

# VILLAGE OF PITTSFORD

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*Village Hall ca 1855 (remodeled 1937)*

## **Village of Pittsford Board of Trustees Meeting January 27, 2022, 6:30 PM**

### **Tentative Agenda**

#### **Board Member - Conflict of Interest Disclosure & Open Meeting Compliance Certification**

#### **Department Reports**

- Village Attorney
- Treasurer's / Village Clerk Report
- Minutes

#### **Meeting Items**

1. Cannabis Referendum
2. 19 N. Main Street
3. Establishment of Sewer Reserve
4. Best Value Procurement Standards
5. South Street and Wood Street Sidewalk replacement SEQR Designation
6. Back Entrance Restoration and Building HVAC
7. Financial Advisors
8. Naming the Village Plows
9. Treasurer Training

#### **Member Items**

#### **Public Comment**

#### **Executive Session**

Next Scheduled Meeting –Regular Meeting February 10, 2022 \*Subject to Change Without Notice

Village Board Meeting

Department Reports

Village Attorney

# Village Board Meeting

## Department Report

### Treasurers / Village Clerk Report

- Bill Pay
- RGE Settlement

## TREASURER'S REPORT

Submitted by

Brooklyn Thomas

1/27/2022

- Voucher for approval – Abstract #18
  - General fund (415-440) \$20,766.28
  - Sewer fund (435) \$3,150.00
  - **Total vouchers for approval: \$23,916.28**

**From:** [Michael Caton - Computel](#) on behalf of [Michael Caton - Computel \(mcaton@computel-consultants.com\)](#)  
**To:** [undisclosed-recipients:](#)  
**Subject:** Final Avangrid (NYSEG and RG&E) GRT Settlement Update  
**Date:** Friday, January 21, 2022 11:58:36 AM

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By now, all municipalities in the Avangrid Gross Receipts Tax Settlement should have received a fully executed Settlement and Release Agreement along with a check for the net proceeds from your portion of the settlement pool.

As promised, I've been monitoring the NYSEG and RG&E filings at the Public Service Commission to make sure they comply with their settlement obligation to begin collecting and paying the local GRT on "delivery only" revenue going forward. I can report that the necessary filings have been submitted to the PSC and will become effective on February 1st. This means that all NYSEG and RG&E "delivery only" revenue will be included in local GRT payments going forward effective February 1, 2022. This completes our NYSEG and RG&E GRT audits.

Thanks again for your patience and cooperation.

Mike Caton

--

Michael T. Caton  
Principal  
Computel Consultants  
89 Stewart Drive  
Scarborough, ME 04074  
Cell: (315) 723-7758

# Village Board Meeting

Meeting Items  
Agenda Item 1

Cannabis Referendum

**Dear Village Resident,**

**On Tuesday, February 8, a referendum will be held at Village Hall on the following two questions:**

- **Shall the Village of Pittsford allow retail cannabis dispensaries to locate and operate within the boundaries of the Village of Pittsford?**
- **Shall the Village of Pittsford allow on-site cannabis consumption establishments to locate and operate within the boundaries of the Village of Pittsford?**

***All Village residents who are registered voters are encouraged to participate.***

**When:** Tuesday, February 8, from Noon – 9PM

**Where:** Village Hall, 21 North Main Street, Pittsford

**Questions?** contact Village Hall, 585.586.4332, or [villageclerk@villageofpittsford.com](mailto:villageclerk@villageofpittsford.com) go to [www.villageofpittsford.com](http://www.villageofpittsford.com) for more details.

**Absentee ballot applications online or at Village Hall**



# Cannabis retail sales and establishments for consumption within the Village?

## Referendum

**February 8, Noon –9PM**

**Village Hall**

*Absentee ballot applications  
online or at Village Hall*

**[www.villageofpittsford.com](http://www.villageofpittsford.com)**

**585-586-4332**

Village Hall  
21 North Main Street  
Pittsford, NY 14534

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Rochester, NY  
Permit No.1000

# Village Board Meeting

Meeting Items  
Agenda Item 2

19 N. Main Street

# 19 N. Main Street Timeline

- **Pittsford Fire District (PFD) acquires house / Carriage House from John/Caroline Wadhams in May 1995 for \$180,000 – life use granted to Wadhams.**
  - Purchase was for future use, expansion of facilities at 8 Monroe Ave.
  - Carriage House renovated in 1999.
  - House became unoccupied in 2000 due to unexpected passing of Mrs. Wadhams , No plan in place from PFD.
- **October 2010 PFD Facilities Master Plan included options for 19 N. Main., (\$37,000)**
  - Admin Office, Training, File, Flex Space options not adopted
- **Asbestos Abatement 2015 – 2016**
  - A&E Services: \$37,000
  - Remediation: \$77,000
- **First Facility Use Study on 19. N. Main St. completed in 2007. (\$1.0M)**
  - Volunteer Bunk-In Space option, renovate entire 3700 sqft structure – not adopted due to cost.
- **2008 Town of Pittsford approached PFD to acquire 19 N. Main: (\$175,000)**
  - PFD declines offer, maintains options on property and access to N. Main Street.
- **Additional Options Explored 2017 – 2018, (\$3.5M)**
  - Full ADA compliance Exercise Space, Storage, Offices, Carriage House Expansion.
  - Bonding options explored. Project not adopted.

# Village Board Meeting

Meeting Items  
Agenda Item 3

Establishment of Sewer Reserve

# Canal Break Floods A Rochester Suburb

By David A. Andelman

Oct. 30, 1974



See the article in its original context from  
October 30, 1974, Page 94 Buy Reprints

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This is a digitized version of an article from The Times's print archive, before the start of online publication in 1996. To preserve these articles as they originally appeared, The Times does not alter,

*edit or update them.*

*Occasionally the digitization process introduces transcription errors or other problems; we are continuing to work to improve these archived versions.*

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Fifteen square miles of a wealthy Rochester suburb were flooded to a depth of four feet—and in some places more—when the State Barge Canal burst in the Monroe County hamlet of Bushnells Basin yesterday afternoon.

Scores of residents fled to the roofs of houses and climbed telephone poles after the water tore a 100-foot hole in the canal where a work crew was completing a sewer excavation project. At least one woman was reported injured and one man suffered a heart attack, officials said.

Houses were swept off their foundations by the force of the water, trees were uprooted and walls were shattered, according to eyewitnesses and reports from state police and sheriff's officials.

### **8,000 Gallons a Second**

More than four hours after the rupture, Sheriff William M. Lombard of Monroe County said that 8,000 to 10,000 gallons of water a second were still pouring from the hole in the canal's wall.

He identified the hospitalized woman as Frances Cramer. Ambulance crews said that she had told them she had gone down to her cellar and that suddenly the entire cellar wall caved in and washed her into the direct torrent from the canal.

“She was grateful to be alive,” said one ambulance crew member. “She thought she'd had it.” Mrs. Cramer was treated for severe bruises in Strong Memorial Hospital, Rochester.

“My son was eating his lunch when suddenly he said, ‘Mom, come quick,’” said Mrs. Mary Mahaffey. “It was like ‘The Poseidon Adventure,’ only worse. A wall of water came rushing past, full of trees and mud. It knocked out the concrete wall there.”

Many residents drew parallels to “The Poseidon Adventure,” a film shown on television Sunday night in which a tidal wave swamps an ocean liner.

The location of the canal break, which State Transportation Department officials described as the largest break in the system's recent history, was 15 miles east of the city of Rochester.

At that point, the canal is elevated — nearly two stories above the ground as it crosses a flat plain. The canal is more than 100 feet wide.

### **Guard Gates Closed**

Officials said that shortly after noon today, a work crew building a tunnel for the Monroe County Pure Waters Agency sewage project noticed water building up in the nearly completed tunnel next to the canal. Shortly after they reported this to officials at 2:15 P.M., the entire tunnel blew out together with a 50-foot hole in the side of the canal. As water poured through, the hole widened to more than 100 feet.

About 20 minutes later, canal engineers closed the guard gates, cutting off more water between locks 30 at Macedon in Wayne County and 32 in Pittsford in Monroe County.

By that time, water was surging through the streets of Bushnells Basin. In some areas, houses and land were flooded to a depth of six feet or more, although in most areas the water leveled off at about four feet in depth.

As the residents fled to the roofs or top stories of houses or climbed telephone poles, the Rochester Gas and Electric Company work crews shut off gas and electric service to the entire area.

Rescue boats from the Monroe County sheriff's department and the state police began circulating through the flood zone plucking residents from their perches. Those made homeless, and there was no immediate determination of how many families lost their homes, were taken to the St. Luke's Episcopal Church in nearby Terinton.



SAAW



SCALE: 1"=50'

**ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS**

PROJECT: VILLAGE OF PITTSFORD – SIPHON REPLACEMENT

DATED: JANUARY 2022

BY: SH

LAST REVISED: 1/20/2022

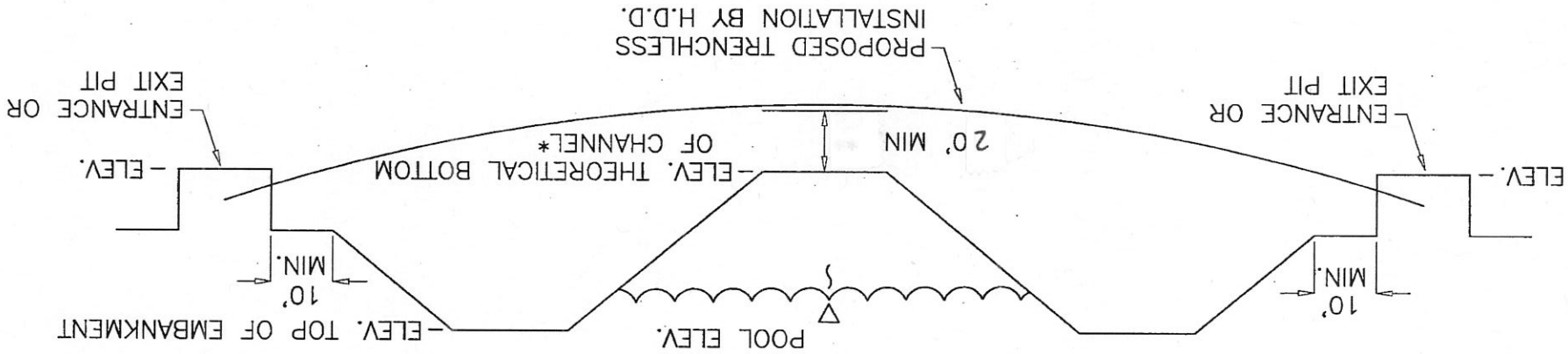
SHEET 1 OF 1

| ITEM | DESCRIPTION   | UNIT PRICE  | QUANTITY |    | AMOUNT              |
|------|---|-------------|----------|----|---------------------|
| -    |   |             |          |    |                     |
| 1    | 6" DIA. DIRECTIONALLY DRILLED HDPE PIPE FROM SOUTH SIPHON TO NORTH SIPHON (PIPE 1 OF 2).                        | \$250.00    | 325      | LF | \$81,250.00         |
| 2    | 6" DIA. DIRECTIONALLY DRILLED HDPE PIPE FROM SOUTH SIPHON TO NORTH SIPHON (PIPE 2 OF 2).                        | \$250.00    | 325      | LF | \$81,250.00         |
| 3    | ENTRANCE/EXIT PITS – CONVERT TO 6' DIA. MANHOLE. CONNECT TO GRAVITY SYSTEM.                                     | \$17,000.00 | 2        | EA | \$34,000.00         |
| 4    | TEMPORARY OVERLAND PUMPING AND BY-PASS SYSTEM WITH TEMPORARY BRACED STRUCTURE. TO SUSPEND PUMP LINE OVER CANAL. | \$25,000.00 | 1        | LS | \$25,000.00         |
| 5    | DECOMMISSION OLD SIPHONS AND RELATED STRUCTURES PER CANAL REQUIREMENTS.   | \$5,000.00  | 1        | LS | \$5,000.00          |
| 6    | GENERATOR RENTAL  | \$2,000.00  | 1        | LS | \$2,000.00          |
|      | <b>SUBTOTAL</b>   |             |          |    | <b>\$228,500.00</b> |
|      | GEOTECHNICAL AND GENERAL ENGINEERING (20%)  |             |          |    | \$34,275.00         |
|      | CONTINGENCY (10%)   |             |          |    | \$22,850.00         |
|      | INSPECTION (3%)   |             |          |    | \$6,855.00          |
|      | <b>TOTAL</b>  |             |          |    | <b>\$292,480.00</b> |

ALL ITEMS ARE TO BE CONSTRUCTED, INSTALLED AND/OR PERFORMED COMPLETELY IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS

\* AS SHOWN ON BARGE CANAL RECORD PLANS OR AS DETERMINED BY DIVISION

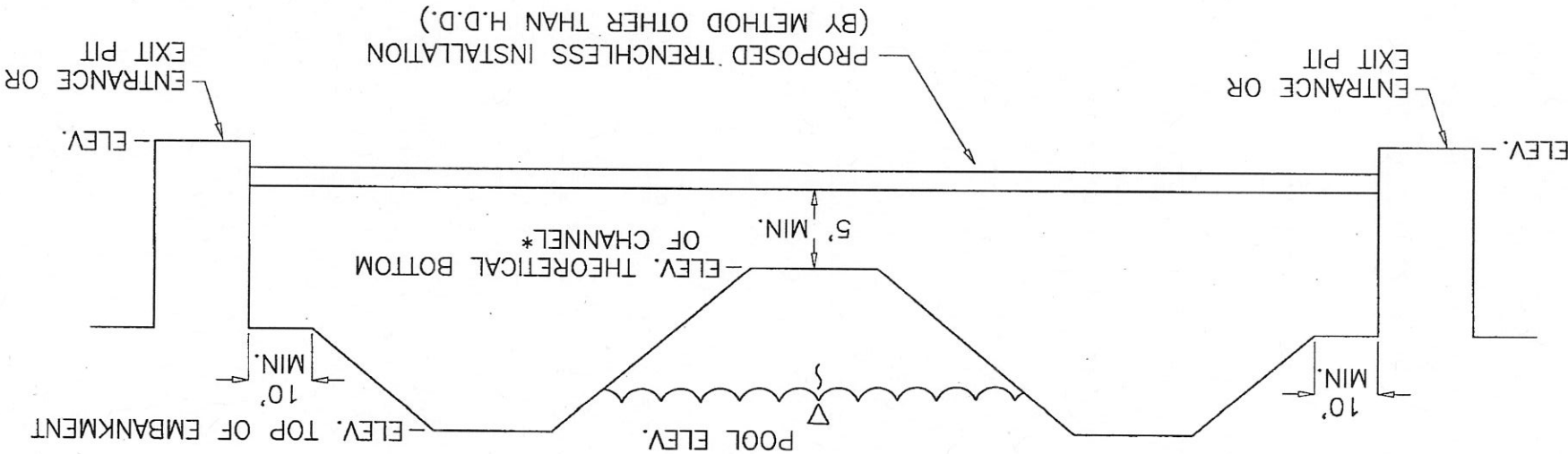
MINIMUM INFORMATION TO BE SHOWN ON PROFILE  
FOR HORIZONTAL DIRECTIONAL DRILL (H.D.D.) INSTALLATIONS



DWG. NO. 2a  
R1 4/03/2013

\* AS SHOWN ON BARGE CANAL RECORD PLANS OR AS DETERMINED BY DIVISION

MINIMUM INFORMATION TO BE SHOWN ON PROFILE  
FOR TRENCHLESS INSTALLATIONS OTHER THAN H.D.D.



# Village Board Meeting

Meeting Items  
Agenda Item 4

Best Value Procurement Standards

*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**§ 43-1 Title.**

This chapter shall be known as "the Best Value Bidding Procedure of the Village of Honeoye Falls."

**§ 43-2 Legislative purpose and authorization.**

New York General Municipal Law § 103(1) allows the Village to authorize, by local law, the award of certain purchase contracts (including contracts for services) subject to competitive bidding under General Municipal Law § 103 on the basis of "best value," as defined in § 163 of the New York State Finance Law. The purpose and intent of this chapter is to allow the Village to exercise and implement this bidding option.

**§ 43-3 Best value standard.**

- A. The Village hereby authorizes the use of the best value standard as part of the Village's procurement policies. All bid offerings advertised by the Village for the purchase of goods and services that otherwise meet the criteria of state law and the Village's procurement policy may be issued on the best value standard at the discretion of the Village Board of Trustees. When the best value standard is to be used, the bid advertisement shall provide all prospective bidders with advanced notice that the contract shall be awarded on the basis of best value rather than lowest responsible bidder.
- B. "Best value" shall have the meaning as provided in New York State Finance Law § 163, as amended from time to time.
- C. This provision shall not apply to purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the New York Labor Law and any other contract that may in the future be excluded under state law from the best value option.
- D. The standards, thresholds, and procedures for awarding a contract on the basis of best value shall be set forth in the Village Procurement Policy, as enacted and amended by the Village Board of Trustees, and shall reflect current state law where applicable.

*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

## Article I Best Value Awards

**[Adopted 1-14-2016 by L.L. No. 1-2016]**

### **§ 33-1 Findings and intent.**

General Municipal Law § 103 requires competitive bidding for purchase contracts and public works contracts and has historically required that such bids be awarded to the lowest responsible bidder whose bid meets the requirements of the specifications for the project. Section 103 was amended to provide that by enacting a local law so providing, towns and other municipalities may award purchase contracts which would otherwise be subject to the "lowest bidder" rule on the basis of best value, as defined in the State Finance Law § 163, to a responsive and responsible bidder or offeror. The Village Board hereby determines that it is in the best interest of the Town/Village of East Rochester and its residents for the Village Board to have the authority to award purchase contracts on the basis of best value.

### **§ 33-2 Authorization to accept best value.**

On and after the effective date of this article, the Town/Village of East Rochester may award purchase contracts, including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Labor Law Article 8, on the basis of best value, as defined in State Finance Law § 163, to a responsive and responsible bidder or offeror.

- A. Where the basis for award is the best value offer, the Village Board shall document, in the procurement record and in advance of the initial receipt of offers, the determination of the evaluation criteria, which, whenever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.
- B. Where appropriate, the solicitation shall identify the relative importance and/or weight of cost and the overall technical criteria to be considered by the Village Board in its determination of best value.
- C. The election to award any such contract on the basis of best value shall be made by the Village Board. In the event that no such election is made, purchase contracts will continue to be awarded to the lowest responsible bidder furnishing any required security.

### **§ 33-3 Severability.**

If any provision of this article is determined to be unconstitutional or invalid, the validity and enforceability of the remainder shall not be affected.

# Village Board Meeting

Meeting Items  
Agenda Item 5

South Street and Wood Street Sidewalk replacement  
SEQR Designation

# Village Board Meeting

Meeting Items  
Agenda Item 6

Back Entrance Restoration and Building HVAC

## **PROPOSAL FOR ARCHITECTURAL SERVICES**

WEST BASEMENT ENTRANCE IMPROVEMENTS | 21 NORTH MAIN STREET, PITTSFORD

January 17, 2022

Mayor Alysa Plummer  
Village of Pittsford  
21 North Main Street  
Pittsford, NY 14534

Dear Mayor Plummer,

Below is our proposal for full architectural and engineering services for your west basement entrance improvements project. We are pleased to have the opportunity to continue working with the Village on their historic Village Hall.

### **DESCRIPTION OF THE PROJECT**

It is my understanding that you wish to improve the safety, accessibility to, and aesthetics of the exterior west entrance to the American Legion Room. The work will include a new Basement entry door and replaced exterior steps; work will be in keeping with the existing architecture of the Village Hall in order to keep its impact to a minimum. The project will develop our Schematic Design/Design Development drawings “West Entrance Stair to Basement” dated August 24, 2018, refer to Attachment 2. Project scope includes:

1. Replacing the existing exterior steep concrete steps to the west parking lot. Lowering the landing within the American Legion Room, replacing the exterior door, and providing a concrete sidewalk to the existing parking lot.
2. Designing a canopy over the exterior door for protection from the elements.
3. Providing limited interior renovations at the replaced exterior door within the Legion Room to accommodate the enlarged masonry opening.

The project(s) will be publicly bid to a group of qualified, general contractors. The Owner and selected General Contractor will enter into a single, general construction AIA agreement(s).

This proposal is for full architectural and structural engineering services for the work described above, and is to include Contract Documents, Bidding & Negotiation, and Contract Administration phases.

### **CONSTRUCTION BUDGET**

The construction budget is set at \$105,000 as identified in the Schematic Design Opinion of Probable Construction Costs dated October 3, 2018 and adjusted for inflation from the U.S. Inflation Calculator through the U.S. Bureau of Labor Statistics. Refining our “Opinion of Probable Construction Costs” will be part of the services provided for all phases of the project.

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## ARCHITECTURAL SERVICES

We propose to furnish the following services, all in accordance with the attached AIA Document B104 - 2017, "Standard Abbreviated Form of Agreement Between Owner and Architect."

### 1. SITE ANALYSIS / MEASURED DRAWINGS

*Completed in Schematic Design/Design Development phases in 2018.*

### 2. PROGRAMMING/ GOVERNMENT REVIEW

*Completed in Schematic Design/Design Development phases in 2018.*

### 3. SCHEMATIC DESIGN

*Completed in Schematic Design/Design Development phases in 2018.*

### 4. DESIGN DEVELOPMENT

*Completed in Schematic Design/Design Development phases in 2018.*

### 5. CONTRACT DOCUMENTS

Based on approved Design Development drawings dated August 24, 2018, we will prepare Contract Documents including working drawings and specifications sufficient to obtain bids from qualified general contractors for a single, general construction contract. Specifications will use Masterspec format language and include AIA documents where applicable. We will revise the opinion of probable construction costs.

We will meet with you to review the Contract Document package in detail. We anticipate we will have (1) meeting for the work of this phase.

### 6. BIDDING AND NEGOTIATIONS

We will assist with the public bidding process by creating a Notice for Bids, conducting a pre-bid walk-through, answering questions, and preparing addenda for bidders. We will review the bid results and assist with negotiations.

### 7. CONTRACT ADMINISTRATION

We will prepare an AIA contract for construction. Following completion of the contract, we will review contractor-provided submittals as required by our specifications, document our site visits and meetings with the contractor, review and approve monthly payment applications, provide requested interpretations of the contract documents, prepare change orders and field directives for limited changes to the work, develop a punch list for substantial completion and project close-out.

We have assumed a construction period for this project lasting approximately two (2) months and have included an allowance of four (4) scheduled on-site progress meetings with the contractor including a pre-construction meeting, and one (1) final site-visit for creation of the punch list. Site visits required or requested in excess of this total of five, will be billed on an hourly basis in accordance with the attached schedule of fees.

Throughout all our construction projects, it is our intent to develop a collaborative relationship with the contractor while ensuring that the quality of work completed by them for our clients is in strict accordance with the design and material quality required by our Contract Documents.

Preparation of proposal requests and change orders that amend the project scope or design from the approved Contract Documents due to in-field conditions and/or Owner requests will be provided as an additional service and billed on an hourly basis.

## **ADDITIONAL SERVICES**

The following Additional Services are available to you to ensure a complete project:

- **VILLAGE OF PITTSFORD HISTORIC PRESERVATION BOARD PROCESS**

The modifications will require approval by the Village of Pittsford Historic Preservation Board. We will provide drawings, assist with the application, and present the project at Board meetings. We are assuming our attendance will be required for the February 2022 meeting for conceptual review and one additional meeting for a Certificate of Appropriateness (CofA) approval at the March or April 2022 meeting.

- **MARKETING GRAPHICS**

If you would like assistance with drawings or graphics for marketing purposes, we can provide this as an additional service in-house.

## **CLIENT TO PROVIDE**

The following information may be necessary for us to complete our services and is not included in our scope of work or fees:

- *Building Access and Exploratory Openings.* If portions of the building need to be opened for examination, we will identify proposed locations so openings can be made by your forces or an outside contractor.
  - We do not anticipate this as a request, but if required during the process of building investigation and research into solutions, we will ask you to provide these exploratory openings.
- *Archival Drawings.* It is our understanding that you have provided all archival drawings and documents at your disposal.
- *Hazardous Materials Identification and Treatment.* Bero Architecture PLLC has no expertise in the identification, treatment, repair, or removal of lead- or asbestos- or PCB-containing products; mold, mildew, fungi, or other biological dangers; or other hazardous or toxic materials. New York State labor laws require a Pre-Construction hazardous materials survey be conducted, and an abatement plan instituted, as a part of any construction project affecting an existing building.
  - You have previously provided surveys of the Basement and these documents will be included in the construction documents.
  - We anticipate one additional survey of the work area at the existing west door of the Legion Room will be required.

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## SCHEDULE

We will place your project on our schedule as soon as we receive a Notice to Proceed. Based on today's workload, we feel we can begin our work by February. You should allocate about two (2) months for the work of this proposal, excluding Bidding & Negotiations and Construction Administration.

## ARCHITECTURAL FEES

We will charge you a fixed amount of **\$ 12,200**. This amount will be invoiced monthly by percentage completion of service, as follows:

|   |                  |
|---|------------------|
| 1. Site Analysis / Measured Drawings                | n/a              |
| 2. Programming / Government Review                  | n/a              |
| 3. Schematic Design                                 | n/a              |
| 4. Design Development                               | n/a              |
| 5. Contract Documents                               | \$ 5,800         |
| 6. Bidding & Negotiation                            | \$ 1,000         |
| 7. Construction Administration                      | \$ 4,000         |
| 8. Structural Engineering Fees                      | \$ 1,400         |
| 9. Additional Service – Historic Preservation Board | *see below       |
| <b>Total:</b>                                       | <b>\$ 12,200</b> |

For the Additional Service to provide documents and to present to the Village of Pittsford Historic Preservation Board, we will charge you hourly with a not to exceed of (5) hours at \$125/hour for **\$ 625** maximum. We calculated one (1) hour for preparation of documents and application, two (hours) for the conceptual design meeting presentation, and two (2) hours for the CofA approval meeting.

Reimbursable expenses (which include drawing reproduction, mileage, copies, and other expenses incurred in the performance of the work) are billed in accordance with the attached "Schedule of Fees – 2022," Attachment 2. We recommend you budget a minimum of an additional 3% of our fee for reimbursable expenses (\$ 350).

Payment is due within 30 days of billing. The service charge for unpaid amounts is 1% per month.

If the services covered by this proposal have not been completed within twelve (12) months of the date of Notice to Proceed, through no fault of Bero Architecture PLLC, the amounts of compensation, rates, and multiples will be equitably adjusted to reflect normal staff salary increases.

## TERMS AND CONDITIONS

Your signature on the copy of this proposal and returned to this office, will signify understanding and agreement to the terms and conditions stated; it will serve as our Notice to Proceed. If I do not hear from you within thirty (30) days, this proposal will expire.

To assist in a clear understanding of our mutual responsibilities we are attaching a copy of the AIA Document B104 - 2017, "Standard Abbreviated Form of Agreement Between Owner and Architect" which is part of this proposal, Attachment 3.

Mayor Plummer, we hope this proposal includes everything we discussed. If I have left anything out, or if you have comments or questions, please call me at (585) 262-2035.

Yours truly,



Jennifer Ahrens, Principal  
BERO ARCHITECTURE, PLLC

Attachments:

1. Schedule of Fees – 2022
2. “West Entrance Stair to Basement,” Bero Architecture, PLLC, August 24, 2018 and Opinion of Probable Construction Cost, Bero Architecture, PLLC, October 3, 2018.
3. AIA Document B104 - 2017, “Standard Abbreviated Form of Agreement Between Owner and Architect.”

Enclosure:

1. Copy of this proposal for return to this office

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(Client) Approved by:

Date:

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## 2022 - SCHEDULE OF FEES

|   |  |
|---|--|
| <b>Principal Architect / Preservation Architect</b>   | \$ 140 - \$ 150 / hour                                     |
| <b>Project Architect / Senior Architectural Associate</b>   | \$ 110 - \$ 130 / hour                                     |
| <b>Architectural Associate</b>  | \$ 75 - \$ 90 / hour                                       |
| <b>Interior Designer</b>  | \$ 85 / hour   |
| <b>Clerical Staff</b>   | \$ 65 / hour   |
| <b>Expert Witness Services - preparation and testimony</b>  | \$ 300 / hour  |
| <b>Consultants</b>  | Invoice Cost + 10%, or<br>hourly as indicated in Agreement |
| <ul style="list-style-type: none"><li>• Civil, Landscape, MEP, Soils, Structural, etc.</li><li>• Architectural Historian, Archaeologist</li></ul> |  |

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### Reimbursable Expenses

Invoice Cost + 10%

- Drawing and document reproduction, supplies, lodging, postage, building models, renderings, fees paid to governmental authorities, and other expenses incurred in the performance of the work; mileage for projects beyond a twelve (12) mile radius from our office will be billed at the current IRS rate.

### Archive Fee

- For access to stored drawings, including electronic or paper drawings, reports and correspondence, we charge \$1 per document per year of storage, with a minimum charge of \$50. Reproduction is billed as a reimbursable expense in addition to the Archive Fee.

### CAD File Use and Fees

- Bero Architecture PLLC, at its sole discretion, may provide CAD drawing files in electronic form (.dwg or .pdf), to others if requested by the client and approved by the building Owner. A processing fee of \$35 per drawing will be billed to cover employee preparation and transmission time, with a minimum fee of \$75. This fee will apply in addition to Archive Fees for projects that have been completed.

### Terms & Conditions

- Billings are every four weeks, typically as a percentage completion of phase. Payment is due within 30 days of billings. Service Charge for unpaid amounts is 1% per month.

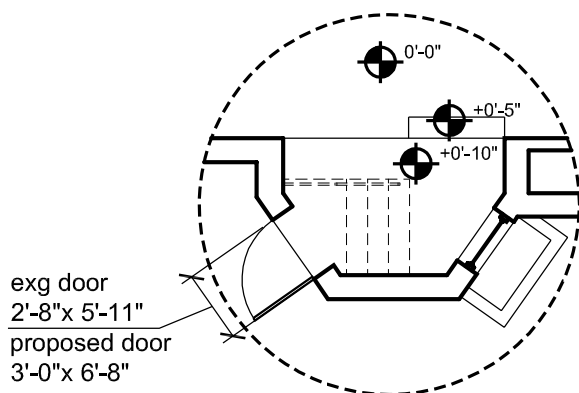
Note: Rates for staff are based on payroll expenses and are subject to change.



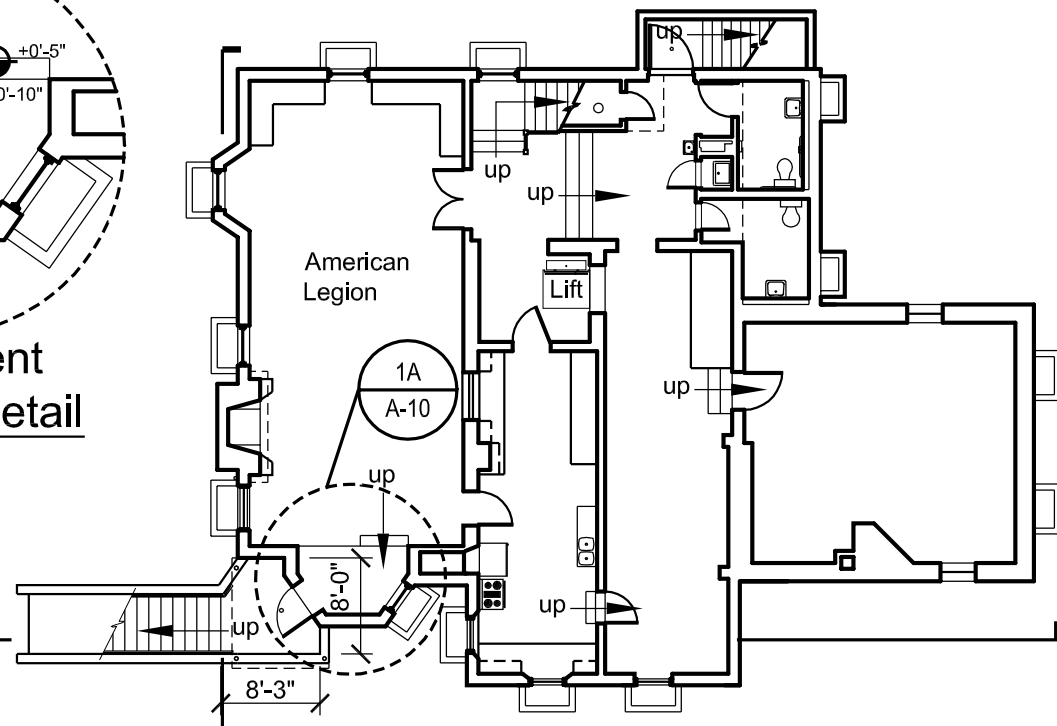
3  
 A-10  
**West Elevation**  
 3/32"=1'-0"



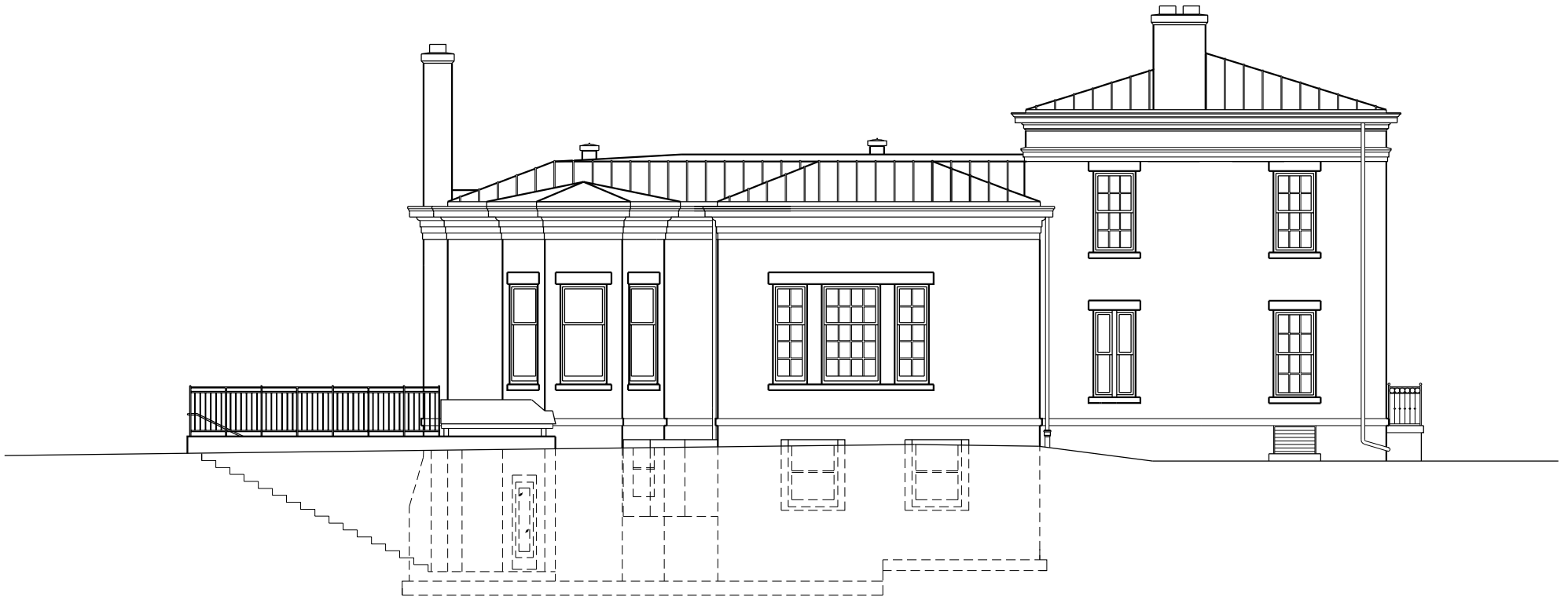
2  
 A-10  
**West Section**  
 3/32"=1'-0"



1A  
 A-10  
**Basement Demo Detail**  
 1/8"=1'-0"



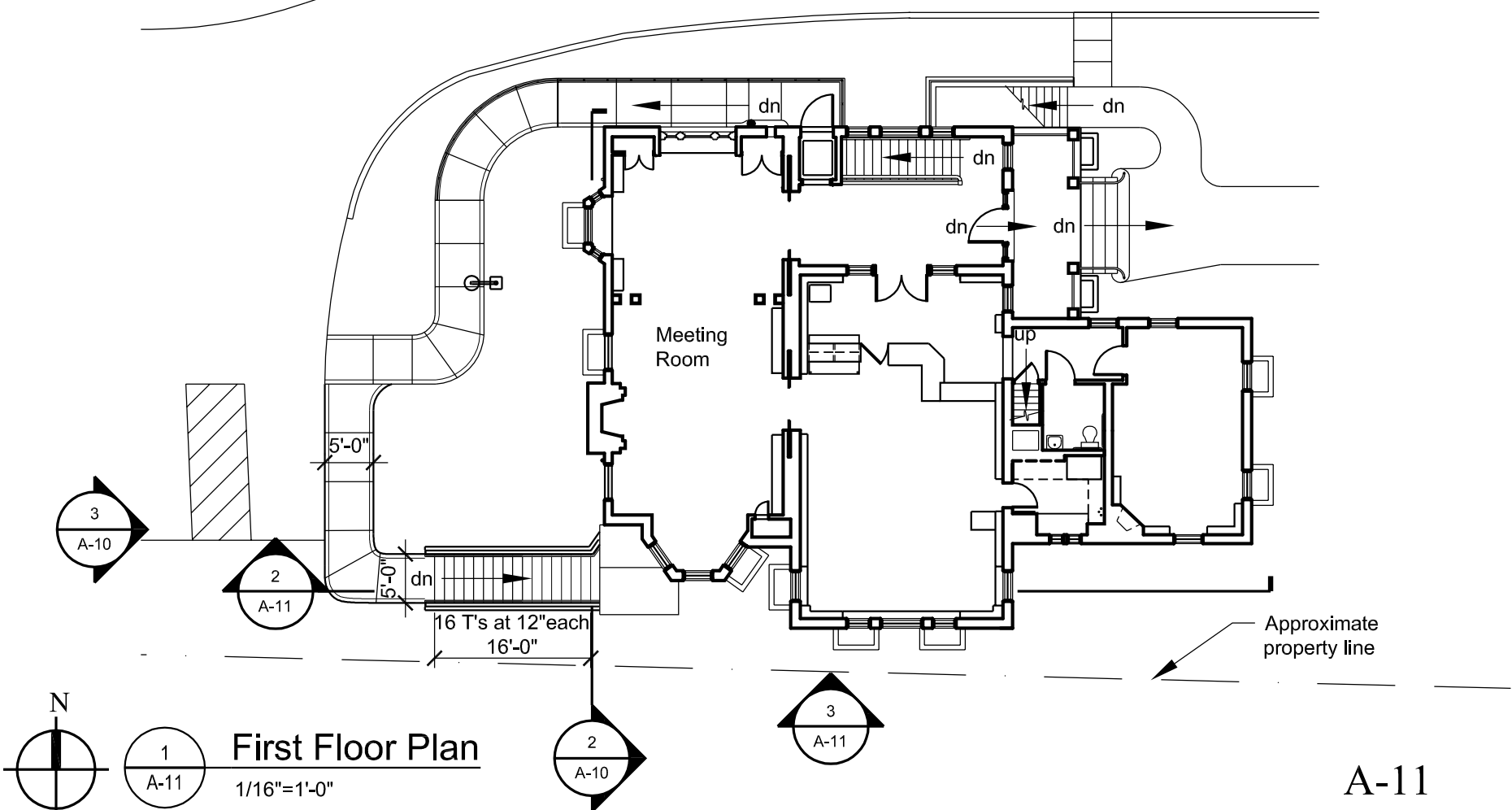
N  
 1  
 A-10  
**Basement Plan**  
 1/16"=1'-0"



3  
 A-11  
**South Elevation**  
 3/32"=1'-0"



2  
 A-11  
**South Section**  
 3/32"=1'-0"



1  
 A-11  
**First Floor Plan**  
 1/16"=1'-0"

A-11

| Work Item                                       | Qty | Units | Unit Cost | Subtotal  | Markup | Total     | Project Totals   |
|---|-----|-------|-----------|-----------|--------|-----------|------------------|
| <b>BASEMENT WEST ENTRANCE AND STEPS</b>         |     |       |           |           |        |           |                  |
| <b>Schematic Design</b>                         |     |       |           |           |        |           |                  |
| <b>Site work</b>                                |     |       |           |           |        |           |                  |
| Temporary fencing and protections               | 1   | ls    | \$ 2,000  | \$ 2,000  | 1.76   | \$ 3,500  |                  |
| Remove existing steps and guardrails            | 32  | hrs   | \$ 68     | \$ 2,181  | 1.76   | \$ 3,800  |                  |
| Dumpster/hauling                                | 1   | ls    | \$ 1,200  | \$ 1,200  | 1.76   | \$ 2,100  |                  |
| Provide walks, retaining walls, and rails       |     |       |           |           |        |           |                  |
| Provide concrete sidewalk                       | 145 | sf    | \$ 15     | \$ 2,175  | 1.76   | \$ 3,800  |                  |
| Provide concrete stairs, handrails              | 18  | lf    | \$ 750    | \$ 13,500 | 1.76   | \$ 23,800 |                  |
| Provide landing with new floor drain            | 50  | sf    | \$ 25     | \$ 1,250  | 1.76   | \$ 2,200  |                  |
| Provide concrete retaining walls                | 50  | lf    | \$ 75     | \$ 3,750  | 1.76   | \$ 6,600  |                  |
| Provide guards                                  | 40  | lf    | \$ 75     | \$ 3,000  | 1.76   | \$ 5,300  |                  |
| Site improvements                               |     |       |           |           |        |           |                  |
| Plantings/Grass restoration                     | 1   | ls    | \$ 1,500  | \$ 1,500  | 1.76   | \$ 2,600  |                  |
| Modify stormwater lines for new floor drain     | 1   | ls    | \$ 4,000  | \$ 4,000  | 1.76   | \$ 7,000  |                  |
| <b>Modifications at entry and canopy</b>        |     |       |           |           |        |           |                  |
| Modify existing masonry opening for door        | 24  | hrs   | \$ 160    | \$ 3,849  | 1.76   | \$ 6,800  |                  |
| Demo existing interior steps, railing, platform | 4   | hrs   | \$ 68     | \$ 273    | 1.76   | \$ 500    |                  |
| Provide wood door and hardware                  | 1   | ls    | \$ 3,000  | \$ 3,000  | 1.76   | \$ 5,300  |                  |
| Provide door covering                           | 1   | ls    | \$ 7,000  | \$ 7,000  | 1.76   | \$ 12,300 |                  |
| Modify int step at platform, provide handrail   | 1   | ls    | \$ 3,000  | \$ 3,000  | 1.76   | \$ 5,300  |                  |
| Provide canopy lighting/power                   | 1   | ls    | \$ 2,400  | \$ 2,400  | 1.76   | \$ 4,200  |                  |
| <b>SUBTOTAL SCHEMATIC DESIGN</b>                |     |       |           |           |        |           | <b>\$ 95,100</b> |

| <b>Markups</b>                | <b>GC</b> | <b>PRIME-Rehab</b> | <b>PS</b> | <b>PRIME-New</b> |
|-------------------------------|-----------|--------------------|-----------|------------------|
| General conditions            | 10.00%    | 10.00%             | 10.00%    | 10.00%           |
| Special conditions            | 10.00%    |                    |           | 10.00%           |
| General contractor's overhead | 15.00%    | 10.00%             |           |                  |
| General contractor's profit   | 10.00%    | 5.00%              |           | 10.00%           |
| Contingency                   | 15.00%    | 15.00%             | 15.00%    | 15.00%           |
| Professional fees             |           |                    |           |                  |
| Compounded and rounded        | 1.76      | 1.46               | 1.27      | 1.53             |



*Western NY's Most Trusted Renewable Energy Experts*

**Proposal For: Steve Lauth**

21 North Main St.  
Pittsford, NY 14534

**Date:** January 20, 2022

**We are pleased to offer you the most efficient and  
reliable geothermal system available!**



Geotherm Premier System

Lauth - Geo Quote



## WaterFurnace 7-Series.....

\$13,500

- ✓ Most advanced geo on the planet
- ✓ Variable speed compressor
  - 14 stages of heating, 12 stages of cooling
- ✓ Variable speed ECM blower motor
- ✓ Superior efficiency and comfort
  - 5.3 COP - 530% heating efficiency
  - 41.0 EER cooling + SuperBoost mode
  - Active Dehumidification
- ✓ Aurora Advanced controls + performance package
- ✓ 10 year parts & 5 year labor warranty
- ✓ Made in USA

Utility Rebate: **-\$7,755**

Contract Cost: **\$5,745**



## Symphony Controls.....

\$1,000

- ✓ Color touchscreen thermostat
- ✓ Energy & performance monitoring
- ✓ Digital humidity control
- ✓ Wifi remote operation with phone app



## Ground Loop Heat Exchanger.....

\$27,500

- ✓ Reliable closed loop design
- ✓ Vertical bore w/ HDPE piping w/ heat fusion connections
- ✓ Thermally enhanced bentonite grout
- ✓ Customized for each home
- ✓ Watertight seals into structure
- ✓ Geothermal freeze protection
- ✓ Lifetime “no leaks” guarantee



## Geo Connection to Earth.....

\$4,500

- ✓ NP<sup>V2</sup> variable speed flow center
- ✓ Geo-Flo’s exclusive 3-way valves
- ✓ Insulated HDPE source piping
- ✓ Flo-Link connections
- ✓ Performance test ports

## Professional Installation.....

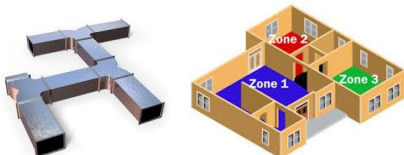
\$11,000

- ✓ High quality craftsmanship
- ✓ Skilled technicians
- ✓ Turn-key Geo integration with home
- ✓ System performance verification
- ✓ **1 year Investment Protection Program Membership (Silver)**

## First Floor Ductwork and Zoning.....

\$14,000

- ✓ Modifications to first floor ductwork
- ✓ Quiet & comfortable design
- ✓ Total home comfort control
- ✓ Symphony compatible for remote access
- ✓ (3) zones and thermostats
- ✓ Custom return drop w/ turning veins for even flow



|                                     |                 |
|-------------------------------------|-----------------|
| <b>GEOTHERM Premier System Cost</b> | <b>\$71,500</b> |
| Geothermal Utility Rebate           | -\$7,755        |
| Geotherm Inc. Project Discount      | -\$2,500        |
| <b>Contract Cost</b>                | <b>\$61,245</b> |
| 10% Federal Tax Credit*             | -\$6,125        |
| <b>Investment Total</b>             | <b>\$55,121</b> |

\* Credit shown above are for demonstration purposes only (consult your accountant for details and eligibility)

- 30% payment of contract cost due at contract signing (used for system engineering and geo equipment order)
- 30% payment of contract cost required within 15 days of ground loop installation
- 30% payment of contract cost required within 15 days of equipment placement
- 10% payment of contract cost required within 15 days of system startup/test
- Utility rebate released after system completion and customer approval
- Quote valid for 30 days

Brought to you by:



+



**We look forward to an amazing geothermal project with great people!**

---

Authorized Signature - Buyer

---

Authorized Signature - Geotherm Inc.

335 Kavanaugh Road, Honeoye Falls, NY 14472  
 (585) 305-2574 ext 1 || [info@GeothermNY.com](mailto:info@GeothermNY.com)

# System Options

(not included in cost until added)



## Supplemental Geo Hot Water..... \$4,000

- ✓ Geothermal Hot Water Generator
- ✓ Free supplemental hot water -approx. 60%
- ✓ Insulated storage tank
- ✓ Includes 50 gallon electric water heater

Utility Rebate: **-\$100**  
Contract Cost: **\$3,900**

- \* Use existing hot water tank for storage = **-\$500**
- \* Upgrade to dual 50 gallon hot water heaters = \$1,000
- \* Upgrade to Rheem marathon 85 gallon electric hot water heater = \$1,000



## Heat Pump Hot Water Heater..... \$3,500

- ✓ Rheem Performance Platinum Hybrid
- ✓ 50 gallon tank w/ stainless elements
- ✓ Class leading 3.70 UEF efficiency
- ✓ Premium grade anode rod - extends tank life
- ✓ 10-year warranty
- ✓ Integrated EcoNet connected

Utility Rebate: **-\$700**  
Contract Cost: **\$2,800**

- \* Air exchange to outside with hood kits and insulated ductwork - \$1,000
- \* Upgrade 80 gallon option - \$1,000



## GEO THERM Deluxe Design..... **-\$3,000**

- ✓ WaterFurnace 5-Series
- ✓ Two-stage compressor operation
- ✓ Variable speed ECM blower motor
- ✓ Aluminum Air Coil
  - Maximum efficiency and reliability
- ✓ Traditional single speed flow center
- ✓ Aurora Advanced System controls
- ✓ Intellistart system included
- ✓ Symphony package w/ monitoring

Utility Rebates **\$660**  
Contract Cost: **-\$2,340**



## Investment Protection Program..... \$299

- ✓ Silver package w/ annual performance tune-up
- ✓ Priority service - we take care of you
- ✓ 10% parts and labor discount
- ✓ \$25 service charge discount

# Comfort & Air Quality Options

(not included in cost until added)



## Humidifier.....

\$850

- ✓ Moist, healthy air quality
- ✓ Helps prevent dry skin and static



## UV Air Purifier.....

\$800

- ✓ Reduces airborne contaminants
- ✓ Kills germs, viruses, mold and dust mites



## Heat Recovery Ventilator.....

\$3,500

- ✓ High efficiency fresh air
- ✓ Whole house ventilation



## Whole-house Dehumidifier.....

\$2,500

- ✓ Powerful and efficient moisture removal
- ✓ Northern climate basement protection
- ✓ Hard plastic drain - no dumping required

\* Finished basement ducting and grills = \$1,000

\* Basement and house ductwork integration and zoning package = \$2,000



## Reverse Osmosis Water Purifier.....

\$900

- ✓ Crystal clear, high quality drinking water
- ✓ NSF Certified 5-stage filtration
- ✓ Undersink tank w/ stainless faucet

\* \$150 per additional connection (ice maker, second faucet, etc.)



## UV Water Purifier.....

\$1,250

- ✓ Kills bacteria, viruses and pathogens  
→ Safe drinking water
- ✓ No chemicals added - pure water
- ✓ Stainless steel construction - long life



## Water Detector Switch.....

\$400

- ✓ Helps prevent water damage by detecting early
- ✓ Integrated with Symphony for automatic alerts
- ✓ Stainless steel water detectors with solid state electronics

# Village Board Meeting

Meeting Items  
Agenda Item 7

Financial Advisors

**Village of Pittsford**  
**General Fund Capital Project Debt Planning**



**Draft:** January 27, 2022

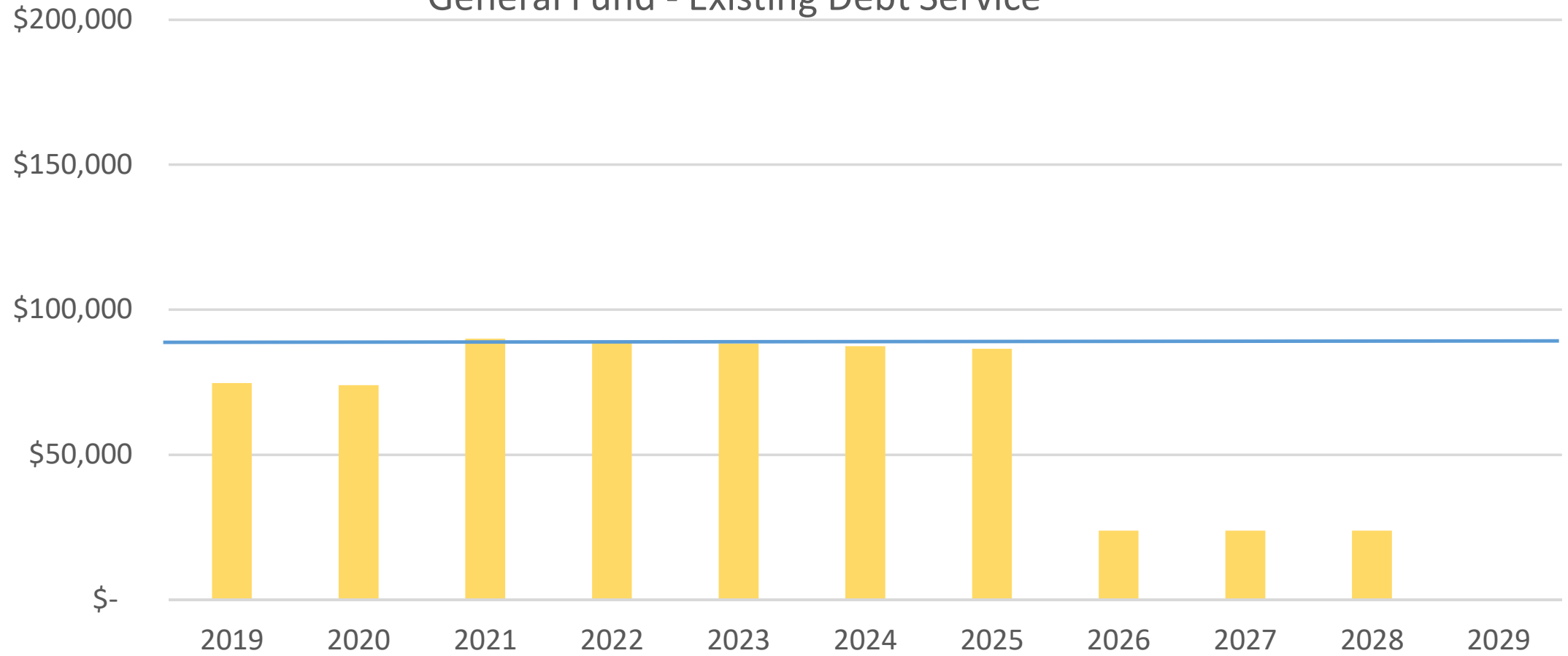
Prepared By: BERNARD P. DONEGAN, INC. (585) 924-2145  
345 Woodcliff Drive, 2<sup>nd</sup> Floor  
Fairport, New York 14450

**Village of Pittsford**  
**General Fund - Existing Debt Service**

| GENERAL<br>FY Ending: | \$425,000 SB, 2016<br>Various Capital Improvements Project<br>NIC = 1.7421% |                  | \$194,710 Lease Financing, 2017<br>Street Sweeper<br>NIC = 3.719% |                  | \$52,915.96 Lease Financing, 2019<br>Truck<br>NIC = 4.045% |                 | TOTALS            |                  | Total DS  | \$ Change   |
|-----------------------|---|------------------|---|------------------|--|-----------------|-------------------|------------------|-----------|-------------|
|                       | Principal   | Interest         | Principal   | Interest         | Principal  | Interest        | Principal         | Interest         |           |             |
| 2019                  | \$ 45,000   | \$ 5,950         | \$ 16,381   | \$ 7,366         | \$ -   | \$ -            | \$ 61,381         | \$ 13,316        | \$ 74,697 |             |
| 2020                  | \$ 45,000   | \$ 5,163         | \$ 17,001   | \$ 6,746         | \$ -   | \$ -            | \$ 62,001         | \$ 11,909        | \$ 73,910 | \$ (788)    |
| 2021                  | \$ 50,000   | \$ 4,375         | \$ 17,644   | \$ 6,103         | \$ 9,746   | \$ 2,181        | \$ 77,390         | \$ 12,659        | \$ 90,049 | \$ 16,139   |
| 2022                  | \$ 50,000   | \$ 3,500         | \$ 18,312   | \$ 5,436         | \$ 10,148  | \$ 1,779        | \$ 78,460         | \$ 10,715        | \$ 89,174 | \$ (875)    |
| 2023                  | \$ 50,000   | \$ 2,625         | \$ 19,005   | \$ 4,743         | \$ 10,566  | \$ 1,361        | \$ 79,571         | \$ 8,729         | \$ 88,299 | \$ (875)    |
| 2024                  | \$ 50,000   | \$ 1,750         | \$ 19,724   | \$ 4,024         | \$ 11,001  | \$ 925          | \$ 80,725         | \$ 6,699         | \$ 87,424 | \$ (875)    |
| 2025                  | \$ 50,000   | \$ 875           | \$ 20,470   | \$ 3,278         | \$ 11,455  | \$ 472          | \$ 81,924         | \$ 4,625         | \$ 86,549 | \$ (875)    |
| 2026                  |   |                  | \$ 21,244   | \$ 2,503         |  |                 | \$ 21,244         | \$ 2,503         | \$ 23,747 | \$ (62,802) |
| 2027                  |   |                  | \$ 22,048   | \$ 1,700         |  |                 | \$ 22,048         | \$ 1,700         | \$ 23,747 | \$ -        |
| 2028                  |   |                  | \$ 22,882   | \$ 866           |  |                 | \$ 22,882         | \$ 866           | \$ 23,747 | \$ -        |
| 2029                  |   |                  |   |                  |  |                 | \$ -              | \$ -             | \$ -      | \$ (23,747) |
| <b>Total</b>          | <b>\$ 340,000</b>   | <b>\$ 24,238</b> | <b>\$ 194,710</b>   | <b>\$ 42,764</b> | <b>\$ 52,916</b>   | <b>\$ 6,718</b> | <b>\$ 587,626</b> | <b>\$ 73,719</b> |           |             |



# Village of Pittsford General Fund - Existing Debt Service



# Village of Pittsford

## DEBT STATEMENT SUMMARY

As of January 27, 2022

| Fiscal Year<br><u>Ended</u>                          | <u>Assessed<br/>Valuation</u> | <u>Equalization<br/>Rates</u>  | <u>Equalized Value</u> |
|--|-------------------------------|--------------------------------|------------------------|
| 05/31/18   | \$ 177,396,304                | 100.00%                        | \$ 177,396,304         |
| 05/31/19   | 177,465,828                   | 100.00%                        | 177,465,828            |
| 05/31/20   | 184,894,112                   | 100.00%                        | 184,894,112            |
| 05/31/21   | 186,346,964                   | 100.00%                        | 186,346,964            |
| 05/31/22   | 187,224,244                   | 95.00%                         | <u>197,078,151</u>     |
| Total .....  |                               |                                | <u>\$ 923,181,359</u>  |
| Five-Year Average Equalized Value .....              |                               |                                | \$ 184,636,272         |
| Debt Limit (7% thereof) .....                        |                               |                                | \$ 12,924,539          |
| <u>Borrowings:</u>                                   |                               |                                |                        |
| Serial Bonds .....                                   |                               | <u>\$ 200,000</u> <sup>1</sup> |                        |
| Total Inclusions .....                               |                               |                                | \$ 200,000             |
| <u>Exclusions:</u>                                   |                               |                                |                        |
| Appropriations .....                                 |                               | <u>\$ 50,000</u> <sup>2</sup>  |                        |
| Total Exclusions .....                               |                               |                                | <u>\$ 50,000</u>       |
| Total Net Indebtedness .....                         |                               |                                | \$ 150,000             |
| Net Debt-Contracting Margin .....                    |                               |                                | \$ 12,774,539          |
| Percentage of Debt-Contracting Power Exhausted ..... |                               |                                | 1.16%                  |

Notes: 1 Does not include \$158,393 of lease financings.

2 Budgeted appropriations are automatically excluded pursuant to provisions of the New York State Constitution and Section 136.00 of the Local Finance Law.



Village of Pittsford, Monroe County, New York  
 \$350,000 South St. and Woods St. Sidewalks and Drainage Project  
 Proposed 5-Year Maturity Schedule  
 (\$250,000 borrowing and \$100,000 Grant)

**DRAFT**

| For Fiscal<br>Year Ending<br><u>May 31:</u> | <u>Grants</u>     | Annual<br>Principal<br>Payment<br><u>(May 15)</u> | Remaining<br>Principal<br>Amount<br><u>Outstanding</u> | Annual<br>Interest<br>Payment<br><u>(May 15 &amp; Nov. 15)</u> | <b>Annual<br/>Debt<br/>Service</b> |
|---|-------------------|---|--|--|------------------------------------|
|   |                   |   |  | <i>4.00% Est. Bonds</i>  |                                    |
|   |                   |   | \$ 250,000   |  |                                    |
| 2023  | \$ 100,000        | \$ 50,000   | 200,000  | \$ 6,667   | <b>\$ 56,667</b>                   |
| 2024  |                   | 45,000  | 155,000  | 8,000  | <b>53,000</b>                      |
| 2025  |                   | 50,000  | 105,000  | 6,200  | <b>56,200</b>                      |
| 2026  |                   | 50,000  | 55,000   | 4,200  | <b>54,200</b>                      |
| 2027  |                   | 55,000  | -  | 2,200  | <b>57,200</b>                      |
| Totals                                      | <u>\$ 100,000</u> | <u>\$ 250,000</u>                                 |  | <u>\$ 27,267</u>   | <u><b>\$ 277,267</b></u>           |
| Averages                                    |                   | \$50,000  |  | \$5,453  | <b>\$55,453</b>                    |

Village of Pittsford, Monroe County, New York  
**\$350,000 South St. and Woods St. Sidewalks and Drainage Project**  
**Proposed 5-Year Maturity Schedule**

**DRAFT**

| For Fiscal<br>Year Ending<br><u>May 31:</u> | <u>Grants</u> | Annual<br>Principal<br>Payment<br>( <u>May 15</u> ) | Remaining<br>Principal<br>Amount<br><u>Outstanding</u> | Annual<br>Interest<br>Payment<br>( <u>May 15 &amp; Nov. 15</u> ) | <b><u>Annual<br/>Debt<br/>Service</u></b> |
|---|---------------|---|--|--|---|
|   |               |   |  | <i>4.00% Est. Bonds</i>  |   |
|   |               |   | \$ 350,000   |  |   |
| 2023  | \$ -          | \$ 70,000   | 280,000  | \$ 9,333   | <b>\$ 79,333</b>                          |
| 2024  |               | 65,000  | 215,000  | 11,200   | <b>76,200</b>                             |
| 2025  |               | 70,000  | 145,000  | 8,600  | <b>78,600</b>                             |
| 2026  |               | 70,000  | 75,000   | 5,800  | <b>75,800</b>                             |
| 2027  |               | 75,000  | -  | 3,000  | <b>78,000</b>                             |
|   |               |   |  |  |   |
| Totals                                      | <b>\$ -</b>   | <b>\$ 350,000</b>                                   |  | <b>\$ 37,933</b>   | <b>\$ 387,933</b>                         |
| Averages                                    |               | \$70,000  |  | \$7,587  | <b>\$77,587</b>                           |



## VILLAGE OF PITTSFORD

### Administrative, Financial and Legal Timetable

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Purposes: Proposed Drainage & Sidewalk Project – South St. & Woods St.      Date: January 25, 2022  
 Proposed Rear Entrance & Geothermal Energy Projects

---

| <u>Date</u>        | <u>Responsible Party</u>      |      | <u>Action</u>   |
|--------------------|-------------------------------|------|---|
| Prior to 4/18/2022 | Engineer                      | (1)  | SEQRA process completion.   |
| 4/26/2022          | Village Board Clerk/Treasurer | (2)  | <b><u>REGULAR BOARD MEETING:</u></b><br>A. Adopt SEQRA Resolution.<br>B. Adopt Bond Resolution authorizing maximum dollar amount to be spent. |
| 4/27/2022          | Clerk/Treasurer               | (3)  | Deliver text of Permissive Referendum (if applicable) notice to official Newspaper, Brighton-Pittsford Post (published Thursdays).            |
| 4/27/2022          | Clerk/Treasurer               | (4)  | Mail certified copy of adopted Bond Resolution to Bond Counsel and copy to BPD, Inc.  |
| 5/5/2022           | Official Newspaper            | (5)  | Publication and posting of Permissive Referendum (if applicable). <i>(must be within 10 days of adoption of Bond Resolution.)</i>             |
| 5/27/2022          | Official Newspaper            | (6)  | Expiration of Permissive Referendum (31 <sup>st</sup> day after adoption of the Bond Resolution).   |
| 5/31/2022          | Clerk/Treasurer               | (7)  | Deliver the text of the Notice of Estoppel to the official newspaper.   |
| 6/9/2022           | Official Newspaper            | (8)  | Publication of the Notice of Estoppel.  |
| 6/16/2022          | Clerk/Treasurer               | (9)  | Mail certified Affidavit of Publication of Permissive Referendum and Notice of Estoppel to Bond Counsel and BPD, Inc.                         |
| 6/30/2022          | Calendar                      | (10) | Notice of Estoppel publication period expires (21 <sup>st</sup> day). May award bids and/or borrow.   |

**VILLAGE OF PITTSFORD**

**Administrative, Financial and Legal Timetable**

**DRAFT**

Purposes: Proposed Drainage & Sidewalk Project – South St. & Woods St.  
Proposed Rear Entrance & Geothermal Energy Projects

Date: January 25, 2022

| <u>Date</u>     | <u>Responsible Party</u>                     |      | <u>Action</u>  |
|-----------------|--|------|--|
| July/Aug., 2022 | Village Board<br>Engineer                    | (11) | Advertise and Award Construction Bids.   |
| TBD             | BPD, Inc.                                    | (12) | Mail Draft Notice of Sale to Village Officials, Village Attorney and Bond Counsel. |
| TBD             | BPD, Inc.                                    | (13) | Mail Final Notice of Sale to underwriters.   |
| TBD             | Clerk/Treasurer<br>BPD, Inc.                 | (14) | Sale of Bond Anticipation Notes/Serial Bonds.                                      |
| TBD             | Clerk/Treasurer<br>Bond Counsel<br>BPD, Inc. | (15) | Settlement on Bond Anticipation Notes/Serial Bonds.                                |

**REGULAR BOARD MEETING DATES: 2<sup>nd</sup> & 4<sup>th</sup> Tuesdays**

TBD – To Be Determined

VILLAGE OF PITTSFORD

RESOLUTION AUTHORIZING EXECUTION OF LETTER FOR  
MUNICIPAL ADVISOR SERVICES

At a \_\_\_\_\_ meeting of the Board of Trustees of the Village of Pittsford, Monroe County, New York, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the following were:

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to wit:

BE IT RESOLVED BY THIS BOARD OF TRUSTEES AS FOLLOWS:

- (1) The firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Village of Pittsford.
- (2) Said firm shall be compensated for its services to be rendered in accordance with its letter of services dated January 20, 2022.
- (3) The Mayor is hereby authorized to execute and deliver said letter of services.
- (4) This resolution shall take effect immediately.

The motion having been duly offered and seconded, the following votes were cast:

|       |        |       |
|-------|--------|-------|
| _____ | voting | _____ |
| _____ | voting | _____ |
| _____ | voting | _____ |
| _____ | voting | _____ |
| _____ | voting | _____ |



**MUNICIPAL FINANCE**

January 20, 2022

Ms. Alys Plummer  
Mayor  
Village of Pittsford  
21 North Main Street  
Pittsford, NY 14534

Dear Alys:

We are pleased to submit the following letter for Municipal Advisor services in connection with the Village's Capital Project financings and other financial matters.

The scope of our letter of services is divided into four parts:

**A TEMPORARY FINANCING**

**PART 1 -** Initial Borrowing and/or Renewal of Bond Anticipation Notes with an Official Statement (\$1,000,000 or more).

**B PERMANENT FINANCING**

**PART 2 -** Sale of Registered Public Market Serial Bonds with an Official Statement (\$1,000,000 or more).

**C OTHER**

**PART 3 -** Continuing Annual Secondary Market Disclosure over a Bond Issue to Comply with CFR Title 17, Securities Exchange Act of 1934, as amended, Section 240.15c2-12.

**PART 4 -** Financial Management Services.

**BERNARD P. DONEGAN, INC.**

345 WOODCLIFF DRIVE, 2ND FLOOR  
FAIRPORT, NY 14450

585 • 924-2145 • FAX 585 • 924-4636

E-MAIL: [team@bpdinc.net](mailto:team@bpdinc.net)



MUNICIPAL FINANCE

Ms. Alysa Plummer

January 20, 2022

Page 2 of 9

**A TEMPORARY FINANCING**

**PART 1- INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES WITH AN OFFICIAL STATEMENT**

The following items will be completed under this portion of the contract:

- (1.1) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement and Notice of Sale, the Bond Anticipation Note sale, and subsequent closing.
- (1.2) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for public reoffering of issues of \$1,000,000 and more.
- (1.3) Prepare and file the "**Certificate of Filing of Official Statement**" pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (1.4) Create the **Notice of Sale** required by the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 26, and Section 60.00(e) of the Local Finance Law and coordinate the approval of Bond Counsel and subsequent distribution to potential purchasers of the Bond Anticipation Notes along with the Official Statement.
- (1.5) Arrange for **time and location of sale**.
- (1.6) Coordinate and provide **written follow-up**, among Village Officials and Bond Counsel and, where appropriate, Project Engineer.
- (1.7) **Conduct the sale** and make recommendation on the award of the bid.
- (1.8) Arrange for Standard & Poor's "**CUSIP**" (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue and subsequently printed on the notes, if applicable.
- (1.9) Coordinate and provide **written follow-up** of the note details and **closing arrangements** with the purchaser of the Bond Anticipation Notes, Bond Counsel and/or the Village Attorney, and Village Officials.
- (1.10) If appropriate, **coordinate the payoff of any maturing Notes** with the renewal proceeds among all concerned parties.



MUNICIPAL FINANCE

Ms. Alysa Plummer

January 20, 2022

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The charge for each Bond Anticipation Note borrowing or renewal thereof will be \$6,375 plus out-of-pocket expenses. If an Official Statement is not utilized for a Note issue under \$1,000,000, then the charge would be \$3,187 plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

## **B PERMANENT FINANCING**

### **PART 2- SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT**

The following items will be completed under this portion of the contract:

- (2.1) Coordinate the **approval of the selected maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond sale.
- (2.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.
- (2.3) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (2.4) Coordinate and provide **written follow-up** to Village Officials and Bond Counsel.
- (2.5) Compile the information required and make application on behalf of the Village for a **Standard & Poor's** or a **Moody's Credit Rating** in connection with the bond sale.
- (2.6) Apply for "Qualification" for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds, and subsequently, complete the request for reviews.
- (2.7) Provide **advance notification** of the Bond Sale to banks, brokerage firms and other potential purchasers prior to mailing the Official Statement and Notice of Sale.
- (2.8) Where appropriate, using Certificated Bonds, coordinate the appointment of a "**Fiscal Agent**" bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the Village Officials, Bond Counsel and selected bank.



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- (2.9) Where appropriate, using **Book-Entry Only Bonds**, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- (2.10) Coordinate the **printing and mailing of the Official Statement** and the Notice of Sale.
- (2.11) Prepare and file the "**Affidavit of Mailing of Official Statement**" pursuant to the Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 25.3(b).
- (2.12) Prepare and file the "**Certificate of Filing of Official Statement**" pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (2.13) Arrange for legal ad **publication of the Notice of Sale** in compliance with Section 25.2 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York and in compliance with Section 57.00 of the Local Finance Law.
- (2.14) Complete, have executed by Village Officials, and file the "**debt Statement**" with the Office of the State Comptroller and Bond Counsel in compliance with Section 109.00 of the Local Finance Law.
- (2.15) Arrange for the **location and time of the Bond sale**, and acceptance of the bids.
- (2.16) **Conduct the sale** and make recommendation on award of the Net Interest Cost bid. Coordinate filing copies of the bids with Bond Counsel and Village Clerk/Treasurer. Coordinate Deposit of the proceeds of the "Good Faith" check (2% of issue amount).
- (2.17) Arrange for Standard & Poor's "**CUSIP**" (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (2.18) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and Village Officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
- (2.19) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

We will assist the Village in planning its total budget for the project and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system, credit rating, printing and mailing of the Official Statement, and publications of the Notice of Sale. The aforementioned materials, outside services and disbursements will be the responsibility of the Village.



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The charge for each serial bond issue will be \$13,315 plus out-of-pocket expenses. If an Official Statement is not utilized for a Bond issue under \$1,000,000, then the charge would be \$6,657 plus out-of-pocket expenses. The fee quotes herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers – Northeast Urban Rate, for the time period July1 through June 30.

### C OTHER

#### **PART 3- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE OVER THE LIFE OF A BOND ISSUE TO COMPLY WITH CFR TITLE 17, SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, SECTION 240.15c2-12**

The above-referenced Section 240.15c2-12 requires the Village, as the issuer of \$1,000,000 or more, "to enter into a written agreement to provide certain event notices and/or annual financial information to the Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board ("MSRB)." The regulation makes it unlawful for a broker or underwriter to purchase and reoffer the Village's issue unless the broker has verified that the Village has undertaken the above-referenced "written agreement or contract for the benefit of the bond holders." Services rendered for compliance will depend directly upon the amount and type of indebtedness incurred by the Village and will be billed at the firm's current hourly rate.

- (3.1) **FULL DISCLOSURE** - The Village is required to annually prepare and file a secondary market disclosure official statement (financial information and operating data); audited annual reports, if any; and Material Event Notices to MSRB's EMMA system, if the Village's total outstanding indebtedness, including the current issue, exceed \$10,000,000. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Village. The time estimate under the current configuration of Section 240.15c2-12 is approximately 25± hours.
- (3.2) **LIMITED DISCLOSURE** - The Village is required to provide, at a minimum, certain annual financial information and operating data which is customarily prepared by the Village and is publicly available and a copy of the audited financial statements (if applicable) to MSRB's EMMA system. The Village must also provide Material Event Notices to the EMMA system. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the Village, if the Village's total outstanding indebtedness, including the current issue, is less than \$10,000,000. The time estimate under the current configuration of Section 240.15c2-12 is approximately five hours each year.
- (3.3) **LIMITED DISCLOSURE - EVENT NOTICES ONLY** - The Village is required to file certain "Event Notices" to the MSRB's EMMA system. When "Events" occur during the life of the issue, a determination is needed by Bond Counsel, and we can assist with the filing of the "Event Notices" after being notified by the Village as "Events" occur.



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#### **PART 4- FINANCIAL MANAGEMENT SERVICES**

The following representative optional items may be completed at the request of the Village Board or Village Officials under this portion of the contract:

- (4.1) Create a projected **cash flow** for the project.
- (4.2) Assist with and coordinate the **wire transfer** of funds from bank to bank through the Federal Reserve System.
- (4.3) Assist with **financial planning** and borrowings and review of borrowing options and scenarios.
- (4.4) Assist in establishing **accounting records** and bookkeeping procedures on the double-entry basis.
- (4.5) Create the format for a **monthly financial report** on the project to summarize the information in the bookkeeping system for management purposes.
- (4.6) Assist in estimating appropriate **debt service budget** figures.
- (4.7) Attend and participate in **Board meetings**, worksessions, or public information meetings.
- (4.8) Prepare **interim reports** concerning financial matters of the project.
- (4.9) Obtain an independent market valuation of the current value of **bonds** proposed to be **substituted in lieu of cash retainage** by contractors pursuant to Section 106.00 of the General Municipal Law and provide written followup and procedural suggestions for the physical handling of these instruments.
- (4.10) If required by arbitrage rules, coordinate the investment in State & Local Government Series in cooperation with the local bank of account, bond counsel and the Federal Reserve Bank in New York City.
- (4.11) Assist with **credit rating review** and/or conference call for bond sale or surveillance call as needed by Credit Rating Agency.

Any time spent assisting the Village Board and Village Officials with the preparation of financial data or attending any meetings or public hearings in connection with the proposed capital project will be billed at the our firm hourly rate.

The charge for any Financial Management Services will be \$181 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.



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## BILLINGS

All billings will include out-of-pocket expenses, which include copies, postage, mileage, travel, and any other incidental costs in connection with the project.

**PART 1- BOND ANTICIPATION NOTE BORROWINGS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE)** - Vouchers will be submitted after settlement of the Notes.

**PART 2- SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT (\$1,000,000 OR MORE)** - Vouchers will be submitted after settlement of the Bonds.

**PART 3- CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE** - Vouchers will be submitted after verified filing of the required information with the specified repositories.

**PART 4- FINANCIAL MANAGEMENT SERVICES** - Vouchers may be submitted on a monthly basis.

Additional work beyond the scope of this January 20, 2022 letter of services will be at the rate of \$181 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Vouchers for any services provided may be submitted on a monthly basis.

If the services under any portion of this contract are commenced, but are not completed for any reason, or are completed without our firm performing the entire role contemplated herein, an invoice will be rendered for the actual hours completed at the firm's normal hourly rate, plus actual disbursements incurred.

Any services in the nature of financial advice are to be performed by our firm to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions not constituting gross negligence.



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Upon acceptance of this letter of services, please have the Mayor **sign and date this letter**, retaining one signed copy for the official Village records, and **returning a signed copy to our office**.

This letter of intent and the fees quoted herein are valid if accepted and executed within 60 days of the date hereon.

Barnard P. Donegan, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The MSRB website is <http://msrb.org/>. A municipal advisory client brochure is available to you describing protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

Pursuant to SEC MSRB Rule G-42, this letter of services should be in place prior to municipal advice being given. Further, under Rule G-42, we are not aware of any known material conflicts of interest with your municipality. The firm has not been subject to any legal or disciplinary proceedings under SEC regulations. The Company's SEC Forms MA and MA-I can be found at [www.sec.gov/edgar/searchedgar/webusers.htm](http://www.sec.gov/edgar/searchedgar/webusers.htm).

If you should have any questions concerning this letter of services, please contact us. We look forward to working with the Village on this project.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Charles A. Bastian'.

Charles A. Bastian  
President

CAB/jam  
Enclosures

I, \_\_\_\_\_, Mayor of the Village of Pittsford, have been authorized by a resolution dated \_\_\_\_\_ to accept the Bernard P. Donegan, Inc. letter for Municipal Advisor services as outlined above.



(Signed) \_\_\_\_\_

(Dated) \_\_\_\_\_

# Village Board Meeting

Meeting Items  
Agenda Item 8

Naming the Village Plows

# Village Board Meeting

Meeting Items  
Agenda Item 9

Treasurer Training