,600.00.
Attachment/Document(s):	FCM Engineering PLLC proposal dated February 13, 2023 and the survey and map from Ausfeld and Waldruff Surveyors LLP.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Fred Mastroianni, P.E., Principal Engineer

February 13, 2023

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12302

Re: Rotterdam Senior Center Parking Lot Improvements

Dear Ms. Collins:

The Town of Rotterdam would like to reconstruct the existing parking lot due to its deteriorated condition. FCM Engineering will provide the design to include new pavement with delineated parking spaces, stormwater collection system, and new sanitary collection system to connect to the sewer lateral recently installed on Hamburg Street. A detailed survey was performed in the project area and will be used as the basis of design.

SCOPE OF SERVICES

Task 1 – FCM Engineering will prepare preliminary plans showing the proposed parking lot improvements and sanitary collection system. A preliminary cost estimate will also be provided along with the construction bid documents. Below is more detailed information:

a. The preliminary plans are anticipated to include the following drawings:
   - Cover Sheet
   - General Notes
   - Existing Conditions and Parking Area Removal Plan
   - Proposed Plan of Improvements
   - Parking Lot Typical Section
   - Driveways Plan and Details
   - Curbing Details
   - Drainage Details
   - Pedestrian Access Improvement Details
   - Stormwater Collection System Details
   - ADA Details and Signage
   - Sanitary Sewer Plan and Details (Lloyd Denny will assist with the design)
   - ADA Parking Spaces Details and Signage

b. Preliminary Cost Estimate – A cost estimate will be prepared and will be based upon the NYSDOT Specifications and bid history of items to be provided.

c. The Preliminary Construction Bid Documents are anticipated to include the following:
   - Table of Contents
   - Notice to Bidders
   - Bidders Checklist
   - Bid Form

Office Location and Contact Information:
156 Spring Road, Scotia, NY 12302
email: fred@fcmengpllc.com
cell phone: (518) 641-9192
www.fcmengpllc.com

- Bid Sheets
- Bid Bond, Payment Bond, and Performance Bond
- Acknowledgement of Addenda(s)
- Non-Collusive Bidding Certification
- Qualifications of Bidders
- Award of Contract
- Owner/Contractor Agreement
- Notice of Equal Opportunity
- State Wage Rates
- List of Materials – Estimated Quantities
- Material Specifications

Task 3 – A highway work permit will be required from Schenectady County since the proposed one proposed driveway modification is on county right-of-way. FCM Engineering will provide the county with all documents related to obtaining a permit.

Task 4 – FCM Engineering will submit preliminary plans, cost estimate, and bid documents for review and comment to the Town. FCM Engineering will meet with the Town to review the project and it is anticipated that the comments will be minimal.

Task 5 – FCM will prepare Final Plans, Specifications, Estimate and Construction Bid Documents for bidding. It is anticipated that the modifications to the preliminary documents will be minimal for preparation of the final documents.

Task 6 – FCM Engineering will assist the Town in advertising the project to prospective bidders. This includes providing the Town with CDs with the final plans and construction bid documents for the Town's distribution to prospective bidders. During the bidding phase, FCM Engineering will address any comments/questions by the prospective bidders and if necessary, prepare an addendum(s).

Task 7 – FCM Engineering will evaluate each bid and assist the Town in awarding the contract to the lowest responsible bidder. A summary of the bids will be prepared and forwarded to the Town. At this point, all work to begin construction is completed.

ASSUMPTIONS

1. It is assumed that the total disturbance is less than 1 acre and therefore, a Stormwater Pollution Prevention Plan (SWPPP) will not be required.
2. Construction Support Services is not included in this Proposal but can be provided as part of my current engineering services agreement with the Town.
3. Lighting design for the new parking lot is not included. If it is to be added, I would obtain scope and fee from a subconsultant to perform the work.

ENGINEERING FEE

FCM Engineering will perform all the work stated above at a not-to-exceed amount of $19,600.00. Hourly rates for technical staff to be as per our Town/Consultant Agreement for engineering services which are as follows:

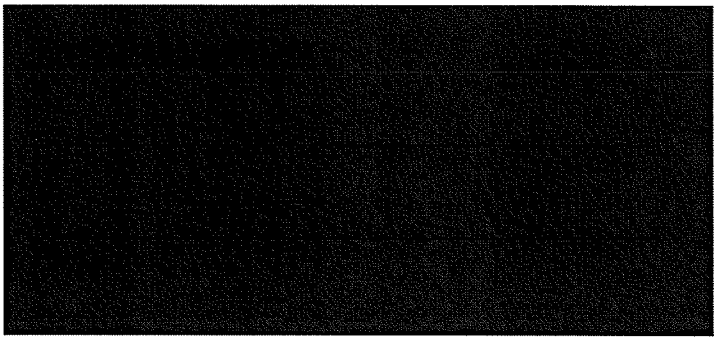
- Principal Engineer - $120.00/hour
- Project Engineer - $100.00/hour
- Senior Engineering Technician - $85.00/hour

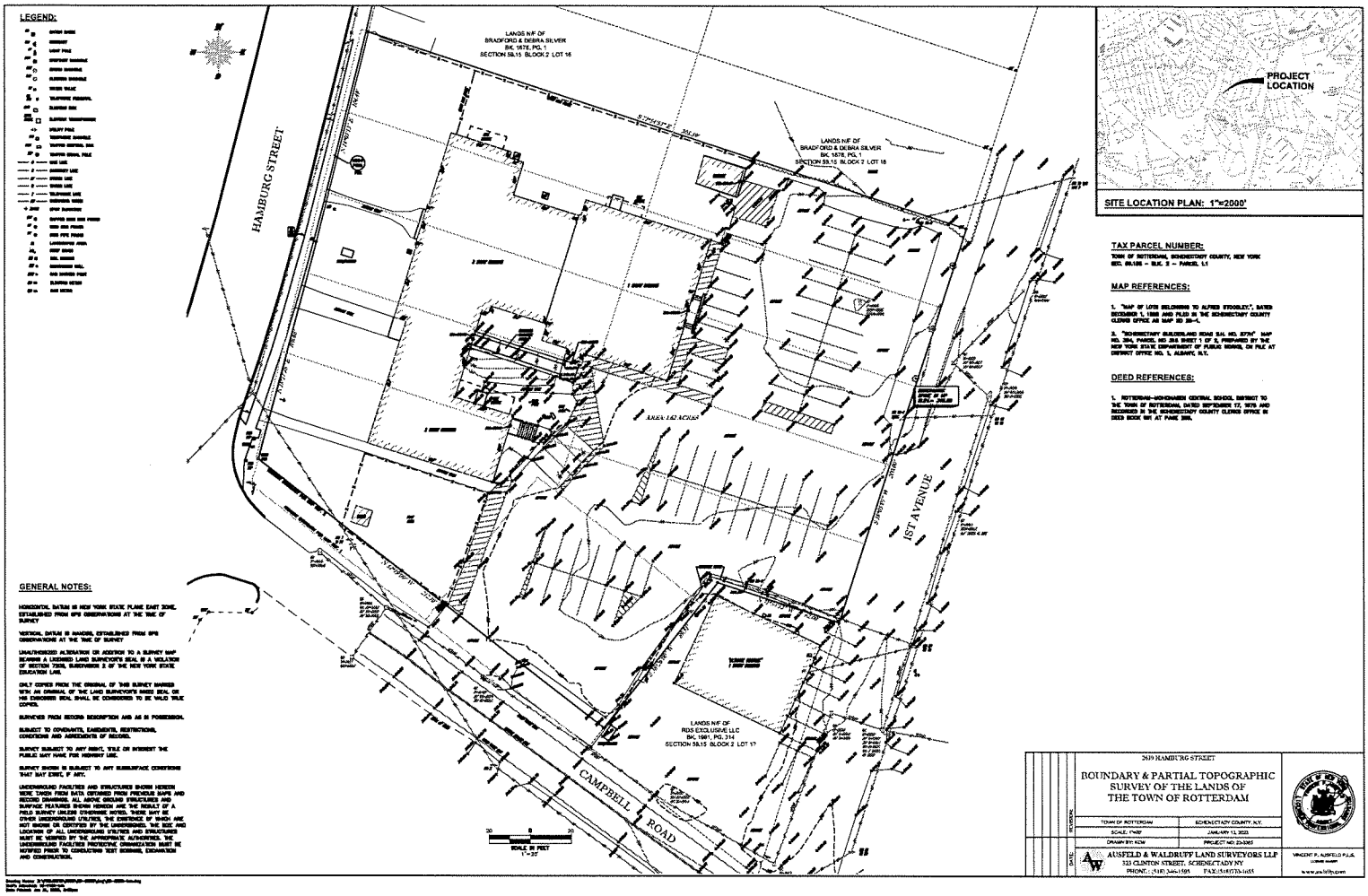
All invoices will include time sheets as a backup to the hours spent on this project. If this Proposal is acceptable, please sign and date below, which will authorize FCM Engineering to begin work. I look forward to completing this project for the Town of Rotterdam.

Sincerely,

Fred C. Mastroianni

Fred C. Mastroianni, P.E.
Principal Engineer




LEGEND:
LANDS N/F OF
BRADFORD & DEBRA SILVER
BK. 1678, PG. 1
SECTION 59.15 BLOCK 2 LOT 16
HAMBURG STREET
LANDS N/F OF
RDS EXCLUSIVE LLC
BK. 1981, PG. 314
SECTION 59.15 BLOCK 2 LOT 17
1ST AVENUE
CAMPBELL ROAD
PROJECT LOCATION
SITE LOCATION PLAN: 1"=2000'
TAX PARCEL NUMBER:
MAP REFERENCES:
DEED REFERENCES:
GENERAL NOTES:
309 HAMBURG STREET
BOUNDARY & PARTIAL TOPOGRAPHIC
SURVEY OF THE LANDS OF
THE TOWN OF ROTTERDAM
AUSFELD & WALDRUFF LAND SURVEYORS LLP
333 CLINTON STREET, SCHENECTADY NY

RESOLUTION NO. 106.23

TO AUTHORIZE AN AGREEMENT WITH FCM ENGINEERING PLLC FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF A CROSSWALK AT THE CURRY ROAD AND FAYETTE DRIVE INTERSECTION

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with FCM Engineering PLLC, located at 156 Spring Road, Scotia, New York 12302, for professional engineering services relating to the design of a crosswalk at the Curry Road and Fayette Drive intersection, in an amount not to exceed four thousand five hundred eighty and 00/100 ($4,580.00) dollars.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 16, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services from FCM Engineering PLLC- Crosswalk at the intersection of Curry Road and Fayette Drive
TOWN BOARD MEETING:	February 22, 2023
Background Information:	The Town of Rotterdam, at the request of a resident, would like to install a high-visibility crosswalk at the intersection of Curry Road and Fayette Drive, where there is a significant amount of pedestrian crossings.
Evaluation/Analysis:	A survey and map was completed by Ausfeld and Waldruff Surveyors LLP on January 17, 2023. There were discussions with representatives of the New York State Department of Transportation (NYSDOT), and the Town would be responsible for installing the ADA compliant sidewalks and detectable warning fields, and NYSDOT would install the striped crosswalk and signage.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with FCM Engineering, PLLC for engineering services related to the crosswalk at the intersection of Curry Road and Fayette Drive, for an amount not to exceed $4,580.00.
Attachment/Document(s):	FCM Engineering PLLC proposal dated February 12, 2023 and the survey and map from Ausfeld and Waldruff Surveyors LLP.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

FCM ENGINEERING, PLLC **Engineering, Design and Planning Services**

Fred Mastroianni, P.E., Principal Engineer

February 12, 2023

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12302

Re: Crosswalk at the intersection of Curry Road and Fayette Drive

Dear Ms. Collins:

The Town of Rotterdam would like to install a high-visibility crosswalk at the intersection of Curry Road and Fayette Drive, where there is a significant amount of pedestrian crossings. Based upon my past discussions with representatives of the New York State Department of Transportation (NYSDOT), the Town would be responsible for installing the ADA compliant sidewalks and detectable warning fields, and NYSDOT would install the striped crosswalk and signage. Survey and mapping were completed and be used as a basis for the design. Below is my Proposal to provide engineering services for this project:

SCOPE OF SERVICES

Task 1: FCM Engineering will prepare preliminary plans that includes the design of a new concrete sidewalk from the driveway located to the east and extending it to Fayette Drive. The length of new sidewalk is approximately 50 feet and is anticipated to be five feet wide. In addition, new concrete sidewalk will be installed on the north side of the Curry Road and Fayette Drive intersection with the total length of approximately 20 feet and anticipated to be five feet wide. ADA accessible ramps will be provided along with detectable warning fields.

Task 2: FCM Engineering will forward the preliminary plans to the Town of Rotterdam and NYSDOT for review and comment. It is anticipated that only minor comments will be received, and the project will then move forward to the final design phase.

Task 3: FCM Engineering will modify the preliminary plans based upon any comments received and prepare final design plans and obtain approval from the Town of Rotterdam and NYSDOT.

Task 4: Since work will be performed along a state highway, FCM Engineering will complete PERM 33 Highway Work Permit Application for Non-Utility Work form and submit it to NYSDOT for review and approval. FCM will then make any changes requested by NYSDOT and obtain final approval for construction.

Task 5: FCM Engineering will review all material submittals prior to the start of construction and witness the work to confirm the construction is performed as per the approved plans and specifications.

Office Location and Contact Information:
156 Spring Road, Scotia, NY 12302
email: fred@fcmengpllc.com
cell phone: (518) 641-9192
www.fcmengpllc.com

ASSUMPTIONS

It is assumed that the construction will be performed by the Town of Rotterdam Highway or Public Works Department and construction bid documents will not need to be prepared.

ENGINEERING FEE

FCM Engineering will perform all the work stated above at a not-to-exceed amount of $4,580.00. Hourly rates for technical staff are as per our Town/Consultant Agreement for engineering services and are as follows:

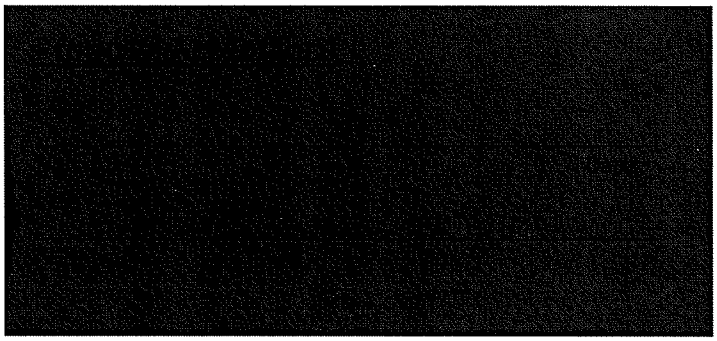
- Principal Engineer - $120.00/hour
- Project Engineer - $100.00/hour
- Senior Engineering Technician - $85.00/hour

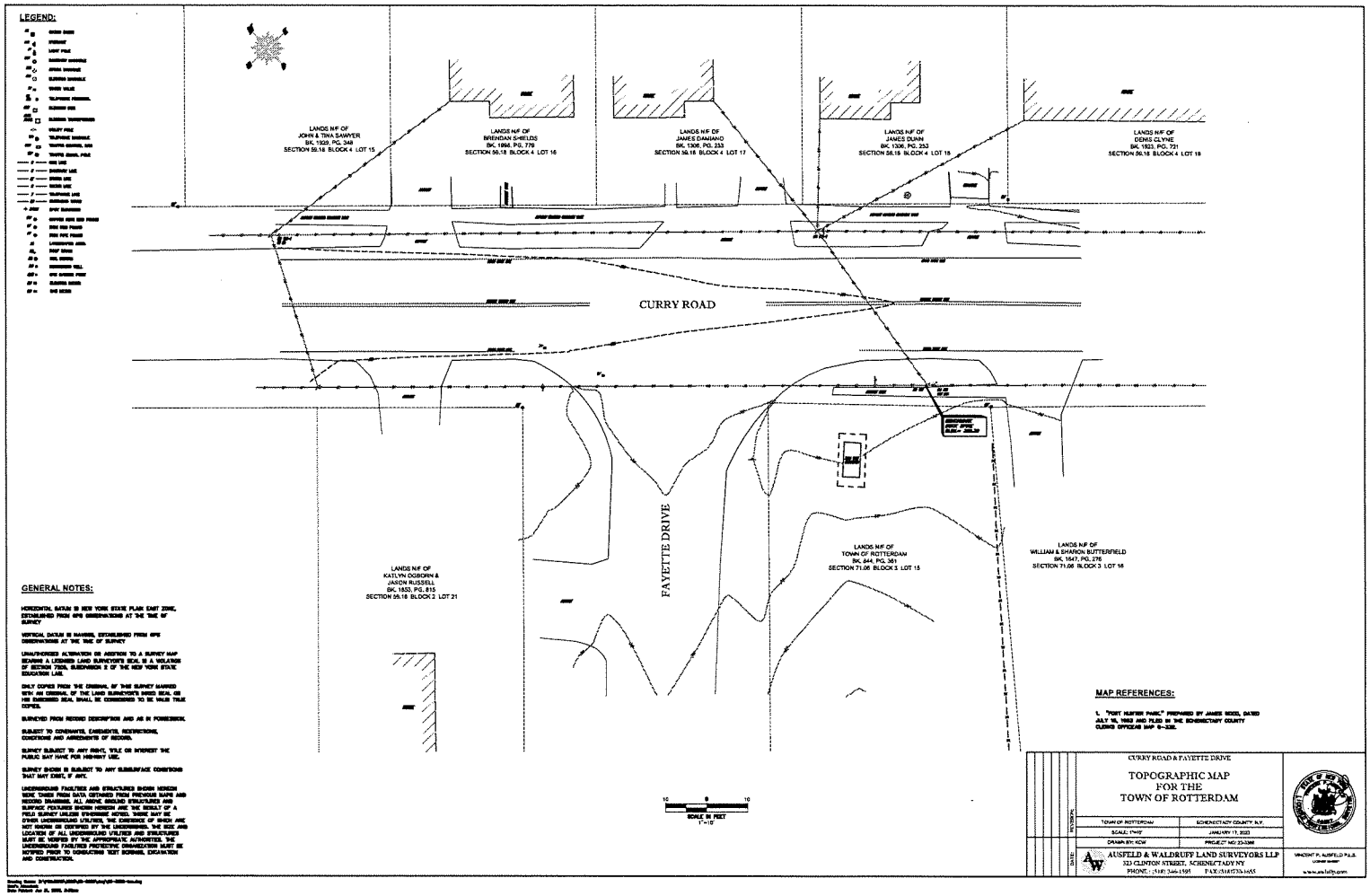
All invoices will include time sheets as a backup to the hours spent on this project. If this Proposal is acceptable, please sign and date below, which will authorize FCM Engineering to begin work. I look forward to completing this project for the Town of Rotterdam.

Sincerely,

Fred C. Mastroianni

Fred C. Mastroianni, P.E.
Principal Engineer




LEGEND:
LANDS N/F OF
JOHN & TINA SAWYER
BK. 1939, PG. 348
SECTION 56.18 BLOCK 4 LOT 15
LANDS N/F OF
BRENDAN S-FIELDS
BK. 1966, PG. 779
SECTION 56.18 BLOCK 4 LOT 16
LANDS N/F OF
JAMES DIAMIANO
BK. 1306, PG. 233
SECTION 56.18 BLOCK 4 LOT 17
LANDS N/F OF
JAMES DUNN
BK. 1306, PG. 233
SECTION 56.18 BLOCK 4 LOT 18
LANDS N/F OF
DENIS CLYNE
BK. 1833, PG. 721
SECTION 56.18 BLOCK 4 LOT 19
CURRY ROAD
FAYETTE DRIVE
LANDS N/F OF
KATLYN DOBORN &
JASON RUSSELL
BK. 1833, PG. 815
SECTION 56.18 BLOCK 2 LOT 21
LANDS N/F OF
TOWN OF ROTTERDAM
BK. 644, PG. 361
SECTION 71.06 BLOCK 3 LOT 15
LANDS N/F OF
WILLIAM & SHARON BUTTERFIELD
BK. 1647, PG. 276
SECTION 71.06 BLOCK 3 LOT 16
GENERAL NOTES:
MAP REFERENCES:
CURRY ROAD & FAYETTE DRIVE
TOPOGRAPHIC MAP
FOR THE
TOWN OF ROTTERDAM
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, N.Y.
AUSFELD & WALDRUFF LAND SURVEYORS LLP
323 CLINTON STREET, SCHENECTADY NY

RESOLUTION NO. 107.23

TO APPROVE BUDGET TRANSFERS TO THE 2022 AND 2023 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **GAS** transfers to the various accounts for **2022** are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A3120 4302	FROM:	Patrol Vehicle Gas	-20,956.53
General	A3310 4302	FROM:	Traffic Control Gas	-536.98
General	A3620 4302	FROM:	Safety Insp Gas	-999.67
General	A7110 4302	FROM:	Parks Gas	-1,460.61
General	A3410 4302	FROM:	Fire Fight Gas	-3,141.37
General	A5132 4304	INTO:	Central Gas Expenditure	+27,095.16
Highway	DA5142 4304	FROM:	Fuel Snow Removal	-2,576.28
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-2,026.41
General	A5132 4304	INTO:	Central Gas Expenditure	+4,602.69
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-1,166.59
General	A5132 4304	INTO:	Central Gas Expenditure	+1,166.59
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-1,586.59
General	A5132 4304	INTO:	Central Gas Expenditure	+1,586.59

SECTION 2. . Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following **DIESEL** transfers to the various accounts for **2022** are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A8189 4302	FROM:	Landfill Gas	-1,559.99
General	A3410 4302	FROM:	Fire Fight Gas	-2,203.61
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+3,763.60
Highway	DA5142 4304	FROM:	Fuel Snow Removal	-9,322.45
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-14,389.13
Highway	A5132 4304	INTO:	Central Diesel Expenditure	+23,711.58

S2	S28120 4302	FROM:	S2 Gas Oil Lube	-487.42
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+487.42
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-362.41
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+362.41

SECTION 3. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for **2023** are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
Highway	DA0909	FROM:	Highway fund balance	-510,000.00
Highway	DA5110 2000	INTO:	Highway Equipment	+510,000.00

SECTION 4. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: **February 6, 2023**

TO: **Mollie A. Collins, Supervisor**

FROM: **Highway Department**

TITLE OF REQUEST: To approve budget transfers to the 2022 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of February 22, 2023.

Background Information: Transfers to cover appropriation accounts for Highway Gas and Diesel expenditures of the 2022 budget.

Evaluation/Analysis: Necessary to keep expenditure lines funded appropriately.

Recommendation(s): To be placed on the Town Board meeting of February 22, 2023 and approve the transfer.

Attachment/Document(s): Memo from Highway Dept.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 113 & 113

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

MEMO

DATE: 02/06/2023

TO: Supervisor Mollie Collins

CC: Comptroller

FROM: Highway

SUBJECT: Budget Modification for Highway Gas and Diesel Expenditures for 4th quarter 2022.

Please include the following budget modification on the February 22, 2023 agenda:

General	A3120 4302	FROM:	Patrol Vehicle Gas	-20,956.53
General	A3310 4302	FROM:	Traffic Control Gas	-536.98
General	A3620 4302	FROM:	Safety Insp Gas	-999.67
General	A7110 4302	FROM:	Parks Gas	-1,460.61
General	A3410 4302	FROM:	Fire Fight Gas	-3,141.37
General	A5132 4304	INTO:	Central Gas Expenditure	+27,095.16
Highway	DA5142 4304	FROM:	Fuel Snow Removal	-2,576.28
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-2,026.41
General	A5132 4304	INTO:	Central Gas Expenditure	+4,602.69
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-1,166.59
General	A5132 4304	INTO:	Central Gas Expenditure	+1,166.59
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-1,586.59
General	A5132 4304	INTO:	Central Gas Expenditure	+1,586.59
General	A8189 4302	FROM:	Landfill Gas	-1,559.99
General	A3410 4302	FROM:	Fire Fight Gas	-2,203.61
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+3,763.60
Highway	DA5142 4304	FROM:	Fuel Snow Removal	-9,322.45
Highway	DA5140 4304	FROM:	Fuel Brush & Weed	-14,389.13
Highway	A5132 4304	INTO:	Central Diesel Expenditure	+23,711.58
S2	S28120 4302	FROM:	S2 Gas Oil Lube	-487.42
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+487.42
W5	W58340 4302	FROM:	W5 Gas Oil Lube	-362.41
Highway	DA5148 4304	INTO:	Central Diesel Expenditure	+362.41

MEMO

DATE: 02/17/2023

TO: Mollie Collins, Supervisor

CC: Town Board

FROM: Marcus Montgomery, Comptroller

SUBJECT: Temporary fund balance appropriation for purchase of highway plow trucks

Please include the following budget transfer on the February 22, 2023 agenda:

Highway	DA 0909	FROM:	Highway fund balance	-510,000.00
Highway	DA5110 2000	INTO:	Highway Equipment	+510,000.00

RESOLUTION NO. 108.23

TO AUTHORIZE THE SUPERVISOR TO SIGN AN EASEMENT AGREEMENT WITH BIGSBEE VILLAGE CONDOMINIUM

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is authorized to accept and sign a permanent easement for the maintenance and improvements to sewer infrastructure across the Bigsbee Village Condominium property located at 1976 Curry Rd, Rotterdam, NY 12303, in a manner acceptable to the Town Attorney and the Town of Rotterdam.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 17, 2023
TO:	Town Board
FROM:	Courtney Heinel, Attorney for the Town
TITLE OF REQUEST:	A resolution to authorize the Supervisor to sign an easement agreement with Bigsbee Village Condominium.
TOWN BOARD MEETING:	February 22, 2023
Background Information:	Sewer infrastructure servicing Bigsbee Village Condominium was taken over by the Town.
Evaluation/Analysis:	An easement across Bigsbee Village Condominium is necessary for the Town to make improvements and maintain the sewer infrastructure
Recommendation(s):	The Town Board should authorize the Town Supervisor to sign an easement agreement with Heritage Condominiums of Rotterdam, Inc. allowing for the Town to improve and maintain the sewer infrastructure.
Attachment/Document(s):	Easement
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town

PERMANENT EASEMENT

This **PERMANENT EASEMENT** made the day of , 20 , by and between Board of Managers of Bigsbee Village Condominium having an address of 1976 Curry Road, Schenectady, NY, 12303 , party(ies) of the first part, and

TOWN OF ROTTERDAM, a municipal corporation within the County of Schenectady and State of New York, having a mailing address of 1100 Sunrise Boulevard, Schenectady, NY 12306 , party of the second part.

WITNESSETH, that the party(ies) of the first part, for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part a permanent easement in, under, and along the premises described in **Exhibit(s)** -----A----- hereto and depicted in the map(s) attached hereto as **Exhibit(s)** -------B------- (hereinafter, the "Easement Area"), for the purposes selected below:

(check as applicable)

- ☑ sanitary sewer mains, pipelines, laterals, pump stations, and/or other sanitary sewer facilities
- ☐ water mains, pipelines, laterals, hydrants, and/or other water facilities
- ☐ storm water pipelines, laterals, catch basins, detention/retention ponds, discharges, and/or other storm water management facilities
- ☐ pedestrian facilities, including sidewalks, multi-use paths, bike racks, benches, trash/recycling containers, and/or other pedestrian facilities
- ☐ traffic control facilities and structures
- ☐ ingress and egress
- ☐ parking
- ☐ other *(describe)*:

TOGETHER WITH the right to locate, place, build, construct, maintain, use, operate, repair, reconstruct, and protect such above-specified existing or future facilities within such Easement Area, to make required excavations therefor within such Easement Area, to inspect such existing or future facilities within such Easement Area from time to time, and to otherwise enter upon and along said Easement Area for the full and complete reasonable use, occupation, and enjoyment of the permanent easement granted herein, along with all rights and privileges incident thereto.

TO HAVE AND TO HOLD the said permanent easement unto the party of the second part and its successors and assigns forever.

The party(ies) of the first part hereby covenants with the party of the second part that it(they) is(are) lawfully seized and possessed of the real property constituting the Easement Area above-described, and that it has good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument.

The party of the second part hereby covenants that it will promptly restore, as nearly as is reasonably practicable and in a good and workmanlike manner, any portion of the Easement Area as may be disturbed as a result of the exercise by the party of the second part of any rights granted to it hereunder, provided such restoration is not otherwise inconsistent with the rights granted to the party of the second part hereunder.

This Permanent Easement includes and/or is subject to the following additional terms and conditions *(describe, or if none, enter "None")*:

In addition to the rights set forth above with respect to the permanent easement within the Easement Area, the party of the second part shall, in addition, have the right of such access over, through and upon the Common Elements of the Property (as such terms are defined in the Declaration of Condominium Establishing a Plan for Condominium Ownership of the Premises, Bigsbee Village Condominium, Curry Road, Rotterdam, New York, Pursuant to Article 9-B of the Real Property Law of the State of New York, dated November 30, 1988 and filed in the Office of the Schenectady County Clerk on November 30, 1988 at Liber 1207, Page 21) as may be reasonably necessary or appropriate to exercise the rights under the permanent easement granted herein.

Said Easement Area BEING over, through and upon a portion of the premises submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by Declaration of Condominium Establishing a Plan for Condominium Ownership of the Premises, Bigsbee Village Condominium, Curry Road, Rotterdam, New York, Pursuant to Article 9-B of the Real Property Law of the State of New York, dated November 30, 1988 and filed in the Office of the Schenectady County Clerk on November 30, 1988, at Liber 1207, Page 21.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Permanent Easement as of the day and year first above written.

Party(ies) of the First Part:

Board of Managers of Bigsbee Village Condominium

By: Joanne Trischetta
Name: JOANNE TRISCHETTA
Title: President - Bigsbee Board of Managers

Party of the Second Part:
TOWN OF ROTTERDAM

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

By: Cheryl Alexander
Name: Cheryl Alexander
Title: Secretary Bigsbee Village Board of Managers

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

On the 24th day of January in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Joanne Trischetta , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

NICHOLAS BRADT
Notary Public, State of New York
Qualified in Schenectady Co., No. 01BR6258009
Commission Expires: 03-19-2024

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

On the 24th day of January in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Cheryl Alexander , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

NICHOLAS BRADT
Notary Public, State of New York
Qualified in Schenectady Co., No. 01BR6258009
Commission Expires: 03-19-2024

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

On the day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared Mollie A. Collins , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit A

Description of Easement Area

THE Chazen COMPANIES®
Proud to Be Employee Owned
Engineers
Land Surveyors
Planners
Environmental & Safety Professionals
Landscape Architects

CAPITAL DISTRICT OFFICE
4 British American Blvd.
Latham, NY 12110
P: 518.273.0055 or 888.539.9073
www.chazencompanies.com

SUGGESTED LEGAL DESCRIPTION
SANITARY SEWER EASEMENT 1
BISBEE VILLAGE TO THE TOWN OF ROTTERDAM

All that certain tract or parcel of land, situate in the Town of Rotterdam, County of Schenectady, and State of New York, bounded, and described as follows:

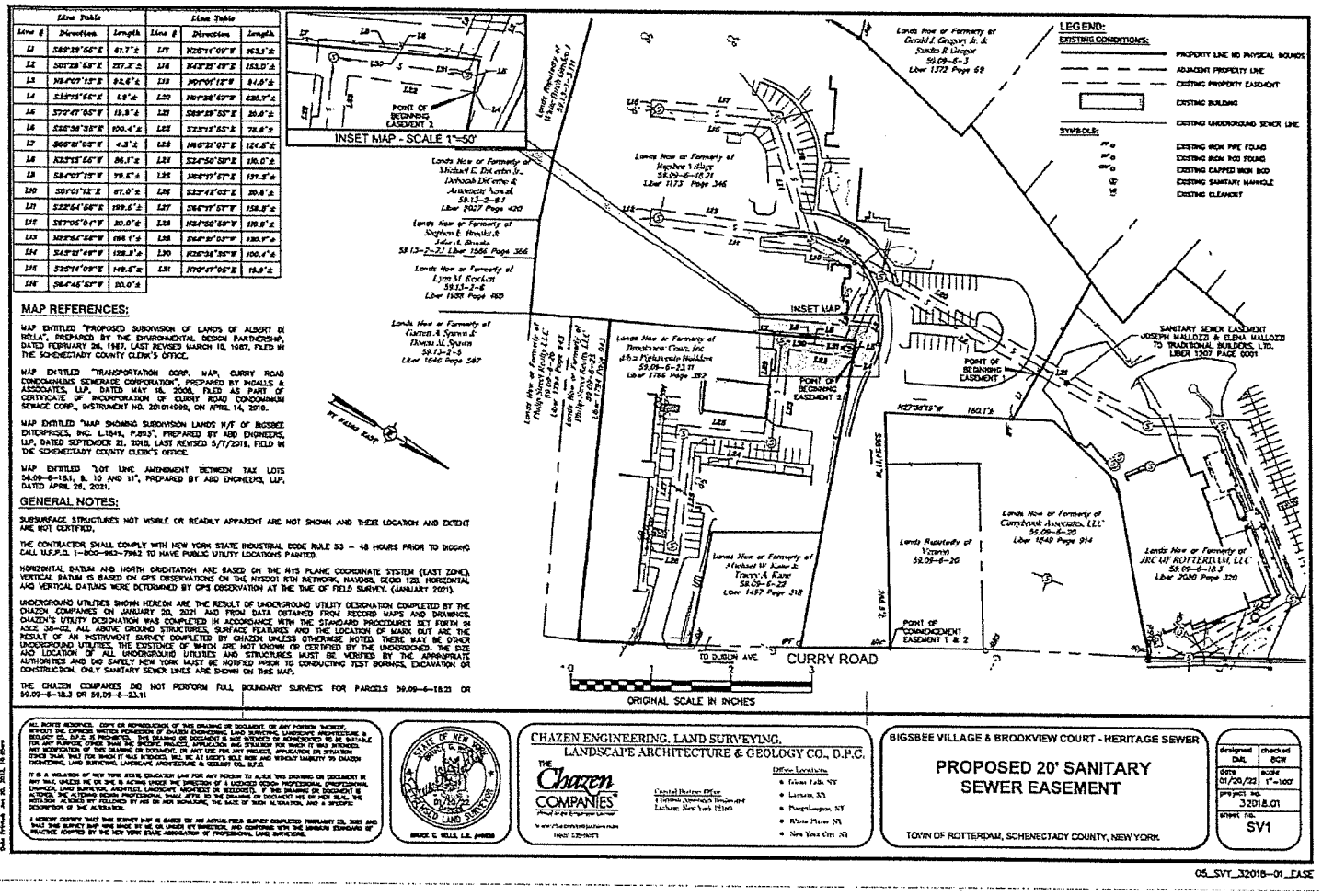
COMMENCING at a point on the westerly right of way Curry Road at its intersection with the property division line between lands reputedly of Verizon on the northwest and lands now or formerly of Bigsbee Village as described in **liber 1173 of deeds at page 346** on the southwest; thence South 58°54'11" West 286.5± feet to a point on the division line between lands now or formerly of Currybrook Associates, LLC as described in liber 1849 of deeds at page 914 on the northeast and said lands now or formerly of Bigsbee Village on the west and south; thence North 27°38'19" West 160.1± feet to a point on the property division line between lands now or formerly of JRC of Rotterdam, LLC as described in liber 2020 of deeds at page 320 on the northwest, said lands now or formerly of Currybrook Associates, LLC on the east and said lands now or formerly of Bigsbee Village on the southwest; thence South 89°29'55" East 61.7± feet to the point of **BEGINNING**. Said point of **BEGINNING** being a point on the northeasterly corner of the proposed sewer easement, herein described, at its intersection with the property division line between said lands now or formerly of JRC of Rotterdam, LLC on the north and said lands now or formerly of Bigsbee Village on the south; thence the following three (3) courses and distances through the said lands of Bigsbee Village: 1) South 01°28'59" East 217.2± feet to a point; 2) North 84°07'13" East 92.6± feet to a point; 3) South 23°13'55" East 1.9± feet to a point on the property division line between said lands now or formerly of Bigsbee Village on the north and west and lands now or formerly of Brookview Court, Inc. as described in **liber 1766 of deeds at page 392** on the south and east; thence running along said property division line the following two (2) courses and distances: 1) South 70°47'05" West 19.9± feet to a point; 2) South 25°38'35" East 100.4± feet to a point; thence running through said lands now or formerly of Bigsbee the following fourteen (14) courses and distances: 1) South 66°21'03" West 4.3± feet to a point; 2) North 23°13'55" West 86.1± feet to a point; 3) South 84°07'13" West 79.5± feet to a point; 4) South 01°01'12" East 87.0± feet to a point; 5) South 22°54'56" East 199.5± feet to a point; 6) South 67°05'04" West 20.0± feet to a point; 7) North 22°54'56" West 186.1± feet to a point; 8) South 43°21'49" West 128.2± feet to a point; 9) South 25°14'09" East 149.5± feet to a point; 10) South 64°45'51" West 20.0± feet to a point; 11) North 25°14'09" West 163.1± feet to a point; 12) North 43°21'49" East 153.0± feet to a point; 13) North 01°01'12" West 94.0± feet to a point; 14) North 01°28'59" West 228.7± feet to a point on the property division line between said lands now or formerly of JRC of Rotterdam, LLC on the north and said lands now or formerly of Bigsbee Village on the south; thence South 89°29'55" East 20.0± feet to the point of **BEGINNING**.

Subject to covenants, easements, restrictions, conditions, and agreements of record.

The intent of the above description is to encompass an easement being twenty feet (20') in width over the extent of an existing sanitary sewer line.

Exhibit B

Map of Easement Area


Line Table
Line # | Direction | Length
L1 | S69°29'56"E | 41.7'±
L2 | S01°28'58"E | 217.2'±
L3 | N8°07'15"E | 92.6'±
L4 | S33°35'56"E | 1.9'±
L5 | S70°47'05"W | 19.8'±
L6 | S35°56'38"E | 100.4'±
L7 | N6°21'03"E | 4.3'±
L8 | N33°35'56"W | 86.1'±
L9 | S8°07'15"W | 79.8'±
L10 | S01°01'12"E | 67.0'±
L11 | S22°54'58"E | 199.6'±
L12 | S87°05'01"W | 20.0'±
L13 | N22°54'58"W | 198.1'±
L14 | S43°03'48"W | 128.3'±
L15 | S32°11'09"E | 149.5'±
L16 | S6°45'52"W | 20.0'±
Line Table
Line # | Direction | Length
L17 | N26°11'09"W | 163.1'±
L18 | N43°21'49"E | 153.0'±
L19 | N0°01'12"W | 91.8'±
L20 | N01°28'52"W | 230.7'±
L21 | S89°29'55"E | 20.0'±
L22 | S22°11'55"E | 78.6'±
L23 | N6°21'03"E | 124.5'±
L24 | S24°50'52"E | 136.0'±
L25 | N62°11'07"E | 131.3'±
L26 | S22°48'03"E | 20.6'±
L27 | S66°11'57"W | 158.8'±
L28 | N24°50'52"W | 120.0'±
L29 | S66°9'07"W | 130.7'±
L30 | N26°08'55"W | 100.4'±
L31 | N70°47'05"E | 19.8'±
INSET MAP - SCALE 1"=50'
POINT OF BEGINNING EASEMENT 2
INSET MAP
POINT OF BEGINNING EASEMENT 1
POINT OF COMMENCEMENT EASEMENT 1 & 2
Lands Now or Formerly of Gerald J. Gregory Jr. & Sandra R. Gregory 58.09-6-3 Liber 1372 Page 69
Lands Now or Formerly of Stephen I. Klopp 58.09-6-18.21 Liber 1173 Page 346
Lands Now or Formerly of Michael E. DiCenso Jr., Deborah DiCenso & Annemarie Acocella 58.13-2-8.1 Liber 3027 Page 420
Lands Now or Formerly of Stephen E. Hendrick & Julie L. Brooks 58.13-2-7.1 Liber 1586 Page 366
Lands Now or Formerly of Lynn M. Reichert 58.13-2-6 Liber 1988 Page 160
Lands Now or Formerly of Garrett A. Spann & Donna M. Spann 58.13-2-5 Liber 1646 Page 567
Lands Now or Formerly of Brookview Court, Inc. d.b.a. Pyramid Builders 58.09-6-23.11 Liber 1766 Page 353
Lands Now or Formerly of Michael W. Kane & Tracy A. Kane 58.09-6-22 Liber 1457 Page 318
Lands Now or Formerly of Cornerstone Associates, LLC 58.09-6-20 Liber 1640 Page 914
Lands Now or Formerly of JRC of Rotterdam, LLC 58.09-6-18.3 Liber 3030 Page 320
Lands Routedly of Vacant 58.09-6-26
SANITARY SEWER EASEMENT JOSEPH MALLOZZI & ELENA MALLOZZI TO TRADITIONAL BUILDERS, LTD. LIBER 1307 PAGE 0091
N27°36'19"W 160.1'±
TO DUBLIN AVE.
CURRY ROAD
ORIGINAL SCALE IN INCHES
LEGEND:
EXISTING CONDITIONS:
PROPERTY LINE NO PHYSICAL BOUNDS
ADJACENT PROPERTY LINE
EXISTING PROPERTY EASEMENT
EXISTING BUILDING
EXISTING UNDERGROUND SEWER LINE
SYMBOLS:
EXISTING IRON PIPE FOUND
EXISTING IRON ROD FOUND
EXISTING CAPPED IRON ROD
EXISTING SANITARY MANHOLE
EXISTING CLEANOUT
MAP REFERENCES:
MAP ENTITLED "PROPOSED SUBDIVISION OF LANDS OF ALBERT IN BELLA", PREPARED BY THE ENVIRONMENTAL DESIGN PARTNERSHIP, DATED FEBRUARY 26, 1987, LAST REVISED MARCH 10, 1987, FILED IN THE SCHENECTADY COUNTY CLERK'S OFFICE.
MAP ENTITLED "TRANSPORTATION CORP. MAP, CURRY ROAD CONDOMINIUMS SEWERAGE CORPORATION", PREPARED BY INGALLS & ASSOCIATES, LLP, DATED MAY 16, 2008, FILED AS PART OF CERTIFICATE OF INCORPORATION OF CURRY ROAD CONDOMINIUM SEWAGE CORP., INSTRUMENT NO. 2010014998, ON APRIL 14, 2010.
MAP ENTITLED "MAP SHOWING SUBDIVISION LANDS N/F OF BIGSBEE ENTERPRISES, INC. L.1848, P.815", PREPARED BY ABD ENGINEERS, LLP, DATED SEPTEMBER 21, 2018, LAST REVISED 5/7/2019, FILED IN THE SCHENECTADY COUNTY CLERK'S OFFICE.
MAP ENTITLED "LOT LINE AMENDMENT BETWEEN TAX LOTS 58.09-6-18.1, 8, 10 AND 11", PREPARED BY ABD ENGINEERS, LLP, DATED APRIL 26, 2021.
GENERAL NOTES:
SUBSURFACE STRUCTURES NOT VISIBLE OR READILY APPARENT ARE NOT SHOWN AND THEIR LOCATION AND EXTENT ARE NOT CERTIFIED.
THE CONTRACTOR SHALL COMPLY WITH NEW YORK STATE INDUSTRIAL CODE RULE 53 - 48 HOURS PRIOR TO DIGGING CALL U.F.P.O. 1-800-962-7962 TO HAVE PUBLIC UTILITY LOCATIONS PAINTED.
HORIZONTAL DATUM AND NORTH ORIENTATION ARE BASED ON THE NYS PLANE COORDINATE SYSTEM (EAST ZONE). VERTICAL DATUM IS BASED ON GPS OBSERVATIONS ON THE NYSDOT RTK NETWORK, NAVD88, GEOID 12B. HORIZONTAL AND VERTICAL DATUMS WERE DETERMINED BY GPS OBSERVATION AT THE TIME OF FIELD SURVEY. (JANUARY 2021).
UNDERGROUND UTILITIES SHOWN HEREON ARE THE RESULT OF UNDERGROUND UTILITY DESIGNATION COMPLETED BY THE CHAZEN COMPANIES ON JANUARY 20, 2021 AND FROM DATA OBTAINED FROM RECORD MAPS AND DRAWINGS. CHAZEN'S UTILITY DESIGNATION WAS COMPLETED IN ACCORDANCE WITH THE STANDARD PROCEDURES SET FORTH IN ASCE 38-02. ALL ABOVE GROUND STRUCTURES, SURFACE FEATURES AND THE LOCATION OF MARK OUT ARE THE RESULT OF AN INSTRUMENT SURVEY COMPLETED BY CHAZEN UNLESS OTHERWISE NOTED. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN OR CERTIFIED BY THE UNDERSIGNED. THE SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES AND NO SAFELY NEW YORK MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION OR CONSTRUCTION. ONLY SANITARY SEWER LINES ARE SHOWN ON THIS MAP.
THE CHAZEN COMPANIES DID NOT PERFORM FULL BOUNDARY SURVEYS FOR PARCELS 58.09-6-18.23 OR 58.09-6-18.3 OR 58.09-6-23.11
ALL RIGHTS RESERVED. COPY OR REPRODUCTION OF THIS DRAWING OR DOCUMENT, OR ANY PORTION THEREOF, WITHOUT THE EXPRESS WRITTEN PERMISSION OF CHAZEN ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY CO., D.P.C. IS PROHIBITED. THIS DRAWING OR DOCUMENT IS NOT INTENDED OR ACKNOWLEDGED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE SPECIFIC PROJECT, APPLICATION AND PURPOSE FOR WHICH IT WAS INTENDED. ANY MODIFICATION OF THIS DRAWING OR DOCUMENT OR ANY USE FOR ANY PROJECT, APPLICATION OR SITUATION OTHER THAN THAT FOR WHICH IT WAS INTENDED, WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CHAZEN ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY CO., D.P.C.
IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSON TO ALTER THIS DRAWING OR DOCUMENT IN ANY WAY, UNLESS HE OR SHE IS ACTING UNDER THE DIRECTION OF A LICENSED DESIGN PROFESSIONAL (PROFESSIONAL ENGINEER, LAND SURVEYOR, ARCHITECT, LANDSCAPE ARCHITECT OR GEOLOGIST). IF THIS DRAWING OR DOCUMENT IS ALTERED, THE ALTERING DESIGN PROFESSIONAL SHALL AFFIX TO THE DRAWING OR DOCUMENT HIS OR HER SEAL, THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.
I HEREBY CERTIFY THAT THIS SURVEY MAP IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED FEBRUARY 23, 2020 AND THAT SAID SURVEY WAS MADE BY ME OR UNDER MY DIRECTION, AND CONFORMS WITH THE MINIMUM STANDARDS OF PRACTICE ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.
STATE OF NEW YORK
BRUCE C. HILLS
LICENSED LAND SURVEYOR
07/26/22
BRUCE C. HILLS, L.S. #050826
CHAZEN ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY CO., D.P.C.
THE Chazen COMPANIES
Capital Region Office
Latham, New York 12110
Office Locations
Glens Falls, NY
Latham, NY
Poughkeepsie, NY
White Plains, NY
New York City, NY
BIGSBEE VILLAGE & BROOKVIEW COURT - HERITAGE SEWER
PROPOSED 20' SANITARY SEWER EASEMENT
TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK
designed: DML | checked: BCW
date: 01/20/22 | scale: 1"=100'
project no.: 32018.01
drawing no.: SV1
05_SVY_32018-01_EASE

RESOLUTION NO. 109.23

TO AUTHORIZE THE SUPERVISOR TO SIGN AN EASEMENT AGREEMENT WITH HERITAGE CONDOMINIUMS OF ROTTERDAM, INC.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is authorized to accept and sign a permanent easement for the maintenance and improvements to sewer infrastructure across the Heritage Condominiums of Rotterdam, Inc. property located at 2000 Curry Rd, Rotterdam, NY 12303, in a manner acceptable to the Town Attorney and the Town of Rotterdam.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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:	February 17, 2023
TO:	Town Board
FROM:	Courtney Heinel, Attorney for the Town
TITLE OF REQUEST:	A resolution to authorize the Supervisor to sign an easement agreement with Heritage Condominiums of Rotterdam, Inc.
TOWN BOARD MEETING:	February 22, 2023
Background Information:	Sewer infrastructure servicing Heritage Condominiums of Rotterdam, Inc. was taken over by the Town.
Evaluation/Analysis:	An easement across Heritage Condominiums of Rotterdam, Inc. is necessary for the Town to make improvements and maintain the sewer infrastructure.
Recommendation(s):	The Town Board should authorize the Town Supervisor to sign an easement agreement with Heritage Condominiums of Rotterdam, Inc. allowing for the Town to improve and maintain the sewer infrastructure.
Attachment/Document(s):	Easement
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town

PERMANENT EASEMENT

This **PERMANENT EASEMENT** made the day of , 20 , by and between Heritage Condominiums of Rotterdam, Inc. having an address of 2000 Curry Road, Schenectady, NY, 12303 , party(ies) of the first part, and

TOWN OF ROTTERDAM, a municipal corporation within the County of Schenectady and State of New York, having a mailing address of 1100 Sunrise Boulevard, Schenectady, NY 12306 , party of the second part.

WITNESSETH, that the party(ies) of the first part, for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, the receipt of which is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE** to the said party of the second part a permanent easement in, under, and along the premises described in **Exhibit(s)** -----A------ hereto and depicted in the map(s) attached hereto as **Exhibit(s)** -------B------- (hereinafter, the "Easement Area"), for the purposes selected below:

(check as applicable)

- ☑ sanitary sewer mains, pipelines, laterals, pump stations, and/or other sanitary sewer facilities
- ☐ water mains, pipelines, laterals, hydrants, and/or other water facilities
- ☐ storm water pipelines, laterals, catch basins, detention/retention ponds, discharges, and/or other storm water management facilities
- ☐ pedestrian facilities, including sidewalks, multi-use paths, bike racks, benches, trash/recycling containers, and/or other pedestrian facilities
- ☐ traffic control facilities and structures
- ☐ ingress and egress
- ☐ parking
- ☐ other *(describe)*:

TOGETHER WITH the right to locate, place, build, construct, maintain, use, operate, repair, reconstruct, and protect such above-specified existing or future facilities within such Easement Area, to make required excavations therefor within such Easement Area, to inspect such existing or future facilities within such Easement Area from time to time, and to otherwise enter upon and along said Easement Area for the full and complete reasonable use, occupation, and enjoyment of the permanent easement granted herein, along with all rights and privileges incident thereto.

TO HAVE AND TO HOLD the said permanent easement unto the party of the second part and its successors and assigns forever.

The party(ies) of the first part hereby covenants with the party of the second part that it(they) is(are) lawfully seized and possessed of the real property constituting the Easement Area above-described, and that it has good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument.

The party of the second part hereby covenants that it will promptly restore, as nearly as is reasonably practicable and in a good and workmanlike manner, any portion of the Easement Area as may be disturbed as a result of the exercise by the party of the second part of any rights granted to it hereunder, provided such restoration is not otherwise inconsistent with the rights granted to the party of the second part hereunder.

This Permanent Easement includes and/or is subject to the following additional terms and conditions *(describe, or if none, enter "None")*:

In addition to the rights set forth above with respect to the permanent easement within the Easement Area, the party of the second part shall, in addition, have the right of such access over, through and upon the Common Elements of the Property (as such terms are defined in the Declaration, Certificate of Incorporation, By-Laws, Rules and Regulations for Heritage Condominiums of Rotterdam, Inc., Town of Rotterdam, County of Schenectady, New York, dated February 2, 2009 and filed in the Office of the Schenectady County Clerk on February 2, 2009 at Liber 1796, Page 815) as may be reasonably necessary or appropriate to exercise the rights under the permanent easement granted herein.

Said Easement Area BEING over, through and upon a portion of the premises submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by Declaration, Certificate of Incorporation, By-Laws, Rules and Regulations for Heritage Condominiums of Rotterdam, Inc., Town of Rotterdam, County of Schenectady, New York, dated February 2, 2009 and filed in the Office of the Schenectady County Clerk on February 2, 2009 at Liber 1796, Page 815.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Permanent Easement as of the day and year first above written.

Party(ies) of the First Part:

Heritage Condominiums of Rotterdam, Inc.

By: _____
Name:
Title:

By:_____
Name:
Title:

Party of the Second Part:
TOWN OF ROTTERDAM

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

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

On the day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared Mollie A. Collins , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit A

Description of Easement Area

THE Chazen COMPANIES®
Proud to Be Employee Owned
Engineers
Land Surveyors
Planners
Environmental & Safety Professionals
Landscape Architects

CAPITAL DISTRICT OFFICE
4 British American Blvd.
Latham, NY 12110
P: 518.273.0055 or 888.539.9073
www.chazencompanies.com

SUGGESTED LEGAL DESCRIPTION
SANITARY SEWER EASEMENT 2
BROOKVIEW COURT TO THE TOWN OF ROTTERDAM

All that certain tract or parcel of land, situate in the Town of Rotterdam, County of Schenectady, and State of New York, bounded, and described as follows:

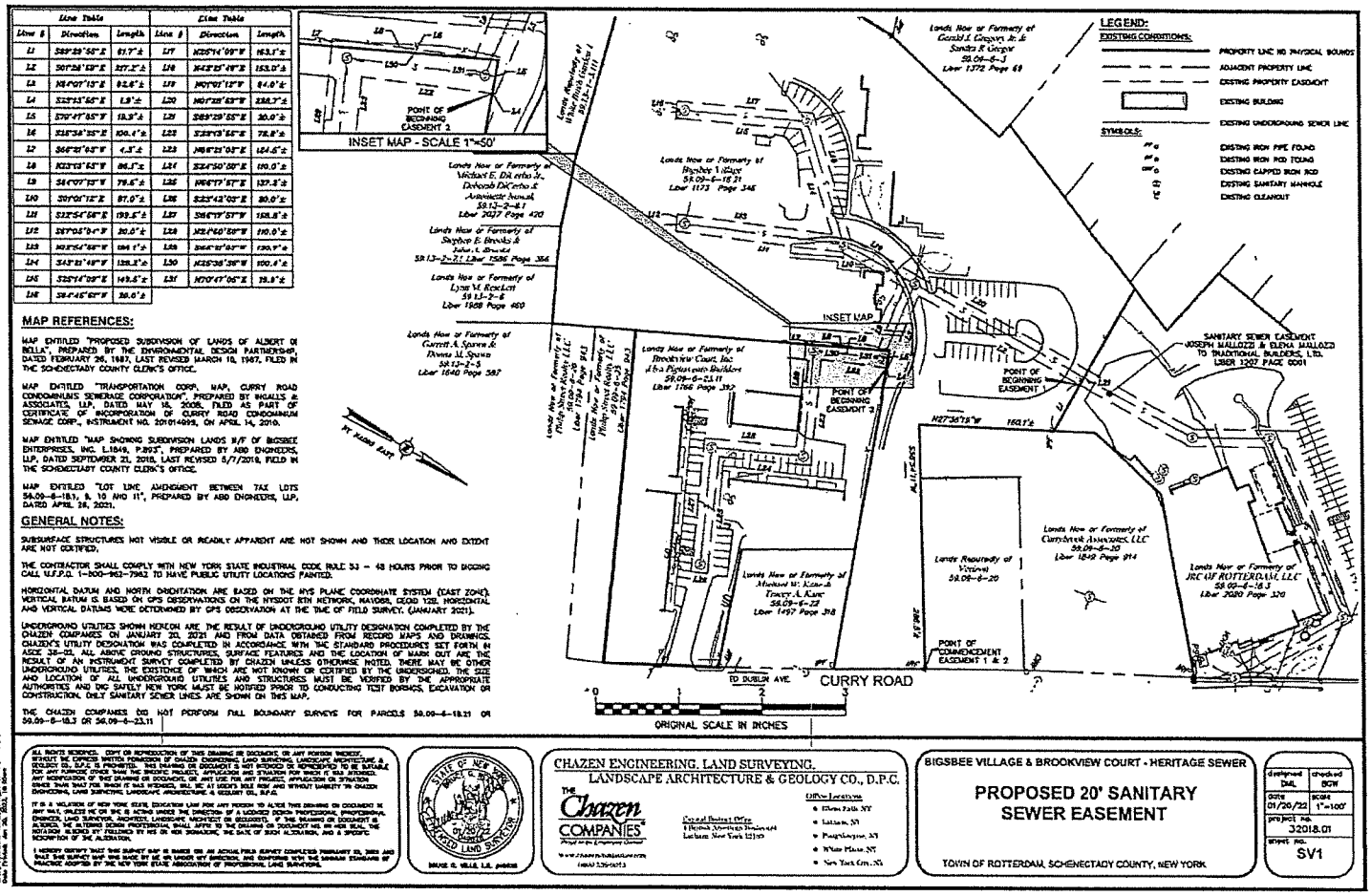
COMMENCING at a point on the westerly right of way Curry Road at its intersection with the property division line between lands reputedly of Verizon on the northwest and lands now or formerly of Bigsbee Village as described in **liber 1173 of deeds at page 346** on the southwest; thence South 58°54'11" West 286.5± feet to a point on the property division line between lands now or formerly of Currybrook Associates, LLC as described in liber 1849 of deeds at page 914 on the northeast and said lands now or formerly of Bigsbee Village on the west and south; thence North 27°38'19" West 160.1± feet to a point on the property division line between lands now or formerly of JRC of Rotterdam, LLC as described in liber 2020 of deeds at page 320 on the northwest, said lands now or formerly of Currybrook Associates, LLC on the east and said lands now or formerly of Bigsbee Village on the southwest; thence South 89°29'55" East 61.7± feet to a point; thence running through said lands now or formerly of Bigsbee Village and along the easterly and northerly boundary of a proposed 20 foot wide sanitary sewer easement, the following three (3) courses and distances: 1) South 01°28'59" East 217.2± feet to a point; 2) North 84°07'13" East 92.6± feet to a point; 3) South 23°13'55" East 1.9± feet to a point on the property division line between said lands now or formerly of Bigsbee Village on the north and west and lands now or formerly of Brookview Court, Inc. as described in **liber 1766 of deeds at page 392** on the south and east, said point also being the point of **BEGINNING**; thence from said point of **BEGINNING** and running through said lands now or formerly of Brookview Court, Inc. the following eight (8) courses and distances: 1) South 23°13'55" East 78.8± feet to a point; 2) North 66°21'03" East 124.5± feet to a point; 3) South 24°50'50" East 110.0± feet to a point; 4) South 66°17'57" East 137.2± feet to a point; 5) South 23°42'03" East 20.0± feet to a point; 6) South 66°17'57" West 156.8± feet to a point; 7) North 24°50'50" West 110.0± feet to a point; 8) South 66°21'03" West 120.7± feet to a point on the property division line between said lands now or formerly of Bigsbee Village on the west and said lands now or formerly of Brookview Court, Inc. on the east; thence running along said division line the following two (2) courses and distances: 1) North 25°38'35" West 100.4± feet to a point; 2) North 70°47'05" East 19.9± feet to the point of **BEGINNING**.

Subject to covenants, easements, restrictions, conditions, and agreements of record.

The intent of the above description is to encompass an easement being twenty feet (20') in width over the extent of an existing sanitary sewer line.

Exhibit B

Map of Easement Area



05_SVY_32018-01_EASE

RESOLUTION NO. 110.23

TO APPOINT NICOLE PAVONE TO THE POSITION OF ACCOUNT PAYABLE/RECEIVABLE CLERK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Nicole Pavone, of Rotterdam, New York 12306, is hereby appointed to the position of Accounts Payable/Receivable Clerk, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-four thousand four hundred twenty-eight and 26/100 ($44,428.26) dollars, commencing February 27, 2023.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: February 21, 2023

TO: Mollie Collins, Supervisor

FROM: Marcus Montgomery, Comptroller

TITLE OF REQUEST: Hire Nicole Pavone to the position of Accounts Payable/Receivable Clerk at a salary of $44,428.26.

TOWN BOARD MEETING: February 21, 2023

Background Information: The current position of IPS II does not represent the work that is done in the Comptroller's office. Changing the Civil Service title to reflect the actual job duties is necessary.

Evaluation/Analysis: All positions in the Comptroller's office should reflect the actual duties that employees perform.

Recommendation(s): Make the necessary correction to the Civil Service title for Ms. Pavone's actual duties.

Attachment/Document(s): Civil Service job description.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
FEB 08 2023
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

1. Accounts Payable/Receivable Clerk _____ (POSITION TITLE) _____ (EXAM NUMBER)

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

2. Name and Legal Residence

Pavone | Nicole | C.
Last Name | First Name | Middle Initial

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

[redacted]
County | City, Town, Village | State | Zip

Home Phone Numbe[redacted] Cell Phone:[redacted]

Email Address:[redacted]

If mailing address is different:

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

County | City, Town, Village | State | Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

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

5.Citizenship

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

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

_____

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

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

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

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

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

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

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

February 22, 2023

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

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

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

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

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

REMARKS:_____

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

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

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

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

College, University, Professional or Technical School

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

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

Length of Employment	Firm Name:	Town of Rotterdam
From: [redacted]	Firm Address:	1100 Sunrise Blvd
To: [redacted]	**Description of Duties:**	Process vouchers from all departments within the town. Weekly audits and check runs. Reconcile funds and send to departments, year end closing and reports, purchase orders, reoccurring invoices. Track information for FEMA reimbursements. Research and provide information for FOIL requests. Weekly energy invoice processing and track all usage for end of year reporting. Process 1099's to vendors and file with IRS.
Employment Details		
Your Exact Title: Information Processing Specialist II		
Name of Your Supervisor: Marcus Montgomery		
Supervisor's Title: Comptroller		
Hours worked / wk. (exclusive of overtime): 35		
Reason for Leaving: Still employed		

Length of Employment	Firm Name:	Town of Rotterdam
From: [redacted]	Firm Address:	1100 Sunrise Blvd
To: [redacted]	**Description of Duties:**	Process vouchers from all departments within the town. Weekly audits and check runs. Reconcile funds and send to departments, year end closing and reports, purchase orders, reoccurring invoices. Input all automatic payments into system.
Employment Details		
Your Exact Title: Account Clerk		
Name of Your Supervisor: Jacki Every		
Supervisor's Title: Comptroller		
Hours worked / wk. (exclusive of overtime): 35		
Reason for Leaving		

Length of Employment	Firm Name:	McSam Hotel Group
From: [redacted]	Firm Address:	320 Great Neck Rd. Great Neck, NY 11023
To:	Description of Duties:	Daily audits of credit cards to transaction journals. Monthly invoice processing-verified amounts to be paid to vendors. Collected time cards, entered employee hourly rates and pay. Created and made deposits at local banks and verified deposits and sent to headquarters.
Employment Details		
Your Exact Title: Hospitality Specialist		
Name of Your Supervisor: Margaret Ling		
Supervisor's Title: Program Manager		
Hours worked / wk. (exclusive of overtime): 30		
Reason for Leaving: New employment		

Length of Employment	Firm Name:	St. Peter's Hospital
From: [redacted]	Firm Address:	845 Central Ave. Albany. NY 12205
To:	Description of Duties:	Front Office manager of an outpatient clinic. Scheduling appointments. Insurance authorization, monthly billing, created spreadsheets to maintain records of copays and payments. Processed credit card payments and daily reconciliations.
Employment Details		
Your Exact Title: Sr. I.A		
Name of Your Supervisor: Angela Lewin		
Supervisor's Title: Program Manager		
Hours worked / wk. (exclusive of overtime): 40+		
Reason for Leaving: New employment		

THIS AFFIRMATION MUST BE COMPLETED

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

Nicole Pavone — Signature of Applicant

Nicole Pavone — Print Name

2/8/2023 — Date

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

NOTICE
(As of February 1, 2023)

POSITION OPENING

In accordance with the Agreement between the Town of Rotterdam and the Town of Rotterdam Unit of the Schenectady County Chapter of the CSEA, Inc., the following position is open:

Accounts Payable/Receivable Clerk

Compensation

Title		Salary Range
Accounts Payable/Receivable Clerk	(2021)	$44,428.26-$48,727.67

The above title is classified as a competitive position and does require a competitive examination under Civil Service Law.

Location:
Town of Rotterdam, Comptroller's Office

Qualifications:
See attached Civil Service Job Description.

Permanent appointment to positions in Schenectady County is contingent upon the successful completion of a criminal background check. All interested parties should complete and submit a standard Civil Service application form available on the Town's website at https://rotterdamny.org/blob/form-files.ashx?ID=2072. Application forms must be filed with the Town Supervisor's Office no later than close of business on **February 15, 2023**. Applications can be sent via USPS to Town of Rotterdam, Supervisor's Office, 1100 Sunrise Boulevard, Schenectady, New York 12306 or by email to Supervisor@rotterdamny.org.

The Town of Rotterdam is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin or any other protected class or category.

cc: Town Supervisor
Town Board
Town Clerk
Comptroller
CSEA President
All Departments

Post this notice in all Town Buildings and Departments

ACCOUNTS PAYABLE/RECEIVABLE CLERK

DISTINGUISHING FEATURES OF THE CLASS: This position involves receiving, verifying, reconciling and processing invoices and preparing checks for payment. Responsibilities also include depositing and recording miscellaneous cash receipts. The incumbent handles a variety of functions to assist Section 8 regarding ownership changes, reports and check preparation. Supervision is received from the Director of Finance with leeway given for carrying out the details of the work.

TYPICAL WORK ACTIVITIES:

- Charges expenses to expense reports, accounts and cost centers, analyzing invoices for discount opportunities and records these entries;
- Reviews and resolves discrepancies for purchase orders, invoices and receiving reports to make payments and prepare checks on a scheduled basis;
- Issues stop-payments or purchase order amendments;
- Reconciles monthly vendor statements and related transactions;
- Classifies recurring receipts and expenditures and distributes costs according to procedure;
- Provides support to Section 8 regarding ownership changes; processing of bi-monthly payments, portability, fraud recovery, retiree receivables and 1099 reporting;
- Prepares checks for payroll liabilities and vendors on a weekly basis and for Section 8 on a monthly basis;
- Processes levies and payments to the IRS and NYS Taxation and Finance and validates tax ID numbers for Section 8 when requested;
- Assists in preparing cash deposits and enters the transactions into the computer system;
- Updates vendor information and related W-9 tax information;
- Formats and reviews utility schedules for payment;
- Sorts, indexes and files requisitions, vouchers, ledger cards and other material;
- Adheres to safety policy;
- Performs other related duties as assigned.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Working knowledge of modern methods of keeping and reviewing financial accounts and records; working knowledge of computer operations as they related to an automated accounting system; working knowledge of office terminology, procedures and equipment; working knowledge of Business Arithmetic and English; ability to understand and follow oral and written instructions; ability to make arithmetic computations rapidly and accurately; ability to prioritize and shift priorities as needed in order to meet deadlines; attention to detail and accuracy; ability to learn new computer programs.

MINIMUM QUALIFICATIONS:

(A) Graduation from a regionally accredited or New York State registered college with an Associate's degree in Business Administration or a related field and two (2) years of experience in accounts payable or accounts receivable; OR

(B) Graduation from high school or possession of a high school equivalency diploma and four years of experience as defined by the limits of (A) above; OR

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

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

Adopted CSC 07/21/15

JC: COMPETITIVE

RESOLUTION NO. 111.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF FEBRUARY 8, 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the February 8, 2023 Town Board meeting as attached.

SECTION 2. This resolution shall become effective February 22, 2023.

DATED: February 22, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
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: **February 15, 2023**
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **February 8, 2023 Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **February 22, 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **February 22, 2023.**

Background Information: Attached. To adopt the meeting minutes from the **February 8, 2023 Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **February 22, 2023.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

February 10, 2023

Certified Resolutions: #81-#94 for the year 2023 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, February 8, 2023 at 7:00 p.m. The Town Board Agenda review meeting began at approximately 6:31 p.m. Agenda review was adjourned at approximately 6:42 p.m. All agreed to adjourn agenda review. Motion #6 was made by Councilmember Mastroianni and seconded by Councilmember Dodson. Motion#7 was made by Dodson and seconded by Supervisor Collins. Motion #8 was made by Councilmember Mastroianni and seconded by Councilmember Dodson.
The Town Board Meeting started at approximately 7:00 p.m. was adjourned at approximately 7:53 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Meeting.

Councilmember Christou was absent

Diane M. Marco

Diane M. Marco, Town Clerk

*The Town of Rotterdam Town Board Meeting will be held in person; however, the public may access the meeting electronically via Zoom conference call. Members of the public may listen to the board meeting by dialing **1 (929) 205-6099**(followed by the pound symbol) or by logging into Zoom.com, then enter the conference **ID NO. 867 0373 0307**. Video of the town board meeting will be posted on the Town of Rotterdam website (www.rotterdamny.org) the following Friday after the meeting.*

MEETING OF THE
ROTTERDAM TOWN BOARD
February 8, 2023
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

- Personnel matter relating to the employment history of Employee No. 02082023-1
- Personnel matter relating to the employment history of Employee No. 02082023-2
- Personnel matter relating to the employment history of Employee No. 02082023-3

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

- Local Law No. 1 of 2023: For receipt of comment on the potential enactment of Introductory Local Law No. 1 of 2023 to renumber and amend current Chapter 154 of the Town Code of the Town of Rotterdam, currently entitled "Housing and Building Standards", in order to update the local code enforcement and building code administration program of the Town of Rotterdam in accordance with 19 NYCRR § 1203.3. **PUBLIC HEARING CLOSED**

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

6.23 Motion to add Resolution 94.23.

7.23 Motion to table resolution 86.23.

8.23 Motion to go into executive session.

RESOLUTIONS

81.23 To recognize the introduction of introductory local law no. 2 of 2023 and referring same to the Planning Commission for report and recommendation.

82.23 To extend the bid contract for Tree Cutting and Removal Services with Harmony Tree Service LLC.

83.23 Requesting bids for Highway Materials: Concrete Blocks, Caps, Manhole Grates & Frames.

84.23 Requesting bids for Highway Materials: Crushed Limestone, Gravel, & Sand.

85.23 Requesting bids for Highway Materials: Watertight & End Section, Round Corrugated Plastic Pipe, & Underdrain Perforated Pipe.

86.23 Adoption of RPTL 466-a Volunteer Firefighters/Ambulance workers exemption. **TABLED**

87.23 To authorize an agreement with Barton and Loguidice for professional engineering services for a roof replacement project at the Rotterdam Senior Citizens Center.

88.23 To authorize an agreement with Barton and Loguidice for professional engineering services for a feasibility study of the Town Court and Police Facility.

89.23 To approve budget transfers to the 2023 budget.

90.23 To accept revenue for the Town Clerk's office for January 2023.

91.23 To authorize the purchase and installation of one wet pit pump for the Wastewater Treatment plant.

92.23 To authorize the Town Supervisor to execute a memorandum of agreement with respect to employee number 02082023-1.

93.23 To accept Town Board meeting minutes of January 25 2023.

94.23 To award the bid to JCI Jones for Chlorine Gas with addendum.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

MOTION 6.23

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 motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution 94.23 to the agenda.

SECTION 2. This motion 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 motion passed by the Town Board of the Town of Rotterdam on February 8, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

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

Diane M. Marco

Diane M. Marco, Town Clerk

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

MOTION 7.23

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 motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table Resolution 86.23

SECTION 2. This motion 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 motion passed by the Town Board of the Town of Rotterdam on February 8, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

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

Diane M. Marco

Diane M. Marco, Town Clerk

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

MOTION 8.23

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 motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to go into executive session.

SECTION 2. This motion 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 motion passed by the Town Board of the Town of Rotterdam on February 8, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

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

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 81.23

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 RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 2 OF 2023 AND REFERRING SAME TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. 2 of 2023 to allow for microbreweries, microwineries and microdistilleries by Special Use Permit, in the Town Agriculture (A-1) Zoning District.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. 2 of 2023 is a Type I action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.4 (b) (2), that there are no other involved agencies (as that term is defined under the SEQRA regulations) other than the Town Board, and therefore declares itself as lead agency for purposes of conducting the SEQRA review and authorizes the Supervisor or her designee to execute Part 1 of the Full Environmental Assessment Form..

SECTION 3. The Town Board hereby refers Introductory Local Law No. 2 of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. 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



RESOLUTION NO. 82.23

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 EXTEND THE BID CONTRACT FOR TREE CUTTING AND REMOVAL SERVICES WITH HARMONY TREE SERVICE LLC

WHEREAS, on April 13, 2022, the Town Board of the Town of Rotterdam passed resolution 130.22 awarding the Tree Cutting and Removal Services to Harmony Tree Service LLC, and within the bid packet under general requirements, section 5 it is noted that at the mutual consent of both the Town and the Contractor, the term of the contract and or bid price may be extended to a second or third year; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes to extend the awarded bid contract for Tree Cutting & Removal Services, with Harmony Tree Service LLC of 350 Mariaville Rd. Rotterdam, New York 12306 through April 13, 2024, in the amount(s) not to exceed the original agreement prices set forth in Certified Resolution #130.22 dated April 13, 2022.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute the extended contract with said awarded bidder in accordance with the terms of the bid proposal as submitted. Summary of bid process are on file in the Town Clerk's office.

SECTION 3. 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



RESOLUTION NO. 83.23

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:

REQUESTING BIDS FOR HIGHWAY MATERIALS: CONCRETE BLOCKS, CAPS, MANHOLE GRATES & FRAMES

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 call for bids for Highway Materials: Concrete Blocks, Caps, Manhole Grates & Frames.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Monday, the 6th day of March 2023, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS: CONCRETE BLOCKS, CAPS, MANHOLE GRATES & FRAMES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:00 A.M., MONDAY, MARCH 6, 2023

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: February 8, 2023
BidNet: Please publish on February 10, 2023
Daily Gazette: Please publish once on February 11, 2023
Town Clerk Post

SECTION 3. 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 Office of the Town Clerk Schenectady County, NY

RESOLUTION NO. 84.23

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:

REQUESTING BIDS FOR HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL, & SAND

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 call for bids for Highway Materials: Crushed Limestone, Gravel, & Sand.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Monday, the 6th day of March 2023, at 10:15 A.M., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL, & SAND

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:15 A.M., MONDAY, MARCH 6, 2023

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: February 8, 2023
BidNet: Please publish on February 10, 2023
Daily Gazette: Please publish once on February 11, 2023
Town Clerk Post

SECTION 3. 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



RESOLUTION NO. 85.23

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:

REQUESTING BIDS FOR HIGHWAY MATERIALS: WATERTIGHT & END SECTION, ROUND CORRUGATED PLASTIC PIPE, & UNDERDRAIN PERFORATED PIPE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials: Watertight & End Section, Round Corrugated Plastic Pipe, & Plastic Underdrain Perforated Pipe.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Monday, the 6th day of March 2023, at 10:30 A.M., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS: WATERTIGHT & END SECTION, ROUND CORRUGATED PLASTIC PIPE, & PLASTIC UNDERDRAIN PERFORATED PIPE

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:30 A.M., MONDAY, MARCH 6, 2023

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: February 8, 2023
BidNet: Please publish on February 10, 2023
Daily Gazette: Please publish once on February 11, 2023
Town Clerk Post

SECTION 3. 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



RESOLUTION NO. 86.23 TABLED

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 **TABLED**:

ADOPTION OF RPTL 466-a VOLUNTEER FIREFIGHTERS/AMBULANCE WORKERS EXEMPTION

WHEREAS, the Town of Rotterdam has offered the 466-a Volunteer Firefighters/Ambulance workers exemption which allowed the eligible applicants to receive a 10% reduction of assessment, capped at $3,000.00; and

WHEREAS, recently passed legislation by the New York State Legislature removes the $3,000.00 cap and allow for all taxing jurisdictions to adopt by resolution a local option of this law; and

WHEREAS, taxing jurisdictions that offer the similar exemption must adopt a local law, ordinance, or resolution no later than December 9, 2025; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the exemptions of RPTL 466-a, as amended on December 9, 2022, for Volunteer Firefighters and Ambulance workers.

SECTION 2. The Town Board of the Town of Rotterdam, hereby sets the RPTL 466-a exemption minimum years of service as two (2) years.

SECTION 3. The Town Board of the Town of Rotterdam, hereby adopts the RPTL 466-a lifetime exemption for members with 20 years or more of service.

SECTION 4. This resolution shall become effective February 8, 2023.

DATED: February 8, 2023 **TO TABLE**

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 **TABLED** 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



RESOLUTION NO. 87.23

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 ROOF REPLACEMENT PROJECT AT THE ROTTERDAM SENIOR CITIZENS CENTER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for a roof replacement project at the Rotterdam Senior Citizens' Center, located at 2639 Hamburg Street, Rotterdam New York 12306, for a lump sum not to exceed twenty thousand and 00/100 ($20,000.00) 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 Office of the Town Clerk Schenectady, County, NY

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 Office of the Town Clerk Schenectady County, N.Y.

RESOLUTION NO. 89.23

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 APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A1410 4270	FROM:	Misc. Expense	-85.50
General	A1410 4801	INTO:	Software	+85.50

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

RESOLUTION NO. 90.23

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 ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR JANUARY 2023

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Supervisor **COLLINS,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of January 2023, has been placed on file and the Town Clerk's check in the amount of eight thousand three hundred seventy-eight dollars and 94/100 ($8,378.94) has been submitted to the Supervisor for deposit.

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 Office of the Town Clerk Schenectady, County NY

RESOLUTION NO. 91.23

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 THE PURCHASE AND INSTALLATION OF ONE WET PIT PUMP FOR THE WASTEWATER TREATMENT PLANT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase and installation of one ABS XFP100E-CB1.4A-PE75/4(460V) PE2 wet pit pump for the Wastewater Treatment Plant at 26 W. Campbell Road, Rotterdam New York, 12306 from A-Team Pump & Control Services LLC, located at 10 Hemlock Street, Latham New York, 12110, in the amount not to exceed ten thousand eight hundred forty-six and 20/100 ($10,846.20) 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 Office Of The Town Clerk Schenectady County, NY

RESOLUTION NO. 92.23

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 THE TOWN SUPERVISOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH RESPECT TO EMPLOYEE NUMBER 02082023-1

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 execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees Association Town of Rotterdam Unit #8504.

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 Office of the Town Clerk Schenectady, County NY

RESOLUTION NO. 93.23

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 ACCEPT TOWN BOARD MEETING MINUTES OF JANUARY 25, 2023

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 adopts the minutes of the January 25, 2023 town board meeting as attached.

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 Office of the Town Clerk Schenectady, County NY

RESOLUTION NO. 94.23

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 AWARD THE BID TO JCI JONES FOR CHLORINE GAS WITH ADDENDUM

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Wednesday, February 8, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request, for the purchase by the Town of Rotterdam of the following:

CHLORINE GAS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid with addendum for Chlorine Gas for the Town of Rotterdam to JCI Jones Chemical, located at 176 S Ringling Blvd. Sarasota, Fl 34236, in an amount not to exceed four hundred and 00/100 ($400.00) dollars per 150-pound cylinder.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective 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

