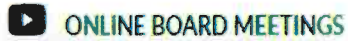


TOWN OF CLIFTON PARK TOWN BOARD MEETING

March 21, 2022

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**
 - **7:05 P.M. – Public Hearing – Dog License Fees**
 - **Presentation by the Tree Committee**
 - **Resolutions for Consideration**
 - **Other Business**

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. 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**

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING TO SOLICIT PUBLIC INPUT REGARDING AMENDING
DOG LICENSE FEES.

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on March 21, 2022 at 7:05 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York to solicit public input on a proposal to amend TownCode Chapter 92 to increase dog license fees.

Copies of the proposed local law are posted at <https://cliftonpark.org/government/legal-notices.html> , and are available for review in the Town Clerk's office during normal business hours.

Teresa Brobston Town Clerk

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

§ 92-3 Fees.

- A. The Town of Clifton Park hereby establishes the fee for a dog license issued pursuant to this chapter at ~~[\$2.50]~~ \$5.00 for a spayed or neutered dog and \$8.50 for dogs not spayed or neutered. The fee for replacement dog tags shall be \$3.
- B. In addition to the license fee established by Subsection A above, each applicant for a dog license shall pay a State surcharge of \$1 if the dog to be licensed is spayed or neutered and \$3 if the dog is not so altered.
- C. Excepted from payment of the license fees in Subsection A above are applications submitted for a dog license for any guide, service, war, working dogs, search or law enforcement purposes, and therapy dogs.
- D. The surcharge identified in Subsection ~~[A]~~ B above shall be collected by the Town Clerk and submitted to the New York State Animal Population Control Fund, to the entity designated by the State of New York, pursuant to Agriculture and Markets Law § 107, as amended.
- E. All dog owners are required to notify the Town Clerk of a change in ownership of any dog over the age of four months, within the Town of Clifton Park, within 30 days of the change in ownership, and to apply for a current dog license if required by this chapter.
- F. The license tags issued by the Town Clerk shall contain the identification number issued by the Clerk. All dogs within the Town of Clifton Park must wear the license tags issued by the Clerk at all times, except that a dog participating in a dog show shall be exempt from the identification section of this article and of § 111 of the Agriculture and Markets Law during such participation.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 15, 2022 12:37 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Tree Committee

Follow Up Flag: Follow up
Flag Status: Completed

An item has been submitted to the Resolution Request form for review.

Department: Tree Committee
Your email: astandaert@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): A. Standaert

Requested Meeting Date: 03-21-2022

Brief Description: a presentation to the Town Board by members of the Tree Committee

Budget #: n/a
Budget Description: n/a
\$ Amount: n/a

Additional Comments/Details: no resolution, but should be listed under Business on the agenda

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolutions for Consideration
Clifton Park Town Board Meeting
March 21, 2022

| <u>SOURCE</u> | <u>RESOLUTION</u> | <u>CONTACT</u> |
|-----------------------|---|----------------|
| 1. Animal Control | Adopt Local Law No. __ of 2022 amending Town Code §92.3 Fees for dog licenses | P. Barrett |
| 2. Supervisor | Issue a negative declaration pursuant to SEQRA for the proposed amendments to Planned Development District No. 37; Eagle Crest Plantation | P. Barrett |
| 3. Supervisor | Adopt Local Law No. __ of 2022 amending Planned Development District No. 37; Eagle Crest Plantation | P. Barrett |
| 4. Public Safety | Authorize the hiring of Donald C. Milos and Scott K. Westfall as part-time Security Officers | P. Barrett |
| 5. Parks & Recreation | Establish the half-time position of Recreation Leader within the Office of Parks, Recreation and Community Affairs | A. Standaert |
| 6. Parks & Recreation | Authorize the hiring of Larry Rorick as the seasonal Facility Coordinator for the Adventure Challenge Course for 2022 | P. Barrett |
| 7. Supervisor | Appoint members and alternates to Emergency Services Advisory Board | P. Barrett |
| 8. Supervisor | Schedule a public hearing on a proposal to amend Section 171-4 G (15) (a) of Town Code relative to political sign placement prior to new primary election calendar | P. Barrett |
| 9. Planning | Authorize the Supervisor to sign a Master Agreement for partial funding of a NYS Route 146/146A Bicycle and Pedestrian Access improvements project | P. Barrett |
| 10. Planning | Authorize Supervisor to sign an Architectural/Engineering Consultant Agreement with M. J. Engineering and Land Surveying P.C. for the Moe Road Multi-Use Path Gap Closure Project | P. Barrett |

- | | | |
|-----------------------|---|--------------|
| 11. Planning | Accept a quote from EWASTE+ for electronics recycling at the Transfer Station | A. Standaert |
| 12. Supervisor | Authorize the Comptroller to transfer funds received from Apparel Impact textile recycling donations to the Community Action Fund reserve account | P. Barrett |
| 13. Tree Committee | Increase the Tree Committee Revenue and Expenditures due to receiving a 2021 Community Action Fund award | A. Standaert |

Resolution No. _____ of 2022, a resolution adopting Local Law No. __ of 2022 amending Section 92-3 of Town Code pertaining to dog license fees.

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

WHEREAS, the Director of Animal Control has requested an increase in dog licensing fees, and

WHEREAS, on March 21, 2022, the Town Board held a public hearing to receive comments regarding the proposal to amend the dog licensing fees, and

WHEREAS, the fee schedule for dog licenses is contained in Chapter 92-3 of the Town Code, and

WHEREAS, the Town Board wishes to amend Chapter 92-3 of the Town Code to establish a fee of \$5.00 for a spayed or neutered dog, plus a State surcharge; now, therefore, be it

RESOLVED, that the Town Board adopts Local Law No. __ of 2022, a local law amending Section 171-4 of Town Code, as amended, and be it further

RESOLVED, that the Town Clerk is directed to publish notice.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 15, 2022 3:05 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Animal Control
Attachments: 6230e36204ef5-00.1 705 PH DOG FEES.22.docx

An item has been submitted to the Resolution Request form for review.

Department: Animal Control
Your email: tcook@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): P. Barrett

Requested Meeting Date: 03-21-2022

Brief Description: Adopt Local Law No. __ of 2022, amending Sec. 92-3 Fees for dog licenses

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details: This should follow the public hearing at 7:05 Pm on 3/21/2022

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution to classify a potential legislative action to amend the zoning code through an amendment to Planned Development District No. 37; Eagle Crest Plantation, and to issue a negative declaration regarding the potential action.

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

WHEREAS, an application has been presented to the Town Board for an amendment to the existing Planned Development District legislation for Eagle Crest Recreation golf and sports complex, to provide for a year-round indoor/outdoor sports facility with a synthetic turf indoor field within a tension fabric structure, an outdoor illuminated synthetic turf field, and a turf practice field, and

WHEREAS, the applicant has prepared and submitted a Long Form Environmental Assessment Form for the review of the proposed legislation, and

WHEREAS, the Town Planning staff have reviewed the proposal pursuant to the State Environmental Quality Review Act, and have prepared Parts 2 and 3 of the EAF, recommending that the Town Board classify the proposed legislative action as a Type I Action consistent with 6 NYCRR 617.4 and have prepared a draft determination of non-significance for the project, and

WHEREAS, Planning Director John Scavo recommends the issuance of a Negative Declaration for the Board's Determination of Significance, relative to the requested legislative amendment to the Zoning district, and

WHEREAS, the Town Board has reviewed the Environmental Assessment Forms, and draft determination of non-significance, attached, prepared by Planning staff; now therefore, be it

RESOLVED, that the Town Board, as Lead Agency, accepts the recommendation of the Town's Planning staff and hereby determines that the adoption of the proposed local law would constitute a Type I action pursuant to SEQRA if adopted, and would not have a negative impact on the environment; and be it further,

RESOLVED, that this resolution shall take effect immediately.

EAGLE CREST
SEQRA NOTICE OF NON SIGNIFICANCE
TOWN OF CLIFTON PARK TOWN BOARD
February 14, 2022

The Town Board cites the following reasons supporting this Negative Declaration:

- The adoption of the Proposed Action may result in physical changes to the property, disturbing 7.56 acres of land, justifying the action as an Unlisted Action since the total disturbance is less than 10 acres.
- The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms since the site does not contain any unique or distinctive landforms.
- The Proposed Action will not have a significant adverse environmental impact on any water body designated as protected since the .08 acres of wetlands present at the site will remain undisturbed.
- The Proposed Action will not have a significant adverse environmental impact on any non-protected existing or new body of water. The property owner must meet all current NYS DEC SPDES requirements to treat both stormwater water quality and quantity for the site per stormwater regulations.
- The Proposed Action will not have a significant adverse environmental impact on surface or groundwater quality or quantity. The project will not use or discharge surface or groundwater other than treat surface water as part of the stormwater management system.
- The Proposed Action will not have a significant adverse environmental impact on or alter drainage flow or patterns, or surface water runoff.
- The Proposed Action will not have a significant adverse environmental impact on air quality.
- The Proposed Action will not have a significant adverse environmental impact on any threatened or endangered species as the site has been developed for commercial recreation uses within accessory food establishments.
- The Proposed Action will not have a significant adverse environmental impact on agricultural land resources. The site currently operates commercial-recreational uses.
- The Proposed Action will not have a significant adverse environmental impact on aesthetic resources. The Planned Development District is not subject to the Western Clifton Park GEIS Design Guidelines. The property is an existing outdoor recreational use adjacent to an 18 hole golf course with a restaurant facility, State Route 146-A, and an existing miniature facility.
- The Proposed Action will not have a significant adverse environmental impact on any site or structure of historic, prehistoric or paleontological importance. All soil disturbance activities are within areas of prior soil disturbance for the existing commercial, recreational use.
- The Proposed Action will not have a significant adverse environmental impact on the quantity or quality of

existing or future open spaces or recreational opportunities as the site is currently developed as a commercial property. The project seeks to meet the greater community's recreational needs as identified in Clifton Park's 2012 Recreation Plan. Also, per the Town's Comprehensive Plan, the community should provide a wide range of conveniently located recreational facilities designed to meet the general needs of residents of all ages; to encourage the acquisition of lands for future recreational needs, active and passive; to provide essential programs; and to network with other organizations/agencies in the community. In addition to recognizing the intrinsic value of recreational activity, programming will be designed to encourage a healthy mind, body, and spirit.

- The Proposed Action will not have a significant adverse environmental impact on existing transportation systems as the site is currently developed as a commercial property located adjacent to an 18-hole golf course that, when busy in the summer months, compliments the proposed recreational use that will be busier during the golf courses offseason. NYS Route 146A is a state highway built to handle capacity for incremental growth along the corridor.
- The Proposed Action will not have a significant adverse environmental impact on the community's sources of fuel or energy supply. The energy needs of this proposed redevelopment will not create any significant negative impacts.
- The Proposed Action will not have a significant adverse environmental impact due to objectionable odors, noise, or vibration. No significant adverse impacts associated with odors, noise, or vibration are expected.
- The Proposed Action will not have a significant adverse environmental impact on public health and safety. No significant impacts upon public health and safety are expected.
- The Proposed Action will not have a significant adverse environmental impact on the character of the existing community. The Applicant is located within an existing PDD that operates existing commercial recreation uses. The introduction of a structure should be mitigated with landscaping for visual and auditory buffering and architectural design compatible with the surrounding area's rural character and NYS Highway Route 146A.

| | |
|----------|------------|
| Project: | 2021-000 |
| Date: | 02-14-2022 |

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | No, or small impact may occur | Moderate to large impact may occur |
|--|-------------------------------------|------------------------------------|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Will the proposed action impair the character or quality of the existing community? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Will the proposed action impact existing: | | |
| a. public / private water supplies? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. public / private wastewater treatment utilities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Will the proposed action create a hazard to environmental resources or human health? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | |
|----------|------------|
| Project: | 2021-000 |
| Date: | 02-14-2022 |

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See Attachment Document titled "Eagle Crest - SEQRA NOTICE OF NON SIGNIFICANCE " that provides support for issuance of this Negative Declaration.

| | |
|--|--|
| <input type="checkbox"/> | Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required. |
| <input checked="" type="checkbox"/> | Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts. |
| Town of Clifton Park Town Board | February 14, 2022 |
| Name of Lead Agency | Date |
| Philip Barrett | Town Supervisor |
| Print or Type Name of Responsible Officer in Lead Agency | Title of Responsible Officer |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (if different from Responsible Officer) |

PRINT FORM

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING PROPOSAL TO AMEND ALLOWED
USES WITHIN THE PLANNED DEVELOPMENT DISTRICT FOR EAGLE CREST
PLANTATION

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on February 14 at 7:05 p.m. in the Clifton Park Senior Community Center, located at 6 Clifton Common Ct., Town of Clifton Park, County of Saratoga, State of New York, to consider an application submitted by Sportsplex of Halfmoon, Inc. zoning change and Planned Development District (PDD) amendments at the Players Park property located at 1012 Ballston Lake Road, Tax Map Parcel IDs 264.-2-6.111 and 264.-2-6.123, adjacent to the Eagle Crest Golf Course.

The proposed legislation would authorize the aforementioned parcels within the existing PDD to consist of a year-round indoor/outdoor sports facility with a synthetic turf indoor field within a tension fabric structure, an outdoor illuminated synthetic turf field, and a turf practice field.

Copies of the proposed local law, map and sketch drawings depicting the project, will be available on the Town's website at <https://cliftonpark.org/government/legal-notices.html> and are available for review in the Town Clerk's office during normal business hours. Comments regarding this public hearing can be directed to Town Clerk Teresa Brobston at tbrobston@cliftonpark.org who will read them at the meeting.

Teresa Brobston, Clifton Park Town Clerk

TOWN OF CLIFTON PARK TOWN BOARD
APPLICATION FOR PLANNED DEVELOPMENT DISTRICT

NAME OF SITE PLAN: Players Park

ADDRESS: 1012 NY-146A, Clifton Park, NY 12065

TAX MAP (SBL) #: 264.-2-6.111 & 264.-2-6.123

DESCRIPTION: Total Acreage: 8.02 acres

Current Zoning: Planned Development District (PDD)

Building Area: 6.8 acres

Total # Parking Spaces: 184

WATER PROVISIONS: Well () Existing Water Hookup () New Water Hookup ()

Service Area: Clifton Park Water Dist. #1 ()

Rivercrest Water Dist. ()

SANITARY PROVISIONS: The project will be using private well and private septic on-site

(Note: NYS Uniform Code requires connection to water or sanitary supply if available within 100' in a residential zone and 500' in a commercial zone.)

WILL THIS PROJECT INVOLVE IDA FUNDING/SPONSORSHIP? yes () no ()

NARRATIVE DESCRIPTION:

Sportsplex of Halfmoon Inc (the "Applicant") is proposing to construct an indoor/outdoor sports field facility (the "Proposed Project") on an approximately 8.02-acre site, comprised of two tax parcels (tax map ID 264.-2-6.111 and tax map ID 264.-2-6.123), located off of NYS Route 146A, in the Town of Clifton Park, Saratoga County, New York. The Proposed Project includes a year-round sports facility with a synthetic turf indoor field within a tension fabric structure, an outdoor synthetic turf field, and a small turf practice area on the property (tax map ID 264.-2-6.123), while maintaining the adjacent parcel's existing uses which includes the mini-golf facility with supporting ice cream stand (tax map ID 264.-2-6.111). The site is currently being operated as Players Park, a lighted foot-golf course and seasonal ice-cream stand, adjacent to the Eagle Crest golf course. The property is within an established Planned Development District, better known as PDD No. 37, Eagle Crest Plantation, and requires a zoning amendment to allow for the addition of the planned facilities. There are no public utilities on site - the site is currently served by private water and septic systems. The Proposed Project is required to submit an amended sketch plan to the Town of Clifton Park Planning Board for approval.

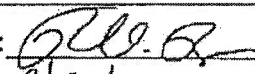
APPLICANT: Name: Sportsplex of Halfmoon Inc.

Tax Id./SS #: 30-0255759

Address: 13 Azalea Drive, Saratoga Springs, NY 12866

Phone: 518-466-0396

Fax: _____

Signature/Date: 

Email: sportsplexofhalfmoon@outlook.com
pdrfox@aol.com

9/30/21

OWNER: Name: Krueger Development LLC

Phone: _____

Fax: _____

Address: _____

ENGINEER/L.A. ARCH: Name: Andy Rymph, RLA

Lic. #: _____

Address: 4 British American Blvd, Latham, NY 12110

Phone: 518-266-7323

Fax: _____

Email: arymph@chazencompanies.com

SURVEYOR: Name: Toss Weterveld / Gilbert VanGuilder, Land Surveyor, PLLC Lic #: 50,319

Address: 988 Route 146, Clifton Park, NY 12065

Phone: 518-383-0634

Fax: _____

Email: gvglandsurveyors.com

ARTICLE XXXV
Eagle Crest Plantation
[Adopted 5-24-1993 by L.L. 8-1993]

§ A217-283. Title.

This local law shall be known and may be cited as "Local Law No. 8-1993, of the Town of Clifton Park, a Local Law Amending Local Law No. 2-1967, of the Town of Clifton Park, Entitled 'Local Law Relating to Zoning for the Town of Clifton Park,' Providing for the Creation of a Planned Development District to be known as 'Planned Development District No. 37; Eagle Crest Plantation.'"

§ A217-284. Establishment of district.

Local Law No. 2-1967, of the Town of Clifton Park, entitled, "Local Law Relating to Zoning for the Town of Clifton Park," and any and all prior and subsequent amendments thereto affecting the subject premises and the Zoning Map of the Town of Clifton Park, as set forth therein and made a part thereof, are hereby amended by changing from Agricultural and Rural Residence (R-R) and Light Industrial (LI) a portion thereof, as hereinafter described, and creating within the boundaries of said area a planned development district to be known and described as "Planned Development District No. 37, Eagle Crest Plantation."

§ A217-285. Boundaries.

The area of said Planned Development District No. 37, Eagle Crest Plantation, consists of approximately 208.32 acres of land located in the southeast quadrant of the intersection of New York State Route 146A and Waite Road, northerly of the lands of the B&M Railroad and is bounded and described in Exhibit A attached hereto and made a part hereof.¹

§ A217-286. Development.

- A. The development of the Eagle Crest Plantation has been presented and is described according to a sketch plan filed with the Town Planning Board of the Town of Clifton Park. This sketch may be changed, altered or amended by approval of the Planning Board.
- B. The area will consist of multi-use recreational facilities including an eighteen-hole golf course with clubhouse, maintenance/storage buildings and parking facilities; a miniature golf course; tennis courts; driving range; softball field; volleyball courts; concession stand with parking facilities; and steak roast pavilion with parking facilities. The area will also consist of two existing detached single-family residences and up to 11 lots for the construction of detached single-family residences.

1. Editor's Note: Exhibit A is on file in the Town Clerk's office and may be viewed there during regular office hours.

§ A217-287. Points of ingress and egress.

For vehicular traffic purposes, the multi-use recreational facilities will utilize two points of ingress and egress on New York State Route 146A, as shown on the aforementioned sketch plan of the Eagle Crest Planned Development District. The existing and proposed detached single-family residences shall be accessed by way of combined driveways off of New York State Route 146A and Waite Rd.

§ A217-288. Water and sewerage facilities.

There will be on-site water and septic facilities. Any approval of this planned development district is subject to and contingent upon proper approvals of water supply and sewerage facilities by the proper state and local agencies.

§ A217-289. Construction regulations.

All improvements shall be designed and constructed pursuant to plans and specifications approved by a duly licensed architect and/or engineer and in full compliance with the New York State Uniform Fire Prevention and Building Code. When completed, these improvements shall be certified as having been constructed in full compliance with the New York State Uniform Fire Prevention and Building Code. The engineer and/or architect performing the work herein described shall be employed by and at the sole expense of the owner. All construction shall be subject to the inspection and approval by the appropriate officials of the Town of Clifton Park.

§ A217-290. Submission of plans.

Before any construction within the planned development district is commenced or any building permit relating thereto is issued, final site plans and specifications shall be submitted to the Town Planning Board for its approval and shall be approved by the Town Planning Board. Such final plans and specifications shall be filed with the Town Clerk and the Planning Board, after approval thereof by the Town Planning Board.

§ A217-291. Revocation; construction; waiver.

This amendment shall be deemed automatically revoked and void and the previous regulations shall obtain if, within 12 months from the effective date of this local law, commencement of the construction of Planned Development District No. 37, Eagle Crest Plantation, has not begun, or if, after construction has begun, unless substantial progress continues without undue interruption thereafter. As to the area within which a building or buildings have been constructed pursuant to this local law, there shall be no voiding of this amendment, and as to said area and building or buildings, this amending local law shall continue in full force and effect and the area zoned by this local law shall be the area within which said building or buildings was or were constructed pursuant to this amending local law plus an additional area of 50 feet of open space beyond the outside boundaries of each building constructed. For proper cause shown, the Town Board may, under such terms and conditions as it deems proper, waive either or both of said requirements by resolution, without first conducting a public hearing thereon.

§ A217-292. Zoning Map.

Section 101 of the said Local Law No. 2-1967, entitled "Zoning Map" is hereby amended by providing that the said Planned Development District No. 37, Eagle Crest Plantation, be set forth on Supplementary Map No. 37, which is hereby made a part of this local law.²

2. Editor's Note: The Zoning Map is on file in the Town offices.

Resolution No. _____ of 2022, a resolution adopting Local Law No. ___ of 2022, to amend the Planned Development District No. 37; Eagle Crest Plantation, previously established for the premises by amending Local Law No. 8 of 1993, of the Town Code, entitled “Local Law Relating to Zoning for the Town of Clifton Park”.

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

WHEREAS, an application has been presented to the Town Board for a change in the Zoning Code to amend an existing Planned Development District encompassing the existing Eagle Crest Plantation complex, providing for year-round indoor/outdoor sports facilities within the portion of the complex known as Players Park, and

WHEREAS, on December 21, 2021, the Planning Board provided an advisory opinion containing detailed opinions, comments and concerns relating to the proposal, but without a formal recommendation to approve or deny the application for amendments to the zoning legislation, and

WHEREAS, on December 17, 2020, the Saratoga County Planning Board issued a review letter under Section 239-m of the NYS General Municipal Law, recommending the approval of the zoning change with recommendations, and

WHEREAS, the Town Board conducted a Public Hearing on the proposed legislation on February 14, 2022 to receive comment for and against the proposal, and

WHEREAS, the Town Board has reviewed the proposed zoning amendment pursuant to the State Environmental Quality Review Act and has issued a negative declaration pursuant to the Act, and has now completed all procedural actions necessary to bring the proposal to a vote before the Board, and

WHEREAS, that after due consideration of the Petitioner’s application and project details; now, therefore be it

RESOLVED, that Local law No. ___ of 2022, a local law amending A217-786 of the Town Code, to provide for the construction of an indoor/outdoor sports facility and indoor turf field as written in the attached amendment is hereby adopted.

RESOLVED, that the Town Clerk file said notice with the New York State Department of State as required by law.

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

§ A217-286 Development.

- A. The development of the Eagle Crest Plantation has been presented and is described according to a sketch plan filed with the Town Planning Board of the Town of Clifton Park. This sketch may be changed, altered or amended by approval of the Planning Board.

- B. The area will consist of multi-use recreational facilities including an eighteen-hole golf course with clubhouse, maintenance/storage buildings and parking facilities; a miniature golf course; tennis courts; driving range; softball field; volleyball courts; concession stand with parking facilities; and steak roast pavilion with parking facilities. The area will also consist of two existing detached single-family residences and up to 11 lots for the construction of detached single-family residences. The area will further consist of a year-round indoor/outdoor sports facility with a synthetic turf indoor field with a tension fabric structure, an outdoor illuminated synthetic turf field, and a turf practice field.

Resolution No. _____ of 2022, a resolution authorizing the hiring of Donald C. Milos and Scott K. Westfall as part-time Security Officers.

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

WHEREAS, vacancies exist for part-time security officers, and

WHEREAS, Donald C. Milos, 6D Brookside Meadows Road, Ballston Lake, and Scott K. Westfall, 3 Yorkshire Terrace, Clifton Park, have successfully passed the Civil Service Exam, and

WHEREAS, Louis Pasquarell, Director of Safety & Security, has recommended that Donald Milos and Scott Westfall be hired to fill the positions of the part-time Security Officer; now, therefore, be it

RESOLVED, that Donald C. Milos and Scott K. Westfall be appointed as a part-time Security Officers at Grade 5, Step 1, to be paid \$24.20/ hour according to the most recent collective bargaining agreement, from A-3120-E4010 (General Fund - Security-Part Time Security Officer), effective immediately.

Town of Clifton Park
Part-time & Half-time Personnel Salary Matrix

COLA Increase 2.00%

| Grade | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> | <u>Step 10</u> | <u>Step 11</u> |
|-------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|
| 1 | 16.32 | 16.47 | 16.97 | 17.48 | 18.01 | 18.55 | 19.29 | 20.07 | 21.07 | 22.13 | 23.24 |
| 2 | 18.01 | 18.19 | 18.73 | 19.29 | 19.86 | 20.46 | 21.29 | 22.14 | 23.25 | 24.40 | 25.61 |
| 3 | 19.71 | 19.91 | 20.50 | 21.13 | 21.76 | 22.41 | 23.31 | 24.26 | 25.46 | 26.71 | 28.08 |
| 4 | 21.94 | 22.15 | 22.82 | 23.50 | 24.23 | 24.94 | 25.95 | 26.99 | 28.32 | 29.75 | 31.24 |
| 5 | 24.20 | 24.42 | 25.16 | 25.92 | 26.67 | 27.50 | 28.60 | 29.74 | 31.23 | 32.79 | 34.44 |
| 6 | 26.50 | 26.76 | 27.57 | 28.38 | 29.24 | 30.14 | 31.33 | 32.58 | 34.21 | 35.92 | 37.73 |
| 7 | 29.82 | 30.14 | 31.02 | 31.96 | 32.92 | 33.90 | 35.26 | 36.66 | 38.51 | 40.43 | 42.45 |
| 8 | 33.20 | 33.53 | 34.53 | 35.56 | 36.63 | 37.74 | 39.25 | 40.80 | 42.85 | 45.00 | 47.25 |
| 9 | 36.56 | 36.92 | 38.03 | 39.16 | 40.34 | 41.53 | 43.20 | 44.92 | 47.16 | 49.52 | 51.99 |
| 10 | 38.90 | 39.31 | 40.48 | 41.71 | 42.95 | 44.24 | 46.00 | 47.84 | 50.24 | 52.73 | 55.36 |
| 11 | 41.85 | 42.28 | 43.54 | 44.86 | 46.20 | 47.58 | 49.48 | 51.46 | 54.05 | 56.75 | 59.59 |
| 12 | 44.82 | 45.27 | 46.63 | 48.03 | 49.47 | 50.96 | 53.00 | 55.12 | 57.87 | 60.77 | 63.81 |
| 13 | 47.78 | 48.25 | 49.70 | 51.18 | 52.71 | 54.27 | 56.46 | 58.73 | 61.68 | 64.75 | 68.00 |
| 14 | 51.32 | 51.84 | 53.40 | 55.00 | 56.64 | 58.33 | 60.66 | 63.08 | 66.23 | 69.55 | 73.02 |

| | | | | | | | | | | | |
|------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Years in Step | 1 | 2 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Percent Increase | 1.00% | 3.00% | 3.00% | 3.00% | 3.00% | 4.00% | 4.00% | 5.00% | 5.00% | 5.00% | 5.00% |

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, March 2, 2022 11:15 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022

An item has been submitted to the Resolution Request form for review.

Department: Public Safety - Safety and Security
Your email: lpasquarell@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): Lou Pasquarell

Requested Meeting Date: 03-21-2022

Brief Description: Part Time Security Officers -
Donald C. Milos - 6D Brookside Meadows Road, Ballston Lake, NY 12019,
Scott K. Westfall - 3 Yorkshire Terrace, Clifton Park, NY 12065

Budget #: A-3120-E4010
Budget Description: Part-Time Security Officers
\$ Amount: \$24.20per hr.

Additional Comments/Details: Both candidates have been interviewed and chosen from the Civil Service List.

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution establishing the position of Recreation Leader within the Office of Parks, Recreation, and Community Affairs.

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

WHEREAS, the Director of Parks, Recreation and Community Affairs has identified a need for additional staff to assist in more efficient operations of Parks and Recreation Department, and

WHEREAS, the Director of Parks, Recreation and Community Affairs has recommended that the position of Recreation Leader be established in Clifton Park, and has asked for authorization to begin a hiring process to fill the position through a canvas of the existing civil service certification list to conduct interviews for the Recreation Leader position; now, therefore, be it

RESOLVED, that the Town Board hereby establishes the position of Recreation Leader, as a Grade 4, Step 1, to be paid \$21.94/hour as a half-time position per the part-time and half-time matrix, and pursuant to the attached job description; and be it further

RESOLVED, that the Director of Parks, Recreation and Community Affairs is authorized to begin interviewing candidates on the list for this position to work up to 25 hours per week, and will be eligible for benefits as a half-time employee; and be it further

RESOLVED, that the funds will come from unreserved fund balance and will be transferred upon hire date.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 8, 2022 11:35 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-14-2022
Attachments: 622785bf3b852-Rec Leader Information.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

An item has been submitted to the Resolution Request form for review.

Department: Parks & Rec
Your email: mkramer@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): A. Standaert

Requested Meeting Date: 03-14-2022

Brief Description: A resolution establishing the permanent half-time civil service position (25 hours per week) of Recreation Leader within the Office of Parks, Recreation and Community Affairs.

Budget #: A-7021-E0XXX
Budget Description:
\$ Amount:

Additional Comments/Details: Will meet with Tom M regarding any additional specifics needed for resolution.

COMPTROLLER APPROVAL or Comments:

See attached for Comptroller ?'s
Half-time matrix G.4 step 1 = \$21,94

ATTORNEY APPROVAL or Comments:

Meg Springli

From: Myla Kramer <MKramer@cliftonpark.org>
Sent: Tuesday, March 8, 2022 4:05 PM
To: Mark Heggen
Cc: Meg Springli; Tom McCarthy; Amy Standaert
Subject: RE: Resolution Request for TB Meeting: 03-14-2022

Mark, my understanding from the county is that half-time is 17.5 hours a week or more and that part-time would be less than 17.5 hours a week. I would envision any applicable benefits that would come with the 25 hours. This is not utilizing the \$10,000 position. However, with the 4th staff person back in our office, we would not need a seasonal person starting in late March-early April. We would go back to someone working mid-to end of May through mid-August. We should not need the full \$10,000. In regards to the union, I would not assume they would be part of it since they would work less than 27 hours.

Please let me know if there is any other information that I can give to you. Thank you.

Regards,
Myla

Myla E. Kramer, M.S.W., Director
Office of Parks, Recreation and Community Affairs
518-371-6667 www.cliftonpark.org

From: Mark Heggen <mheggen@cliftonpark.org>
Sent: Tuesday, March 8, 2022 2:21 PM
To: Myla Kramer <MKramer@cliftonpark.org>
Cc: Meg Springli <mspringli@cliftonpark.org>; Tom McCarthy <TMcCarthy@cliftonpark.org>; Amy Standaert <AStandaert@cliftonpark.org>
Subject: FW: Resolution Request for TB Meeting: 03-14-2022

Myla,

For the Recreation Leader a few questions.

- You are requesting that the position be classified as half-time, with benefits. The current employee manual identifies employees listed as half-time to work 17.5 hours per week. The position that you are asking is 21% more time than half-time.
- A half-time position typically pays 50% of the benefits that an individual would normally pay. This would include health, dental and vision. Although we typically do not require a contribution from the employee for vision, when a person is classified as half-time, they have paid a share. Would you envision that the employee still pay 50% of the health, dental and vision monthly costs?
- Is this new position going to utilize the salary for the part-time position that is currently in the budget, which is \$10,000?
- Is it your understanding that this position is eligible under the union agreement, the one thing that would keep them out is that the union agreement would not apply to employees who work less than 27 hours per week.

Mark

Mark E. Heggen, CPA

**New Half-time Recreation Leader Position
in Office of Parks, Recreation and Community Affairs**

Recreation Leader (county job description attached)
Starting at Grade 4, Step 1, Year 1

Our office needs an additional staff to work 9am to 2pm (with flex as needed) which would be a total of 25 hours. Half-time employees receive the same benefits as full-time employees.

Specific job duties would include:

- Work with program coordinator on developing nature education programs.
- Implement regularly scheduled nature programs.
- Customer Service – first point of contact via phone or in-person.
- Update summer rec registration, facility use, camp field trip and golf course forms
- Mail returning full day camp letters (Lori assisting)
- Compile all quotes
- Purchase Orders
- Mail Thank you letters/cards to all event sponsors, volunteers, and community groups.
- Program POS with updates/changes or additions
- Set up golf course cottage/cash register/cc machine/supplies
- Mail fire police letters for July 4th (Emergency Response letters-make copies for Myla)
- Mail out event sponsorship letters
- Mail out letters to Grooms Tavern renters for next year
- Update calendar books for next year
- Mail out and receive all new and returning employee paperwork

RECREATION LEADER

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for conducting recreation programs and special events; overseeing playgrounds, or assisting with the conduct of various periodic recreation activities or special events. This position differs from that of Recreation Supervisor by virtue of the limited scope of responsibility. The work is performed under the general direction of a Recreation Supervisor, or other higher level Recreation Administrator. Supervision may be exercised over the work of subordinate personnel or volunteers. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Directs or assists in the direction of recreation programs, special events, and activities at a specific playground or other facility;
Organizes, promotes, and directs activities such as special events, softball, soccer, baseball, arts and crafts, nature studies, hikes and quiet games;
Assists in the organization and conduct of concerts, field trips, and other special events;
Plans the daily schedule of activities;
May act as Sports Official and maintain order at games and contests;
Inspects recreation facilities and equipment to insure the safety of participants;
Attends staff meetings to discuss special problems, the playground program, and the community recreation programs;
Maintains records of attendance, activities, and equipment;
Attends in-service training sessions;
Distributes and maintains control over equipment and supplies;
May administer first-aid as required;
Designs purchase orders, processes vouchers, assists in department budgeting;
Uses computer applications such as spread sheets, word processing, calendar, e-mail, and database software in performing work assignments.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS: Good knowledge of the organization and conduct of recreational activities; good knowledge of computer applications such as Word, Excel, etc.; ability to maintain routine written records; ability to follow oral and written instructions; ability to stimulate and maintain the interest of participants; good judgment; emotional maturity; dependability; willingness to work evenings and weekends; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Graduation from high school or possession of a high school equivalency diploma, and one (1) year of full-time paid experience or its part-time volunteer equivalent in an organized recreation or athletic program.

**New Half-time Recreation Leader Position
in Office of Parks, Recreation and Community Affairs**

Recreation Leader (county job description attached)
Starting at Grade 4, Step 1, Year 1

Our office needs an additional staff to work 9am to 2pm (with flex as needed) which would be a total of 25 hours. Half-time employees receive the same benefits as full-time employees.

Specific job duties would include:

- Work with program coordinator on developing nature education programs.
- Implement regularly scheduled nature programs.
- Customer Service – first point of contact via phone or in-person.
- Update summer rec registration, facility use, camp field trip and golf course forms
- Mail returning full day camp letters (Lori assisting)
- Compile all quotes
- Purchase Orders
- Mail Thank you letters/cards to all event sponsors, volunteers, and community groups.
- Program POS with updates/changes or additions
- Set up golf course cottage/cash register/cc machine/supplies
- Mail fire police letters for July 4th (Emergency Response letters-make copies for Myla)
- Mail out event sponsorship letters
- Mail out letters to Grooms Tavern renters for next year
- Update calendar books for next year
- Mail out and receive all new and returning employee paperwork

Town of Clifton Park
 Part-time & Half-time Personnel Salary Matrix

COLA Increase 2.00%

| Grade | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> | <u>Step 10</u> | <u>Step 11</u> |
|-------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|
| 1 | 16.32 | 16.47 | 16.97 | 17.48 | 18.01 | 18.55 | 19.29 | 20.07 | 21.07 | 22.13 | 23.24 |
| 2 | 18.01 | 18.19 | 18.73 | 19.29 | 19.86 | 20.46 | 21.29 | 22.14 | 23.25 | 24.40 | 25.61 |
| 3 | 19.71 | 19.91 | 20.50 | 21.13 | 21.76 | 22.41 | 23.31 | 24.26 | 25.46 | 26.71 | 28.08 |
| 4 | 21.94 | 22.15 | 22.82 | 23.50 | 24.23 | 24.94 | 25.95 | 26.99 | 28.32 | 29.75 | 31.24 |
| 5 | 24.20 | 24.42 | 25.16 | 25.92 | 26.67 | 27.50 | 28.60 | 29.74 | 31.23 | 32.79 | 34.44 |
| 6 | 26.50 | 26.76 | 27.57 | 28.38 | 29.24 | 30.14 | 31.33 | 32.58 | 34.21 | 35.92 | 37.73 |
| 7 | 29.82 | 30.14 | 31.02 | 31.96 | 32.92 | 33.90 | 35.26 | 36.66 | 38.51 | 40.43 | 42.45 |
| 8 | 33.20 | 33.53 | 34.53 | 35.56 | 36.63 | 37.74 | 39.25 | 40.80 | 42.85 | 45.00 | 47.25 |
| 9 | 36.56 | 36.92 | 38.03 | 39.16 | 40.34 | 41.53 | 43.20 | 44.92 | 47.16 | 49.52 | 51.99 |
| 10 | 38.90 | 39.31 | 40.48 | 41.71 | 42.95 | 44.24 | 46.00 | 47.84 | 50.24 | 52.73 | 55.36 |
| 11 | 41.85 | 42.28 | 43.54 | 44.86 | 46.20 | 47.58 | 49.48 | 51.46 | 54.05 | 56.75 | 59.59 |
| 12 | 44.82 | 45.27 | 46.63 | 48.03 | 49.47 | 50.96 | 53.00 | 55.12 | 57.87 | 60.77 | 63.81 |
| 13 | 47.78 | 48.25 | 49.70 | 51.18 | 52.71 | 54.27 | 56.46 | 58.73 | 61.68 | 64.75 | 68.00 |
| 14 | 51.32 | 51.84 | 53.40 | 55.00 | 56.64 | 58.33 | 60.66 | 63.08 | 66.23 | 69.55 | 73.02 |

| | | | | | | | | | | | |
|------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Years in Step | 1 | 2 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Percent Increase | 1.00% | 3.00% | 3.00% | 3.00% | 3.00% | 4.00% | 4.00% | 5.00% | 5.00% | 5.00% | 5.00% |

Resolution No. _____ of 2022, a resolution authorizing the hiring of Larry Rorick as an Adventure Challenge Facility Coordinator for the 2021 summer season.

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

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs has requested authorization to retain staff to conduct the Adventure Challenge Course for 2022, and

WHEREAS, Ms. Kramer has recommended that Larry Rorick, 24 Fieldstone Drive, Ballston Lake, be hired as an Adventure Challenge Facility Coordinator for the 2022 Adventure Challenge Program; now, therefore, be it

RESOLVED, that Larry Rorick, 24 Fieldstone Drive, Ballston Lake, be appointed as Facility Coordinator, effective March 22 through October 31, 2022, to be paid a total amount not to exceed \$5,000 for the season (\$147.05/week), from A-7621-E2350 (P&R -Project Adventure - Coordinator).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, March 14, 2022 2:27 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Parks & Rec

An item has been submitted to the Resolution Request form for review.

Department: **Parks & Rec**
Your email: **mkramer@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **03-21-2022**

Brief Description: **A resolution rehiring Larry Rorick, 24 Fieldstone Drive, Ballston Lake, NY as the Facility Coordinator for Adventure Challenge Course for the 2022 season effective March 22 through October 31, 2022, to be paid \$147.05/week not to exceed \$5,000.**

Budget #: **A-7621-E2350**
Budget Description: **Adventure Challenge - Coordinator**
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution appointing members to the Emergency Services Advisory Board (ESAB).

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

WHEREAS, due to the resignation of Duane Lindsey an opening exists for a member representing the Vischer Ferry Fire Department to the ESAB, and

WHEREAS, vacancies also exist for alternates to the ESAB representing the Ballston Lake Fire Department and the Rexford Fire Department, and

WHEREAS, Supervisor Barrett has recommended that James Grant Keeler, as shown on Schedule A be appointed for the remainder of Duane Lindsey's 3-year term, term to expire 12/31/2022 , and

WHEREAS, Supervisor Barrett has recommended that Frederic Ross, Nancy Ross, and Aaron Cote, listed on Schedule A, be appointed as Alternates on the ESAB on behalf of the Ballston Lake Fire Department and the Rexford Fire Department, respectively; now, therefore, be it

RESOLVED, that James Grant Keeler, Frederic Ross, Nancy Ross, and Aaron Cote be appointed to the Emergency Services Advisory Board, as indicated on the attached Schedule A.

Schedule A
ESAB Appointments as of 3/21/2022

| Location | Name & Address | End Date | Note |
|-----------------------|--|------------|---|
| Vischer Ferry Fire | James Grant Keeler 20 VanVranken Rd Clifton Park, NY 12065 | 12/31/2022 | Member, Remainder of Duane Lindsey's 3-year term |
| Ballston Lake Fire | Frederic Ross 180 Ashdown Rd. Ballston Lake, NY 12019 | 12/31/2022 | Alternate |
| Ballston Lake Fire | Nancy Ross 180 Ashdown Rd Ballston Lake, NY 12019 | 12/31/2022 | Alternate |
| Rexford Fire | Aaron Cote 20 Blue Barns Rd. Rexford, NY 12148 | 12/31/2022 | Alternate |

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, March 14, 2022 11:25 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Supervisor - ESAB Members
Attachments: 622f5e44574db-03142022scan_20220314110714.pdf

An item has been submitted to the Resolution Request form for review.

Department: Supervisor - ESAB Members
Your email: wschoenborn@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): P. Barrett

Requested Meeting Date: 03-21-2022

Brief Description: Apponit members to fill vacancies on the ESAB

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Jean, Spiegel

From: Wade Schoenborn <wschoenborn@cliftonpark.org>
Sent: Tuesday, March 1, 2022 3:42 PM
To: Jean, Spiegel
Subject: ESAB

Vischer Ferry Fire
James Grant Keeler
20 VanVranken Rd
Clifton Park, NY 12065
Gjkeeler49@gmail.com
518-424-6019

→ Finishing Deane Lindsey term ending 12/31/22

Ballston Lake Fire
Frederic Ross (Alternate) + Nancy Ross
180 Ashdown Rd
Ballston Lake, NY 12019
Fross2@nycap.rr.com
518-596-9239 Fred
(Do not have a phone number for Frederic)

Also Alternate
12/31/22

Soon as I know I will let you know about the alternate for Rexford

Wade Schoenborn, Fire Marshal

Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065
(518) 371-6702 ext. 223
wschoenborn@cliftonpark.org

Rexford Fire

Alternate for Paul Van Scharck

Aaron Cote
20 Blue Barns Rd.
Rexford, NY 12148
Acote1@nycap.rr.com

→ Finishing Susan Lessard term ending 12/31/22

518-428-7157



The Ballston Lake Fire District
1125 Ballston Lake Rd.
Ballston Lake, NY 12019

RECEIVED

FEB 24 2022

CLIFTON PARK
NY 12065

Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

To Whom It May Concern:

At the district meeting held on February 7th, 2022 the board passed the motion to approve both Nancy and Fred Ross as the representatives to the ESAB.

Sincerely,

Ashley Robinson
Treasurer
Ballston Lake Fire District No. 1

Date

10

Jean, Spiegel

From: Wade Schoenborn <wschoenborn@cliftonpark.org>
Sent: Wednesday, March 2, 2022 7:56 AM
To: Jean, Spiegel
Subject: ESAB Rexford Alternate

Good Morning Jean,

Aaron Cote will be the ESAB alternate for Rexford Fire dept. You have all his information as he is the Chairman for the Fire Code Appeals Board as well. If you need anything else just let me know.

Thanks

Wade Schoenborn, Fire Marshal

Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065
(518) 371-6702 ext. 223
wschoenborn@cliftonpark.org

Resolution No _____ of 2022, a resolution scheduling a public hearing on a proposal to amend the Town Code §171-4 (G) (15) (a) regarding political signs.

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

WHEREAS, the Supervisor has requested that amendments be made to 171-4 (G) (15) (a) of Town Code regarding the time frame for the placement of political signs prior to primary elections, and

WHEREAS, the residents of Clifton Park overwhelmingly support reasonable limitations on the length of time that candidates and political parties may place political signs out in advance of primary and general elections for Federal, State and local elective offices, and

WHEREAS, the Town's local codes regarding political signs, contained in Chapter 171 of the Town Code, has long provided a 30-day limitation for the placement of such signs prior to a general or special election and/or referendum, and

WHEREAS, the New York State legislature has adjusted the primary election calendar in New York and has moved the primary election from September to June, and

WHEREAS, The Town Board wishes to schedule a Public Hearing to solicit the views and input from the community on a proposal to adjust the 30-day limitation accordingly; now therefore, be it:

Resolved, that a Public Hearing will be held on April 11, 2022, at 7:05 PM on a proposal to amend the code to include primary election signage per the attached draft legislation; and be it further

RESOLVED, that the Town Clerk is directed to publish appropriate notice of the same.

Proposed Town Code Change for Public Hearing Scheduled for 4/11/2022

§ 171-4 Prohibitions; application; exemptions.

All signs within the Town shall be governed by the sign limitations set forth herein:

- G. Exempt signs. The following types of signs may be erected and maintained without permits or fees, provided that such signs comply with the general requirements of this chapter and other conditions specifically imposed by the regulations:
 - (15) Political signs, not exceeding four square feet in the residential districts nor 16 square feet in the business districts, provided that:
 - (a) For general elections, no signs shall be placed prior to September 1 and must be removed within five days after the general election; provided, however, that with respect to primary or special elections and/or referendums, such signs may not be placed more than 30 days prior to the date thereof and must be removed within five days thereafter.

8

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 15, 2022 2:49 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Supervisor
Attachments: 6230dfb0563db-07a Sec 171-4 G 15 a Political Signs .docx

An item has been submitted to the Resolution Request form for review.

Department: **Supervisor**
Your email: **mspringli@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **03-21-2022**

Brief Description: **Schedule a public hearing to amend Sec. 171-4 (G) (15) (a) of Town Code to include primary election signage.**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

9

Resolution No. _____ of 2022, a resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

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

WHEREAS, a Project for the NYS 146/146A Bicycle and Pedestrian Access Improvements within the Town of Clifton Park, Saratoga County, P.I.N. 1085.48 ("the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Town of Clifton Park desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design.

NOW, THEREFORE, the Town of Clifton Park Town Board, duly convened does hereby

RESOLVE, that the Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Comptroller to pay in the first instance 100% of the federal and non-federal share of the cost of Design work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$182,000 (one hundred eighty-two thousand dollars) is hereby appropriated from H62 (Capital Project - NYS 146/146A Improvements) and made available to cover the cost of participation in the design phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Town Supervisor be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town of Clifton Park with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, that the Comptroller is authorized to establish a new Capital Projects Fund H62 (Capital Project - NYS 146/146A Improvements); and be it further

RESOLVED, this Resolution shall take effect immediately.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, March 11, 2022 8:32 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Planning
Attachments: 622b4f33c049d-108548_SAMPLE RESOLUTION BY MUNICIPALITY.docx; 622b4f33c0b7d-108548_MA_SponLtr.doc; 622b4f33c0d65-108548_Federal aid Local Project Agreement.rtf; 622b4f33c1073-108548_Master Schedule B 01-18.rtf; 622b4f33c12e7-108548_Schedule A 5-18.rtf; 622b4f33c1994-Appendix A 10-19.rtf; 622b4f33c1b3b-Appendix A-1 .rtf; 622b4f33c1c34-Appendix B .rtf

An item has been submitted to the Resolution Request form for review.

Department: **Planning**
Your email: **jviggiani@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **03-21-2022**

Brief Description: Request Town Board Authorization of a Master Agreement (for a Federal Aid Local Project Agreement) with NYS Department of Transportation for the NYS 146/146A Bicycle and Pedestrian Access Improvements, PIN 1085.48, TIP SA323. This request is to make a commitment to the implementation and funding in the first instance of 100% of the project funding, of a transportation federal-aid project, and appropriation of the applicable funds, which will be eligible for reimbursement at the ratio of 80% Federal funds and 20% non-federal funds. Further, specific for the Design Phase, the Town Board is asked to make a commitment to pay in the first instance 100% of the Engineering Design Phase of \$182,000.

Budget #:

Budget Description: **The Design Phase of \$182,000 is to be paid 100% by the Town of Clifton Park, and then the Town will be reimbursed at 80% of this cost by the Federal funds (up to \$145,600); and ultimately be responsible for the 20% remainder.**

\$ Amount: **\$182,000 is requested specifically to be appropriated at this time to be available for the Design Phase.**

Additional Comments/Details: **Please know a specific, separate, engineering consultant agreement is forthcoming, will be requested for Town Board authorization for implementing this Design Phase.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:





March 9, 2022

Ms. Jen Viggiani
Planning Department
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, New York 12306

RE: Master State-Local Agreement and Resolution: PIN
1085.48, NYS 146/146A Bicycle and Pedestrian Access
Improvements, Town of Clifton Park, Saratoga County

Dear Ms. Viggiani:

Enclosed is the Master State-Local Agreement (SLA) for the above subject project. This agreement needs to be enacted by the Town in order for NYSDOT to provide approved Federal funding reimbursements to the Town of Clifton Park for work to be accomplished on the Design phase of the project.

The Office of Taxpayers Accountability and State Operations Office have mandated a new payment process for all Federal Aid/State Aid Projects. All payments will only be made by Electronic Payment (EFT – Electronic Funds Transfer). You are registered with the State Comptroller (OSC) Treasury epay Office. **Your SFS Vendor ID is 1000002122.** You may contact OSC by Internet at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032.

Instructions:

- (A) We have provided you with a single copy of the standardized Federal Local Agreement language, relevant Schedule A and Schedule B, Appendix A, Appendix A-1, and Appendix B. Please **keep** these documents for your records.
- (B) We have provided you with a single copy of a draft resolution. The county should complete, enact and certify the resolution. You may redraft your own resolutions, but they must contain all the necessary clauses of the enclosed version. **Please do not change the wording of the resolution in any way without checking with this office first. Remember the resolution must identify the source of the funding appropriation. Please return 3 originals with the required certificates.** Also, as with the agreement, please keep an additional copy for your records as you will not get a copy of the resolution returned to you.
- (C) We have provided you with a single copy (you have received this package via email) of the necessary signature page. **Please make 5 copies and sign/notarize & return all 5 copies to this office with original signatures.** You will get a single original of this page returned to you once the contract is executed by the necessary State officials.

Payment Procedure

The Local Programs Bureau in Main Office has directed that as of July 01, 2012, Sponsors will need to submit requests for reimbursement using online forms located on the NYSDOT PlaFap web-link.

<https://www.dot.ny.gov/portal/page/portal/plafap/view-document?id=1402>

To access the forms, click on [Sponsor Reimbursement Request Forms](#) under the Form Excel tab.

(The instructions for completing these forms are also on this page.)

*At the bottom of the **426 LL** Excel Form are pages displaying the various FIN forms that are required depending on the costs being submitted for reimbursement.*

Example:

- 1) Form **426 LL** is required for all payment requests. (The project information filled in on the old FIN 424 and 424 reverse.) There are blanks for up to 14 PIN extensions. At a minimum pages 1, 2, and 7 are required.*
- 2) Form **427 LL** is used to report the Sponsors Cost. (Summary of all project costs both current and prior, by category.)*
- 3) Form **428 LL** is the new Sponsor's Payroll Abstract. (Summary of Sponsor Payroll items.)*

Back-up material (vendor bills, wage rates, etc.) should be attached to all payment requests. Please note that there is a six (6) month time limit for receiving 100% federal reimbursement; i.e. work you do in the field within six months of August 26, 2011. After the six-month period, work performed will be eligible for 80% reimbursement.

All reimbursement requests must be sent to Region One's Local Reimbursement email at R1.local.program.payments@dot.ny.gov. *No hard copies will be accepted.*

If you have any questions concerning the procedures, please call me at 518-402-6692.
Sincerely,

Stephanie Long
Senior Capital Program Analyst
Region One Program Management
NYSDOT

MUNICIPALITY/SPONSOR: **Town of Clifton Park**

PROJECT ID NUMBER: **1085.48** BIN: **N/A**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D040614**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **Town of Clifton Park** (the "Municipality/Sponsor")
acting by and through **Town Supervisor**
with its office at **1 Town Hall Plaza, Clifton Park, NY 12306.**

This Agreement covers eligible costs incurred on or after / / .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **NYS 146/146A Bicycle and Pedestrian Access Improvements, Town of Clifton Park, Saratoga County** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: Town of Clifton Park

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WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Town Supervisor of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through

MUNICIPALITY/SPONSOR: **Town of Clifton Park**

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NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

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5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

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8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage,

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Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and

MUNICIPALITY/SPONSOR: Town of Clifton Park

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the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Lorenzo DiStefano P.E.

Title: RLPL

Address: 50 Wolf Road, Suite 1s50, Albany, NY 12232

Telephone Number: 518-485-1715

Facsimile Number: 518-457-4640

E-Mail Address: Lorenzo.DiStefano@dot.ny.gov

[Municipality/Sponsor] Town of Clifton Park

Name: Jen Viggiani

Title: Planning Department

Address: 1 Town Hall Plaza, Clifton Park, NY 12306

Telephone Number: (518)-371-6054

Facsimile Number: (518) 371-1136

E-Mail Address: iviggiani@cliftonpark.org

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State

MUNICIPALITY/SPONSOR: **Town of Clifton Park**

PROJECT ID NUMBER: **1085.48** BIN: **N/A**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may

MUNICIPALITY/SPONSOR: **Town of Clifton Park**

PROJECT ID NUMBER: **1085.48** BIN: **N/A**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

pursue approval of their own construction specifications and procedures on a project by project basis).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **Saratoga**)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

| <u>Phase/Sub-phase/Task</u> | Responsibility: <u>NYSDOT</u> <u>Sponsor</u> | |
|--|---|-------------------------------------|
| 1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Smart Growth Attestation (NYSDOT ONLY). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Obtain aerial photography and photogrammetric mapping. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Perform all surveys for mapping and design. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Perform landscape design (including erosion control). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT</u> | <u>Sponsor</u> |
|---|-------------------------------|-------------------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

A2. Right-of-Way (ROW) Incidentals

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT</u> | <u>Sponsor</u> |
|--|-------------------------------|--------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Secure Appraisals. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation. | <input type="checkbox"/> | <input type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|--------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | <input type="checkbox"/> | <input type="checkbox"/> |

B. Right-of-Way (ROW) Acquisition

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> | |
|---|---------------------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | <input type="checkbox"/> | <input type="checkbox"/> |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT</u> | <u>Sponsor</u> |
|---|-------------------------------|--------------------------|
| 1. Advertise contract lettings and distribute contract documents to prospective bidders. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s). | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Compile and submit Contract Award Documentation Package. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each. | | |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Review and approve all shop drawings, fabrication details, and other details of structural work. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input type="checkbox"/> |

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1085.48**

| | | |
|---|--|--|
| OSC Municipal Contract #: D040614 | Contract Start Date: / / (mm/dd/yyyy) | Contract End Date: / / (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A |
|---|--|--|

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Town of Clifton Park
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

| | |
|--|-----------------|
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BIKE/PED./FACILITIES **County (If different from Municipality):** Saratoga

Marchiselli Eligible Yes No *(Check, if Project Description has changed from last Schedule A):*
Project Description: NYS 146/146A Bicycle and Pedestrian Access Improvements, Town of Clifton Park, Saratoga County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

| <i>Check box to indicate change from last Schedule A</i> | State Fiscal Year(s) | Project Phase | | | TOTAL |
|--|-------------------------------------|---------------|---------------|--------------------|---------|
| | | PE/Design | ROW (RI & RA) | Construction/CI/CS | |
| <input type="checkbox"/> | Cumulative total for all prior SFYs | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| <input type="checkbox"/> | Current SFY | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Authorized Allocations to Date | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

| PIN Fiscal Share | "Current" or "Old" entry indicator | Federal Funding | Total Costs | FEDERAL Participating Share | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-----------------|-------------|-----------------------------|-------------------------|----------------------|--|
| | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Current | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Old | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| TOTAL CURRENT COSTS: | | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| Other PIN Fiscal Shares | 'Current' or 'Old' entry indicator | Funding Source | TOTAL | Other FEDERAL | Other STATE | Other LOCAL |
|-----------------------------|------------------------------------|----------------|--------------|---------------|-------------|-------------|
| 1085.48.121 | Current | STP | \$182,000.00 | \$145,600.00 | \$0.00 | \$36,400.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| . | Current | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Old | | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL CURRENT COSTS: | | | \$182,000.00 | \$145,600.00 | \$ 0.00 | \$36,400.00 |

| | |
|--|---------|
| C. Local Deposit(s) from Section A: | \$ 0.00 |
| Additional Local Deposit(s) | \$ |
| Total Local Deposit(s) | \$ 0.00 |

D. Total Project Costs All totals will calculate automatically.

| Total FEDERAL Cost | Total STATE MARCHISELLI Cost | Total OTHER STATE Cost | Total LOCAL Cost | Total ALL SOURCES Cost |
|--------------------|------------------------------|------------------------|------------------|------------------------|
| \$145,600.00 | \$ 0.00 | \$ 0.00 | \$36,400.00 | \$182,000.00 |

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Stephanie Long
Phone No: 518-402-6692

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT

DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

| | |
|---------------|---|
| 20.215 | Highway Training and Education |
| 20.219 | Recreational Trails Program |
| 20.XXX | Highway Planning and Construction - Highways for LIFE; |
| 20.XXX | Surface Transportation Research and Development; |
| 20.500 | Federal Transit-Capital Investment Grants |
| 20.505 | Federal Transit-Metropolitan Planning Grants |
| 20.507 | Federal Transit-Formula Grants |
| 20.509 | Formula Grants for Other Than Urbanized Areas |
| 20.600 | State and Community Highway Safety |
| 23.003 | Appalachian Development Highway System |
| 23.008 | Appalachian Local Access Roads |

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Resolution No. _____ of 2022, a resolution to approve an Engineering/Consulting Contract with M.J. Engineering and Land Surveying, P.C. for construction inspection services for the Moe Road Multi-use Path Gap Closure Trail Project.

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

WHEREAS, the Town has been awarded funding to supplement the Moe Road Multi-use Path Gap Closure Trail Project through the Federal Highway Administration Congestion Mitigation and Air Quality Improvement Program, and

WHEREAS, by Resolution No. 100 of 2021, the Town Board authorized funding the project in the first instance, and appropriated \$150,122 for design and right-of-way analysis, and

WHEREAS, by Resolution No. 209 of 2021, the Town Board approved just compensation funding for right-of-way acquisitions necessary for the project, and

WHEREAS, the Town Board wishes to advance the project by authorizing M.J. Engineering to prepare final design and bid documents, and to perform construction inspection services for the project; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached Engineering/Consulting contract with M. J. Engineering in the amount of \$120,000, and, be it further

RESOLVED, that the Comptroller is authorized to transfer an amount not to exceed \$120,000 from A-914 (Unassigned Fund Balance) to H58-7629-135 (Moe Road Gap Closure Project – Trails – Engineering) to offset costs associated with the contract in the first instance, pending 80/20 % Federal Local funding reimbursements.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Thursday, March 10, 2022 3:31 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Planning
Attachments: 622a600003d42-Moe Road AE Contract CPFF-Jan 2022.pdf

Follow Up Flag: Follow up
Flag Status: Completed

An item has been submitted to the Resolution Request form for review.

Department: Planning
Your email: jviggiani@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): P. Barrett

Requested Meeting Date: 03-21-2022

Brief Description: Request Town Board authorization for professional construction inspection services as required for PIN 1760.82 Moe Road Multi-Use Path Gap Closure Project with federal funding. The town pays for all project costs in the first instance, and then seeks reimbursement per the grant contract.

Budget #:
Budget Description: this is for a grant funded CMAQ (federal) project 80% federal / 20% local funding
\$ Amount: \$120,000

Additional Comments/Details: This project is planned for construction in 2022.

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

*200 → 2021 - Just compensation for Town.
100 → 2021 - Amended 154,122 for
Design + Plan.*

Architectural/ Engineering Consultant Agreement

PIN (s) 1760.82 Municipal Contract No. N/A

Agreement made this _____ day of _____ 2022 by and between

The Town of Clifton Park

having its principal office at the Town Hall, One Town Hall Plaza, Clifton Park, NY
(Clifton Park)

and

M. J. Engineering and Land Surveying, P.C.

with its office at 1533 Crescent Road, Clifton Park, NY 12065
(the "Consultant")

WITNESSTH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the

TIP SA 306; NYSDOT PIN 1760.82 Moe Road Multi-Use Path Gap Closure Project

(as described in detail in Attachment A annexed hereto, the "Project") **Clifton Park** have sought to engage the services of the **Consultant** to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), **Clifton Park** have selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Philip Barrett**, Town Supervisor, is authorized to enter this Agreement on behalf of the Town of Clifton Park,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Project Description and Funding
- Attachment "B" – Task List;
- Attachment "C" - Cost Estimate (as applicable, Staffing Rates, Hours, Reimbursable and Fee)

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide **Clifton Park** with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of **Clifton Park**, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from **Clifton Park**.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder **Clifton Park** shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

| 3.1 Cost Plus Fixed Fee Method | | |
|--------------------------------|---|--|
| ITEM | DESCRIPTION OF ITEMS WITHIN METHOD | INTERIM PAYMENTS |
| ITEM I | <p>Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</p> <p>The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</p> <p>If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance</p> | <p>The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>Bills are subject to approval of the Sponsor and Sponsor's Representative.</p> |
| ITEM II | Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit. | <p>Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</p> <p>Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</p> <p>Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</p> |
| ITEM III | Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of Clifton Park at the completion of the work or at the option of Clifton Park , respectively. | <p>All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller.</p> <p>All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.</p> <p>Salvage value</p> |
| ITEM IV | <p>Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</p> <p>For the purpose of this Contract, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this item.</p> | <p>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established as 143%, subject to audit.</p> |
| ITEM V | Negotiated Lump Sum Fixed Fee. | A negotiated Lump Sum Fee which in this CONTRACT shall equal Eight Thousand Seven Hundred Twenty Five Dollars. (\$8,725). |
| ITEM VI | Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. | Maximum Amount Payable under this Method shall be One Hundred and Twenty Thousand Dollars. (\$120,000). |
| | The Maximum Amount Payable | |

ARTICLE 4. INSPECTION

The duly authorized representatives of **Clifton Park**, and on Federally aided projects, representatives of the NYSDOT and FHWA shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

- 5.1 Payment to the Consultant is subject to the following audit rights of **Clifton Park**:
- A. For Cost Plus Fixed Fee Method - All costs are subject to audit.
- 5.2 In order to enable **Clifton Park** to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.
- I. Records of Direct Non-Salary Costs;
 - II. Copies of any subcontracts relating to said contract;
 - III. Location where records may be examined; and
 - IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

- 6.1 **Clifton Park** will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.
- 6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to **Clifton Park** from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

- 7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify **Clifton Park** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to **Clifton Park** on a monthly basis or such alternative interval as **Clifton Park** directs in writing.
- 7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify **Clifton Park**, in writing, of this fact prior to beginning any of the work. **Clifton Park** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that **Clifton Park** determine that such work does constitute extra work, **Clifton Park** shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by **Clifton Park**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by **Clifton Park** to the CONSULTANT for execution after approvals have been obtained from necessary **Clifton Park** officials, and, if required from

the Federal Highway Administration.

- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to **Clifton Park** all assistance required by **Clifton Park**. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, **Clifton Park's** direction shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless **Clifton Park** from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against **Clifton Park** beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of Two Million Dollars \$2,000,000 per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by **Clifton Park** and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and **Clifton Park** has approved such insurance. **Clifton Park** requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage.
- (D) Unemployment Insurance Benefits as required by statute.

The CONSULTANT shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwrite, evidencing such insurance policies to be in full force and effect, naming **Clifton Park** and its officers, employees, agents and representatives as additional insured.

Notice of termination of any such policies must be provided to **Clifton Park** at least thirty (30) days in advance. CONSULTANT shall, on or before this 30 day period, provide **Clifton Park** with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONSULTANT under this agreement shall be primary for the defense and indemnification on any action or claim asserted against **Clifton Park** and/or CONSULTANT for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

The CONSULTANT shall furnish the above insurance to **Clifton Park** and shall also name Clifton Park as an additional insured in said policies.

Any accident shall be reported to **Clifton Park** as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to **Clifton Park** as soon thereafter as possible, and not later than three (3) days after the date of such accident.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of **Clifton Park** or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. **Clifton Park**, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as **Clifton Park** may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of **Clifton Park** of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

Clifton Park shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of **Clifton Park** - if a termination is brought about for the convenience of **Clifton Park** and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of **Clifton Park's** determination of unsatisfactory

performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to **Clifton Park**, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and **Clifton Park** shall make all payments due to them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to **Clifton Park** or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to **Clifton Park** for any damages it may sustain by reason thereof. Upon the delivery of all such data to **Clifton Park**, **Clifton Park** will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of **Clifton Park** by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **Clifton Park**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **Clifton Park** shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of **Clifton Park**.

If this provision is violated, **Clifton Park** may revoke and annul the Agreement and **Clifton Park** shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of **Clifton Park**.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and **Clifton Park** a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by **Clifton Park**.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, **Clifton Park** may in certain circumstances, provide compensation for such work.
- B. Neither **Clifton Park's** review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to **Clifton Park** in accordance with applicable law for all damages to **Clifton Park** caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of **Clifton Park** provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify **Clifton Park** and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon **Clifton Park's** receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify **Clifton Park**, in writing, of each and every change of address to which service of process can be made. Service by **Clifton Park** to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by **Clifton Park** beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Town of Clifton Park

M. J. Engineering and Land Surveying, P.C.

by: _____
Philip Barrett Town Supervisor

by: _____
Michael D. Panichelli, President

Date: _____

Date: _____

ACKNOWLEDGEMENT OF THE TOWN OF CLIFTON PARK

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this ____ day of _____, 2022 before me, the subscriber personally appeared, **Philip Barrett** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park**, New York; that he is the **Town Supervisor** of the **Town of Clifton Park**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the **Town of Clifton Park**.

Notary Public, Saratoga County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this ____ day of _____, 2022 before me, the subscriber personally appeared **Michael D. Panichelli** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park, New York**; that he is the **President** of **M.J. Engineering and Land Surveying, P.C.**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **M.J. Engineering and Land Surveying, P.C.**

Notary Public, Saratoga County, N.Y.

Attachment A
Architectural/Engineering Consultant Agreement
Project Description and Funding

PIN: 1760.82

Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

PROJECT DESCRIPTION:

PIN 1760.82
TIP #SA306
Moe Road Multi-Use Path Gap Closure Project

Project Location:
Clifton Park
Saratoga County, New York

Consultant Work Type: See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

| | |
|--|------------------|
| ORIGINAL CONTRACT AMOUNT | \$125,800 |
| PREVIOUS SUPPLEMENTAL AGREEMENTS | \$ 0 |
| <u>THIS SUPPLEMENTAL AGREEMENT (SA#1) AMOUNT</u> | <u>\$120,000</u> |
| TOTAL REVISED CONTRACT AMOUNT | \$245,800 |

ATTACHMENT "B"

TASK LIST

TIP SA 306; NYSDOT PIN 1760.82

Moe Road Multi-Use Path Gap Closure Project

Town of Clifton Park

January 2022

Construction Inspection Services



TABLE OF CONTENTS

| | |
|------------|------------------------------------|
| Section 1 | General |
| Section 9 | Construction Inspection |
| Section 10 | Estimating & Technical Assumptions |

Section 1 - General

1.01 Project Description and Location

This project is known as:

PIN: 1760.82
TIP: n/a
Project: Moe Road Multi-Use Path Gap Closure Project

Project Description: The project involves the installation of a 0.7-mile, multi-use pathway planned to pick up at the “current end” of the recently completed Crescent Road Multi-Use pathway: at Okte School along Crescent Road (Saratoga County Route 92), and westerly along Crescent Road, to the intersection with Moe Road, at which point, the trail will bear northerly on Moe Road to the intersection with Sugarbush Road and a neighborhood trail intersection, within the Town of Clifton Park, Saratoga County, NY.

Town: Clifton Park
County: Saratoga

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Contract Administrator

The **Town's** Contract Administrator for this project is John Scavo who can be reached at 518.371.6054.

All correspondence to the **Town** should be addressed to:

John Scavo
Director of Planning
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

All further references to the **Town** in this Scope of Services shall be applicable to the **Town of Clifton Park**.

1.03 Project Classification

This project is assumed to be a NEPA Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Unlisted.

1.04 Categorization of Work

Project work is generally divided into the following sections:

| | |
|-----------|-------------------------|
| Section 1 | General |
| Section 9 | Construction Inspection |

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Town** with reports, plans, estimates, and other data specifically described in Sections 1 and 9.

1.05 Project Familiarization

The **Consultant** will become familiar with the project before starting any work. This includes thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Town's** Contract Administrator. Meetings may be held to:

- A. Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- B. Present, discuss, and receive direction on project specifics.
- C. Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- D. Prepare and preview visual aids for public meetings, facilitate and conduct meetings.
- E. Manage subconsultants and/or subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within 10 business days of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Town** on a monthly basis a Cost Control Report, a Progress Report, and a Project Schedule in a format approved by the **Town**. The beginning and ending dates defining the reporting period will correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where the **Town** officially suspends all work under this contract, this task will not be performed during the suspension period or as directed by the **Town**.)

1.08 Policy and Procedures

The design of these projects will be progressed in accordance with the current NYSDOT Design Procedure Manual (DPM) and appropriate sections of the Federal Aid Policy Guide (FAPG).

A. Compliance with Documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

1. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
2. A Policy on Design Standards -- Interstate System, AASHTO
3. Guide Specifications for Design of Pedestrian Bridges AASHTO
4. Highway Capacity Manual, Special Report 209, Transportation Research Board
5. NYS Eminent Domain Procedure Law
6. ADA Accessibility Guidelines for Buildings and Facilities
7. AASHTO Standard Specifications for Highway Bridges
8. Manual for Condition Evaluation of Bridges, AASHTO
9. Guide Specification for Strength Evaluation of Existing Steel and Concrete Bridges, AASHTO
10. AASHTO Guide Specification for Fatigue Evaluation of Existing Bridges
11. AASHTO Model Drainage Manual & NYSDOT Model Drainage Manual
12. NYSDOT Bridge Deck Evaluation Procedure Manual
13. AASHTO Guide Specification for Design of Pedestrian Bridges
14. AASHTO Guide for the Development of Bicycle Facilities

15. NYSDOT Scoping Procedure Manual, Appendix D (Design Traffic Forecast Policy)
16. NYSDOT Highway Design Manual, Chapter 2 (Design Criteria)
17. NYSDOT Highway Design Manual, Chapter 4 (Design Criteria & Guidance for Bridge Projects on Low Volume Highways)
18. NYSDOT Highway Design Manual, Chapter 7 (3R)
19. NYSDOT Bridge Manual, Section 2, Geometric Design Policy for Bridges
20. New York State Manual of Uniform Traffic Control Devices
21. NYSDOT Environmental Procedures Manual
22. NYSDOT Bridge Inspection Manual
23. Uniform Code of Bridge Inspection

B. Compliance with Environmental Laws, Regulations and Permits

All work must comply with the requirements of all applicable state and federal environmental laws, regulations and policy. Applicable laws, regulations and policies are specified in Appendix A of the NYSDOT Design Procedure Manual.

1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- A. Coordinating and scheduling work, including work to be performed by subconsultants.
- B. Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultant's work.

1.11 Subcontractors

- A. For subcontracts to this consultant contract exceeding \$20,000 (\$10,000 for printing contracts):
 1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining sealed bids for the work. The **Consultant** will provide the work description and will submit it to the **Town** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.

2. The **Consultant** will solicit sealed bids from a sufficient number of prospective qualified subcontractors to ensure that at least three (3) bids are received. Upon receipt of at least three bids, the **Consultant** will submit all bids to the **Town** along with a recommended choice. The **Town** will either concur with the recommendation or accept one of the other bids. The **Town** will then advise the **Consultant** in writing to proceed.
 3. Upon receipt of written authorization from the **Town** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.
- B. For subcontracts to this consultant contract equaling or under \$20,000 (\$10,000 for printing contracts):
1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining reliable quotations (non-binding estimates) for the work. The **Consultant** will provide the work description and will submit it to the **Town** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.
 2. The **Consultant** will solicit quotations from a sufficient number of prospective qualified subcontractors (typically three) to ensure that the work will be performed in the most economical manner. The **Consultant** will maintain and keep for review records of the quote solicitation process to document competition for the service. Upon receipt of the quotations, the **Consultant** will submit them to the **Town** along with a recommended choice. The **Town** will either concur or choose one of the other candidate subcontractors and advise the **Consultant** to proceed.
 3. Upon receipt of written authorization from the **Town** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

1.12 Units of Measure

General:

All documents shall use Customary (English) units as the primary system of measurement. This includes, but is not limited to, the plans, specifications and engineer's estimate. As-built drawings shall be dimensioned in Customary (English) units of measure.

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the **Sponsor** for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The **Sponsor** may want to interview before approval, and reserves the right to disapprove any application. The employment of all

consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

| NICET LEVEL | NICET CODE | NICET WORK ELEMENT | |
|-------------|------------|-------------------------------|--|
| I | 82019 | Sample Fresh Concrete | |
| I | 82020 | Slump Test | |
| II | 84068 | Air Content, Pressure | |
| II | 84069 | Air Content, Gravimetric | |
| II | 84070 | Air Content, Volumetric | |
| II | 84076 | Field Prepared Test Specimens | |

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.

2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when acceptable, approve all structural shop drawings.

4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

Construction Inspection services of the Level III Resident Engineer will be required through the expected project completion by September 2022.

A NICET II Inspector will be required for 2 months of work expected to start August 2022.

10.02 Technical Assumptions

1. Construction duration will be 4 months.
2. All record keeping will be according to MURK.
3. The Construction Inspection services will be performed to determine general conformance with the contract documents. The contractor is ultimately responsible for the quality and timeliness of the constructed project.
4. A full time Resident Engineer and a part time Inspector will be assigned to the Project.
5. Estimates to be prepared using the APPIA program or approved equivalent.

ATTACHMENT "C"

COST ESTIMATE

TIP SA 306; NYSDOT PIN 1760.82

Moe Road Multi-Use Path Gap Closure Project

Town of Clifton Park

January 2022

Construction Inspection Services



Salary Schedule

Professional Engineering Services

TIP SA 306; Moe Road Multi-Use Path Gap Closure Project

Town of Clifton Park

PIN 1760.82

M. J. Engineering and Land Surveying, P.C.

| JOB TITLE | ASCE (A) OR NICET (N) GRADE | AVERAGE HOURLY RATES | | OVERTIME CATEGORY |
|-------------------|--------------------------------------|--------------------------|--|----------------------|
| | | Proposed Rate 2022 | | |
| Resident Engineer | III (N) | \$ 47.00 | | C |
| Inspector | II (N) | \$ 37.00 | | C |

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

Direct Non-Salary Cost

TIP SA 306; Moe Road Multi-Use Path Gap Closure Project

Town of Clifton Park

PIN 1760.82

1. TRAVEL

| | | | | | |
|--------------------|-------|-------|---------|-----------|---------|
| a) On-Job Travel - | 85 | days | 30 | miles/day | |
| | 2,550 | mi. x | \$0.585 | /mile | \$1,490 |

2. EXPENDABLE EQUIPMENT & MISCELLANEOUS EXPENSES

| | |
|---------------------------|---------|
| Appia License (RE) | \$2,470 |
| Appia License (Inspector) | \$2,470 |

3. Material Inspection

| | |
|-----------------|---------|
| On-Site Testing | \$6,000 |
|-----------------|---------|

TOTAL DIRECT NON-SALARY COST \$12,430

Summary

TIP SA 306; Moe Road Multi-Use Path Gap Closure Project
 Town of Clifton Park
 PIN 1760.82

| | Subtotal Preliminary Design Task 1-5 | Subtotal Final Design Task 6-7 | Subtotal CSS Task 8 | Subtotal CI Task 9 | Total |
|--|--|--------------------------------------|---------------------------|--------------------------|------------|
| Item IA, Direct Technical Salaries (estimated) subject to audit | \$ - | \$ - | \$ - | \$ 39,855 | \$ 39,855 |
| Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit | \$ - | \$ - | \$ - | \$ 1,998 | \$ 1,998 |
| Item II, Direct Non-Salary Cost (estimated) subject to audit | \$ - | \$ - | \$ - | \$ 12,430 | \$ 12,430 |
| Item III, Overhead 187% Office 143% Field | \$ - | \$ - | \$ - | \$ 56,993 | \$ - |
| Item IV, Fixed Fee 9.0% | \$ - | \$ - | \$ - | \$ 8,725 | \$ 8,725 |
| Subtotal Cost: | \$ - | \$ - | \$ - | \$ 120,000 | \$ 120,000 |
| Design | | | | | \$0 |
| Construction Support | | | | | \$0 |
| Construction Inspection | | | | | \$120,000 |
| Total Cost | | | | | \$120,000 |
| | | | | MAXIMUM AMOUNT PAYABLE | \$120,000 |

Resolution No. _____ of 2022, a resolution accepting a quote from EWASTE+ to handle the collection of electronics at the permanent recycling site located at the Clifton Park Transfer Station.

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

WHEREAS, the Town has facilitated the Recycling of Electronics through contracts with EWASTE+, formerly known as Regional Computer Recycling & Recovery (RCR&R) since 2015; and

WHEREAS, the electronics recycling industry continues to evolve consistent with State regulations and incentives, and

WHEREAS, the Town solicited proposals from vendors to renew the contract for the collection of electronics at the permanent recycling site at the Clifton Park Transfer Station to support the efficient recycling of electronic components consistent with state regulations, and as a revenue opportunity for the Town; and

WHEREAS, due to reductions in the industries covered electronic recycling program, direct costs of year round recycling has increased and the lists of available products has decreased, and

WHEREAS, the Town received two proposals from available electronics recyclers, and

WHEREAS, Scott Reese, Stormwater Management Technician, has reviewed the Proposals and recommends awarding the Contract to EWASTE+, Victor, New York as the lowest overall responsible vendor who has submitted a Quote of \$.35 per pound for the removal of CRT (glass) Monitors, CRT Televisions and Rear Projection Televisions, no charge for Transportation and most Electronic Items, per attached, now therefore be it

RESOLVED, that the Supervisor is authorized to set the price for acceptance of Television Monitors at the Permanent Electronics Recycling Facility based upon actual costs to the Town for the Contract Period March 28, 2022 through March 28, 2023, and be it further

RESOLVED, that the Supervisor is authorized to sign a one-year contract with the option to extend annually upon mutual agreement consistent with the attached Proposal and Schedule A from EWASTE+, Victor, New York.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 15, 2022 9:49 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Planning
Attachments: 62309931dd25d-Electronic Waste Bids Scan.pdf

Follow Up Flag: Follow up
Flag Status: Completed

An item has been submitted to the Resolution Request form for review.

Department: Planning
Your email: SREESE@CLIFTONPARK.ORG

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): A. Standaert

Requested Meeting Date: 03-21-2022

Brief Description: Accepting a quote from EWASTE+ to handle the collection of electronics at the permanent recycling site located at the Clifton Park Transfer Station.

Budget #: A-8160-13_0850
Budget Description: Refuse Removal
\$ Amount: 15,000 (This amount is offset by a fee collected at the Transfer Station)

Additional Comments/Details: Ref: Resolution 40 of 2016

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

- formerly known as RCR+R. - same company.
- prices remained same 2016 - 2021.
-

EWASTE+ ALLIANCE NETWORK ELECTRONICS RECYCLING SERVICE AGREEMENT

DESCRIPTION OF SERVICES. Client grants to EWASTE+ (Contractor) the exclusive right to collect and recycle all of Client's New York State designated Covered Electronic Equipment (CEE). Contractor agrees to provide electronics recycling services in compliance with the New York State Electronics Recycling & Reuse Act. (Recycling Services) *Note: Some services, such as certified hard drive data destruction, are not part of this agreement, and require a separate contract with a specific schedule of services.

TERM. Term of this Agreement shall be for twelve months from effective date 3/28/22-3/28/23

PRICING. Client shall pay Contractor **\$0.35 per lb.** handling fee for Cathode Ray Tube (CRT), DLP and Rear Projection TVs and monitors. In addition, Client shall pay contractor **\$0.30 per lb.** handling fee for LCD/Plasma flat panel tv's. Contractor agrees to collect all other New York State designated Covered Electronic Equipment (CEE) at no cost to Client.

RATE ADJUSTMENTS. Pricing is based on the existing CRT market, as well as manufacturer funding through the New York State Electronics Recycling & Reuse Act. The current CRT handling fee is subject to change during the term of this agreement. All price increases will be based on increased CRT handling costs incurred by Contractor. Client agrees accept all price adjustments during the term of this agreement.

RELEASE FROM LIABILITY. Client recognizes that Contractor may be on file as the Electronics Recycler of Record. In the event that the Client chooses to terminate this agreement, the Client agrees to provide documentation releasing Contractor from any and all (past or future) liability for improper disposal of electronic equipment.

TITLE TO PROPERTY. Upon receipt Contractor takes title and ownership of all equipment.

ASSIGNMENT AND BENEFIT. This Agreement shall not be affected by any changes in the Client's service address if such new address is located within Contractor's service area. This Agreement shall be binding on the parties and their successors and assigns.

LOSS AGREEMENT. By mutual agreement Contractor may drop off at Client site various containers. In the event of loss or damage, client agrees to pay EWASTE+ \$300 for Blue Bins, \$50 for Gaylord Boxes, \$5 for Battery Buckets, and \$25 for Pallets as a replacement cost.

PAVEMENT AND SURFACE AREAS. Client warrants that any right of way provided by the Client for the performance of

Contractor's services to be the most convenient public way and sufficient to bear the weight of all Contractor equipment and vehicles reasonably required. Contractor shall not be responsible for damage to any private pavement or the surface of any route reasonably necessary to perform the services herein contracted and Client assumes all liabilities for such damage.

INSURANCE EWASTE+ agrees to maintain all standard business insurance coverage.

ACCESS AND SERVICE CANCELLATION. Client agrees to provide unobstructed access to the equipment on the collection day. If the material is inaccessible, or for any reason, the scheduled pick up cannot be made, Client agrees to notify Contractor as soon as possible but no later than 48 hours prior to scheduled pick-up date. Failure by Client to provide reasonable notice may result in a rescheduling fee.

EXCUSED PERFORMANCE. Neither party shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with government orders, inability to get to container, fires and acts of God and such failure shall not constitute Default.

SPECIAL HANDLING. Certain materials may require fees, special handling, removal or preparation for disposal by the client, e.g. certain batteries, fluorescent lamps, toner/toner cartridges in copiers and printers, and any hazardous liquids from medical equipment.

NO CONTAMINATED PRODUCTS: The Recycling Services are not intended for products that are or have become contaminated or suspected of being contaminated with chemicals, biological agents, or any other "hazardous material" as defined by the United States Environmental Protection Agency, or other substances that are not integral to the original new equipment or otherwise associated with normal office or household environments. Electronic Equipment that may be contaminated must be decontaminated prior to their delivery to us. We reserve the right to refuse to accept certain Electronic Equipment. All decontaminated equipment must be clearly identified by client. Title to and liability for any equipment excluded above shall remain with Client and Client expressly agrees to defend, indemnify and hold Contractor harmless from any and all damages and liabilities resulting from such equipment excluded above.

REPORTING. Final consolidations are determined at Contractor's processing facility. Applicable forms such as Certificates of Recycling, Certificates of Destruction, State Compliance, or Consolidation Reports are issued with billing.

EWASTE+ has provided, or will provide the services above, and I have read the Service Agreement, fully understand its terms, and have authority to sign on behalf of Client named.

Effective Date:

Client/Company:

Authorized Signature: _____

Printed Name: _____

Title: _____

Contractor: EWASTE+

EWASTE+ Signature: _____

Printed Name: _____

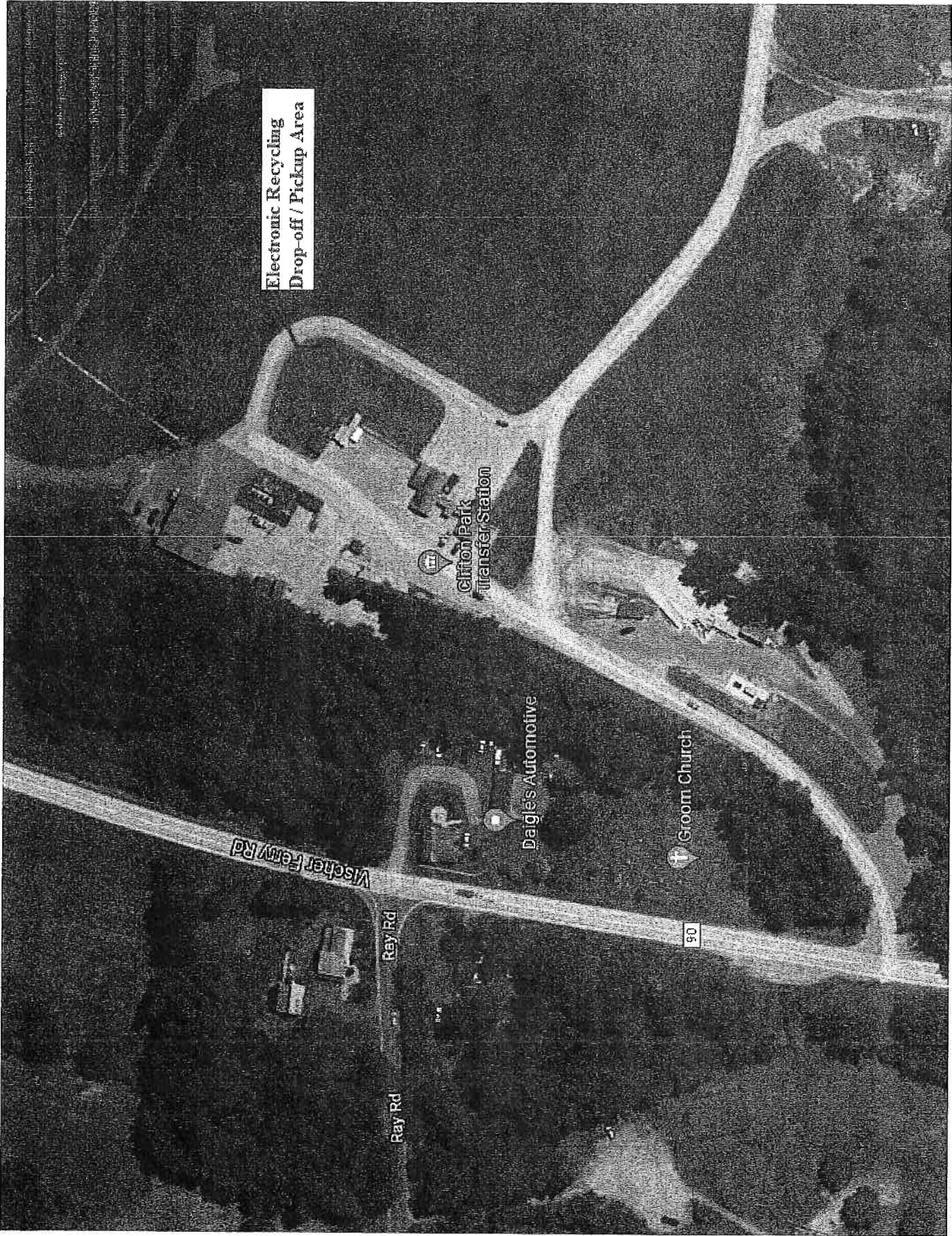
Title: _____



Schedule A

| Clifton Park - Electronic Waste Recycling - 2022 RFP | | |
|---|--------|----------|
| ITEMS | COSTS | U/M |
| Transportation (Truck & Driver) | \$0.00 | Per Trip |
| Gaylord Boxes / Pallets | \$0.00 | Each |
| Ground Level Secure Storage Container | \$0.00 | 1 Needed |
| Tare Weight | \$0.00 | Lb |
| CRT Television Recycling, packaging & preparation | \$0.35 | Lb |
| CRT Monitors Recycling, packaging & preparation | \$0.35 | Lb |
| Rear Projection TVs Recycling, packaging & preparation | \$0.35 | Lb |
| LCD & Plazma Flat Panel TVs, Recycling, packaging & preparation | \$0.30 | Lb |
| LCD Flat Panel Monitors Recycling, packaging & preparation | \$0.00 | Lb |
| Computer / MAC Towers, Terminals & Desktop Recycling | \$0.00 | Lb |
| PC /MAC Laptop Recycling | \$0.00 | Lb |
| Servers - Free Standing, Rack Mount, Blades & Array | \$0.00 | Lb |
| Keyboards, Mice, Speakers, Wiring & Cabling | \$0.00 | Lb |
| Miscellaneous Electronic Scrap | \$0.00 | Lb |
| Computer Peripherals | \$0.00 | Lb |
| Desktop & Portable Printers, copiers & Fax Machines | \$0.00 | Lb |
| Desktop Copiers | \$0.00 | Lb |
| Network Switches, Routers, Hubs, Modems, | \$0.00 | Lb |
| Cell Phones, Pagers | \$0.00 | Lb |
| Telecommunications Equipment | \$0.00 | Lb |
| PDA's, Palm Pilots | \$0.00 | Lb |
| Camera's, Camcorders, Video Equipment | \$0.00 | Lb |
| VCRs, DVD Players, Stereos, Audio / Visual Equipment | \$0.00 | Lb |
| Uninterruptable Power Supply | \$0.00 | Lb |
| Circuit Boards | \$0.00 | Lb |
| Video Game Systems | \$0.00 | Lb |
| Scientific Equipment | \$0.00 | Lb |

Name of Vendor: EWASTE+



Electronic Recycling
Drop-off / Pickup Area

Clifton Park
Transfer Station

Dag's Automotive

Groom Church

Wischer Ferry Rd

Ray Rd

Ray Rd

90



EWASTE+

Town of Clifton Park
Submitted By: EWASTE+
2/28/22





7318 Victor-Mendon Road
Victor, New York 14564
888-563-1340

2/28/22

Scott Reese
Stormwater Management Technician
One Town Hall Plaza
Clifton Park, NY 12065

Dear Scott,

We are pleased to offer the following proposal for **Town of Clifton Park**:

Our recycling and asset recovery process brings significant value to your organization and you can rest assured that you're in compliance with all NYS and Federal regulations:

- ✓ **All recycling processes as well as downstream vendors have been audited and approved by third party auditing firms.**
- ✓ **Your confidential data is properly managed and securely destroyed.**
- ✓ **Your equipment is picked up utilizing customized logistics methods and in compliance with DOT regulations and our certification standards.**
- ✓ **You will have a dedicated Account Manager contact to handle any questions or issues you may have.**
- ✓ **All equipment collected will be accurately accounted for and documented with detailed reports per your specifications.**

Qualifications that support your organization:

Certifications

- Responsible Recycler (R2 Certification) #C2011-01650
- Recycling Industry Operating Standard (RIOS Certification) # C2011-01649
- National Association for Information Destruction (NAID Certification)

Registrations, Licenses, Permits & Industry Affiliations

- NYS DEC Electronics Recycler Registered #00138
- NYS Licensed Document & Data Destruction Contractor #15810066000
- EPA #NYR000169862
- NYCRR Part 364 Permit Number #8A-934 (Universal Waste)
- Institute of Scrap Recycling Industries (ISRI)
- National Association for Information Destruction (NAID)

EWASTE+

7318 Victor-Mendon Road
Victor, New York 14564
888-563-1340

- Sustainable Electronics Recycling International (SERI)

Quick facts that ensure you've come to the right place.

EWASTE+

- ✓ Has achieved the triple-crown of electronic waste certifications: **R2, RIOS and NAID AAA.**
- ✓ Is the **only** electronics recycler in New York who is NAID AAA Certified for Plant-Based and *On-Site* Data Destruction Services including *SSD hard drives & cell phones.*
- ✓ Is a New York State licensed document & data destruction contractor.
- ✓ Carries "Downstream Data" Professional Liability Insurance – available exclusively to NAID AAA Certified Organizations.
- ✓ Is compliant with all EPA guidelines for recycling and disposal of electronics.
- ✓ Operates an 18-acre electronic recycling complex in Victor New York with a large-scale (100,000-sq. ft.) facility with over 100 full-time employees where electronics are sorted, consolidated and processed for reuse and/or material recovery. In addition, EWASTE+ operates consolidation facilities near Albany and NYC.

Previous Relevant Work Experience:

Since 1995, EWASTE+ has collected and recycled over 200 million pounds of electronics from over 10,000 customers including municipalities, government, education, and private sector organizations. EWASTE+ created, facilitates and services the EWASTE Alliance Network; a large consortium of public and private electronic recycling collection sites throughout New York State. In addition, EWASTE+ has the largest fleet of trucks, tractors and trailers of any other service provider in the state. Our team of professional drivers is dedicated to servicing our large, state-wide customer base and complete more than 8,000 direct customer pickups on an annual basis.

Acceptable Equipment:

All Covered Electronics (CEE) under the New York State Electronic Equipment Recycling and Reuse Act including or in addition to the following: Computers, Computer Peripherals, Monitors, Terminals, Wiring & Cabling, Miscellaneous Electronic Scrap, Keyboards, Mice, Computer Peripherals, Typewriters, Fax Machines, Printers/Scanners, Telecommunications Equipment, Circuit Boards, Audio/Visual Equipment, Cell Phones, PDA's, Video Game Systems, Scientific Equipment, Small Copiers, Network Equipment, Televisions, UPS units, Batteries and Hubs & Routers, Electronic Medical Equipment.

E WASTE+

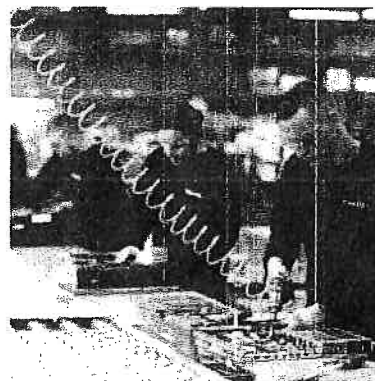
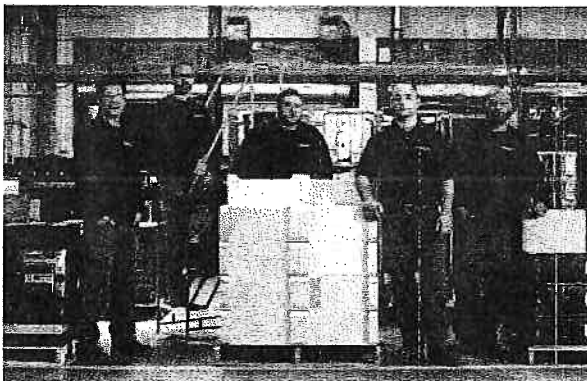
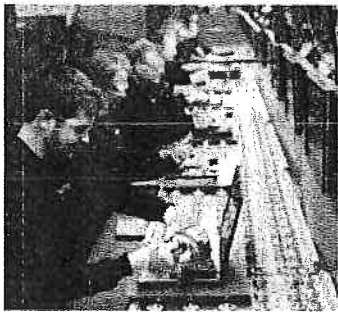
7318 Victor-Mendon Road
Victor, New York 14564
888-563-1340

Pricing details:

(See bid attachment)

E WASTE+

7318 Victor-Mendon Road
Victor, New York 14564
888-563-1340



Scott Reese

From: Maish Freedman <maish@elotrecycling.com>
Sent: Tuesday, February 22, 2022 11:05 AM
To: Scott Reese
Subject: FW: Town of Clifton Park
Attachments: T O Clifton Park 22222.pdf

Importance: High

Scott,

It was great speaking with you. Please see attached as our submittal and let me know if you have any questions.

Best,

Maish



From: Office <Office@elotrecycling.com>
Sent: Tuesday, February 22, 2022 10:48 AM
To: Maish Freedman <maish@elotrecycling.com>
Subject: Town of Clifton Park

Thank you,
Laurie Ellsworth
Office Manager



| Clifton Park - Electronic Waste Recycling - 2022 RFP | | |
|---|-------------|----------|
| ITEMS | COSTS | U/M |
| Transportation (Truck & Driver) | 175.00 | Per Trip |
| Gaylord Boxes / Pallets | N/C | Each |
| Ground Level Secure Storage Container | 205 - mthly | 1 Needed |
| Tare Weight | N/C | Lb |
| CRT Television Recycling, packaging & preparation | .26 | Lb |
| CRT Monitors Recycling, packaging & preparation | .26 | Lb |
| Rear Projection TVs Recycling, packaging & preparation | .55 | Lb |
| LCD & Plazma Flat Panel TVs, Recycling, packaging & preparation | .55 | Lb |
| LCD Flat Panel Monitors Recycling, packaging & preparation | .26 | Lb |
| Computer / MAC Towers, Terminals & Desktop Recycling | N/C | Lb |
| PC /MAC Laptop Recycling | N/C | Lb |
| Servers - Free Standing, Rack Mount, Blades & Array | N/C | Lb |
| Keyboards, Mice, Speakers, Wiring & Cabling | N/C | Lb |
| Miscellaneous Electronic Scrap | N/C | Lb |
| Computer Peripherals | N/C | Lb |
| Desktop & Portable Printers, scanners & Fax Machines | N/C | Lb |
| Desktop Copiers | N/C | Lb |
| Network Switches, Routers, Hubs, Modems, | N/C | Lb |
| Cell Phones, Pagers | N/C | Lb |
| Telecommunications Equipment | N/C | Lb |
| PDA's, Palm Pilots | N/C | Lb |
| Camera's, Camcorders, Video Equipment | .15 | Lb |
| VCRs, DVD Players, Stereos, Audio / Visual Equipment | .15 | Lb |
| Uninterruptable Power Supply | N/C | Lb |
| Circuit Boards | N/C | Lb |
| Video Game Systems | N/C | Lb |
| Scientific Equipment | N/C | Lb |

Name of Vendor: Flat Electronics Recycling, Inc.

| Clifton Park - Electronic Waste Recycling - Proposals 2022 | | | | | |
|---|----------|-------------|--------------|--------------|-----------------------------------|
| ITEMS | Vendors: | Weekly UM | E-Waste+ | eLot | Pro-Tek |
| Transportation (Truck & Driver) | | Per Trip | \$0 | \$175 | Declined to submit 2/9/2022 |
| Gaylord Boxes / Pallets | | Each | \$0 | \$0 | |
| Ground Level Secure Storage Container | | Each | \$0 | \$51 | |
| Tare Weight | | Lb | \$0 | \$0 | |
| CRT Television Recycling, packaging & preparation | | Avg 610 lbs | @0.39=\$238 | @0.26=\$159 | |
| CRT Monitors Recycling, packaging & preparation | | Avg 140 lbs | @0.39=\$55 | @0.26=\$36 | |
| Rear Projection TVs Recycling, packaging & preparation | | Avg 200 lbs | @0.39=\$78 | @0.55=\$110 | |
| LCD & Plazma Flat Panel TVs, Recycling, packaging & preparation | | Avg 430 lbs | @0.30=\$129 | @0.55=\$237 | |
| LCD Flat Panel Monitors Recycling, packaging & preparation | | Avg 70 lbs | \$0 | @0.26=\$18 | |
| Computer / MAC Towers, Teminals & Desktop Recycling | | Lb | \$0 | \$0 | |
| PC /MAC Laptop Recycling | | Lb | \$0 | \$0 | |
| Servers - Free Standing, Rack Mount, Blades & Array | | Lb | \$0 | \$0 | |
| Keyboards, Mice, Speakers, Wiring & Cabling | | Lb | \$0 | \$0 | |
| Miscellaneous Electronic Scrap | | Lb | \$0 | \$0 | |
| Computer Peripherals | | Lb | \$0 | \$0 | |
| Desktop & Portable Printers, canners & Fax Machines | | Lb | \$0 | \$0 | |
| Desktop Copiers | | Lb | \$0 | \$0 | |
| Network Switches, Routers, Hubs, Modems, | | Lb | \$0 | \$0 | |
| Cell Phones, Pagers | | Lb | \$0 | \$0 | |
| Telecommunications Equipment | | Lb | \$0 | \$0 | |
| PDA's, Palm Pilots | | Lb | \$0 | \$0 | |
| Camera's, Camcorders, Video Equipment | | Avg 100 lbs | \$0 | @0.15=\$15 | |
| VCRs, DVD Players, Sterios, Audio / Visual Equipment | | Avg 200 lbs | \$0 | @0.15=\$30 | |
| Uninterruptable Power Supply | | Lb | \$0 | \$0 | |
| Circuit Boards | | Lb | \$0 | \$0 | |
| Video Game Systems | | Lb | \$0 | \$0 | |
| Scientific Equipment | | Lb | \$0 | \$0 | |
| Average Weekly Cost Projection: | | | \$500 | \$831 | |

| Clifton Park Transfer Station - Collection and Charge for CRT TV's & Monitors 2020 | | | |
|---|-----------------|--------------------|-----------------|
| Month | Collected | Charged by Ewaste+ | Balance |
| 2020 January | \$1,160 | \$1,323 | (\$163.00) |
| 2020 February | \$1,115 | \$1,676 | (\$561.00) |
| 2020 March | \$1,055 | \$1,102 | (\$47.00) |
| 2020 April | \$1,915 | \$765 | \$1,150.00 |
| 2020 May | \$2,310 | \$1,653 | \$657.00 |
| 2020 June | \$1,735 | \$2,512 | (\$777.00) |
| 2020 July | \$1,308 | \$1,480 | (\$172.00) |
| 2020 August | \$1,806 | \$789 | \$1,017.00 |
| 2020 September | \$1,308 | \$2,068 | (\$760.00) |
| 2020 October | \$1,280 | \$1,267 | \$13.00 |
| 2020 November | \$1,667 | \$1,400 | \$267.00 |
| 2020 December | \$1,180 | \$1,539 | (\$359.00) |
| Totals | \$17,839 | \$17,574 | \$265.00 |

| Clifton Park Transfer Station - Collection and Charge for CRT TV's & Monitors 2021 | | | |
|---|-----------------|--------------------|-------------------|
| Month | Collected | Charged by Ewaste+ | Balance |
| 2021 January | \$770 | \$818 | (\$47.80) |
| 2021 February | \$475 | \$301 | \$174.27 |
| 2021 March | \$980 | \$443 | \$536.59 |
| 2021 April | \$900 | \$1,209 | (\$308.86) |
| 2021 May | \$795 | \$1,076 | (\$280.90) |
| 2021 June | \$920 | \$579 | \$340.87 |
| 2021 July | \$1,072 | \$1,607 | (\$535.03) |
| 2021 August | \$865 | \$751 | \$114.19 |
| 2021 September | \$1,410 | \$1,311 | \$98.79 |
| 2021 October | \$825 | \$886 | (\$60.95) |
| 2021 November | \$1,190 | \$703 | \$486.75 |
| 2021 December | \$1,055 | \$1,799 | (\$744.45) |
| Totals | \$11,257 | \$11,484 | (\$226.53) |



Town of Clifton Park

Planning Department

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6054 | FAX: (518) 371-1136

February 8th, 2022

To: Brandon Scribner
EWaste+
7318 Victor-Mendon Road
Victor, NY 14564
Via email: bscribner@ewaste.com

Re: RFP for Electronics Collection

The Town of Clifton Park is requesting proposals from electronic collection vendors to operate a permanent collection area located at the Town's transfer station (217 Vischer Ferry Road). The vendor will provide all boxes, pallets, and a container for residents to drop off their electronic items during transfer station operating hours (<https://www.cliftonpark.org/departments/transfer-station.html>). The chosen vendor will also organize pick-up of those electronic items at least once a week. The vendor will ensure the operation is in compliance with EPA guidelines and the NYSDEC regulations, specifically the NYS Electronics Equipment Recycling and Reuse Act, and apply for all necessary permits. The Town expects to be held harmless against liability for damages or compliance issues, thus insurance certificates are required and should be included in the proposal.

The average electronic equipment collected in 2021 per week is around 3,000± pounds. The average weight of CRT monitors and TVs collected is around 950± pounds per week. The average weight of LCD TVs and monitors collected is around 750± pounds per week. The average weight of computers and laptops collected is around 200± pounds per week. The average weight of miscellaneous electronics collected is around 1,000± pounds per week.

The proposal should also outline an accounting and verification process allowing the Town to review and audit our collection data from time to time. The proposal should clearly outline the types of products and materials acceptable for recycling through the program, and the process to be utilized to ensure compliance with State and Federal regulations. The proposal shall include the attached line items and the costs or no-charge per unit measure. An optional site visit will be given February 17th at 10 AM. If you wish to attend, please call me at (518) 371-6054.

Please submit your proposal and the completed itemized list to my attention at the above address or by email to sreese@cliftonpark.org, no later than March 1st, 2022. The contract will be effective from April 1st, 2022, for a period of one year with the option to extend annually upon mutual agreement. If you have any questions regarding this request for proposal, do not hesitate to call me.

Regards,

Scott Reese
Stormwater Management Technician

Encl.

Resolution No. 40 of 2016, a resolution accepting a quote from Regional Computer Recycling & Recovery (RCR&R) to handle the collection of electronics at the permanent recycling site located at the Clifton Park Transfer Station.

Introduced by Councilwoman Standaert, who moved its adoption, seconded by Councilwoman Walowit.

WHEREAS, the town has facilitated the recycling of electronics through contracts with RCR&R since 2015, and

WHEREAS, the electronics recycling industry continues to evolve consistent with state regulations and incentives, and

WHEREAS, the Town has issued a Request for Proposals to solicit interested vendors to renew the contract for the collection of electronics at the permanent recycling site at the Clifton Park Transfer Station, as a revenue opportunity, and

WHEREAS, due to reductions in the industries covered electronic recycling program, direct costs of year round recycling has increased and the lists of available products has decreased, and

WHEREAS, the cost to the town for recycling cathode ray tubes will increase depending on the weight of each unit, and

WHEREAS, Scott Reese, Stormwater Management Technician, has reviewed the proposals and recommends awarding the contract to RCR&R, Victor, New York as the lowest overall responsible vendor who has submitted a quote of \$.29 per pound for the removal of CRT (glass) monitors, CRT televisions and rear projection televisions, no charge for transportation and most electronic items, per attached; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign a one year contract with the option to extend annually upon mutual agreement consistent with the attached proposal from RCR&R, Victor, New York, and be it further

RESOLVED, that the Supervisor is authorized to set the price for acceptance of television monitors at the permanent electronics recycling facility based upon actual costs to the town for the contract period March 1, 2016 through February 28, 2017.

ROLL CALL VOTE

Ayes: Councilman Whalen, Councilwoman Standaert, Councilman Romano,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

February 8, 2016

Patricia O'Donnell, Town Clerk

Resolution No. _____ of 2022, a resolution increasing the Community Action Fund Revenue to include payments from Apparel Impact for the placement of apparel and textile recycling bins at the Town Transfer Station.

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

WHEREAS, Resolution No. 46 of 2019 established the Community Action Fund Committee to establish a process to support non-profit community programs and organizations that directly assist people in Clifton Park, and

WHEREAS, the initial revenue for the Community Action Fund was derived from the collection of bottles and cans donated in support of the program, and

WHEREAS, Resolution No. 41 of 2022 authorized an agreement with Apparel Impact for clothing recycling bins to be placed at the transfer station with the Town to be compensated at a rate of \$.05 per pound, and

WHEREAS, the Supervisor wishes to direct those funds received from Apparel Impact to the Community Action Fund; now, therefore be it

RESOLVED, that the Comptroller is authorized to record funds received from Apparel Impact to the A-02707 (General Fund -Community Action Funds).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 15, 2022 2:31 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Supervisor - Community Action Fund
Attachments: 6230db5e866bf-03152022scan_20220315141022.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Supervisor - Community Action Fund**
Your email: **mspringli@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **03-21-2022**

Brief Description: **Add funds from Apparel Impact to the Community Action Fund**

Res. 41 of 2022 - accepted proposal for recycling bins at Transfer Station.

Budget #: **From A-02135**
Budget Description: **(General Fund - Transfer Station - Textiles Received)**
\$ Amount:

Additional Comments/Details: **This will be a recurring transfer of funds as Apparel Impact will be servicing the bins weekly.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

$\$.05 \times 840 = \42.00

Meg Springli

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Tuesday, March 15, 2022 2:00 PM
To: Phil Barrett
Cc: Meg Springli
Subject: RE: apparel Impact

Yes. I'll write one.

From: Phil Barrett <PBarrett@cliftonpark.org>
Sent: Tuesday, March 15, 2022 12:31 PM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: apparel Impact

The first week of having the donation boxes in place brought in 840 pounds. I would like to add the funds to our community action fund reserves. Do I need or should I get a resolution directing that money?

Phil Barrett
Clifton Park Town Supervisor

Resolution No. 41 of 2022, a resolution accepting a proposal for the placement of an apparel and textile recycling bin at the Town Transfer Station.

Introduced by Councilwoman Standaert, who moved its adoption, seconded by Councilman Morelli.

WHEREAS, the Transfer Station provides and manages opportunities for the recycling of a wide variety of products, fluids, and materials, including electronics, metals, plastics, oil-based automotive products, and batteries, as well as garden and yard waste, as well as bottle and cans, and

WHEREAS, on January 4, 2022, the Town Board published a request for proposals to upgrade and modernize opportunities for the recycling of clothing and shoes through the placement of two clothing collection and recycling bins, and

WHEREAS, Apparel Impact, of Bedford New Hampshire, submitted the sole proposal, and

WHEREAS, Apparel Impact offers modern, clean and efficient clothing recycling bins, measuring 4 x 4 x 6.5 feet, and which are serviced and cleaned on a weekly basis, with payment to the Town of \$.05/lb. of all materials collected, and

WHEREAS, Apparel Impact works with non-profits and clothing graders to efficiently provide end-source marketing for all materials, and assists U.S. Armed Services, Veterans, and low-income families with clothing assistance through a community division, and

WHEREAS, the Town Board supports the expansion of effective recycling operations at the Town's Transfer Station; now, therefore, be it

RESOLVED, that the proposal of Apparel Impact, Inc., Bedford, NH, is hereby accepted, and that the Buildings and Grounds Department is authorized to coordinate the proper placement of Apparel Impact's clothing bins at the Transfer Station, per the attached proposal; and be it further

RESOLVED, that the Comptroller is authorized to deposit funds received from Apparel Impact for the recycled goods in the General Fund to account # A-02135 – (General Fund – Transfer Station - Textiles Received).

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

February 7, 2022

Teresa Brobston, Town Clerk

Resolution No. 46 of 2019, a resolution authorizing the establishment of a Community Action Fund Committee.

Introduced by Councilwoman Walowit, who moved its adoption, seconded by Councilwoman Standaert.

WHEREAS, the Town Board wishes to appoint a committee that will manage a process to support non-profit community programs and organizations that directly support people in Clifton Park, and oversee the collection of bottles and cans donated in support of the program, and

WHEREAS, Supervisor Barrett and Councilwoman Walowit have expressed a willingness to serve on the committee as representatives of the town, and

WHEREAS, Supervisor Barrett recommends that Matt Grattan, 5 Belmonte Lane, Clifton Park, Janine Mika, 14 Plaid Place, Clifton Park, and Greg Szczesny, 26 Castle Pines, Clifton Park, be appointed as resident representatives to serve on the committee; now, therefore, be it

RESOLVED, that the Town Board establishes the Clifton Park Community Action Fund Committee as attached; and be it further

RESOLVED, that the Comptroller is hereby directed to create the Community Action Fund account.

ROLL CALL VOTE

Ayes: Councilman Whalen, Councilwoman Standaert, Councilman Romano,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

February 11, 2019

Patricia O'Donnell, Town Clerk

Resolution No. _____ of 2022, a resolution increasing the Tree Committee Revenue and Expenditures due to receiving \$922 awarded from the 2021 Community Action Fund.

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

WHEREAS, \$922 in revenue was received from the 2021 Community Action Fund for the Tree Committee; and

WHEREAS, the Tree Committee would like to make expenditures on behalf of the Town for Arbor Day and other activities related to the Tree Committee; now, therefore, be it

RESOLVED, that A-2705 (General Fund – Gifts & Donations) be increased by \$922 the expenditure account A-8510-024 (General Fund – Community Beautification – General Maintenance) be increased by the same \$922.

13

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 15, 2022 4:24 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-21-2022 Tree Committee

An item has been submitted to the Resolution Request form for review.

Department: Tree Committee
Your email: mheggen@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): A. Standeart

Requested Meeting Date: 03-21-2022

Brief Description: Increase budget for expenditures of the Tree Committee. Funds to come from award of Community Action Fund received in fall 2021. Increase revenues A-02770, Increase expenditures A-08510-00024

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details: waiting on amounts going to be paid by tree committee spokesperson.

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments: