

TOWN OF CLIFTON PARK TOWN BOARD MEETING

June 14, 2021

The Town Board meeting can be viewed live by visiting www.cliftonpark.org Scroll down to click



- I. Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Business**
 - **Presentation – Historical Preservation Commission**
 - **Resolutions for Consideration**
 - **Executive Session**
- VII. Open Public Privilege**

NOTE:

At this time, the Town Board meeting will be open to the public following CDC and New York State Guidelines for COVID-19. If vaccinated, no mask is required. Please check www.cliftonpark.org for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

- VIII. Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
June 14, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Sewer	Authorize an Outside User Agreement for the Clifton Park Sewer District No. 1 for 1008 Hatlee Road	P. Barrett
2. Highway	Accept a proposal from Precision Trenchless of Schenectady for sliplining of storm water pipes under a portion of Blue Jay Way	D. Bull
3. Highway	Authorize Barton & Loguidice to perform engineering services to develop plans and specifications in preparation of a Request for Bids for the repair of a collapsing culvert under a portion of Forest Drive	D. Bull
4. Parks & Recreation	Authorize the hiring of Benjamin J. Hogan as Summer Camp Medical Director for the 2021 Camp Season	P. Barrett
5. Town Board	Appoint Amy Standaert and Amy Flood as co-chairs of the E-Government, Permanent Internal Oversight and Planning Committee	A. Standaert
6. Supervisor	Authorize the Supervisor to sign a PILOT Agreement for Appleton Road	P. Barrett
7. Sewer	Classify the Riverview Landing Sewer District waste water treatment upgrade project pursuant to SEQRA 6NYCRR Part 617 and issue a negative declaration	P. Barrett
8. Sewer	Approve the Riverview Landing Sewer District waste water treatment upgrade project	P. Barrett
9. Sewer	Approve a bond in the amount of \$ 1,495,600 for the Riverview Landing Sewer District waste water treatment upgrade project	P. Barrett

10. Town Board Classify the application for a density increase by 451 Clifton Park Center Road LLC pursuant to SEQRA 6NYCRR Part 617

11. Town Board Approve a density increase for the Clifton Park Center Apartment project proposed by 451 Clifton Park Center Road LLC

Resolution No. _____ of 2021, a resolution authorizing the Supervisor to sign an Outside User Agreement for the Clifton Park Sewer District No. 1 for property located at 1008 Hatlee Road, currently owned by Eric and Jessica Marcy.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Town Board as Commissioners of the Clifton Park Sewer District No. 1 has received a request to extend service to land owned by Eric and Jessica Marcy at 1008 Hatlee Road, more particularly identified as SBL: 258.-1-26, and

WHEREAS, the real property is located outside the current service area of the Clifton Park Sewer District No. 1 and

WHEREAS, Mike O'Brien, the Collection Systems Manager, has determined that sufficient capacity exists within the Clifton Park Sewer District No. 1 to provide service to the property, and

WHEREAS, the Town Board recognizes the environmental, planning and policy objectives met by approving sewer service over alternative plans; now therefore be it

RESOLVED, that the Town Board as Commissioners of Clifton Park Sewer District No. 1 hereby approves an outside user connection to the District's facilities for property located at 1008 Hatlee Road, Ballston Lake, NY; and be it further

RESOLVED, that the Outside User Agreement shall be assigned to the residence at 1008 Hatlee Road, SBL: 258.-1-26, and connected to the Clifton Park Sewer District No. 1 facilities.

CLIFTON PARK SEWER DISTRICT NO. 1
OUTSIDE USER AGREEMENT

On this _____ day of _____, it is hereby agreed between the Town Board of the Town of Clifton Park as Commissioners of the Clifton Park Sewer District No. 1 of the Town of Clifton Park, Saratoga County, hereinafter referred to as the "Sewer District" or "District" and Jessica Marcy as owner of Residential Property improved with one single family home at 1008 Hatlee Road, , also identified as SBL # 258.-1-26 and referred to herein as "Sewer User".

1. BLANK hereby represents that they are the owners of a certain parcels of property in the Town of Clifton Park, County of Saratoga as depicted in Exhibit "A" of this Agreement, having Street Addresses of All such lots have been approved for the development of single-family homes. SEWER USER also represents, and the Town Acknowledges, that such real property is outside of the Clifton Park Sewer District No. 1 boundaries as defined in the maps, plan and reports establishing and extending the District, and that they desire that they may be permitted to connect said single family homes to the sewer main.
2. The Sewer District agrees that SEWER USER may make a connection from said sewer main to the said dwelling and that the Sewer District will furnish service to them upon the following terms and conditions:
 - a) SEWER USER hereby agrees to pay the following permit fees for connection to the Sewer District facilities,
 1. A \$1,000 hookup fee per lateral, payable at the Time of application for this Agreement.
 2. This Agreement requires a Saratoga County Sewer District #1 Grinder pump permit, which will be required prior to connecting to the system.
 3. Future maintenance and repair of the grinder pump will be the responsibility of the Homeowner.
 - b) SEWER USER also agrees that the properties and the subsequent purchasers of each lot sold will pay \$180 annually to the Town as an Operation and Maintenance fee, and that such fee will become a component of the annual assessment on each property, as will the Operation and maintenance fee imposed by the Saratoga County Sewer District, which is currently \$247.50 annually, but which is subject to change from time to time pursuant to Saratoga County rules and procedures.
 - c) SEWER USER shall, at their own expense and subject to the supervision and approval of the Superintendent of said Sewer District shall make a connection with the sewer force main on Hatlee Road. All such equipment

as prescribed by the Town Sewer Use Ordinance.

- d) Each Sewer User and property owner shall maintain the said service line from the sewer main, into their dwelling and shall also be responsible for and shall maintain the equipment and attachments thereto.
3. Sewer User also agrees that the employees or agents of said Sewer District may enter upon their premises to inspect for illegal connections or discharges.
4. SEWER USER agrees that no further extensions or additions to any part of the existing sewer system, or the connection which is subject of this agreement, shall be made without express written consent of the Sewer District.
5. All Policies, Rules, regulations and restrictions which are applicable to customers shall apply to the Sewer User except to the extent they are inconsistent with this agreement and they agree to abide by said Policies, rules, regulations, and restrictions. Sewer User also agrees to make an application for service and abide by the conditions as set forth therein. A copy of said application is attached herewith as Exhibit A and is made part of this instrument.
6. Each Sewer User and property owner connected to the District facilities shall pay any sewer rent or rate, equivalency charge or any other money owed to the District within thirty (30) days after the sending of a bill therefore. If user fails to pay said sewer rent or rate or equivalency charge or other money owed to the District within said thirty (30) day period of time the District may discontinue the supply of such sewer to the Sewer User upon five (5) days' notice as well as resort to any other remedy available to it.
7. SEWER USER further agree that if a petition is circulated which would include their property in an extension of said Sewer District; they will sign such petition for inclusion in such extension or consent to be included within an expanded sewer district. If Sewer User refuses to sign such petition and consent to inclusion within the district upon its extension, then upon ten (10) days' notice of the Sewer District, this Agreement shall terminate and come to an end.
8. This agreement shall terminate in the event the Sewer District is extended to include the sewer user property. It shall also be terminated at the option of the Sewer District upon failure of User to fulfill the terms of this agreement for a period of thirty (30)days after written notice of such failure. Otherwise this agreement shall be binding on the heirs, executors, successors and assigns of Sewer User and the successors and assigns of the Sewer User and the successors and assigns of Clifton Park Sewer District No. 1. The provisions of this Agreement shall be reviewed, and upon the agreement of all parties herein renewed on an

annual basis.

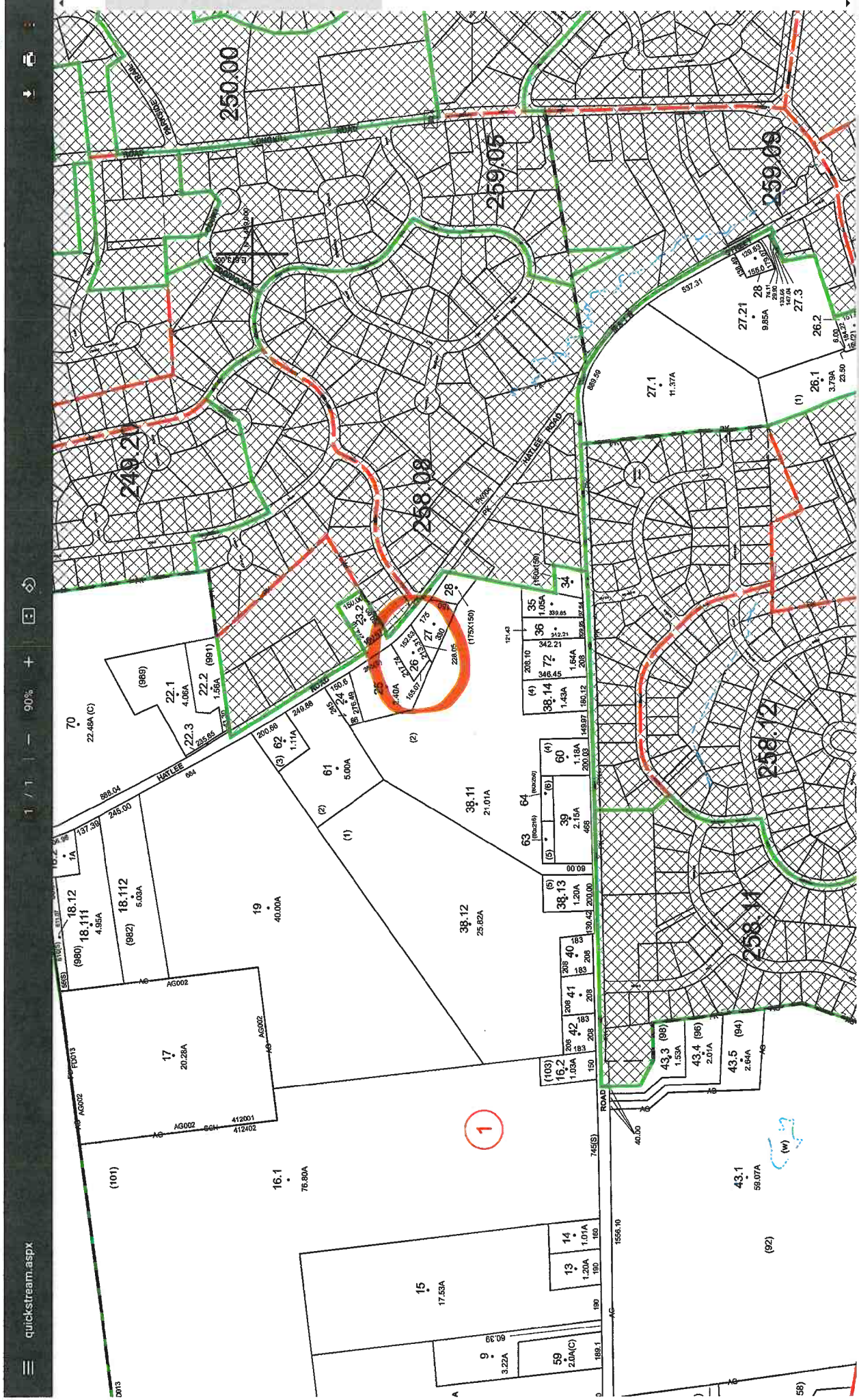
9. Sewer User shall hold harmless and indemnify the Sewer District, its successors, agents and/or assigns, from any injury or liability arising out of this agreement.

TOWN OF CLIFTON PARK

Owner

Supervisor (Dated)





Resolution No. of 2021 a resolution authorizing sliplining of damaged storm water pipes under a portion of Blue Jay Way, to be performed by Precision Trenchless of Schenectady.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, Highway Superintendent Dahn Bull has requested authorization to accept a proposal for sliplining process to be performed on crushed and cracked plastic storm water pipes under a portion of Blue Jay Way prior to paving, and

WHEREAS, by Resolution No. 48 of 2021, the Town Board adopted Procurement Policy No. 16, which allows that the Town, at its discretion and following the guidelines set forth in General Municipal Law § 103, may procure goods (including apparatus, materials, equipment and supplies) and services by "piggy backing" through publicly bid contracts of another municipality, and

WHEREAS, Precision Trenchless of Schenectady has performed the sliplining process for the Town on several occasions and is currently under contract with Onondaga County for sliplining processes, and

WHEREAS, Highway Superintendent Dahn Bull has advised that the services provided by Precision Trenchless will meet the needs of the Highway Department with pricing available through piggy backing on its contract with Onondaga County; now, therefore, be it

RESOLVED, that the Highway Department is authorized to accept the proposal from Precision Trenchless of Schenectady per the attached, in an amount not to exceed \$125,363.00 to be paid from DA 5110-037, (Highway Department – Sliplining).

THE
P R E C I S I O N
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
G R O U P

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for Cleaning & CCTV inspection of 2 24 inch UV cured pipe on Blue Jay Way in the Town of Clifton Park.

Work scope included in pricing

- CCTV with thumb drive video and reports
- High pressure jetting of pipe
- PW Rates included in pricing

Exclusions

- Any repairs to pipe
- Water source to be provided if needed by others
- Final billing will be done with post CCTV footages
- Area to dump spoils from cleaning to be provided by others

Per Onondaga County contract

420 LF from house # 77-71 24 inch @ 159.95 per foot	\$ 67,179.00
Bypass	\$ 3,500.00
320 LF from house # 71-67 24 inch @ 159.95 per foot	\$ 51,184.00
Bypass	<u>\$ 3,500.00</u>
Project total estimate	\$125,363.00

Signature _____

Date _____

Please contact me with any questions

Sincerely,

Lawrence Curtis,
Precision Trenchless, LLC
518 225 7129

CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

ITEM	DESCRIPTION	UNIT	UV CURE UNIT PRICE	HOT H2O/STEAM UNIT PRICE
1A	Provide temporary bypass pumping system for 6" to 12" CIPP restoration as specified.	Per Day	500. ⁰⁰	
1B	Provide temporary bypass pumping system for 15" to 24" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1C	Provide temporary bypass pumping system for 30" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1D	Provide temporary bypass pumping system for 36" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1E	Provide temporary bypass pumping system for 42" CIPP restoration as specified.	Per Day	4900 ⁰⁰	
2A	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	42.00	
2B	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	42.00	
2C	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	42.00	
3A	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	48.73	
3B	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	48.73	
3C	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	48.73	
4A	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	51.98	
4B	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	51.98	
4C	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	51.98	
5A	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	58.78	

Precision Trenchless
3021

CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

5B	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	58.78	
5C	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	58.78	
6A	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	94.60	
6B	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	94.60	
6C	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	94.60	
7A	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	122.56	
7B	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	122.56	
7C	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	122.56	
8A	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	159.95	
8B	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	159.95	
8C	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	159.95	
9A	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	218.81	
9B	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	218.81	
9C	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	218.81	
10A	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	287.61	

CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

10B	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	287.61	
10C	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	287.61	
11A	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	392.42	
11B	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	392.42	
11C	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	392.42	
12A	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	425.00	
12B	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	425.00	
12C	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	425.00	
13A	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	595.00	
13B	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	595.00	
13C	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	595.00	
14A	Provide new 72" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	705.00	
15A	PROVIDE SERVICE CUTS FOR ALL EXISTING LATERALS, TIEINS AND CONNECTIONS AS SPECIFIED. PIPE DIAMETER LESS THAN 42":	Each	275.00	
15B	PROVIDE SERVICE CUTS FOR ALL EXISTING LATERALS, TIEINS AND CONNECTIONS AS SPECIFIED. PIPE DIAMETER GREATER THAN 42":	Each	275.00	

Precision Trenchless

2021

CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

16	Provide supplemental CCTV inspection services	LF	3.50	
17	Grind Down Protruding Taps	Each	275.00	
18	Perform Heavy Cleaning of 8"-12" Sewers	LF	10.00	
19	Perform Heavy Cleaning of 15"-18" Sewers	LF	13.00	
20	Perform Heavy Cleaning of 24"-36" Sewers	LF	17.00	
21	Perform Heavy Cleaning of 48" Sewers	LF	21.00	
22	Perform Heavy Cleaning of 60" Sewers	LF	24.50	
1G	Provide Temporary Bypass Pumping Systems for 60" CIPP	Per Day	5900.00	

The Contractor may be requested to submit time and material quotations for, but not limited to, the following tasks:

- 1 Spot repairs in areas that cannot be lined using conventional methods or require excavation.
- 2 Spot repairs to paved surfaces such as residential driveways or sidewalks


Line items shall include light cleaning and pre/post CCTV inspection, as specified

Executive Summary



Document Checklist

1.1 Document INFORMATION	
Contract #	0000004284

1.2 CHECKLIST	
<input checked="" type="checkbox"/>	New Contract Document
<input type="checkbox"/>	Renewal
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Change Order
<input checked="" type="checkbox"/>	Service
<input type="checkbox"/>	Product
<input type="checkbox"/>	Revenue
<input type="checkbox"/>	Public work
Explain:	
<input checked="" type="checkbox"/>	Bid
<input type="checkbox"/>	RFP
<input type="checkbox"/>	Other:
Contractor: PRECISION TRENCHLESS LLC	
Department: Water Environment Protection	
Start Date: July 01, 2020	
End Date: June 30, 2023	
Remarks: Bid contract for WEP where vendor provides sewer line rehab via cured in place pipe lining. Pricing is per task, per pipe, and per bid details as called for by WEP.	
Approving Attorney: Patrick M. Kilmartin 	

DocuSigned by:
Mary Beth Primo
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DS




AGREEMENT

DEPARTMENT: Water Environment Protection

CONTRACT NO. 0000004284

Description: Cured In-Place Pipe Lining	Begin Date: July 01, 2020
Supplier Contract Ref: bid #0010394	Expire Date: June 30, 2023
Supplier: PRECISION TRENCHLESS LLC	
Supplier ID: 0000029531	
Lawrence Curtis	Administrator/Buyer: Howard Mansfield
LCurtis@PIM-Inc.com	HowardMansfield@ongov.net
518-346-5800	315-435-3458
1710 ERIE BLVD, SCHENECTADY, NY, 12308	County address: John H. Mulroy Civic Center, 13 th floor, 421 Montgomery Street, Syracuse, NY 13202-2989

This Agreement, made and entered into and effective ("Effective Date") as of the latter date this Agreement is signed by the County of Onondaga ("County") and PRECISION TRENCHLESS LLC ("Supplier"), is as follows:

WORK TO BE PROVIDED:

County engages Supplier to timely provide the material, equipment, labor and/or services ("Work") set forth in the attached **Exhibit #1** - *Time for Work (Performance or Delivery) and Technical Specifications*.

Such Work will be authorized by the County only upon issuance of a purchase order ("Purchase Order") and only to the extent specified therein. Each such duly issued Purchase Order shall specify the extent of the Work.

This Agreement establishes the master set of terms and conditions governing the Work authorized by the issuance of one or more such Purchase Orders. Until such time as a Purchase Order is issued by County for specific portions of the Work, following a certification within the County that funds are appropriated and available to support such Work, County shall not have incurred a financial obligation under this Agreement for such Work.

TIME FOR WORK (PERFORMANCE OR DELIVERY) AND TECHNICAL SPECIFICATIONS:

The Supplier shall perform the Work, subject only to the issuance of a Purchase Order, according to the timeline for the Work set for on **Exhibit #1**.

PRICING:

The pricing ("Pricing") paid for the Work performed shall be according to the terms set forth on **Exhibit A**.

TERM:

The term ("Term") of this Agreement shall commence on July 01, 2020 and shall continue for a period of one year, unless terminated earlier.

RENEWAL:

The parties may agree to extend this Agreement for not more than two additional periods of one year each, where any such extension is to be in the form of an amendment duly executed by all parties.

USE OF ELECTRONIC CONTRACT SYSTEM:

The parties acknowledge that this Agreement memorializes the agreement of the parties on the terms and conditions governing the transaction described herein **and that this Agreement takes precedence over inconsistent information relative to the transaction located within the Supplier Contract System/PeopleSoft, where such information is kept for administrative convenience.** The parties further acknowledge that the use of electronic signature, affixed through DocuSign, may be accepted as valid and binding, provided that the proper security protocols are followed. The documents may be signed in counterparts.

STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

The Supplier shall perform the Work according to the standard terms and conditions ("Standard Terms and Conditions") set forth on **Exhibit B**. The Supplier shall, throughout the Term of this Agreement, comply with all the insurance requirements ("Insurance Requirements") set forth in **Exhibit C**.

EXHIBITS:

The following documents are incorporated into this Agreement by reference and are made a part hereof:

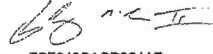
- Exhibit 1: Time for Work (Performance or Delivery) and Technical Specifications.
- Exhibit A: Contract Pricing Sheet
- Exhibit B: Standard Terms & Conditions.
- Exhibit C: Insurance Requirements.

IN WITNESS WHEREOF, County and Supplier have executed this Agreement on the dates hereinafter written.

County of Onondaga

Dated:

By:

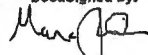
DocuSigned by:

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J. Ryan McMahon, II, County Executive

PRECISION TRENCHLESS LLC

Dated:

By:

DocuSigned by:

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Technical Specifications and Contract Duration

Exhibit #1

County of Onondaga
 Executive Department - Division of Purchase
 John H. Mulroy Civic Center, 13th floor
 421 Montgomery Street
 Syracuse, New York 13202-2989
 Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0010394

Procurement Description: Cured In-Place Pipe Lining	Date of Bid Release: 04/16/2020 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To: Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Stephanie Cunningham Email: stephaniecunningham@ongov.net
Deadline for Submission of Questions: April 29, 2020	Bid Submission Deadline: Date/Time: 05/07/2020 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid meeting: No	
If a Bid Security Required, the amount of such bond is as follows: N/A	Is a Performance Security Bond Required? Yes	
PRC Number: Yes PRC Number: 2020004097	If a Performance Security Bond is required, the amount of such bond is as follows: \$500,000.00	

Is the Bidder required to submit the Specialty Sub-Contractor Listing (NY GML §101(5) – Wicks) in a separate sealed envelope within the Bid envelope? No *(If Yes, the Specialty Sub-Contractor Listing should be included with the Bid Packet)*

Term:

The term of this Agreement shall commence on July 01, 2020 and shall expire on June 30, 2021, unless terminated earlier.

Bid Results:

Bid results will be available on our website by 3 PM on the date of the bid opening. Go to www.ongov.net, follow the departmental link to “Purchasing”, select the “Bid Results” tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

Contact Person:

Please address all questions, in writing, to Stephanie Cunningham, Specification Writer, Division of Purchase at stephaniecunningham@ongov.net.

MINIMUM SPECIFICATIONS

CURED-IN-PLACE PIPE LINING

Onondaga County is soliciting bids to rehabilitate sewer pipe utilizing a cured-in-place pipe lining product cured with either ultraviolet light or heat medium.

SCOPE:

Provide all equipment, materials, tools, labor, incidentals and services necessary for traffic control, bypass pumping and/or diversion of flows, cleaning and television inspection of sewers to be rehabilitated, liner installation, reinstatement of service connections, all quality controls, provide samples for performance of required tests, find television inspection, testing of the rehabilitated pipe system, warranty work and other work as shown, specified, and required for assessing the condition of host pipes and, where necessary, installing cured-in-place pipe lining.

1. GENERAL INFORMATION

- A. The Contractor shall provide all equipment, materials, tools, labor and incidentals required to perform high pressure water jetting, cleaning, rodding, brushing, root cutting, and flushing of designated sewers prior to internal inspection by closed circuit television and cured-in-place pipe lining (CIPPL) operations.
- B. The Contractor shall provide all equipment, materials, tools, labor and incidentals, including maintenance and protection of traffic (MPT), bypass pumping, odor controls, and any necessary permits, for the installation and testing of CIPPL within the sewer main.
- C. The sewer main CIPPL process shall consist of inserting a resin impregnated flexible liner tube into an existing sewer, expanding the tube out against the sewer pipe, and curing the tube to form a pipe liner. Curing shall be accomplished by applying ultraviolet light or a heat medium to obtain the desired cure throughout the tube extending the full length of the original pipe from manhole to manhole.
- D. The CIPPL shall cure into a hard, impermeable liner of the specified thickness forming a structurally sound jointless and water tight new pipe within a pipe with a uniformly smooth interior. The Owner's construction management software (Procore) shall be utilized to facilitate project coordination and sharing of information, including task orders, submittals, inspections and work logs. Access shall be provided to all project team members.
- E. Submittals
 1. Performance Work Statement including a detailed installation plan describing all preparation work, cleaning operations, pre-construction CCTV inspections, bypass pumping plans, traffic control, installation procedure, method of curing and schedule, reinstatement of service connections, quality control, testing to be performed, final CCTV inspection, warranty and all other necessary and appropriate work for a complete liner installation.

MINIMUM SPECIFICATIONS (cont'd)

2. Cured-In-Place Pipe Lining

- a. Summary table of CIPPL material properties, including short-term flexural modulus of elasticity, 50-year flexural modulus of elasticity, short-term flexural strength (bending stress), 50-year flexural strength (bending stress), and chemical resistance. Certified test reports shall be submitted verifying each value as described herein.
- b. Independent third party testing of at least one hundred (100) lined manhole to manhole segments with results that meet the product's reported short-term and long-term design flexural modulus with the proposed curing method and product.
- c. Independent third party certified laboratory test reports demonstrating that the exact resin and liner combination to be used for the project meets the requirements for initial structural properties (ISO 178 with wall thickness measured per DIN EN 13566-4) and chemical resistance (performed in accordance with ASTM F1216, Appendix X2).
- d. Independent third party certified laboratory test reports demonstrating that the exact resin and liner to be used for the project has been tested for long-term flexural modulus of elasticity and long-term flexural strength (i.e. 10,000 hour creep testing performed in accordance with ASTM D2990 or DIN 761 for design conditions applicable to the project). When filled resins are proposed, complementary data of the same data for unfilled resin shall also be provided. If the data submitted is not for the exact liner to be used on the project, submit a detailed description of the physical properties of both the liner used in the test and the liner to be used for the project to demonstrate that the two liners are comparable in terms of physical properties.
 1. Test will be performed for 10,000 hours under test conditions and loadings described below. The data points from 1,000 hours to 10,000 hours, or such other time period as determined by the Owner or Engineer based on the curve or slope of the plotted data, of the long-term flexural modulus shall be extrapolated using a Microsoft Excel log-log scale linear regression analysis to determine the minimum service life performance of the resin tube.
 2. Testing will be conducted at:
 - a. Temperature 21 °C to 25°C
 - b. Relative humidity: 50% minimum
 - c. Load will be calculated at 0.25% of the short-term E-modulus as tested per ASTM D790 or ISO 178, or as approved by Owner or Engineer.
- e. The name of the liner and resin manufacturer, the location of the facility where each was manufactured, and a list of appurtenant materials and accessories to be furnished.

MINIMUM SPECIFICATIONS (cont'd)

- f. Structural design calculations and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F2019, Appendix XI, for each pipe segment with less than 10% ovality or based on the WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe or circular pipes with greater than 10% ovality. All calculations shall assume a fully deteriorated host pipe. All calculations shall be prepared under and stamped by a professional engineer. A Professional Engineer Certification Form shall be submitted for all CIPPL design data.
 - g. The quality management system for the wet-out facility must be registered in accordance with ISO 9001:2008, at a minimum. It must ensure that proper materials and amounts are used in the resin saturation process and in liner shipping and storage. At a minimum, the quality control documentation should include resin lot numbers, volumes of resin, catalyst, enhancers, date of wet-out, storage and transportation controls, and quality assurance procedures. A checklist should be included documenting that each critical step in the resin impregnation process is completed (checked off and initialed).
 - h. Curing schedule for each liner shot.
 - i. Available standard written warranty from the manufacturer of wet-out liner.
- 3. Hydrophilic end seal and pre-liner specifications, if used, with method of installation.
 - 4. Safety Data Sheets (SDS) for all materials to be used on the project.
 - 5. Contingency plan, including methods and equipment to be used to repair unacceptable liner defects and for removing failed liners. Plan for availability and accessibility of backup equipment, such as two (2) service connection reinstatement cutters at the job site.
 - 6. CIPPL curing log, including as applicable, but not limited to ultraviolet light train information, CIPPL temperatures, pressures, and times during the curing process to document that a proper cure has been achieved.
 - 7. A report, in a format approved by the Owner or Engineer, upon completion of each task order. This report will include, at a minimum, but not limited to the following data:
 - a. Identification of the sewer pipe section by assigned sewer asset number provided by the Owner or Engineer.
 - b. Type of host pipe material.

MINIMUM SPECIFICATIONS (cont'd)

- c. Length of pipe sections between manholes.
 - d. Location stationing of each service connection and manhole.
 - e. Estimated volume of infiltration at each joint or connection, as applicable.
 - f. Names and applicable certifications of operators conducting CIPPL.
8. Video recording, provided on a USB flash drive, showing sewer conditions prior to lining including service connection and manhole locations.
9. Video recording, provided on a USB flash drive, showing inspection of completed sewer lining, reinstated service connections and transition into manholes.
- F. Assume there will be no access to the service pipe from an upstream cleanout on or off private property. All work must take place from the mainline sewer.
- G. Task orders will be assigned for a minimum of one (1) sewer section, manhole to manhole, assume an average distance of three hundred (300) feet. While the Owner or Engineer will make an effort to group rehabilitation work in a given task order together, the close geographic proximity for all rehabilitation work within a task order cannot be guaranteed. For example, some task orders may include rehabilitation work from different streets or neighborhoods.
- H. The Contractor shall be responsible to follow all federal, state and local requirements for safety, including confined spaces, assess the need for and supplying maintenance and protection of traffic (MPT), as well as any necessary permits to complete the cleaning, inspection, testing and lining work.
- I. The Contractor has the sole responsibility of notifying the public of the work to be done. Each home or business connected to the sewer must be informed via written notice at least one day (24 hours) prior to commencement of work. The Contractor must also leave contact information so the public may call with questions or concerns about the project. Upon completion of the work, immediately reinstate all services and notify the property owner(s) that service is again available. The Contractor shall coordinate work with individual property owners or managers as necessary.
- J. The Contractor shall be responsible for mitigating odors, to the satisfaction of the Owner or Engineer, which may result from work associated with the CIPPL.
- K. Where water is used for insertion and curing processes, it may be supplied from approved existing fire hydrants. The Contractor shall be responsible for obtaining water, including as applicable, permits, approved backflow assemblies and fees.

MINIMUM SPECIFICATIONS (cont'd)

- L. The Contractor must comply with all current New York State Environmental Facilities Corporation (NYSEFC) financial and grant requirements including but not limited to M/WBE-EEO utilization, American Iron and Steel, and Davis-Bacon requirements. Information is available at www.efc.ny.gov.
- M. Bypass pumping of wastewater flow during lining.
1. The Contractor shall be responsible to provide all labor, equipment, power, and materials necessary to install, field test, and operate temporary bypass pumping systems to maintain flow in existing sewers, including individual services, as necessary. The Contractor may interrupt flow from services if necessary to properly complete the work. The Contractor has the sole responsibility of notifying the public of the work to be done. Each home or business connected to the sewer must be informed via written notice at least one day (24 hours) prior to commencement of work. The Contractor must also leave contact information so the public may call with questions or concerns about the project. Upon completion of the work, immediately reinstate all services and notify the property owner(s) that service is again available. The Contractor also assumes all responsibility for blockages, back-ups or damages caused to public or private property as a result of the interruption of service caused by the Contractor's actions.
 2. The Contractor shall submit a bypass plan outlining the design, installation and operation of temporary bypass pumping systems for review by the Owner or Engineer. For pipes equal to or greater than eighteen (18) inches in diameter, a bypass plan stamped by a licensed New York State professional engineer shall be submitted to the Owner or Engineer for review. The review of the bypass plan by the Owner or Engineer shall in no way relieve the Contractor of his responsibility and liability. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction. The bypass system shall be of sufficient capacity to handle existing flows plus additional flows that may occur during a rain event. At a minimum, the bypass system shall have a capacity equivalent to the flowing full capacity of the largest sewer to be rehabilitated as part of this project. The bypass system shall include at a minimum one duty and one standby pump capable of handling the required design flow. The bypass pump shall be setup and ready for immediate operation. Pumps shall be automatically controlled. The Contractor shall insure that the bypass pumping system is properly maintained and a responsible operator shall be on site at all times during operation of the system. Sufficient spare parts shall be available on site in the event that repairs are necessary. The Contractor is responsible for any damage or loss of property that may result from insufficient bypass pumping.

MINIMUM SPECIFICATIONS (cont'd)

3. The Contractor shall incorporate, to the satisfaction of the Owner or Engineer, noise prevention measures for any and all equipment being used to ensure minimum noise impact on the surrounding areas. Such measures may include, but not be limited to, insulated enclosures, hospital grade mufflers or silencers, equipment modifications, and special equipment as necessary.

N. Contractor Qualifications

1. For each method of installation and curing used on the project, the Contractor shall have a history of at least 150,000 linear feet of CIPPL work in sewers using a similar resin and flexible liner tube with the specific method of installation and curing method proposed.
2. For each method of installation and curing used on the project, the CIPPL work shall be supervised by a foreman having previously supervised a minimum of 100,000 linear feet of CIPPL using a similar resin and flexible liner tube with the specific method of installation and curing method proposed.
3. The entity performing the wet-out of the CIPPL shall have been performing this type of work for a minimum of two (2) years and previously wet-out at least 175,000 linear feet of CIPPL.
4. Contractor documented experience and references shall be submitted to the Owner or Engineer upon request.

2. DESIGN REQUIREMENTS

A. Cure-in-Place Pipe Liner

1. The CIPPL system shall be manufactured by Omega Liner Company Inc., Reline America, Inc., Saertex MultiCom LP or equivalent. CIPPL systems shall be subject to evaluation and approval by the Owner or Engineer.
2. The CIPPL shall be a resin impregnated flexible liner tube which is inserted into the sewer to be rehabilitated and cured-in-place by an acceptable curing method. The tube may have a suitable polyurethane membrane coating for protection of the interior surface and to provide a uniform, smooth flow surface and may be removed after installation and curing is completed. The resin shall be a liquid corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system and shall be suitable for the design conditions as well as the curing process.
3. The liner tube shall consist of one or more layers of flexible needled felt or an equivalent non-woven and/or woven material capable of carrying resin, withstanding installation pressures and curing temperatures, and compatible with the resin system used, meeting the requirements of ASTM F1216, ASTM F1743 or ASTM F2019 and ASTM D5813. The liner tube shall be fabricated to a size that will fit the internal circumference of the existing sewer main. Allowance shall be made for stretching due to insertion of liner and deterioration of existing pipe walls.

MINIMUM SPECIFICATIONS (cont'd)

4. The minimum liner tube length shall be that deemed necessary by the Contractor to effectively and continuously span the distance from the inlet to the outlet of the respective manholes, unless otherwise specified. The Contractor shall verify the lengths in the field before impregnation and installation of the tube. Individual insertion runs may be made over one or more manhole sections as determined in the field by the Contractor and approved by the Owner or Engineer.
5. Materials shall be shipped, stored and handled in a manner consistent with the written recommendations of the CIPPL system manufacturer to avoid damage, which includes but not limited to, gouging, abrasion, flattening, cutting, puncturing ultraviolet degradation or other damage. All damaged materials shall be disposed of in accordance with all current applicable regulations and replaced at no additional cost to the Owner.
6. The wet-out liner tube shall have a uniform thickness and excess resin distribution that when compressed at the installation pressures will meet or exceed the designed finish wall thickness after cured.
7. The liner tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPPL. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.
8. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five (5) feet. Such markings shall also include the lining manufacturer's name or identifying symbol, manufacturing lot and production footage.
9. The wall color of the interior pipe surface of CIPPL after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

10. CIPPL Thickness

- a. The required structural CIPPL wall thickness shall be based, as a minimum:
 1. In accordance with ASTM F2019, Appendix XI, Design Considerations for a circular host pipe with 10% ovality or less.
 2. In accordance with WRc Sewerage Rehabilitation Manual, Type II Design, Section 5.3.2.iii for non-round pipe or circular pipes with greater than 10% ovality.

MINIMUM SPECIFICATIONS (cont'd)

3. A fully deteriorated host pipe
 4. A safety factor of 2.0
 5. A minimum service life of 50 years under continuous service
 6. A modulus of soil reaction of 700 psi
 7. A soil density of 120 lbs/cf
 8. A Poisson's ratio of 0.3
 9. An enhancement factor of 7.0
 10. A groundwater elevation over the pipe equivalent to surface grade
 11. Ovality for each segment as applicable
 12. Live loads for each segment as applicable
 13. Soil depth for each segment as applicable
- b. The flexural modulus and flexural strength used in the design shall be the values as rated for the specified service life and as submitted. When filled resins are proposed, complementary data of the same data for unfilled resin shall be provided.
- c. The Contractor shall provide detailed calculations of the proposed liner thickness as a submittal for review by the Owner or Engineer.
11. The liner shall be fabricated to a size that when cured will tightly fit the sewer being rehabilitated. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. Field verify all dimensions prior to delivery of the liner. The allowable contact tolerance between the liner and host pipe is 1.0 mm. In cases where any space or gap between the outside surface of the liner and the inside surface of the existing pipe exceeds 1.0 mm, the liner will be deemed deficient and corrective action will be required as determined by the Owner or Engineer. Where irregularities of the existing pipe exist such as offset joints, protrusions, bumps, fluctuating pipe diameter, and deformations remain after the sewer has been prepared in accordance with the contract documents, exception to the contact tolerance will be allowed in the irregularity zone. To the satisfaction of the Owner or Engineer, the exception shall not present an obstruction to sewage flow.
 12. The design thickness of the liner shall be arrived at using standard engineering methodology. ASTM F1216, Appendix XI, has such an acceptable methodology that may be used where applicable. The long-term flexural modulus to be used in the design shall be verified through testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.
 13. All calculations shall be signed and sealed by a registered civil engineer and be submitted to the Owner or Engineer upon request.

MINIMUM SPECIFICATIONS (cont'd)

B. Resin

1. The liquid polyester or vinyl ester resin and catalyst system or epoxy and hardener system shall saturate the liner tube and produce a properly cured liner which is chemically resistant to typical domestic sewage and storm water, as well as abrasion due to solids, grit and sand. The resin system shall comply with the specified requirements and when properly cured meet the requirements of ASTM F1216. Resins created from recycled materials are not allowed.
2. The Contractor shall furnish a resin able to cure in the presence or absence of water, and a catalyst system compatible with the liner material that provides the cured physical and chemical resistance strengths specified. The resin shall be tinted for visibility and provide indication of adequate liner wet-out. The initiation conditions for cure shall be as recommended by the resin manufacturer and approved by the Owner or Engineer. Upon request, the Contractor shall furnish satisfactory written certification that the materials comply with the manufacturer's standards and the reference specifications. Other resins for special applications may be used as required upon recommendations of the manufacturer.

C. Structural and Physical Properties

1. When cured, the liner shall form a continuous, tight fitting, hard, impermeable liner that is chemically resistant to typical domestic sewage and storm water.
2. The layers of the finished CIPPL shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.
3. The finished CIPPL shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The net inside diameter of the reconstructed lined sewer shall be as large and smooth as possible. The material properties of the finished CIPPL shall meet or exceed the structural standards listed herein.
4. The liner shall be designed to withstand all internal and external loads taking into account internal pressure and external soil pressures, groundwater, paving and full traffic (H-20 or E-80 loads as applicable), all with safety factor of 2.0.

MINIMUM SPECIFICATIONS (cont'd)

5. The cured CIPPL system shall conform to and comply with the minimum criteria listed herein.

Characteristic	Test Method	Cured Composite
Flexural Strength	ASTM D790	4,500 psi
Flexural Modulus (Initial)	ASTM D790; ASTM D2990	250,000 psi
Flexural Modulus (Long Term)	ASTM D2990	125,000 psi

Higher values may be used if recommended by the manufacturer and supported by independent and verifiable tests.

6. Minimum Liner Thickness unless otherwise specified shall be as follows:

Nominal Pipe Diameter	Minimum Thickness
8 inch	4.5 mm
10 inch	6.0 mm
12 inch	6.0 mm
15 inch	7.5 mm
>15 inch	< 50 SDR

7. Chemical resistance shall be in accordance with the requirements ASTM F1216, Appendix X2, Chemical Resistance Tests for polyester resins and completed in accordance with Test Method D543. Exposure should be for a minimum of one month at 73.4 degrees F when subjected to the following solutions:

Chemical Solution	Concentration, %
Tap Water (pH 6-9)	100
Nitric Acid	5
Phosphorus Acid	10
Sulfuric Acid	10
Gasoline	100
Vegetable Oil	100
Detergent	0.1
Soap	0.1

D. Hydrophilic End Seals

1. Upon request by the Owner or Engineer, the Contractor shall submit a proposal to supply and install hydrophilic end seals.

MINIMUM SPECIFICATIONS (cont'd)

2. Hydrophilic Seal Manufacturer: De Neef Construction Chemical, LMK Technologies or equivalent. Hydrophilic seals shall be subject to evaluation and approval by the Owner or Engineer.

3. WORK EXECUTION

- A. The Contractor shall clean pipes prior to pre-construction inspection, such that the pipes are free of roots, grease, sand, rocks, sludge, tuberculation (to a tolerance of 0.25 inches projection) and other debris. Protruding taps and seal material will be removed prior to pre-construction inspection.
- B. The Contractor shall conduct a pre-construction inspection of the pipes to plan rehabilitation work. The inspection will confirm the inside diameter, alignment and condition of each segment to be lined, as well as PACP Runners or Gushers, pockets of water, or structural impediments that would affect long-term viability of the pipe liner. The data and information collected from this inspection will be used to verify the size of the liner and refine the installation techniques. Utilizing a color video inspection system with data recording capabilities, the entire inspection of the pipe sections shall be provided on a USB flash drive. The Owner or Engineer reserves the right to require the Contractor to log data using its own software and tracking system where applicable. If unknown physical conditions in the work area are uncovered during the investigation that materially differ from those ordinarily encountered, notify the Owner or Engineer.
- C. The Contractor shall determine the location of all active service connections prior to lining. If necessary, with Owner or Engineer notification, a dye test may be used to verify active service connections. The Contractor shall not reinstate service connections that are not active.
- D. The Contractor shall, as required, provide for continuous flow around the section of pipe that is to be lined. The pump and bypass lines shall be of adequate capacity and size to handle the flow of the sewers. The proposed bypass plan shall be reviewed in advance by the Owner or Engineer. The review of the bypassing system by the Owner or Engineer shall in no way relieve the Contractor of his responsibility and liability.
- E. The Contractor shall maintain two (2) working service connection reinstatement cutters at the job site at all times. Lining work shall not commence if the Contractor does not have the required number of working cutters on site. No additional time or compensation shall be awarded to the Contractor in the event that work is stopped due to the Contractor's failure to comply with this requirement.

MINIMUM SPECIFICATIONS (cont'd)

- F. The Contractor shall designate a location, as applicable, where the liner tube will be impregnated with resin by vacuum or other approved means to thoroughly saturate the liner tube prior to installation. The Contractor shall allow the Owner or Engineer to inspect the materials and wet-out procedure. A resin and catalyst system compatible with the requirement of this method shall be used. All required environmental permits mandated from local, state, and federal levels must be obtained and kept onsite. The liner manufacturer must be registered in accordance with ISO 9001:2008, at a minimum, for its Quality Management System.

- G. Materials shall be shipped to, stored and handled at the site in a manner consistent with the written recommendations of the CIPPL system manufacturer to avoid damage or result in any public safety hazard. All materials shall be subject to inspection and review by the Owner or Engineer prior to installation.

- H. A pre-liner may be installed prior to liner inversion in sewers pipes with infiltration or missing pipe sections.

- I. The Contractor shall insert the flexible liner tube through an existing access way (manhole). The liner material shall be inserted through a manhole by means and method required by the manufacturer, and shall be fully extended to the lower manhole by the application of a hydrostatic head, compressed air, or other approved means. Where applicable, insert the tube such that the seam of the liner is positioned at the six o'clock position. Use only lubricants approved by the liner tube manufacturer. Make allowance for circumferential stretching during insertion. Make allowances for longitudinal stretching during pull-in or inversion. Do not utilize overlapped layers of material in longitudinal seams that cause lumps in the final product.

- J. The Contractor shall ensure that the pressure in the liner exceeds both the pressure due to the groundwater head and any pressure due to sewage in service connections or connecting side sewers.

- K. A tight seal at the manhole or catch basin walls consisting of a resin mixture compatible with the liner and resin system may be applied in accordance with manufacturer specifications.

- L. Neatly and smoothly trim the finished ends of the liner to within two (2) inches of host pipe end. Do not leave any rough edges that may catch debris. Do not leave any portion of CIPPL within the manhole channel.

MINIMUM SPECIFICATIONS (cont'd)

- M. Provide a smooth transition between the existing manhole channel invert and the effluent liner using cement grout or other approved material to prevent settling of sediments or debris from catching on the liner.
- N. The Contractor shall insert continuous or properly trimmed hydrophilic end seals per manufacturer recommendations as requested by the Owner or Engineer. Trimmed seal edges shall be butted up against each other at the crown of the pipe using a 45° miter cut with the ends glued together by use of a manufacturer approved adhesive. Seals with any gap between the ends will not be accepted. If defects in the host pipe near the manhole are such that the end seal will not form a watertight seal between the liner and host pipe, the Contractor shall address the defects in the host pipe to provide a smooth surface to receive the end seal.
- O. The Contractor shall maintain pressure requirements as defined by the manufacturer. The pressure used during the installation process shall be sufficient to hold the liner tight to the pipe wall and prevent wrinkles in the cured liner. The same pressure shall be great enough to prevent infiltration from entering the pipeline during the curing process. The pressure shall be maintained sufficiently long enough to allow pockets of water to exfiltrate through the host pipe and prevent lifts in the liner and resin washout.
- P. Curing
 - 1. Curing shall be accomplished by utilizing ultraviolet light or the appropriate heat medium in accordance with the manufacturer recommended cure procedure and schedule.
 - 2. Follow submitted cure schedule in curing of liner.
 - 3. Continuously monitor the curing source or in and output temperatures during the cure cycle and electronically record readings, as applicable. All data shall be submitted to the Owner or Engineer upon request.
 - 4. Continue curing uninterrupted until the desired product is achieved.
 - 5. Provide inner and outer film materials that inhibit steam, styrene, or other odors from entering downstream buildings.
 - 6. For ultraviolet light curing CIPPL;
 - a. All light train sensor readings shall be recorded by computer and document the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer recommendations. All data shall be submitted to the Owner or Engineer upon request.

MINIMUM SPECIFICATIONS (cont'd)

7. For heat curing the CIPPL;
 - a. The Contractor shall provide a suitable heat source and distribution system to circulate hot water, air, and/or steam through the pipe as recommended by the manufacturer. The equipment shall be capable of delivering hot water, air, and/or steam to uniformly raise the temperature above that required to cure the resin. This temperature shall be determined by the manufacturer based on the resin and catalyst system employed.
 - b. The heat source piping shall be fitted with suitable continuous monitoring thermocouples to gauge the temperature of the incoming and outgoing curing medium. The temperature of the curing medium shall meet the requirements of the resin manufacture as measured at the heat source inflow and outflow return lines. Additional continuous monitoring thermocouples shall be placed between the impregnated liner tube and the pipe invert at the manholes. The curing medium temperature in the line during the cure period shall be as recommended by the resin manufacturer. Care shall be taken during the elevated curing temperature so as not to over stress the liner materials.
 - c. Initial cure shall be deemed to be completed when inspection of the exposed portions of liner appears to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure temperature shall be held for the period recommended by the resin manufacture, during which time the distribution and control of the curing medium shall continue. The curing process for the CIPPL shall consider the host pipe material, resin and catalyst system, ambient temperature, moisture level, and thermal conductivity of the soil.
 - d. Managing the curing water for the Cured In Place Pipe Liner shall meet the requirements of §602-3.02 D.3 of the New York State Department of Transportation Standard Specifications of May 1, 2008, including all addenda issued thereafter unless otherwise specified.
8. The Contractor shall cool the cured liner in accordance with the manufacturer recommendations as described in the Performance Work Statement submitted.
- Q. The Contractor shall provide a finished CIPPL that is continuous and free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, delamination, and wrinkles at any location totaling more than 5% of host pipe inside diameter.

MINIMUM SPECIFICATIONS (cont'd)

- R. The Contractor shall reinstate all of the existing active service connections in each length of sewer immediately following the cure of the liner. Reinstate active service connections from inside the sewer by means of a remote controlled, CCTV assisted cutting device appropriate for the liner material and the rehabilitated sewer pipe. Each active service connection shall be cut completely open and shall have smooth edges with no protruding material capable of hindering flow or catching and holding solids contained in the flow stream. If the service connection cannot be fully reinstated due to time constraints, open each service connection to a minimum of 75% before the end of each working day. Debris from reinstating service connections shall be removed prior to placing newly lined pipe into service. The Contractor shall not reinstate capped or inactive lateral connections. Notify the Owner or Engineer of locations of inactive service connections.
- S. During the course of the work the Contractor shall hike reasonable care not to disturb areas outside the limits of work. Any areas disturbed by the Contractor shall be returned to their original condition at no expense to the Owner. Any and all debris generated as part of the work shall be removed by the Contractor upon completion of the work.

4. QUALITY CONTROL

- A. No change of material, design values, or procedures as developed before bidding the contract may be made during the course of the work without the prior written approved of the Owner or Engineer.
- B. All liner to be installed under this work may be inspected at the manufacturer plant(s) and wet-out facility for compliance with these specifications by the Owner or Engineer. The Contractor shall require the wet-out facility's cooperation in these inspections. The cost of inspection will be the responsibility of the Owner.
- C. At the time of manufacture, each lot of liner shall be inspected for defects. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.
- D. The liner manufacturer shall have a Quality Management System registered with ISO 9001:2008 at a minimum.
- E. Products used in the work of the project shall be produced by manufacturers regularly engaged in the manufacture of cured-in-place liners for municipal wastewater systems and with a history of successful production acceptable to the Owner or Engineer.
- F. The installing Contractor shall be currently licensed or certified by the cured-in-place lining system manufacturer and shall have demonstrated competency and successful experience in the installation of cured-in-place lining systems in municipal wastewater systems and storm drain pipes. The Contractor shall also be familiar with the specified requirements and the methods needed for proper performance of the work of the project.

MINIMUM SPECIFICATIONS (cont'd)

- G. The Contractor shall submit evidence acceptable to the Owner or Engineer, such as a certified copy of a license or agreement, that it has the authority to use and/or install the liner product.
- H. The finished liner shall be continuous over the entire length of the liner insertion run between the manholes and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
- I. Wrinkles in the finished liner pipe which cause a backwater of one (1) inch or more or reduce the hydraulic capacity of the pipe are unacceptable and shall be removed or repaired by the Contractor. If a void between the wrinkle and the pipe develops, the Contractor shall repair or replace that section. Methods of repair shall be proposed by the Contractor and submitted to the Owner or Engineer for review.

J. Quality Control Tests

- 1. The Contractor shall provide samples for testing, in accordance with ASTM F1216, to the Owner or Engineer from the actual installed CIPPL. Samples shall be provided from each section of CIPPL installed or as required by the Owner or Engineer. The samples for diameters of CIPPL less than eighteen (18) inches shall be restrained samples. The sample shall be cut from a section of liner from the same portion to be installed in the ground that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink. The sample shall be cured under similar conditions as those of the liner installed in the ground. On diameters of CIPPL eighteen (18) inches and larger, the Owner or Engineer may, at its discretion, require plate samples cured with the CIPPL or designate a location in the newly installed CIPPL where the Contractor shall take a sample. The opening produced from the sample shall be repaired in accordance with manufacturer's recommended procedures. All samples shall be labeled in waterproof, indelible ink with the contract number, date of installation, street location, segment number(s), and specified thickness. The samples shall be delivered to Owner or Engineer. The sample testing shall be performed at the Owner's expense by an independent third party laboratory selected by the Owner or Engineer, based on recommendations by the CIPPL manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified.

5. CIPPL ACCEPTANCE

- A. Acceptance of the CIPPL shall be based on the Owner or Engineer's evaluation of the resin impregnation quality control reports, curing logs, post-construction inspection video, and laboratory test results for the installed pipe samples, which shall demonstrate:
 - 1. Compliance with the required CIPPL physical properties and thickness.
 - 2. Observed groundwater infiltration of the liner is zero.
 - 3. All active service connections are open and clear.

MINIMUM SPECIFICATIONS (cont'd)

4. There is no evidence of excessive wrinkles, splits, cracks, breaks, lifts, kinks, scalds, blisters, delaminations, crazing or other defects in the liner.
- B. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe to the satisfaction of the Owner or Engineer, at no additional cost to the Owner. The Contractor shall be responsible for costs of additional testing required to confirm compliance with these requirements. Obtain approval of the Owner or Engineer for method of repair, which may require field or workshop demonstration.
- C. All CIPPL sample testing and repairs to the installed CIPPL, as applicable, shall be completed before final acceptance, meeting the requirements of the project specifications.

6. WARRANTY

- A. All lining work shall be fully guaranteed by the Contractor for a period of three (3) years from the date of final acceptance unless otherwise stipulated in writing by the Owner prior to the date of conditional acceptance. During this period, any defects discovered by the Owner or Engineer shall be repaired or replaced by the Contractor as recommended by the manufacturer in a satisfactory manner and at no cost to the Owner. In addition to the warranty inspection specified, the Owner or Engineer may conduct independent CCTY inspections, at its own expense, of the lining work at any time prior to the completion of the guarantee period.

B. Warranty Inspection

1. Contractor shall provide, upon request by the Owner or Engineer, a CCTV inspection approximately one (1) year after completion of CIPPL work showing all completed work. Actual period for inspection shall be determined by the Owner or Engineer and will ideally be conducted during high groundwater conditions. Contractor will be provided with a minimum notice of sixty (60) days prior to period of inspection. Inspections shall be conducted in the presence of the Owner or Engineer.

7. REFERENCE STANDARDS

- A. All references to codes and standards shall be to the latest revised version. Comply with applicable provisions and recommendations of the following:
 1. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
 2. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
 3. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 4. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by Displacement

MINIMUM SPECIFICATIONS (cont'd)

5. ASTM D2122 - Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
6. ASTM D2990 - Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
7. ASTM D3567 - Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings
8. ASTM D3681 - Standard Test Method for Chemical Resistance of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe in a Deflected Condition
9. ASTM D5813 - Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe
10. ASTM FI 216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
11. ASTM FI 743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pull in and Inflate and Curing of a Resin-Impregnated Tube
12. ASTM F2019 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
13. ASTM F2561 - Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner
14. NASSCO SPECIFICATIONS
"Performance Specification Guideline for the Installation of Cured-In-Place-Pipe",
2nd Edition, dated June 2011 or most recent version
15. NEW YORK STATE DEPARTMENT OF TRANSPORTATION "Standard Specifications - Construction and Materials", dated May 1, 2008,
including all addenda issued thereafter unless otherwise specified.
16. ISO 178 - Determination of Flexural Properties
17. DIN 761- Glass Reinforced thermosetting plastics (GRP) pipes
18. DIN EN 13566-4 - Plastics Piping Systems for Renovation of Underground Non-Pressure Drainage and Sewerage Networks
19. WRc Sewerage Rehabilitation Manual, Type II Design, 4th Edition, 2001

Contract Pricing Sheet

Exhibit A

Bid Reference: BID0010394

Procurement Description: Cured In-Place Pipe Lining	Date of Bid Release: 04/16/2020 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To: Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Stephanie Cunningham Email: Stephanie Cunningham@ongov.net
Deadline for Submission of Questions: April 29, 3030	Bid Submission Deadline: Date/Time: 05/07/2020 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid Meeting: No	
If a Bid Security Required, the amount of such bond is as follows: N/A	Is a Performance Security Required? Yes	
PRC Number: Yes PRC Number: 2020004097	If a Performance Security is required, the amount of such bond is as follows: \$500,000.00	

Furnish Cured In Place Pipe as specified on the Precision Trenchless Pricing pages which are attached hereto and incorporated herein and made a part of this Exhibit "A".

CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
1A	Provide temporary bypass pumping system for 6" to 12" CIPP restoration as specified.	Per Day	500 ⁰⁰	
1B	Provide temporary bypass pumping system for 15" to 24" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1C	Provide temporary bypass pumping system for 30" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1D	Provide temporary bypass pumping system for 36" CIPP restoration as specified.	Per Day	3500 ⁰⁰	
1E	Provide temporary bypass pumping system for 42" CIPP restoration as specified.	Per Day	4900 ⁰⁰	
1F	Provide temporary bypass pumping system for 48" CIPP restoration as specified.	Per Day	4900 ⁰⁰	
1G	Provide temporary bypass pumping system for 60" CIPP restoration as specified.	Per Day	5900 ⁰⁰	
1H	Removed from bid			
2A	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	40.00	
2B	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	40.00	
2C	Provide new 6" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	40.00	
3A	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	44.94	
3B	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	44.94	
3C	Provide new 8" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	44.94	
4A	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	48 ⁵²	
4B	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	48 ⁵²	

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
4C	Provide new 10" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	48 ⁵²	
5A	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	54 ⁶⁹	
5B	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	54 ⁶⁹	
5C	Provide new 12" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	54 ⁶⁹	
6A	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	89 ²⁵	
6B	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	89 ²⁵	
6C	Provide new 15" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	89 ²⁵	
7A	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	115 ³¹	
7B	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	115 ³¹	
7C	Provide new 18" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	115 ³¹	
8A	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	149 ⁷⁵	
8B	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	149 ⁷⁵	
8C	Provide new 24" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	149 ⁷⁵	
9A	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	205 ⁹⁹	
9B	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	205 ⁹⁹	

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
9C	Provide new 30" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	205. ⁹⁹	
10A	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	270. ⁰⁰	
10B	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	270. ⁰⁰	
10C	Provide new 36" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	270. ⁰⁰	
11A	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	282. ⁰⁰	
11B	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	282. ⁰⁰	
11C	Provide new 42" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	282. ⁰⁰	
12A	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	325. ⁰⁰	
12B	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	325. ⁰⁰	
12C	Provide new 48" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	325. ⁰⁰	
13A	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (0' to 250')	LF	495. ⁰⁰	
13B	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (251' to 500')	LF	495. ⁰⁰	
13C	Provide new 60" CIPP pipe lining as specified, including mobilization and all miscellaneous costs (Greater than 500')	LF	495. ⁰⁰	
14A	Removed from bid			
14B	Removed from bid			

ITEM	DESCRIPTION	UNIT	UV CURED UNIT PRICE	HEAT CURED UNIT PRICE
14C	Removed from bid			
15A	Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter less than 42"	Each	275 ⁰⁰	
15B	Provide service cuts for all existing laterals, tie-ins and connections as specified. Pipe diameter 42" or larger	Each	275 ⁰⁰	
16	Provide supplemental CCTV inspection services	LF	3 ⁵⁰	
17	Grind Down Protruding Taps	Each	275 ⁰⁰	
18	Perform Heavy Cleaning of 8"-12" Sewers	LF	10 ⁰⁰	
19	Perform Heavy Cleaning of 15"-18" Sewers	LF	13 ⁰⁰	
20	Perform Heavy Cleaning of 24"-36" Sewers	LF	17 ⁰⁰	
21	Perform Heavy Cleaning of 48" Sewers	LF	21 ⁰⁰	
22	Perform Heavy Cleaning of 60" Sewers	LF	24 ⁵⁰	
23	Removed from bid			

The Contractor may be requested to submit time and material quotations for, but not limited to, the following tasks:

- 1 Spot repairs in areas that cannot be lined using conventional methods or require excavation.
- 2 Spot repairs to paved surfaces such as residential driveways or sidewalks

CIPP Lining items shall include light cleaning and pre/post CCTV inspection, as specified

Please submit documentation certifying contractor qualifications outlined in bid specifications, Section 1.N, will be satisfied.

Please specify heat cure method to be utilized UV Light Cured

EXHIBIT B
STANDARD TERMS AND CONDITIONS
REVISED OCTOBER 11, 2019

This Exhibit B sets forth the Standard Terms and Conditions intended to be incorporated into and made a part of the agreement with Onondaga County ("County"). The Agreement incorporating this Exhibit "B" executed between the County and the Supplier defined in the Agreement coupled with any other documents made a part of the Agreement shall be referred to herein as the "Contract Documents." References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "B".

AMBIGUITIES OR CONFLICTS WITHIN CONTRACT DOCUMENTS

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Supplier shall (1) provide the better quality or greater quantity of Work and/or (2) comply with the interpretation more favorable to the County as interpreted by the Director of Purchasing. The terms and conditions of this paragraph shall not relieve the Supplier of any of the obligations set forth elsewhere in the Contract Documents.

TERMINATION FOR CONVENIENCE

Upon five (5) days written notice, Onondaga County may, by written notice to Supplier, terminate the Contract, or any part thereof, for any or no reason, for Onondaga County's convenience. Upon notice of termination, Supplier shall immediately stop all work and cause its suppliers and/or subcontractors to stop all work in connection with the Contract. No liability shall be incurred by County for such cancellation beyond payment of the unit price for the portion of the work delivered and accepted. Further, County may cancel for breach and seek all remedies available at law or equity. Onondaga County shall have no responsibility for work performed after Supplier's receipt of notice of termination.

At least the following obligations shall survive the termination or expiration of this Agreement:

- 1) Owner making payments for amounts due and owing for work completed prior to termination, under a purchase order issued within the term of this Agreement;
- 2) Supplier maintaining documentation and produce such reports as may be required under this Agreement; and
- 3) Supplier defending, indemnifying, and holding harmless as set forth herein.

With cause, County may terminate the contract immediately upon dispatch of written notification to your firm.

Upon receiving notice of the intended termination, all work shall cease on the applicable termination date, and bidder shall proceed to cancel all existing subcontracts insofar as such contracts are for goods, equipment, or services chargeable to this agreement.

In case of default by the bidder holding a contract arising from this solicitation, County may procure the work, including the goods, equipment, or services, from other sources, without notice, and may hold such bidder responsible for any excess cost related to such procurement.

Notwithstanding the foregoing, neither the grant by County of an extension of time for the performance of the contract nor the doing and acceptance of any part of the work, including the goods, equipment, or services, shall be deemed to be a waiver by County of its rights to seek any and all remedies, including termination.

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Supplier agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Supplier to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

INSURANCE

Exhibit C, Supplier's Insurance Requirements, are incorporated herein by reference.

Supplier shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's Superintendent of Insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by this Agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

Supplier and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation Law.

Supplier shall show, before this Agreement may be made or performed, and at all times during the life of this Agreement, that Supplier, and other person or entity performing this Agreement, is in compliance with the provisions of the New York State Workers' Compensation Law, by Supplier's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
5. Board form DB-120.1, subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Supplier, and other person or entity making or performing this Agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement is not required to secure.

INSPECTION, SAMPLES AND TESTING

Material offered under a bid shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.

Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the County. Samples will be returned only at the cost of the bidder when requested within ten (10) days of bid award. Absent such timely request, the samples are deemed property of the County. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that bidder shall bear responsibility for the cost of all deliveries tested by the County.

DELIVERY & ACCEPTANCE

Time is of the essence: Delivery of goods, equipment, services, or other work in connection with this solicitation is required to be made on or before the date specified herein.

If County has specified a schedule for delivery within this solicitation, County may direct expedited delivery in the event that bidder, after receiving an award, fails to deliver according to such schedule. In such event, the bidder shall be responsible for all related costs of expediting.

Failure to deliver as specified may result in termination of the contract and may further disqualify your firm from receiving future contracts for at least two years, as such failure may be considered, among other factors, when determining your firm's responsibility in connection with performance on public contracts.

County shall assume no liability for any expense or loss because of early termination arising from a failure to perform according to the delivery schedule, where established, or in a reasonable manner, where a schedule is not established.

No work is authorized until and unless County issues a purchase order, with such work including the shipment or delivery of goods, equipment, or services described within this solicitation.

Condition: Any goods or equipment to be purchased in connection with this solicitation shall be delivered in good condition to the designated destination. Performance is to be in a manner consistent with this solicitation.

All broken and/or damaged items received by County shall be replaced by the Supplier, immediately, at his own cost and expense.

Unless otherwise specified, all equipment offered in response to this solicitation shall be standard, new, the latest model, or a regular stock product, with parts available and with equipment and parts that are not currently scheduled to be discontinued.

Bidder shall guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

Acceptance: Performance of the work will be deemed complete only upon delivery and acceptance by County after inspection. Payment alone does not constitute acceptance. County may reject the work or otherwise return goods, in whole or in part, at its discretion, reasonably exercised. Acceptance does not waive claims by County for damages arising from this transaction. For return of goods, your firm agrees to pay delivery costs.

Charges & Fees: Unless provided otherwise by County in writing, bidder agrees to deliver goods FOB Destination, Prepaid and Allowed, with bidder bearing the risk of loss until the goods reach the designated destination and paying for all costs of delivery.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County's designated point of contact or in the specifications.

PAYMENTS

All public contracts are executory only to the extent of the monies appropriated and available for the purpose of such contracts. No liability on account thereof shall be incurred by County beyond monies appropriated and available for such purpose.

Compensation shall be paid based on unit pricing stated within the bid submission resulting in a contract award. No additional charges may be imposed, including, without limitation, delivery charges and travel costs, unless the County expressly agrees to such charges in writing. In no event shall County be obligated to pay compensation for amounts in excess of the pricing on the bid sheet, unless otherwise agreed in writing, where such shall be in full and final satisfaction of work arising out of this solicitation.

County shall receive invoices, referencing the number assigned to a contract resulting from this solicitation and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed, consistent with the terms and conditions of the contract arising from such solicitation. Such documentation shall be promptly provided to County's designated point of contact upon request.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Payment will be made upon the full and faithful performance of the contract, acceptance of materials and/or work by County's designated person, and upon receipt of the vendor invoices from the receiving department.

Partial payments for delivered items or quantities of a bid may be made by County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.

By submitting a bid in response to this solicitation, bidder, if awarded a contract, agrees:

- County may withhold, out of any amounts due the Supplier, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.
- Unless otherwise specified, County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

- o Bidder agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

Price includes all delivery charges for packing, crating, containers, shipping FOB the County or Project site as directed by the County, clean up and disposal of packing materials and, if applicable, installation of materials purchased.

Prices bid shall be the full amount of compensation to be paid by the County for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise expressly provided.

ASSIGNMENT

Supplier is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Supplier's right, title, or interest in this Agreement, or Supplier's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Supplier is an independent contractor. Neither Supplier, nor Supplier's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Supplier.

CONFLICT OF INTEREST

At the time Supplier submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, Supplier shall deliver to County's Department of Law, the attached affidavit certifying that Supplier has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County.

The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Supplier. Supplier assumes full responsibility for knowing whether Supplier's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Supplier shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Supplier, Supplier's officers, Supplier's employees, Supplier's agents, and Supplier's servants.

The duty to disclose is a continuing duty.

Such disclosure is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Supplier, and Supplier shall disclose the same.

Supplier shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project.

Supplier shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this Agreement pertains.

If applicable, Supplier shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof.

A conflict of interest of Supplier's officers, Supplier's employees, Supplier's agents, or Supplier's servants shall be deemed a conflict of interest of Supplier, giving rise to the duty to disclose.

CONFIDENTIALITY

Supplier shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Supplier is granted use for the purposes of this Agreement only.

COMPLIANCE WITH LAW

Supplier shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

The provisions of NY Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

NY LABOR & PREVAILING WAGE LAWS

The provisions of NY Labor Law, including those pertaining to wages and public work, are incorporated within and made a part of any resulting contract to the extent they are applicable,

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Supplier consents to such jurisdiction.

NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

LICENSES AND PERMITS

Supplier shall obtain at Supplier's own expense all licenses or permits required for Supplier's services or work under this Agreement, prior to the commencement of Supplier's services or work.

APPROPRIATIONS (AVAILABLE FUNDS)

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

AGREEMENT MODIFICATIONS

This Agreement represents the entire and integrated agreement between County and Supplier and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by County and Supplier.

PURCHASES BY OTHER GOVERNMENTAL OR AUTHORIZED ENTITIES

Consistent with provisions of General Municipal Law § 103 and other applicable law, rules, and regulations, this contract is intended to be open and available for use by other government entities, including, but not limited to, counties, towns, and villages within New York State, and certain authorized users. Any such entity wishing to use this contract should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

The County shall not be responsible for paying any costs incurred by such entity in using this contract, where such responsibility shall be borne solely and exclusively by the entity actually receiving services under this contract. Supplier and any such entity shall memorialize and provide in a separate written instrument

responsibility for payment and performing other obligations, including terms and conditions that may differ from this contract. The County shall not be responsible for liability arising from such use by any such entity in using this contract.

This contract shall be held open for such use, at prices quoted on the bid, for the entire term of the contract.

In the event that there are any minimum order requirements, delivery charges, or other deviations from the prices offered to County to be applied to purchases by such entities, any such deviations shall be clearly stated in the bid. No such charges to the entities purchases through this contract shall be permitted if such are not expressly contained in the original bid.

In all places where "the County" is used, the name of the entity making the purchase through this contract shall be substituted therefor, except for actions to be performed expressly by the County's Division of Purchase.

SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

DISCRIMINATION PROHIBITED

Consistent with Labor Law §220-e, Supplier agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Supplier, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- no Supplier, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;
- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and
- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Supplier acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

TAX EXEMPTION

Onondaga County is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt purposes, including New York sales and use taxes on all supplies and materials furnished by Supplier for incorporation into work pursuant to provisions of this Contract. Supplier shall not charge Onondaga County for any taxes in connection with goods or materials to the extent permitted by law. Without limiting the foregoing, Onondaga County will not be responsible directly or indirectly (including by reimbursement to Supplier) of any property taxes assessed on any leased property under this Order. Supplier is familiar with and shall comply with the requirements applicable to claiming such exemptions. Onondaga County shall provide copies of exemption certificates upon request.

Supplier's attention is called to fact that materials not actually incorporated into work will not be exempt from payment of a sales tax. This includes, but is not limited to, to such things as: Construction machinery and equipment including rentals or repair parts; Supplier's office supplies; Supplier's supplies, tools and miscellaneous equipment including forms, materials and scaffolding (whether purchased or rented); Temporary Heat; Telephone or electric services; Any other items purchased or rented by Supplier for Supplier's use in performing contract and not incorporated into realty.

WARRANTIES

Supplier warrants that all material, work product, and merchandise supplied under the Order (a) shall strictly conform to all specifications, drawings, samples, or other descriptions furnished to and approved by Onondaga County, (b) shall be fit and serviceable for the purpose intended, as agreed to by Onondaga County and Supplier (c) shall be of good quality and free from defects in materials and workmanship, (d) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by Onondaga County, and (e) shall not infringe any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party. In addition, Supplier warrants that Onondaga County shall have good and marketable title to all goods (including all components thereof) purchased by Onondaga County pursuant to the Order, free of all liens and encumbrances and that no licenses are required for Onondaga County to use such goods. With respect to services, Supplier warrants that all services shall be provided in a professional and workmanlike manner, with a degree of skill and care consistent with current, good and sound professional procedures. Neither receipt of material, work product or merchandise nor payment therefore shall constitute a waiver of this provision. If a breach of warranty occurs, Onondaga County may, in its sole discretion, and without waiving any other rights, return for credit or require prompt correction or replacement of the nonconforming goods or services.

SUPPLEMENTAL WARRANTY

In addition to any other warranties, Bidder warrants for at least one year, commencing on the date of acceptance, that Bidder will correct at no additional cost to County any failure or defect in material and workmanship, where such defect appears in the equipment, goods, or services supplied under this bid. In the event that any applicable warranty provided by the manufacturer or otherwise related to the product, bidder shall cause its warranty to extend longer than the one-year period stated herein, ending at the time of the greater warranty period.

County does not accept purported terms and conditions in any bid documents attempting to make exceptions for implied warranties of suitability or merchantability. Further, County does not accept purported terms and conditions in any bid documents attempting to limit County's potential recovery for incidental or consequential damages or for its legal remedies to secure such recovery.

PACKING

Onondaga County's purchase order number and specific delivery location must appear on the outside of each package and on all packing slips, invoices, and allied papers. A packing slip must be included with each shipment. Except as expressly provided in the Order, Supplier shall pack, mark and prepare all shipments to meet the carrier's requirements, at Supplier's expense.

ASSISTANCE WITH FUNDING OBLIGATIONS

County may require assistance from Vendor in providing specific documentation required by funding sources, including, without limitation, State and Federal agencies. Vendor agrees to comply with County's requests for assistance in providing such documentation, including passing on such requirements to Vendor's subcontractors where applicable.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement and shall have the full force and effect of law.

GOVERNING LAWS AND REGULATIONS

This Solicitation, including any resulting contracts and performance thereunder, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and bidder, by submitting its bid, consents to such jurisdiction. County does not agree to arbitration.

Bidder shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of any contract resulting from this solicitation, bidder's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

Bidder shall obtain at its own expense all licenses or permits required for its services or work in connection with this solicitation, prior to the commencement of performance.

Special attention is called to those laws and requirements set forth below:

Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certified as to its own organization, under the 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 purpose 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 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."

By submitting this bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the County or any person employed by the County is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide, upon delivery, any and all information required by law. County reserves the right to refuse shipments and payment when Safety Data Sheets (SDS) are not supplied on delivery or promptly upon request.

Bidder will maintain Worker's Compensation during the life any resulting contract for the benefit of the bidder's employees.

The provisions of Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

For construction projects that disturb more than one acre in total, construction Suppliers will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected Supplier will certify their intent to comply with County's storm water management program.

SUSPENSION AND DEBARMENT

Supplier certifies that, except as noted, Supplier and any person associated with Supplier in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

REPORTING AND DOCUMENTATION

Supplier shall report directly to the person designated by the County as the point of contact to act on County's behalf in directing and reviewing Supplier's services. This point of contact does not have authority to bind the County.

Supplier shall maintain sufficient documentation to reasonably support the use of funds or the delivery of goods and/or services to be provided to County, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County within the Solicitation.

NOTICE TO PROCEED -- USE OF PURCHASE ORDERS

Supplier is not authorized to provide goods, equipment, services, or, in any other manner, commence work under the Agreement until and unless County issues a purchase order to Supplier for specific work or materials, consistent with an executed amendment (describing a phase, task, or deliverable). The purchase order shall constitute notice to proceed for such work. Supplier shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted.

One or more purchase orders may be needed to accomplish the work of this Agreement, including any executed amendments. Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event Supplier reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Supplier shall promptly notify County and seek direction.

No purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Supplier shall promptly notify County and seek direction.

The County's obligation to make any payments under a contract resulting from this bid shall be limited to such amounts as has been duly appropriated by the County and made available for such contract. Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not incur a financial obligation under this Agreement for such work.

PAYMENT AND PERFORMANCE BONDS

The Supplier shall furnish any required bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to the Owner rated "A/VI" or better by Best's rating service or an equivalent rating as certified by the Superintendent of Insurance, licensed to do business in New York State, and listed in the latest issue of the U.S. Treasury Circular 570. The cost of the required bonds shall be included in the Contract Sum. Each bond shall be maintained throughout the duration of the Project. The Surety furnishing the Performance Bond and the Labor and Material Payment bond must waive notice of any change in the contract price or contract time. Attorneys-in-Fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The Supplier shall deliver the required bonds to the Onondaga County Law Department prior to the execution of the Contract.

Every Bond must display the Surety's Bond Number.

PRICE INCREASES

Increases to the bid price shall not occur sooner than the date of renewal (if any). In the event that the Supplier intends to increase its pricing, the Supplier must notify the County Purchasing Director not less than ninety (90) days prior to such date of renewal. The date of renewal (if elected) will be deemed to be the contract anniversary date.

SUBSTITUTIONS FOR SPECIFIED EQUIPEMENT or MATERIALS

Use of Brand Names, Model Numbers or other References: References within the specifications to a trade name, manufacturer's catalog or model number are intended to establish the type and quality of materials, supplies or work desired.

If Bidder proposes goods, equipment, supplies, and methods by which work that are not as specified, Bidder warrants that the proposed items and are equal or better quality to the specified items in all respects. Each variance from any specified item must be clearly and fully stated within the bid. Bidder must provide supporting documentation (catalogue cuts, product literature, model number's, etc.) for each such item as part of its bid.

The Purchasing Director will determine, in such officer's sole discretion, whether such variant goods, equipment, supplies, and methods by which work is to be performed are accepted as being equal to the goods, equipment, supplies, and methods by which work is to be performed stated within the specifications.

SAFETY DATA SHEETS:

Safety Data Sheets must be provided for each item by each Bidder if requested.

End Standard Terms and Conditions

EXHIBIT C- INSURANCE REQUIREMENTS

The terms and conditions of the Agreement incorporating this Exhibit "C" executed between the Onondaga County ("County") and the Supplier identified in the Agreement shall take precedence over conflicting provisions within this document, unless otherwise stated herein. References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "C". During the term of the Agreement, the Supplier shall comply with the Insurance Requirements set forth below:

INSURANCE

The insurance required within this section shall be obtained by Supplier from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A.M. Best Company, Inc. financial size category of XV.

Each insurance contract shall name Supplier as the insured in its declarations.

Each insurance contract, except a professional liability insurance contract, **shall be endorsed by the insurer to name, make, and add Onondaga County as additional insured** so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured.

Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202.

Each insurance contract shall be approved and accepted by County, in its sole discretion.

Supplier shall deliver to County's Department of Law, before the Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by the Agreement.

Supplier shall always obtain and maintain during the term of this agreement through at least three years after the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement, at its sole cost and expense, the following insurance:

Workers Compensation

Workers Compensation Insurance with statutory limits and Employers Liability coverage of not less than the statutory (unlimited) Employers Liability.

Commercial General Liability

Commercial General Liability Insurance with a minimum limit as follows:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person Or organization
General Aggregate	\$2,000,000 applicable on a Per project basis

- CGL Coverage shall be written on ISO Occurrence form CG00 01 0413 or a substitute form providing equivalent coverage.
- Owner and all other parties required by contract, shall be included as additional insureds on the CGL including Completed Operations, using ISO Additional Insured Endorsement CG 2010 0413 or a combination of ISO form CG 2037 0413 or an equivalent coverage to the additional insured's. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Supplier. It shall apply as Primary and Noncontributory insurance, before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured.
- Supplier shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- CGL coverage shall not contain any exclusions for municipal work, "Labor Law" or any similar exclusions which exclude bodily injury to an employee of the Owner, Supplier or an employee of a sub-contractor hired by the Supplier if it occurs in the course of employment.

Automobile Liability

Automobile Liability insurance covering owned, hired and non- owned vehicles, with a minimum limit of liability of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis.

Umbrella or Excess Liability

Umbrella or Excess liability insurance with a limit of \$1,000,000.00 per occurrence and a general aggregate of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible maintained by, or provided to the additional insured other than the CGL, Auto Liability and Employer's Liability coverage's maintained by the Supplier.

If Supplier fails to procure insurance for the Owner as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Owner, and their respective insurers, which would have otherwise been paid by the Supplier's required insurance.

Waiver of Subrogation - Supplier waives all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

Notice of Change or Cancellation - No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the Owner.

Prior to commencing "the Work" described in this Agreement, Supplier shall provide Owner a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form and attached to each certificate of insurance shall be a copy of the Additional Insured, Waiver of Subrogation and Notice of Cancellation endorsements.

In the event any part of this Addendum conflicts with any other provisions between Owner and Supplier regarding indemnity or insurance requirements, this Addendum controls. This Agreement cannot be modified orally, and any commencement of "the Work" described in the Agreement by the Supplier, or its agents, servants, employees or subcontractors shall constitute an acceptance of this written Agreement as is, and shall have the same force and effect as though same were fully executed.

Resolution No. of 2021, a resolution approving an Agreement with Barton & Loguidice for engineering services required for engineering and design services to remedy a collapsing culvert on Forest Drive; and,

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Highway Supervisor, Dahn Bull, has identified a culvert under a portion of Forest Drive that is collapsing, and

WHEREAS, Mr. Bull has recommended that Barton & Loguidice be hired, at a cost not to exceed \$3,625.00, to provide engineering and design services in support of developing plans and specifications for the repair to the culvert, as well as advertising and review of responses to a Request for Bids; now therefore, be it

RESOLVED, the Highway Supervisor is authorized to execute the attached Agreement for engineering and design services associated with the Forest Drive culvert replacement, to be paid no more than \$3,625.00 from A-08540-00135 (General Fund – Drainage Repairs - Engineering)

AGREEMENT
BETWEEN
TOWN OF CLIFTON PARK
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the Town of Clifton Park ("Owner") and Barton & Loguidice, D.P.C. ("Engineer").

Engineer agrees to provide those services specifically described in Exhibit A to Owner for **Forest Drive Culvert Replacement Scoping** ("Project").

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 2.01.

2.01 Payment for Services

- A. Payment (Time and Expense): Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative time charged to the Project by each class of Engineer's employees times hourly billing rates then in effect for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's charges for subconsultants, if any. Unless specifically indicated otherwise in this Agreement, Engineer's charges for subcontracted services shall be invoiced at cost plus ten percent. Engineer's current billing rates schedule is included in Exhibit B.
 - 2. The total compensation for services and reimbursable expenses is estimated to be **\$3,625.00**. This amount will not be exceeded without authorization of the Owner.
- B. Preparation of Invoices. Engineer will prepare an invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- C. Payment of Invoices. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make a timely payment due Engineer, then 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.

3.01 Additional Services

- A. 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 above.
- B. Owner shall pay Engineer for such additional services as follows: (1) as may be mutually agreed to in writing, or (2) for additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times hourly billing rates for each applicable billing class; plus reimbursable expenses and charges for Engineer's subconsultants, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) in the event Engineer terminates this agreement for either of the above-specified reasons, Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective seven days after the receipt of written notice by Engineer.
 - a. The terminating party under Paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete 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.
 - b. In the event of any termination under Paragraph 4.01.A.1, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.
 - c. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to payment for those items identified in Paragraph 2.01, to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 3.01.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state of New York.

6.01 Successors, Assigns, and Beneficiaries

- A. 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 by Paragraph 6.01.B 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.
- B. 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. This provision shall not preclude Engineer from retaining subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

7.01 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 subconsultants 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 contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Barton & Loguidice, D.P.C. template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.
- F. 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. Engineer grants Owner a license to use the instruments of service for Project construction as is the intended purpose of the documents, and for the purpose of maintenance and repair of the Project.
- G. 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 the total amount of compensation received by Engineer pursuant to this Agreement.

- H. 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). 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.
- I. 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.

8.01 Dispute Resolution

- A. 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 a dispute involves matters other than a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Engineer agree that they shall first submit any and all such 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.
- B. If a dispute involves a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Engineer may seek to have its claim for fees resolved by a court of competent jurisdiction without first participating in mediation.

9.01 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.

10.01 Indemnification

The Engineer and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

11.01 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit C, "Insurance". Engineer shall cause Owner to be listed as an additional insured on applicable general liability insurance policies carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit C. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

12.01 Total Agreement

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of Clifton Park

ENGINEER: Barton & Loguidice, D.P.C.

By: _____

By: James C. Barton

Title: _____

Title: Associate

Date
Signed: _____

Date
Signed: May 28, 2021

Address for giving notices:

Address for giving notices:
Barton & Loguidice, Attn: President
443 Electronics Parkway
Liverpool, New York 13088

**Exhibit A - Scope of Services
Forest Drive Culvert Replacement**

1. Scope of Services

GENERAL

The project shall include preliminary scoping services to develop scope and design fee for the design and replacement of one (1) Town owned and maintained culvert system on Forest Drive in the Town of Clifton Park, Saratoga County, New York. There are two (2) corrugated metal pipes (CMP) of varying diameter (24 inch and 30 inch), that collect and convey storm and stream water beneath Forest Drive. The 24 inch diameter CMP, approximately 40 ft. in length, collects surface stormwater from the curbed sections in a drainage structure on Forest Drive and convey the stormwater to the east of the roadway. The 30 inch diameter CMP, approximately 40 ft. in length, conveys an unnamed tributary to the Dwaas Kill in an easterly direction. Both pipes are exhibiting "cave-in" failure along the pipe crowns resulting in the formation of sink holes at the existing ground surface that continue to expand. Additionally, the bottom of the 30 inch diameter CMP is severely corroded, and the upstream end section is deformed.

The unnamed tributary conveys water from the North Woods nature Preserve underneath Forest Drive and into the Dwaas Kill east of the project site.

B&L will perform the following services as appropriate and as outlined herein:

PROJECT SCOPING PHASE

1. Site Reconnaissance

Perform a cursory inspection of the project site, ascertaining limits of work, construction considerations, proximity of other infrastructure, and their impact to potential work limits to develop a scope and fee.

2. Environmental Screenings and Permitting Scope and Fee

B&L will identify necessary scope and fee required to accomplish the work, including but not limited to:

- SEQRA Classification
- Screenings and Preliminary Investigations
 - General Ecology and Endangered Species
 - Ground Water
 - State Wetlands
 - Federal Jurisdictional Wetlands
 - Floodplains
 - Historic Resources
 - Hazardous Waste
 - Asbestos

B&L will recommend applicable permit(s), certification(s), and approvals that will be required to replace or repair the culverts.

3. Structural Design and Analysis Scope and Fee

B&L will identify necessary scope and fee required to assess or investigate alternatives (assume two (2)), design, hydraulic analysis, and probable construction cost development.

4. Project Scoping Document

B&L will present the scope and project costs in a format for the Town Board to consider further.

1.01 Technical and Estimating Assumptions

1. B&L will develop a scope and fee to progress preliminary design, detailed design, and part time construction inspection in order to complete the culvert replacement of the unnamed tributary to the Dwaas Kill under Forest Drive.
2. The Town will consider the economic impacts of the Project Scoping Document to determine whether to progress with further investigation. If the Town agrees to progress with improvements to the Forest Drive culvert, B&L will then develop a detailed scope and fee for the preliminary and detailed design, and part time construction inspection.
3. The following project schedule is initially anticipated:
 - Notice to Proceed June 2021
 - Reconnaissance Site Visit June 2021
 - Project Scoping Document Submission July 2021

**Exhibit B - Billing Rates Schedule
Forest Drive Culvert Replacement**

Barton & Loguidice, D.P.C.

FOREST DRIVE CULVERT REPLACEMENT
Town of Clifton Park

Staffing Table

TITLE	DATA COLLECTION & PRELIMINARY DESIGN	BILLING RATE	TOTAL AMOUNT
VICE PRESIDENT	1	\$ 224.00	\$ 224.00
ASSOCIATE	3.5	\$ 203.00	\$ 710.50
SENIOR MANAGING ENGINEER	0	\$ 189.00	\$ -
MANAGING ENVIRONMENTAL SCIENTIST	4	\$ 174.00	\$ 696.00
MANAGING ENGINEER	11	\$ 174.00	\$ 1,914.00
SENIOR PROJECT ENGINEER	0	\$ 135.00	\$ -
ENGINEER III	0	\$ 120.00	\$ -
ENVIRONMENTAL SCIENTIST III	0	\$ 94.00	\$ -
SENIOR ENGINEERING TECHNICIAN	0	\$ 124.00	\$ -
SENIOR GROUP TECHNICAL ASSISTANT	0	\$ 78.00	\$ -
	19.5		\$ 3,544.50

FEE	\$3,545		3,545
EXPENSES	\$80		80
TOTAL PROJECT COST BY PHASE	\$3,625	<u>TOTAL</u>	<u>\$3,625</u>

Barton & Loguidice, D.P.C.

FOREST DRIVE CULVERT REPLACEMENT
Town of Clifton Park

Summary

1.	Project Hourly Costs	\$ 3,545
2.	Direct Non-Salary Costs	\$ 80
		<hr/>
	TOTAL	\$ 3,625
	MAXIMUM AMOUNT PAYABLE	

Exhibit C - Insurance
Forest Drive Culvert Replacement

The kinds and amounts of insurance required of the ENGINEER are as follows:

- a) A policy or policies providing protection for employees of the ENGINEER in the event of job-related injuries, generally referred to as "Worker's Compensation Insurance".
- b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.
- c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000
Products - Comp/Op Agg.	\$2,000,000	Damage to Rented Premises	\$100,000
Personal/Adv. Injury	\$1,000,000	Medical Expense	\$5,000
- d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence	Aggregate
\$1,000,000	\$1,000,000
- e) Professional Liability Insurance, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars (\$1,000,000).

Resolution No. _____ of 2021, a resolution hiring Benjamin J. Hogan as Summer Camp Health Director for the 2021 Camp Season.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Town Board wishes to hire a Health Director for the Town's Summer Day Camp Programs, and

WHEREAS, Supervisor Barrett has recommended that Benjamin J. Hogan, 14 Spruce Street, Clifton Park be hired for the position of Health Director; now therefore be it

RESOLVED, that Benjamin Hogan is hired as Health Director for the Town's 2021 Day Camp Programs effective immediately through the end of the 2021 camp season; and be it further

RESOLVED, that Benjamin Hogan be paid \$25.00 per hour, for 6-8 hours per week from A-7310-E9000 (General Fund – Summer Recreation – Site Directors).

Resolution No. _____ of 2021, a resolution appointing Councilwoman Amy Standaert and Councilwoman Amy Flood as co-chairs of the IT Advisory Committee.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, Resolutions No. 147 and 178 of 2004 established the E-Gov Committee in order to oversee the evolving technologies, information systems and computerized applications available to Town Departments and residents alike, and

WHEREAS, department level working groups were established in 2016 to upgrade the Town's website, in 2017 to upgrade Laserfiche, the archive software system used and shared by several departments and the CPWA, (achieved with the awarding of a \$111,000 New York State LGRMIF Grant), and throughout 2018-2019 to evaluate options for replacing or revamping Muncipity, the parcel-based management software for the Assessor, Building & Zoning, and Planning Departments, and

WHEREAS, former Councilmember James Whalen served as liaison to each of the working groups up until emergency executive orders resulted in a cessation of in-person meetings, and

WHEREAS, the Town Board wishes to re-establish a formal interdepartmental committee to continue such evaluation, and to implement a solution to identify and procure a current parcel-based software system to provide integrated access for those departments and to evaluate the point-of-service systems used by Parks & Recreation, and

WHEREAS, Councilwoman Standaert and Councilwoman Flood have expressed a desire to establish and co-chair a new IT Advisory Committee with these functions, and to evaluate the IT needs of all Departments in a rapidly changing work environment; now, therefore be it

RESOLVED, Amy Standaert and Amy Flood shall be co-chairs of the IT Advisory Committee, to be comprised of representatives from Planning, Building and Development, Communications, Parks and Recreation, Town Clerk, Assessor, and Attorney Staff; and be it further

RESOLVED, that the Town Board reaffirms the mission of the committee to discuss, evaluate and plan for the Town's optimum use of technology and information systems, and recommend upgrades through acquisition or service agreements as part of the Town's ongoing efforts to improve the delivery of services, integrate applications, record management and public interaction and accessibility.

Resolution No. _____ of 2021, a resolution approving an agreement for payment in lieu of taxes with Borrego Solar Systems, Inc.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, Section 487 (9) of the New York State Real Property Tax law authorizes Municipalities to enter into Payment in Lieu of Tax Agreements (PILOT) with Solar Energy developers within each taxing jurisdiction, under certain circumstances, and

WHEREAS, on February 3, 2020, Borrego Solar applied for Site Plan and Special Use approval for the construction of a Solar Energy Project at 94 Appleton Road, totaling 5.0 MW capacity (AC) , and

WHEREAS, the Planning Board approved the site plan and special Use application for the project on April 28, 2020, and Borrego Solar has now conveyed the project to Diamond Generating Company, for its construction and funding, and

WHEREAS, Diamond Energy has established Appleton Solar 1, LLC as an operating company to construct and hold the improvements related to the solar arrays and related equipment, accessories and improvements, and

WHEREAS, the Town Board wishes to enter into a PILOT Agreement with Appleton Solar 1 LLC pursuant to RPTL § 487(9) for the Lease area designated for the project, as described in Exhibit A of the agreement, now therefore be it

RESOLVED that the Supervisor is authorized to execute the attached PILOT Agreement in the amount of \$ 3,000 annually, with 2% annual increases, for a 15year Term, attached.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

The Town of Clifton Park

And

Appleton Solar 1, LLC

(94 Appleton Road)

Dated: June _____ 2021

RELATING TO THE PREMISES LOCATED AT 94 Appleton Road
TAX MAP # 270.-1-50.1
IN THE Town of Clifton Park, County of Saratoga, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between Appleton Solar 1, LLC (the “Owner”), with a principal place of business located at 101 Summer St, 2FL, Boston, MA 02110 and the Town of Clifton Park, New York, (the “Town”), a municipal corporation duly established with a principal place of business at One Town Hall Plaza, Clifton Park, New York 12065.

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Town that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 5 Megawatts AC on a parcel of land located within the Town at 94 Appleton Road, Clifton Park and identified as Lease Area 1, as described in Exhibit A (herein the “Property”); and;

WHEREAS, The Town has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Town of Clifton Park has indicated its intent to require a Payment in Lieu of Taxes (“PILOT”) Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company, duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other Town or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Town of Clifton Park hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Town of Clifton Park is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the execution, delivery, and performance of this Agreement, and this Agreement constitutes the Town's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement except such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Town wherein an anticipated decision, ruling, or finding would result in a material adverse effect on

the Town' ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Town as exempt upon the assessment rolls of the Town and any action after the date of this Agreement by the Town to modify the applicability of RPTL 487 within the Town shall have no impact on the exempt status of the Project. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Town and the Project is eligible for exemption pursuant to RPTL 487 (4). For the avoidance of doubt, this exemption covers the improvements made to the land, and is in lieu of all taxes associated with those improvements, whether they are subsequently categorized as real or personal.

(b) Owner agrees to make annual payments to the Town in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years pursuant to RPTL 487. Such 15-year term shall commence on the first taxable status date (March 1) after the project receives a Certificate of Compliance or similar certification from the Town Buildings Department ("Commencement Date"), and shall terminate on the sixteenth taxable status day thereafter. Notwithstanding the foregoing, if the Project is assessed as a property type other than "agricultural" prior to receipt of the Certificate of Compliance or similar certification from the Town Buildings Department, then the "Commencement Date" shall be the first taxable status date (March 1) of the year such assessment was made^[HR1]. The first annual payment shall be in the amount of \$3,000.00 per Megawatt AC of Capacity (the "Annual Payment"), and shall be made on September 15 following the Commencement Date^[HR2], and continue for fifteen (15) years. Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 5.0 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Town in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Town to the Owner, provided that any failure of the Town to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Town' tax rate, and the Town agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Town' tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than 7^[HR3] Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If

after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Clifton Park, and mailed to the Town c/o the Town of Clifton Park Receiver of Taxes, located at ONE TOWN HALL PLAZA, Clifton Park, NY 12065, and are due no later than September 15 of each year during the term of this Agreement (each such date, the "Payment Due Date").

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by any of the Town in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America. Payments are late if not received within 30 days of the payment due date, above.

6. Tax Status. Separate Tax Lot. The Town agrees that during the term of this Agreement, the Town will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Town agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Town from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Town to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Town; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Town, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Town, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Town shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Town, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations

established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Town to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Appleton Solar 1, LLC
Attn: NAMS
101 Summer Street, 2FL
Boston, MA 02110

With a copy to:

Appleton Solar 1, LLC
Attn: Kamran Idrees
101 Summer Street, 2FL
Boston, MA 02110

If to Town:

Attn: Town Assessor and Receiver of Taxes, One Town Hall Plaza, Clifton Park, NY
12065

With a copy to: Town Attorney, One Town Hall Plaza, Clifton Park, New York 12065

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Town each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Town. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Town. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Owner if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

14. Remedies; Waiver And Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

APPLETON SOLAR 1, LLC

By:

Name

Title

Date

TAXING JURISDICTION OF

TOWN OF CLIFTON PARK

Supervisor

Date

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

The Premises is legally described as follows:

**DESCRIPTION OF PREMISES
LAND**

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, County of Saratoga and State of New York, more particularly described as follows:

COMMENCING at a point in the easterly boundary line of Appleton Road at its intersection with the division line of the lands now or formerly of Gregory S. Abromaitis (Book 2017, Page 13424) on the south, and lands now or formerly of James R. Lindsey & Jeanne F. Lindsey (Book 1041, Page 259) on the north, said point also being the southwest corner of a proposed Access & Utility Easement; thence,

North 08° 18' 25" West and along the eastern line of said Appleton Road, a distance of 52.12 feet to a point, said point also being the northwest corner of a proposed Access & Utility Easement; thence;

Through the lands now or formerly of James R. Lindsey & Jeanne F. Lindsey and along the northerly line of said proposed Access & Utility Easement the following eleven (11) courses and distances:

1. North 32° 43' 14" East, a distance of 82.69 feet to a point; thence,
2. North 61° 55' 40" East, a distance of 61.60 feet to a point; thence,
3. South 51° 40' 52" East, a distance of 255.81 feet to a point; thence,
4. North 41° 26' 41" East, a distance of 53.06 feet to a point; thence,
5. South 56° 11' 50" East, a distance of 144.19 feet to a point; thence,
6. North 37° 28' 15" East, a distance of 122.13 feet to a point; thence,
7. North 54° 53' 11" East, a distance of 51.35 feet to a point; thence,
8. North 87° 00' 07" East, a distance of 73.64 feet to a point; thence,
9. South 50° 38' 58" East, a distance of 249.31 feet to a point; thence,
10. South 62° 19' 04" East, a distance of 102.64 feet to a point; thence,
11. South 40° 52' 35" East, a distance of 127.80 feet to the northeast corner of said proposed Access & Utility Easement and the **POINT AND PLACE OF BEGINNING**; thence,

Through the lands now or formerly of James R. Lindsey & Jeanne F. Lindsey the following forty-two (42) courses and distances:

1. North 45° 26' 23" East, a distance of 194.60 feet to a point; thence,
2. North 64° 24' 42" East, a distance of 49.27 feet to a point; thence,
3. North 76° 51' 40" East, a distance of 71.96 feet to a point; thence,
4. North 82° 01' 52" East, a distance of 140.39 feet to a point thence,
5. South 48° 58' 47" East, a distance of 39.05 feet to a point; thence,
6. North 44° 50' 09" East, a distance of 26.12 feet to a point; thence,
7. North 64° 54' 49" East, a distance of 85.38 feet to a point; thence,
8. North 78° 14' 03" East, a distance of 31.27 feet to a point; thence,
9. North 52° 39' 39" East, a distance of 79.51 feet to a point; thence,

10. North 22° 13' 47" East, a distance of 36.33 feet to a point; thence,
11. North 38° 14' 07" East, a distance of 146.63 feet to a point; thence,
12. North 89° 21' 58" East, a distance of 297.83 feet to a point; thence,
13. South 38° 25' 50" West, a distance of 85.15 feet to a point; thence,
14. South 08° 28' 51" West, a distance of 75.72 feet to a point; thence,
15. South 60° 09' 03" West, a distance of 104.28 feet to a point; thence,
16. South 33° 45' 00" West, a distance of 40.22 feet to a point; thence,
17. South 05° 34' 26" West, a distance of 47.46 feet to a point; thence,
18. South 20° 26' 00" East, a distance of 38.72 feet to a point; thence,
19. South 85° 59' 49" East, a distance of 112.63 feet to a point; thence,
20. South 17° 12' 53" East, a distance of 73.75 feet to a point; thence,
21. South 85° 34' 22" East, a distance of 296.26 feet to a point; thence,
22. North 11° 32' 31" East, a distance of 285.42 feet to a point; thence,
23. North 22° 29' 48" East, a distance of 275.23 feet to a point; thence,
24. North 83° 15' 57" East, a distance of 408.58 feet to a point; thence,
25. South 65° 41' 44" East, a distance of 211.43 feet to a point; thence,
26. South 42° 37' 29" East, a distance of 100.36 feet to a point; thence,
27. South 37° 24' 15" West, a distance of 146.39 feet to a point; thence,
28. South 26° 22' 15" West, a distance of 85.68 feet to a point; thence,
29. South 02° 11' 21" West, a distance of 199.99 feet to a point; thence,
30. South 24° 01' 28" East, a distance of 83.64 feet to a point; thence,
31. South 16° 11' 11" East, a distance of 130.15 feet to a point; thence,
32. South 71° 59' 14" West, a distance of 106.31 feet to a point; thence,
33. South 83° 10' 13" West, a distance of 249.86 feet to a point; thence,
34. South 83° 22' 35" West, a distance of 249.95 feet to a point; thence,
35. South 84° 28' 42" West, a distance of 459.80 feet to a point; thence,
36. South 82° 33' 18" West, a distance of 83.88 feet to a point; thence,
37. South 83° 32' 51" West, a distance of 1263.35 feet to a point; thence,
38. North 65° 55' 50" West, a distance of 15.83 feet to a point; thence,
39. North 25° 40' 21" East, a distance of 229.24 feet to a point; thence,
40. North 43° 48' 12" East, a distance of 173.97 feet to a point; thence,
41. North 54° 14' 22" East, a distance of 132.46 feet to a point, said point being the southeast corner of said proposed Access & Utility Easement; thence,
42. North 55° 48' 52" East, and along the easterly line of said proposed Access & Utility Easement line a distance of 49.81 feet to the point and place of beginning.

Containing 29.87± acres of land, more or less.

ACCESS & UTILITY EASEMENT

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, County of Saratoga and State of New York, more particularly described as follows: **BEGINNING** at a point in the easterly boundary line of Appleton Road, at its intersection with the division line of the lands now or formerly of Gregory S. Abromaitis (Book 2017, Page 13424) on the south, and lands now or formerly of James R. Lindsey & Jeanne F. Lindsey (Book 1041, Page 259) on the north; thence,

North 08° 18' 25" West and along the eastern line of Appleton Road, a distance of 52.12 feet to a point; thence,

Through the lands now or formerly of James R. Lindsey & Jeanne F. Lindsey the following eighteen (18) courses and distances:

1. North 32° 43' 14" East, a distance of 82.69 feet to a point; thence,
2. North 61° 55' 40" East, a distance of 61.60 feet to a point; thence,
3. South 51° 40' 52" East, a distance of 255.81 feet to a point; thence,
4. North 41° 26' 41" East, a distance of 53.06 feet to a point; thence,
5. South 56° 11' 50" East, a distance of 144.19 feet to a point; thence,
6. North 37° 28' 15" East, a distance of 122.13 feet to a point; thence,
7. North 54° 53' 11" East, a distance of 51.35 feet to a point; thence,
8. North 87° 00' 07" East, a distance of 73.64 feet to a point; thence,
9. South 50° 38' 58" East, a distance of 249.31 feet to a point; thence,
10. South 62° 19' 04" East, a distance of 102.64 feet to a point; thence,
11. South 40° 52' 35" East, a distance of 127.80 feet to a point in the westerly line of a proposed Lease Area; thence,
12. South 55° 48' 52" West along said westerly line, a distance of 49.81 feet to a point; thence,
13. North 40° 08' 34" West, a distance of 129.46 feet to a point; thence,
14. North 60° 23' 16" West, a distance of 80.09 feet to a point; thence,
15. North 48° 28' 18" West, a distance of 210.22 feet to a point; thence,
16. North 76° 07' 07" West, a distance of 43.15 feet to a point; thence,
17. South 43° 37' 16" West, a distance of 274.14 feet to a point; thence,
18. North 62° 14' 47" West, a distance of 97.20 feet to a point in the division line between lands of James R. Lindsey & Jeanne F. Lindsey to the north and Gregory S. Abromaitis to the south; thence,

Northerly & Westerly along said division line the following three (3) courses and distances:

1. North 56° 27' 35" West, a distance of 80.92 feet to a point along the division line of the lands now or formerly of Gregory S. Abromaitis to the south and the lands now or formerly of James R. Lindsey & Jeanne F. Lindsey to the north; thence,
2. North 57° 40' 05" West, a distance of 262.66 feet to a point along the division line of the lands now or formerly of Gregory S. Abromaitis to the south and the lands now or formerly of James R. Lindsey & Jeanne F. Lindsey to the north; thence,
3. South 32° 58' 18" West, a distance of 84.94 feet to the point and place of beginning.

Containing 1.78± acres of land, more or less.

Exhibit B

Year	Total PILOT Payment
1	\$ 15,000.00
2	\$ 15,300.00
3	\$ 15,606.00
4	\$ 15,918.12
5	\$ 16,236.48
6	\$ 16,561.21
7	\$ 16,892.44
8	\$ 17,230.29
9	\$ 17,574.89
10	\$ 17,926.39
11	\$ 18,284.92
12	\$ 18,650.61
13	\$ 19,023.63
14	\$ 19,404.10
15	\$ 19,792.18



Diamond Generating Corporation

A Subsidiary of Mitsubishi Corporation

May 12, 2021

John Murphy
Appleton Solar 1, LLC
101 Summer Street, 2nd Floor
Boston, MA 02110

RE: Letter of Intent to Provide Funding for Appleton Solar 1, LLC

Dear Mr. Murphy,

Please accept this letter, on behalf of Diamond Generating Corporation (together with its affiliates, "DGC"), as evidence of our intent to provide funding in an amount not to exceed \$14,921,534 to be utilized by Appleton Solar 1, LLC for the development and construction of an 5.0 MW AC solar photovoltaic energy generating facility in the Town of Clifton Park, New York (the "**Project**"). DGC regularly finances facilities similar to the Project, including in excess of 250 megawatts of distributed-generation solar and storage projects in the past twelve months alone.

We look forward to the prospect of bringing this project to fruition.

Sincerely,

Name: Kan Sato

Title: Chief Financial Officer

Date: May 12, 2021

Resolution No. _____ of 2021, a resolution in connection with the Town of Clifton Park determination of non-significance pursuant to the State Environmental Quality Review Act (SEQRA) regulations 6NYCRR part 617.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, the Town of Clifton Park, acting as lead agency for the SEQRA process, has determined that a need exists to perform proposed upgrades to the existing sanitary sewer system; and,

WHEREAS, the Town of Clifton Park is in the planning stages to install pump stations and sewer forcemain to connect the existing Riverview Landing Sewer District and Mohawk River Country Club sanitary system to the Saratoga County Sewer District; and,

WHEREAS, the Town of Clifton Park intends to apply for funding opportunities from various agencies for this project; and,

WHEREAS, Prime Engineers have reviewed the project on behalf of the Town Board and have solicited comment from involved and interested agencies pursuant to 6NYCRR Part 617 et seq. (the SEQRA Regulations); and

WHEREAS, Prime Engineers recommends classifying the project as a Type I Action under SEQRA and issuing a negative declaration; and,

WHEREAS, the public comment period has expired and no substantive comments remain to be addressed; now therefore, be it

RESOLVED, that the Supervisor of the Town of Clifton Park, acting as responsible officer of the Town of Clifton Park Town Board is hereby authorized to make a negative declaration and to complete and sign the Determination of Significance on the SEQR Full Environmental Assessment Form indicating that the project will not have a significant effect on the environment.

Reasons Supporting This Determination:

The project is expected to have a minimal impact on the environment as detailed below:

The directionally drilled sewer mains, manholes, cleanouts, and pump stations at the Riverview Road-Droms Road intersection and at Windhover Farms will be installed in previously disturbed rights-of-way or areas outside of wetland and agricultural district boundaries so as to minimize the environmental impacts.

The work to construct a new pump station at the site of the existing MRCC WWTP will have minimal environmental impact as it is located on a previously disturbed area.

The work to adjust the low-pressure sewer sizing within the existing Riverview Landing Sewer District and at Windhover Farms will have minimal environmental impact as both are located on previously disturbed areas.

Therefore, the construction of the Riverview Landing Sewer District Improvements Project is expected to have a minimum impact on the environment.

For Further Information:

Contact Person: Phil Barrett, Town of Clifton Park Supervisor
Address: 1 Town Hall Plaza
Clifton Park, NY 12065
Phone No.: 518-371-6651

Copies of this Notice Sent to:

Commissioner - Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-3506
Appropriate Regional Office of the Department of Environmental Conservation
Office of the Chief Executive Officer of the political subdivision in which the action will be principally located
Main office and appropriate regional office of lead agency.
Applicant
All other involved agencies

NOTE: Negative Declarations for Unlisted Actions need not be filed with DEC or any other agency (see 617.7(a)).

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project :
 Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

l. Other impacts: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>
vi. 43 tons/year or more of methane	D2h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. NO YES

(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) NO YES

If "Yes", answer questions a - c. If "No", go to Section 13.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
 If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans.
 (See Part 1. C.1, C.2. and C.3.) NO YES
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character.
 (See Part 1. C.2, C.3, D.2, E.3) NO YES
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Project : _____

Date : _____

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Impact on Land - Portions of the forcemain will be located in areas where the depth to water table is less than 3 feet and/or bedrock is within 5 feet of the existing ground surface; however, because the forcemains will be directionally drilled, the impact will be small.

Impact on Surface Water - The proposed action will involve construction within a freshwater wetland (forcemain from MRCC to the existing system crosses through one); however, because the forcemain will be directionally drilled and within the previously disturbed right-of-way, the impact will be small.

Impact on Flooding - the proposed action will be partially within the 100 and 500 year floodplains (forcemain from MRCC to the existing system crosses through floodplain boundaries); however, because the forcemain will not significantly impact existing drainage patterns or change flood water flows, the impact will be small.

Impact on Plants and Animals - bald eagles live in the project area; however, because the forcemains will be directionally drilled and excavations will mostly be performed in previously disturbed right-of-ways (excavation for pump station at corner of Droms Rd. and Riverview Rd. may necessitate some tree cutting and will require a permanent easement) the impact will be small.

Impact on Agricultural Resources - the forcemain to Windhover Farms will cross through an existing agricultural district; however, because the forcemain will be within the previously disturbed right-of-way and will be directionally drilled, the impact will be small.

Impact on Aesthetic Resources - a portion of the project will run parallel to an existing scenic byway (Riverview Road); however, because there will be minimal abovegrade features in areas that do not currently have abovegrade features (pump station at corner of Droms Rd. and Riverview Rd. will be the exception), the impact will be small.

Impact on Energy - the proposed pump stations will require electrical power to run; however, due to the small amount of electricity required (no new substations or upgrades to existing needed), the impact will be small.

Impact on Noise, Odor, and Light - the construction operations will cause temporary noise and the impact will be small.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Clifton Park _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Riverview Landing Sewer District Improvements

Name of Lead Agency: Town of Clifton Park

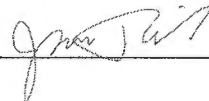
Name of Responsible Officer in Lead Agency: Phil Barrett

Title of Responsible Officer: Town of Clifton Park Supervisor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)



Date:

06/14/21

For Further Information:

Contact Person: Phil Barrett

Address: 1 Town Hall Plaza, Clifton Park, NY (12065)

Telephone Number: (518) 371-6651

E-mail: PBarrett@cliftonpark.org

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

SEQR
Negative Declaration
Notice of Determination of Non-Significance

Lead Agency: Town of Clifton Park
Address: Clifton Park Town Hall
1 Town Hall Plaza
Clifton Park, NY 12065

Project #(if any) 04-9101-P5

Date: June 14, 2021

This notice is issued pursuant to part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation law.

The lead agency has determined that the proposed action described below will not have a significant effect on the environment.

Title of Action: Riverview Landing Sewer District Improvements

SEQR Status: Type I
Unlisted

Description of Action:

The proposed project involves the decommissioning of the existing Riverview Landing and Mohawk River Country Club (MRCC) wastewater treatment plants, installation of a new pump station at MRCC and forcemain from MRCC to the existing Riverview Landing low pressure sewer, low pressure sewer sizing adjustments within the existing Riverview Landing system, pump stations at the corner of Droms Road and Riverview Road and at Windhover Farms, forcemain from the corner of Droms Road and Riverview Road to Windhover Farms, low pressure sewer sizing adjustments within the existing Windhover Farms system, and upgrades to the existing pumps at the Settler's Hill Pump Station.

Location:

Town of Clifton Park, Saratoga County, New York

(Attach additional pages as needed)

Reasons Supporting This Determination:

The project is expected to have a minimal impact on the environment as detailed below:

The directionally drilled sewer mains, manholes, cleanouts, and pump stations at the Riverview Road-Droms Road intersection and at Windhover Farms will be installed in previously disturbed rights-of-way or areas outside of wetland and agricultural district boundaries so as to minimize the environmental impacts.

The work to construct a new pump station at the site of the existing MRCC WWTP will have minimal environmental impact as it is located on a previously disturbed area.

The work to adjust the low-pressure sewer sizing within the existing Riverview Landing Sewer District and at Windhover Farms will have minimal environmental impact as both are located on previously disturbed areas.

Therefore, the construction of the Riverview Landing Sewer District Improvements Project is expected to have a minimum impact on the environment.

For Further Information:

Contact Person: Phil Barrett, Town of Clifton Park Supervisor
Address: 1 Town Hall Plaza
Clifton Park, NY 12065
Phone No.: 518-371-6651

Copies of this Notice Sent to:

Commissioner - Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-3506
Appropriate Regional Office of the Department of Environmental Conservation
Office of the Chief Executive Officer of the political subdivision in which the action will be principally located
Main office and appropriate regional office of lead agency.
Applicant
All other involved agencies

NOTE: Negative Declarations for Unlisted Actions need not be filed with DEC or any other agency (see 617.7(a)).

Tom McCarthy

From: Reichel, Paul <reichep@bsk.com>
Sent: Wednesday, June 2, 2021 4:44 PM
To: Tom McCarthy
Cc: Mike O'Brien
Subject: RE: Riverview Landing Waste water treatment upgrade project

Next steps, in this order are:

1. Finish SEQRA review and adopt SEQRA resolution/neg dec;
2. Adopt 202-b resolution, approving the project and determining the project is in the public interest; and
3. Adopt bond resolution.

All of these can be done at the June 7 meeting, if SEQRA is ready. What is the status of the SEQRA review? Is it an unlisted action, or Type 1? Let me know if the Town will be ready to finish SEQRA at the June 7 meeting and I will email you the three resolutions. Also email me the completed EAF, if SEQRA is ready. Thanks.

Paul.

Paul W. Reichel

Member
Business Department
315.218.8135 Direct
preichel@bsk.com

[Bio](#)

[Bond, Schoeneck & King PLLC](#)

One Lincoln Center, Syracuse, NY 13202-1355

This email is ONLY for the person(s) named in the message header. Unless otherwise indicated, it contains information that is confidential, privileged or exempt from disclosure under applicable law. If you have received it in error, please notify the sender of the error and delete the message.

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Wednesday, June 02, 2021 3:27 PM
To: Reichel, Paul <reichep@bsk.com>
Cc: Mike O'Brien <mobrien@cliftonpark.org>
Subject: Riverview Landing Waste water treatment upgrade project

External Email: Use caution before clicking links or opening attachments.

Paul,

Are we supposed to be planning any resolutions following the PH for this project? We don't have any on the agenda right now.

TM

Resolution No. _____ of 2021, a resolution approving the acquisition, construction and installation of improvements to the Town of Clifton Park Riverview Landing Sewer District No. 1 sewer system facilities.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, pursuant to Town Law Section 202-b, the Town Board of the Town of Clifton Park (the "Town") proposes to undertake the acquisition, construction and installation of improvements to the Town of Clifton Park Riverview Landing Sewer District (the "District") sanitary sewer system including, but not limited to, the installation, replacement or rehabilitation of sewer mains, pump stations and other facilities, and the acquisition of land, or rights in land, and machinery, equipment or apparatus required in connection therewith (the "Improvements"); and

WHEREAS, the total estimated maximum cost of the Improvements is \$1,495,000; and

WHEREAS, on June 7, 2021 the Town Board held a public hearing regarding the Improvements, as required by Town Law Section 202-b; now, therefore, be it

RESOLVED, that the Town Board hereby determines it is in the public interest to acquire, construct and install the Improvements; and be it further

RESOLVED, that the Town Board hereby authorizes the Town Supervisor and other proper officers of the Town to proceed with the Improvements provided, however, that the financing of the Improvements shall not occur until the Town Board has adopted a Bond Resolution in accordance with the New York Local Finance Law.

Resolution No. _____ of 2021. Bond resolution dated June ____, 2021 of the Town of Clifton Park, New York, authorizing the acquisition, construction and installation of improvements to the Riverview Landing Sewer District No. 1 sewer system and related equipment, machinery and apparatus at a maximum estimated cost of \$1,495,600 and authorizing the issuance of \$1,495,600 serial bonds to pay the cost thereof.

Introduced by _____, who moved its adoption, seconded by _____.

Section 1. The Town of Clifton Park, New York (the "Town") is hereby authorized to acquire, construct and install improvements to the Riverview Landing Sewer District No. 1 sewer system including, but not limited to, the installation, replacement or rehabilitation of sewer mains, pump stations and other facilities, and the acquisition of land, or rights in land, and machinery, equipment or apparatus required in connection therewith, at an estimated maximum cost of \$1,495,600 and to issue an aggregate \$1,495,600 in serial bonds pursuant to the provisions of the Local Finance Law to finance the costs of the aforesaid object or purpose.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$1,495,600, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of the issuance of \$1,495,600 in serial bonds (the "Bonds") of the Town authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty (40) years pursuant to paragraph 4 of Section 11.00(a) of the Local Finance Law. The proposed maturity of the obligations authorized by this resolution will be in excess of five (5) years.

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, no down payment is required prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.

Section 6. The Bonds and any Bond Anticipation Notes issued in an anticipation of the Bonds shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any Bond Anticipation Notes issued in anticipation of the Bonds, shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds and any Bond Anticipation Notes issued in anticipation of the Bonds. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There

shall annually be apportioned and assessed upon the several lots and parcels of land within Riverview Landing Sewer District No. 1, which the Town Board shall determine to be especially benefited by the improvements, an amount sufficient to pay the principal of and interest on such obligations as the same become due and payable, but if not paid from such source, all the taxable real property in the Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal and interest on such obligations when due.

Section 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to issue bonds providing for level or substantially level or declining annual debt service, is hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 8. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the Town's General Fund. It is intended that the Town shall then reimburse such expenditures with the proceeds of the Bonds and bond anticipation notes authorized by this resolution and that the interest payable on the Bonds and any bond anticipation notes issued in anticipation of the Bonds shall be excludable from gross income for federal income tax purposes. This resolution is intended to constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Regulation Section 1.150-2.

Section 9. The Serial Bonds and Bond Anticipation Notes authorized to be issued by this Resolution are hereby authorized to be consolidated, at the option of the Town Supervisor, the chief fiscal officer of the Town, with the serial bonds and bond anticipation notes authorized by other bond resolutions adopted by the Town Board for purposes of sale in one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolution. All matters relating to the sale of the Bonds, including the date of the Bonds, the consolidation of the Bonds and Bond Anticipation Notes with other issues of the Town, and the serial maturity of the Bonds, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 10. The validity of the Bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of this resolution or a summary hereof are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 11. The Town Supervisor, as chief fiscal officer of the Town, is hereby authorized to enter into an undertaking for the benefit of holders of the Bonds from time to time, and any bond anticipation notes issues in anticipation of the sale of the Bonds, requiring the Town to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15(c)2-12.

Section 12. This resolution, or a summary of this resolution, shall be published in the official newspapers of the Town for such purpose, together with a notice of the Clerk of the Town in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. The Town Board hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 14. This resolution shall take effect immediately upon its adoption.

Resolution No. _____ of 2021, a resolution determining that the proposed granting of a residential density bonus to 451 Clifton Park Center Road LLC within the Town Center is an unlisted action for purposes of the New York State Environmental Quality Review Act.

Introduced by _____ who moved its adoption, seconded by _____.

WHEREAS, the Town Board of the Town of Clifton Park, Saratoga County, New York, (the "Town") is considering an increase in residential density bonus for multi-family dwelling units at 451 Clifton Park Center Road, and

WHEREAS, pursuant to the New York State Environmental Quality Review Act (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the Town wishes to review the project pursuant to the SEQR Act and the Regulations with respect to the Project; and

WHEREAS, the proposed density bonus at 451 Clifton Park Center Road is consistent with the Town Center Plan and zoning legislation; now, therefore, be it

RESOLVED, by the members of the Clifton Park Town Board as follows:

1. The Project constitutes an "Unlisted Action" under 6 NYCRR § 617.2(Ak), and no further action under the SEQR Act and the Regulations is required.
2. This Resolution shall take effect immediately.

Resolution No. _____ of 2021, a resolution adopting a local law approving a residential density bonus for 451 Clifton Park Center Road LLC, SBL: 271.-3-76.11, Clifton Park Center Apartments.

Introduced by _____, who moved its adoption, seconded by _____.

WHEREAS, pursuant to Section 208-22 (6) of the Town Code, base residential density for projects within Town Center is a maximum of 10 units per acre in any project, and

WHEREAS, The Town Board has authority to increase the allowable density for residential housing within the Town Center Zones under Section 208-22 (6)(E-G) of the Town code, and

WHEREAS, on May 5, 2021, 451 Clifton Park Center Road LLC applied for a bonus allowance for an additional (2) residential units in allowed residential density for a multi-family dwelling project, at the 3.9 acre site at 451 Clifton Park Center Road within the TC-2 zone, and

WHEREAS, the proposal would allow residential development to include up to 41 Residential Units on the site, and

WHEREAS, on June 7, 2021, the Town Board held a Public Hearing to solicit public comment on the proposal for such a residential Density Bonus; now therefore, be it

RESOLVED that Local Law No _____ of 2021, a local law authorizing the Residential Density bonus of an additional 2 units for a total project density authorized of up to 41 residential units to be constructed on the site at SBL 271.-3-76.11, also known as 451 Clifton Park Center Road per the attached amendment to Chapter 208-22 G, attached, and be it further

RESOLVED, that the Town Clerk shall publish and post notice thereof, as attached, and is directed to file the amendments with the New York Secretary of State.

§ 208-22

6. Residential density.

A.

The allowable base residential density within the Town Center shall not exceed 10 dwelling units per acre, exclusive of undevelopable lands, up to a maximum of 50 dwelling units per project.

B.

Additional residential density above the allowable base levels may be permitted, with Town Board approval, pursuant to the procedures outlined in section 208-22 .6 E and F, below, provided the applicant provides for the design and/or construction of additional amenities within the Town Center for the use and enjoyment of the general public. The amenities shall include provisions for on-site and/or off-site improvements beyond those required to service the needs of the subject project.

C.

These amenities may include the following, or a combination thereof, but are not limited to:

(1)

A parking garage or deck, where not less than 50% of the parking spaces provided are available to the public (minimum 100 spaces).

(2)

Recreational areas such as a public park or playground, maintained by the applicant, which is designed as an integral part of the development, readily visible and accessible from the public way, not less than 1/4 acre in size.

(3)

Residential housing facilities for persons of low to moderate income.

(4)

A stormwater retention or detention pond which captures or mitigates local stormwaters within or from the Town Center boundaries.

(5)

A reduction in overall impervious surface area on the site, resulting in a substantive decrease in stormwater runoff.

(6)

Payment of funds provided to the Town in lieu of or in combination with proposed amenities of a sum to be determined by the Town Board, which shall be deposited

in a fund exclusively for community benefits or improvements within the Town Center.

D.

The public amenities proposed must be commensurate, in the judgment of the Town Board, with the requested density increase before they may be approved. Consideration may be based on each additional residential unit above the base density per 3,000 square feet of improvements, or other criteria the Town Board may establish in a separate amenity schedule which outlines equivalent reimbursements.

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E Procedure.

1. Applications for an increase in Residential Density for parcels within the Town Center Zones require Town Board Approval through the Adoption of a local law. Applications for increases in Residential Density in these zones shall be made to the Town Board through the Office of the Town Clerk.
2. Fees:
 - (a) A nonrefundable fee of \$1,500, payable to the Town of Clifton Park, shall accompany the application to the Town Clerk.
 - (b) The Town Board may require an applicant to deposit an additional amount of \$500, payable to the Town of Clifton Park, to pay for the fees and/or costs of any engineer, consultant or attorney designated by the Town Board to review such application. The fees and/or costs charged by such engineer, consultant or attorney in connection with such review will be charged against the sum deposited. Any amount remaining shall be returned to the applicant within 45 days of final action on the application.
- .3. Application requirements.
 - (a) The applicant shall submit an application and five paper copies and 10 DVDs, in .pdf format, of a conceptual development plan to the Town Board. A conceptual development plan shall consist of the following:
 - (b) A narrative description of the project setting forth its purpose, desirability and impact on the immediately surrounding area in which the project is proposed, as well as its projected effect on the Town Center generally, paying particular attention to schools, traffic, population, utilities, cultural and aesthetic resources, recreation, wetlands, if any, and compatibility with neighborhood..
 - (c) A description of any public amenities which will accompany the proposal.
 - (d) A survey of the property, showing existing site features, including contours, buildings,

structures, streets, utility easements, rights-of-way and land uses within 500 feet.

- (f) Information on the intended construction sequence for buildings, parking areas and landscaping.
 - (g) A public utilities plan documenting the proposed location, size and quantity of water, effluent and stormwater management facilities, and capacity of existing facilities.
4. At the time of submission of the application for increased density within the Town Center Zones the applicant shall submit, in addition to otherwise required documentation, the following:
- (a) A reproduced copy of the Tax Map or extract of the Tax Map depicting the parcel(s) of land proposed for the district and all lands within 500 feet distance from the perimeter thereof.
 - (b) A schedule of the names and addresses of the property owners within 500 feet distance from the perimeter of the lands proposed for the district as ascertained from the office of the Town Assessor.
5. Referral of the application. Prior to taking any action, the Town Board may refer the application and accompanying documents to the Planning Board for its review and recommendation, and to the County Planning Board, pursuant to General Municipal Law § 239-m.(3)
- (a) Notice.

Prior to referring the proposal to the Planning Board under this section, the Town Board will require satisfactory proof that the property owners within 500 feet of the perimeter of the lands proposed for the district approval have been notified in writing of the nature (include a brief narrative about the project and its location, number of units, approximate commercial square footage, etc.) of the proposed district. Such notification shall include the following written statement: "An application for a planned development district for lands within 500 feet of your property is being proposed. The permit application has been filed with the Town Clerk of the Town of Clifton Park and may be reviewed by you during normal business hours at the Town Hall. Please call the Town Clerk at 371-6651 if you have any questions about the procedures to review this application and the process for consideration of the proposal." Proof shall be deemed satisfactory for purposes hereof if the applicant provides evidence of mailing, by certified or registered mail or certificate of mailing, and files the receipts with the submission. Regular mail is not satisfactory notice.

§ 208-22 (6) F. **Planning Board review and recommendation.**

1. The Planning Board may require:
- (a) Additional studies and reports as may be necessary for the Planning Board to determine

appropriate intensity of land use and development density.

- (b) State environmental quality review (SEQR) documents, including the Part I Long Environmental Assessment form..
- 2. Upon completion of its review, the Planning Board shall transmit, in writing, to the Town Board its recommendation , which shall be advisory only, regarding the application. The Planning Board may recommend approval, approval with conditions or modifications, or disapproval of the application including a discussion of the proposal's compliance with the following:
 - (a) That the proposal c is consistent with the Town's comprehensive planning objectives
 - (b) That the proposal is consistent with the -objectives of the Town Center Study Documents and Town Center Zoning amendments as expressed in this article.
 - (c) That the proposal complies with the general requirements listed above in this article.
 - (d) That the density proposed shall not be detrimental to the natural characteristics of the site or adjacent land uses.
 - (e) That each phase of the development, as it is proposed to be completed, contains the required parking facilities, landscaping and utilities necessary to create and sustain each phase independently.
 - (f) That the proposal is conceptually sound in that it meets local and area-wide needs and that the proposed roadways, pedestrian system, land use configuration, open space system, stormwater management system and scale of elements shall function singly and cumulatively and conform to accepted design principals.
 - (g) That there are adequate service and utilities available or proposed to accommodate the development.
 - (h) That the traffic generated by the proposal shall not have an adverse impact on the existing transportation network.
 - (i) A recommendation on the classification of the proposal and a determination of significance under the State Environmental Quality Review Act.[1]

208-22 (6) G. **Town Board Action**

- 1. Parcels for which increased residential density applications have been granted shall be listed in Herein as follows:

Owner	SBL#	911 Address	Acreage	Base Density #	Additional Density # Sought	Total Density # Approved	Date of Town Board Approval with Local Law #
451 Clifton Park Center Road LLC	271.-3-76.11	451 Clifton Park Center Road	3.15	39 Residential Units	2 Residential Units	41 Residential Units	June 14, 2021

2. All Setbacks and Form standards of the original TC Zone remain in full force and effect unless specifically modified by the local law authorizing the density bonus for any parcel.

3. Revocation of Amendment & Sunset Provision

In the event that the applicant does not request a building permit within two years of the Town Board action provided for in § 208-22 (6), above, the Density bonus granted herein is automatically rescinded.