

TOWN OF CLIFTON PARK TOWN BOARD MEETING

January 9, 2023

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

- **Public Hearing 7:05 P.M.** – Consider a Local Law for lock box entry systems for emergency services in multiple dwelling units with restricted access
- **Resolutions for Consideration**
- **Other Business**

VII. Open Public Privilege

NOTE:

Please check www.cliftonpark.org for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

VIII. Adjournment

Resolutions for Consideration
Clifton Park Town Board Meeting
January 9, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Repair Contract – Sewer	Authorize the repair and maintenance of a portion of sewer line in the Woodland Hills Sewer District #1 under Onondaga Contract #0000004284	P. Barrett
2. Procurement – Highway	Authorize the Highway Department to purchase a bucket truck under Sourcewell Contract #012418-ALT	D. Bull
3. ROW Acquisition – Planning	Accept the recommendation of GPI for just compensation amounts for right-of-way acquisitions along a portion of Route 146 for sidewalk extension purposes	P. Barrett
4. Dedications – Sewer	Accept sewer dedication and related easements from Shenendehowa Central School District and DCG for a building being donated to the school district	P. Barrett
5. Training – Building & Development	Authorize state required training for three building inspectors including overnight stays	P. Barrett

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

§ 99-1 Title.

This chapter shall be known as the "Emergency Access Systems Local Law of the Town of Clifton Park."

§ 99-2 Intent.

The Town of Clifton Park has recognized the importance of providing the Town's emergency services personnel rapid entry into locked buildings in the case of an emergency. An emergency access systems local law provides for the placement, in secured locked containers, of keys to important areas within a structure and information that may be vital and necessary to the health, safety, and welfare of the occupants and responding emergency crews. The delay in gaining entry can result in substantial property damage, delays in providing lifesaving or other medical procedures, and increased danger for emergency services personnel and the building occupants. To assist the emergency service providers in gaining rapid entry, the Town of Clifton Park adopts an emergency access systems local law.

§ 99-3 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AUTOMATIC FIRE-SUPPRESSION SYSTEM

A system or assembly of piping, valves, controls and sprinklers which are designed and installed to comply with the National Fire Protection Association (NFPA) standards, which utilize water, foam, carbon dioxide or other gas to automatically react to and suppress fire.

BUREAU OF FIRE PREVENTION

The Town of Clifton Park Bureau of Fire Prevention, 1 Town Hall Plaza, Clifton Park, NY 12065.

EMERGENCY ALARM

Any device designed to alert police, fire or emergency medical personnel to an emergency condition requiring attention and to which police, fire or emergency medical service units are expected to respond. This definition shall include alarms that terminate at an answering service, as well as those that emit an audible or visible signal.

FALSE ALARM

An alarm signal from an emergency alarm or notification by an emergency alarm answering service which calls for an emergency response from the Town of Clifton Park Building Department, Fire Services or Emergency Medical Services where an emergency situation does not in fact exist. The term "false alarm" shall not include an alarm signal caused by testing or repairing of telephone or electrical lines or equipment outside of the premises, providing the responding agencies have been properly notified, an attempted illegal entry of which there is visible evidence, violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm user or alarm supplier.

KEY BOX

A high-security key vault of UL type approved by the Town of Clifton Park Bureau of Fire Prevention, master keyed with a Medeco Biaxial Level 7 or equivalent lock. Locks shall be keyed to the key configuration provided by the Town of Clifton Park. Such vaults shall have weatherproof gaskets, shall have a covered lock opening and shall be highly resistant to drilling or vandalism.

SUPRA MAX KEY BOX

The Supra Max lock box system is a high security key vault system, type approved by the Clifton Park Bureau of Fire Prevention to provide secure access to residences within multiple dwelling residential structures. Lock box system can enable timely Emergency access to residential dwellings in cases where

Apartments, condominiums and other multi-family residential units utilize securitized common access areas.

KEY BOX DOCUMENT VAULT

A high-security steel plate vault, a minimum of 14 inches high by 12 inches wide by two inches deep, constructed to the same standards as the lock box, for the storage of documents.

§ 99-4 Applicability.

This chapter shall apply as follows:

- A. All buildings located within the Town of Clifton Park having an automatic fire alarm system or a fire sprinkler system shall be equipped with a key box or key box document vault.
- B. Any building having three or more false alarms within a six-month period shall be equipped with a key box or key box document vault.

§ 99-5 Exceptions.

One- and two-family dwellings and buildings having a twenty-four hour, seven-day-per-week guard system shall be specifically exempted from the requirements for a key box.

§ 99-6 Installation requirements.

- A. The key box shall be installed on the front of the building, near the main entry door approximately six feet above the ground, unless approved for another location or at a higher or lower level by the Bureau of Fire Prevention. That office must approve all installations.
- B. Keys within the lock box shall be labeled for easy identification either by the tenant name or indexed to a floor plan of the building and shall be kept current.
- C. The key box shall contain the following:
 - (1) Unless otherwise agreed upon with the local fire chief, key(s), fob(s) or magnetic cards for the exterior doors, the keys or magnetic cards for all the interior doors identified in Subsection **C(2)** to **(5)** below within the building, and a scaled floor plan of the building. Mixed occupancies and strip shopping center keys shall be provided only for occupancies where system control valves or fire alarm system panels exist.
 - (2) Keys, fob(s) or magnet cards to locked mechanical equipment and sprinkler control rooms.
 - (3) Keys, fob(s) or magnet cards to locked electrical rooms or panels or fire alarm control panels.
 - (4) Keys, fob(s) or magnet cards to locked elevator rooms or controls, and elevator keys, if required.
 - (5) Keys, fob(s) or magnet cards to other areas as directed by the Bureau of Fire Prevention.
 - (6) Access codes to digital fire alarm keypads.
- D. The key box document vault shall contain those items required to be stored in a key box and, unless the local fire chief otherwise agrees, the following additional items:
 - (1) A current list of facility personnel knowledgeable about safety procedures of the materials on site, complete with the telephone numbers for each person.
 - (2) A current emergency and hazardous chemical inventory form and binder containing the material safety data sheets (MSDS) or, in the event that the volume of MSDS sheets is too great to keep practically in

the document vault, the location of on-site MSDS, and those MSDS shall be readily available for use by emergency response personnel.

- (3) A facility site plan showing the location of storage and use of hazardous materials on site, and any other building floor plan deemed necessary by the Bureau of Fire Prevention.

899-7 Emergency Access to Residential facilities.

A. Effective June 30, 2023, each multiple dwelling residential structure shall install a Supra Max lock box system, as approved by the Bureau of fire Prevention, to provide Emergency Medical Services with 24 hour access to the common areas of each residential structure to provide timely access to residential units within each building, unless staffed on a 24 hour seven day per week basis for entry.

B.

§ 99-7 Time for compliance.

- A. All existing buildings covered by this chapter shall comply within 18 months of the effective date of this chapter.
- B. All new construction covered by this chapter, including buildings currently under construction as of the effective date, for which no certificate of occupancy has been issued, shall comply immediately.

§ 99-8 Tampering.

It shall be unlawful for any person to tamper, meddle, deface, vandalize or interfere in any way with an emergency access system.

§ 99-9 Penalties for offenses.

- A. Any person who shall fail to comply with any of the applicable provisions of this chapter, or any lawful order, notice, directive, permit or certificate of the Bureau of Fire Prevention or of the Town of Clifton Park Building Department made hereunder, shall be punishable by a fine of up to \$500. Each week that a violation continues shall be deemed a separate offense.
- B. In lieu of said fine, any person charged with violating the provisions of this chapter shall immediately install and maintain a key box or key box document vault subject to approval of the Bureau of Fire Prevention.
- C. Except as provided otherwise by law, such a violation shall not be a crime, and the penalty or punishment imposed therefore shall not be deemed for any purpose a penal or criminal penalty or punishment.
- D. Any person found to have violated the tampering section of this chapter, vandalized or disabled any key box, key box documents or other equipment installed in compliance with this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine not to exceed \$1,000 or a term of imprisonment not to exceed 15 days, or both such fine and imprisonment.

§ 99-10 Administration and enforcement.

The Bureau of Fire Prevention and the Town of Clifton Park Building Department shall administer the provisions of this chapter. The Bureau of Fire Prevention and the Town of Clifton Park Building Department

shall enforce the provisions.

Resolution 1

Resolution No. _____ of 2023, a resolution authorizing the Collection Systems Manager to retain Precision Trenchless, LLC to perform repairs and upgrades to sewer facilities within the Woodland Hills Sewer District #1.

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

WHEREAS, Michael O'Brien, Collection Systems Manager, has identified approximately 380 feet of deteriorated sewer main and two manholes in an easement located within the Woodland Hills Sewer District #1, and

WHEREAS, pursuant to General Municipal Law Section 103 (16), municipalities in New York are authorized to "piggyback" from competitively bid contracts of other municipalities within the state, so long as the bid process from the original contracting entity was conducted through a sealed bid process pursuant to the statute, and the bid notice provided for such piggybacking, and

WHEREAS, the Sewer Department has now requested authorization to enter a contract with Precision Trenchless, LLC, 1710 Erie Blvd., Schenectady, NY, using the piggyback option from the 2020 Contract #0000004284 of Onondaga County, attached, whose bids were opened on May 7, 2020, with prices valid through June 30, 2021 and extended to June 30, 2023, according to bid documents and correspondence reviewed from the Onondaga County Division of Purchase, and

WHEREAS, according to information provided by the Collection Systems Manager, Precision Trenchless has provided quotes in the amount of \$24,897.40 for sliplining pipes, per Exhibit A, using unit prices as bid in the Onondaga contract; now, therefore, be it

RESOLVED, that the Collection Systems Manager is authorized to execute a contract with Precision Trenchless, LLC for a total amount not to exceed \$24,897.40 from G4-8111-037 (Woodland Hills Sewer District #1 – Sewer Contractual - Sliplining) subject to receipt by the Town Attorney of insurance certificates as required by the Onondaga contract documents; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$24,898 from G4-915 (Woodland Hills Sewer District #1 – Assigned Balance) to G4-8111-037.

Meg Springli

From: noreply
Sent: Friday, December 9, 2022 1:57 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy
Subject: Resolution Request for TB Meeting: 01-03-2023 or 1/10/23 Sewer
Attachments: 6393850788230-Clifton Park Sewer Dept UV CIPP Proposal Sheet.pdf

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

Department: **Sewer**
Your email: **mobrien@cliftonpark.org**

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

Requested Meeting Date: **01-03-2023**

Alternate Date **1/10/23**

Brief Description: **Line 380 feet of deteriorated sewer main in a easement location with the rehab of 2 manholes. Piggy Back on Onondaga Contract. * need copy of Onondaga Contract + sent 12/30/22 Contract #**

Budget #: **Assigned fund balance to G4-8111-200**
Budget Description: **Equip and Building**
\$ Amount: **24,897.40** 000000 4284

Additional Comments/Details: **UV Liner**

Difficult area to ever dig and replace. Pipe grade is good for lining. plan prepped by MJ Engineering.

Transfer from 64-915 (Woodland Hills Sewer Dist. #1 Assigned Fund Balance) to 64-8111-037 (Woodland Hills Sewer Dist #1 - Sewer Contractual - ~~SH~~ Slip lining) \$24,898

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

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for CIPP lining & CCTV work for the Town of Clifton park sewer– Onondaga contract piggyback pricing

Work scope included in pricing

- CCTV with thumb drives, videos, and reports
- High pressure jetting and cleaning of all pipe prior to UV CIPP installation
- Installation of 8-inch UV CIPP approximately 380 LF - 1 section
- Bypass of all water throughout installation process.
- OBIC spray and sealing of 2 Manholes Approximately 14 VFT

Exclusions

- Any repairs to preexisting pipe needed to install the CIPP
- If needed, Water source to be provided by others
- Final billing will be done with post CCTV footages
- Traffic control beyond standard cones / signs
- Disposal of spoils / debris

UV CIPP Lining

- 1 section 8” diameter x 380ft , Lining, CCTV, Bypass, Cleaning

\$20,347.40

OBIC Manhole Rehabilitation

- 2 Manholes at 7 VFT each @ \$325/VF

\$4,550.00

Project cost estimate

\$24,897.40

Please sign/date and send back if approved to begin work

**** Pricing is good until January 31st 2023****

Signature _____

Date _____

Please contact me with any questions

Sincerely,

Sean Bergman

313-319-6719

sbergman@precisiontrenchless.com



Onondaga County
Executive Department

Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

April 4, 2022

Mara Kilburn
Precision Trenchless LLC
1710 Erie Blvd
Schenectady NY 12308

Bid Ref. No.: 0010394
For: Cured In Place Pipe

Dear Ms. Kilburn:

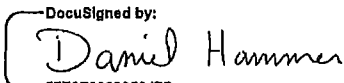
This is to inform you that the subject contract has been approved for renewal for an additional one (1) year period. Said period shall commence July 1, 2022 and terminate June 30, 2023.

Your acceptance or declination of the renewal of this contract under the same terms and conditions should be indicated with your signature below. Thereafter, return this letter to the attention of Alycia Guy within ten (10) days, or email alyciaguy@ongov.net. Failure to respond within the time specified may result in this contract being re-bid.

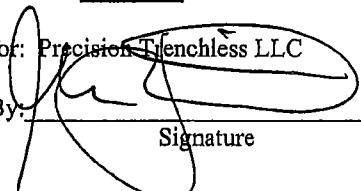
Please be advised that all insurance documents must be kept current. Please resubmit insurance documents, including workman's compensation, as originally specified for the duration of this contract. Please address this immediately as vendors may not be paid until all documents are current.

Thank you for your attention to this matter.

Sincerely,

DocuSigned by:

57F9E988236047B...
Daniel Hammer
Director

DH/ag
Cc: Michael Gittschau, file

<p>I <u>ACCEPT</u> renewal</p> <p>for: Precision Trenchless LLC</p> <p>By:  _____</p> <p>Signature</p>	<p>I <u>DECLINE</u> renewal</p> <p>for: Precision Trenchless LLC</p> <p>_____</p> <p>Signature</p>
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Executive Summary



Document Checklist

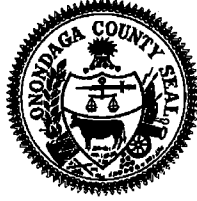
1.1 Document INFORMATION	
Contract #	0000004284

1.2 CHECKLIST	
Check type of Contract Document	
<input checked="" type="checkbox"/>	New Contract Document
<input type="checkbox"/>	Renewal
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Change Order
The Contract is for:	
<input checked="" type="checkbox"/>	Service
<input type="checkbox"/>	Product
<input type="checkbox"/>	Revenue
<input type="checkbox"/>	Public work
Explain:	
Procure for:	
<input checked="" type="checkbox"/>	Bid
<input type="checkbox"/>	RFP
<input type="checkbox"/>	Other:

Contractor: PRECISION TRENCHLESS LLC	Department: Water Environment Protection
Start Date: July 01, 2020	End Date: June 30, 2023
Remarks: Bid contract for WEP where vendor provides sewer line rehab via cured in place pipe lining. Pricing is per task, per pipe, and per bid details, as called for by WEP.	
Approving Attorney: Patrick M. Kilmartin <i>(Signature)</i>	

DocuSigned by:
Mary Beth Primo
 1466FFDA5CAC4F6...

DS
MP



AGREEMENT

DEPARTMENT: Water Environment Protection

CONTRACT NO. 0000004284

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

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

WORK TO BE PROVIDED:

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

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

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

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

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

PRICING:

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

TERM:

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

RENEWAL:

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

USE OF ELECTRONIC CONTRACT SYSTEM:

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

STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

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

EXHIBITS:

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

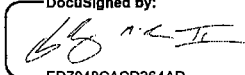
- Exhibit 1: Time for Work (Performance or Delivery) and Technical Specifications.
- Exhibit A: Contract Pricing Sheet
- Exhibit B: Standard Terms & Conditions.
- Exhibit C: Insurance Requirements.

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

County of Onondaga

Dated:

By:

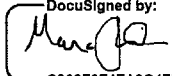
DocuSigned by:

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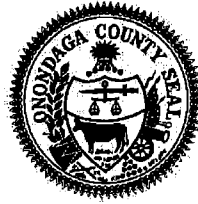
J. Ryan McMahon, II, County Executive

PRECISION TRENCHLESS LLC

Dated:

By:

DocuSigned by:

C369F6F4EA3C47E...



Technical Specifications and Contract Duration

Exhibit #1

County of Onondaga

Executive Department - Division of Purchase

John H. Mulroy Civic Center, 13th floor

421 Montgomery Street

Syracuse, New York 13202-2989

Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0010394

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

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

Term:

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

Bid Results:

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

Contact Person:

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

MINIMUM SPECIFICATIONS

CURED-IN-PLACE PIPE LINING

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

SCOPE:

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

1. GENERAL INFORMATION

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

MINIMUM SPECIFICATIONS (cont'd)

2. Cured-In-Place Pipe Lining

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

MINIMUM SPECIFICATIONS (cont'd)

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

MINIMUM SPECIFICATIONS (cont'd)

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

MINIMUM SPECIFICATIONS (cont'd)

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

MINIMUM SPECIFICATIONS (cont'd)

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

N. Contractor Qualifications

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

2. DESIGN REQUIREMENTS

A. Cure-in-Place Pipe Liner

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

MINIMUM SPECIFICATIONS (cont'd)

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

10. CIPPL Thickness

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

MINIMUM SPECIFICATIONS (cont'd)

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

MINIMUM SPECIFICATIONS (cont'd)

B. Resin

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

C. Structural and Physical Properties

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

MINIMUM SPECIFICATIONS (cont'd)

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

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

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

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

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

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

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

D. Hydrophilic End Seals

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

MINIMUM SPECIFICATIONS (cont'd)

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

3. WORK EXECUTION

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

MINIMUM SPECIFICATIONS (cont'd)

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

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

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

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

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

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

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

MINIMUM SPECIFICATIONS (cont'd)

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

MINIMUM SPECIFICATIONS (cont'd)

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

MINIMUM SPECIFICATIONS (cont'd)

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

4. QUALITY CONTROL

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

MINIMUM SPECIFICATIONS (cont'd)

- G. The Contractor shall submit evidence acceptable to the Owner or Engineer, such as a certified copy of a license or agreement, that it has the authority to use and/or install the liner product.
- H. The finished liner shall be continuous over the entire length of the liner insertion run between the manholes and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
- I. Wrinkles in the finished liner pipe which cause a backwater of one (1) inch or more or reduce the hydraulic capacity of the pipe are unacceptable and shall be removed or repaired by the Contractor. If a void between the wrinkle and the pipe develops, the Contractor shall repair or replace that section. Methods of repair shall be proposed by the Contractor and submitted to the Owner or Engineer for review.
- J. Quality Control Tests
 - 1. The Contractor shall provide samples for testing, in accordance with ASTM F1216, to the Owner or Engineer from the actual installed CIPPL. Samples shall be provided from each section of CIPPL installed or as required by the Owner or Engineer. The samples for diameters of CIPPL less than eighteen (18) inches shall be restrained samples. The sample shall be cut from a section of liner from the same portion to be installed in the ground that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink. The sample shall be cured under similar conditions as those of the liner installed in the ground. On diameters of CIPPL eighteen (18) inches and larger, the Owner or Engineer may, at its discretion, require plate samples cured with the CIPPL or designate a location in the newly installed CIPPL where the Contractor shall take a sample. The opening produced from the sample shall be repaired in accordance with manufacturer's recommended procedures. All samples shall be labeled in waterproof, indelible ink with the contract number, date of installation, street location, segment number(s), and specified thickness. The samples shall be delivered to Owner or Engineer. The sample testing shall be performed at the Owner's expense by an independent third party laboratory selected by the Owner or Engineer, based on recommendations by the CIPPL manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified.

5. CIPPL ACCEPTANCE

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

MINIMUM SPECIFICATIONS (cont'd)

4. There is no evidence of excessive wrinkles, splits, cracks, breaks, lifts, kinks, scalds, blisters, delaminations, crazing or other defects in the liner.

B. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe to the satisfaction of the Owner or Engineer, at no additional cost to the Owner. The Contractor shall be responsible for costs of additional testing required to confirm compliance with these requirements. Obtain approval of the Owner or Engineer for method of repair, which may require field or workshop demonstration.

C. All CIPPL sample testing and repairs to the installed CIPPL, as applicable, shall be completed before final acceptance, meeting the requirements of the project specifications.

6. WARRANTY

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

B. Warranty Inspection

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

7. REFERENCE STANDARDS

A. All references to codes and standards shall be to the latest revised version. Comply with applicable provisions and recommendations of the following:

1. ASTM D543 - Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
2. ASTM D638 - Standard Test Method for Tensile Properties of Plastics
3. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
4. ASTM D792 - Standard Test Methods for Density and Specific Gravity of Plastics by Displacement

MINIMUM SPECIFICATIONS (cont'd)

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

Contract Pricing Sheet

Exhibit A

Bid Reference: BID0010394

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

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

CURED - IN - PLACE PIPE LINING
Itemized Bid Sheet

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

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

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

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

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

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

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

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

Please specify heat cure method to be utilized UV Light Cured

EXHIBIT B
STANDARD TERMS AND CONDITIONS
REVISED OCTOBER 11, 2019

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

AMBIGUITIES OR CONFLICTS WITHIN CONTRACT DOCUMENTS

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

TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

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

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

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

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

INSURANCE

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

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

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

WORKERS' COMPENSATION AND DISABILITY BENEFITS

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

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

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

INSPECTION, SAMPLES AND TESTING

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

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

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

DELIVERY & ACCEPTANCE

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

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

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

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

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

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

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

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

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

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

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

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

PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

ASSIGNMENT

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

INDEPENDENT CONTRACTOR

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

NO PARTNERSHIP OR JOINT VENTURE

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

CONFLICT OF INTEREST

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

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

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

The duty to disclose is a continuing duty.

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

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

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

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

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

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

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

CONFIDENTIALITY

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

COMPLIANCE WITH LAW

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

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

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

NY LABOR & PREVAILING WAGE LAWS

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

GOVERNING LAW

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

NON-WAIVER

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

LICENSES AND PERMITS

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

APPROPRIATIONS (AVAILABLE FUNDS)

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

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

AGREEMENT MODIFICATIONS

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

PURCHASES BY OTHER GOVERNMENTAL OR AUTHORIZED ENTITIES

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

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

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

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

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

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

SEVERABILITY

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

DISCRIMINATION PROHIBITED

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

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

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

TAX EXEMPTION

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

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

WARRANTIES

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

SUPPLEMENTAL WARRANTY

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

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

PACKING

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

ASSISTANCE WITH FUNDING OBLIGATIONS

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

CLAUSES REQUIRED BY LAW

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

GOVERNING LAWS AND REGULATIONS

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

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

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

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

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

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

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certified as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

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

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

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

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

SUSPENSION AND DEBARMENT

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

REPORTING AND DOCUMENTATION

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

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

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

NOTICE TO PROCEED -- USE OF PURCHASE ORDERS

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

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

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

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

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

PAYMENT AND PERFORMANCE BONDS

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

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

Every Bond must display the Surety's Bond Number.

PRICE INCREASES

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

SUBSTITUTIONS FOR SPECIFIED EQUIPEMENT or MATERIALS

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

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

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

SAFETY DATA SHEETS:

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

End Standard Terms and Conditions

EXHIBIT C- INSURANCE REQUIREMENTS

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

INSURANCE

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

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

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

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

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

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

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

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

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

Workers Compensation

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

Commercial General Liability

Commercial General Liability Insurance with a minimum limit as follows:

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

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

Automobile Liability

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

Umbrella or Excess Liability

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

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

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

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

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

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

Resolution 2

Resolution No. _____ of 2023, a resolution authorizing the Clifton Park Superintendent of Highways to order (1) Altec Bucket Truck Model AT37-G 2022/Ford F550 from Altec pursuant to Sourcewell Service Cooperative Contract #012418-ALT.

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

WHEREAS, the Highway Superintendent has informed the Town Board that Bucket Truck "Unit 47" has been determined to be beyond repair, and has requested authorization to purchase a new bucket truck, pursuant to the competitive procurement process through Sourcewell Service Cooperative, for use by the Town, and

WHEREAS, pursuant to General Municipal Law Section 103 (16), municipalities in New York are authorized to purchase materials, equipment or supplies through publicly bid contracts of another political state or political subdivision thereof, and

WHEREAS, Sourcewell Service Cooperative is a service cooperative created under Minnesota Statutes §123A.21 and provides cooperative purchasing contracts to public entities under Minnesota Statute §471.59 to participating agencies and governments, and

WHEREAS, the Highway Superintendent has advised that an Altec Bucket Truck Model AT37-G and 2022 Ford 550 4x4 is available for \$152,466.00 through Sourcewell Contract #012418-ALT, to replace the existing bucket truck Unit 47; now, therefore, be it

RESOLVED, that the Highway Department is authorized to purchase the Altec Bucket Truck in accordance with the attached proposal, with equipment and attachments as listed, in an amount not to exceed \$152,466.00 to be paid from DA-5130-219 (Highway Department - Equipment – New Equipment), and be it further

RESOLVED, that the Comptroller is authorized to solicit bids to enter a capital lease to pay for the purchase, and be it further

RESOLVED, that the Highway Superintendent is authorized to declare Unit 47 as surplus to be sold at an upcoming auction.

Resolution No. _____ of 2023, a resolution authorizing the Clifton Park Superintendent of Highways to order (1) Altec Bucket Truck Model AT37-G 2022/Ford F550 from Altec pursuant to Sourcewell Service Cooperative Contract #012418-ALT.

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

WHEREAS, TMHighways Superintendent ~~Dahn Bull~~, has informed the Town Board that Bucket Truck "Unit 47" has been determined to be beyond repair, and has requested authorization to purchase a new bucket truck, pursuant to the competitive procurement process through Sourcewell Service Cooperative, for use by the Town, and

WHEREAS, pursuant to General Municipal Law Section 103 (16), municipalities in New York are authorized to purchase materials, equipment or supplies through publicly bid contracts of another political state or political subdivision thereof, and

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RESOLVED, that the Comptroller is authorized to solicit bids to enter a capital lease to pay for the purchase.

Meg Springli

From: noreply
Sent: Tuesday, December 27, 2022 2:07 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli
Subject: Resolution Request for TB Meeting: 01-03-2023 or Following Meeting Highway Department
Attachments: 63ab426d64fa1-2023 Highway Budget Memo - Oct. 5 2022.pdf; 63ab426d65352-New Bucket Truck - Quote and Sourcewell Contract.pdf

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

Department: Highway Department
Your email: dbull@cliftonpark.org

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

Requested Meeting Date: 01-03-2023

Alternate Date Following Meeting

Brief Description: This is the purchase of a new bucket truck for the Highway Department and Building and Grounds Department.

This was discussed in the budget workshops of October 5, 2022 with the town board.

All wheel drive, Ford 550 chassis, forestry package including spot light and cab guard.

This will replace Unit 47, which is currently a bucket truck, but is non-functioning. Due to its age, a recent inspection showed that Unit 47 was unsafe and too old for the parts needed. Having a rusted and unstable body and frame had us take it out of use.

Budget #: DA-5130-219
Budget Description: New Equipment
\$ Amount: \$152,466.00

Sourcewell Contract # 612418-ALT

Additional Comments/Details: If possible, can we add the surplussing of Unit 47 to the resolution, that way, we can put it on an auction and open up a spot for it in the garage.



Industries, Inc.

Quote Number: 1231553
 Opportunity Number: 1689309
 Sourcewell Contract #: 012418-ALT
 Date: 8/2/2022

Quoted for: Town of Clifton Park

Customer Contact:

Phone: / Email:

Quoted by: Emily Barneycastle

Phone: / Email: (315) 317-1996 / jack.burns@altec.com

Altec Account Manager: Jack Burns

REFERENCE ALTEC MODEL

Sourcewell Price

AT37G	Articulating Telescopic Aerial Device (Insulated)	\$130,286
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(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

550 Ford

1	AT37G-AWD	All Wheel Drive	
2	AT37G-HFO	H Frame Outriggers, Wooden Outrigger Pads, and Pad Holders	\$5,606
3	AT37G-FFD	Forestry Flat Deck Configuration - Includes Reverse Mount Pedestal, Front Bumper Winch, and Cab Guard	\$3,987
4			\$9,960

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$149,839

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote (Go-Light #20074GT)	\$1,250
6	FINISHING		
7	CHASSIS		
8	OTHER	AT37G Outrigger F550 4x4 Forestry Flatdeck - 2022 build	
OPEN MARKET OPTIONS TOTAL:			\$1,250

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$151,089
Delivery to Customer at \$2.20 / mile: \$1,377
TOTAL FOR UNIT/BODY/CHASSIS: \$152,466

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		5 Year Ext Warranty, Travel, Labor, Material and Expense	\$5,200
2		5 Year Pre-paid Maintenance; Annual Only PM	\$2,610
3		5 Year Pre-paid Maintenance; Annual Dielectric Test	\$1,342
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than TBD days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Creedmoor, NC

Town of Clifton Park - AT37G Outrigger F550 4x4 Forestry Flatdeck - SW - 1231553



Altec Capital Services
 33 Inverness Center Parkway
 Suite 200
 Birmingham, Alabama 35242

Estimated Lease Purchase Quote for

Town of Clifton Park

Altec Bucket Truck Model AT37-G / 2022 Ford F550 4x4

August 2, 2022

This quote is an estimate only and is valid only for the equipment and terms specified. It is not intended to constitute an offer of financing. The actual price and terms may vary based on the final configuration of the equipment and the terms of the lease. This quote is subject to credit review and approval. All prices are in US dollars and include applicable taxes, title, license, and registration fees. The price of the equipment is based on the current market value of the equipment. The price of the equipment is based on the current market value of the equipment. The price of the equipment is based on the current market value of the equipment.

Altec Capital Services is pleased to offer you financing for all your equipment needs. We are pleased to offer you the following:

2022 Altec Bucket Truck

Altec Model	*Price	Term	Municipal Lease Purchase (annual pmt option)
AT37G - FFD	\$ 151,216	60	\$33,860
AT37G - FFD	\$ 151,216	72	\$29,005

- Price provided by Altec Industries & includes delivery. * Please contact Altec for Equipment Pricing.
- Estimated rate of 5.99%. *Rates may vary +/- upon credit approval.
- Payments do not include applicable sales tax or registration fees.
- This quote is subject to satisfactory credit approval.
- Monthly or Annual Payment Options Available.
- Collect First Payment plus \$400 Documentation Fee at Signing.

Requirements:

1. Insurance: Property damage Insurance is required to cover the value of the unit. A Minimum of \$1,000,000 in Auto & General liability Insurance must be maintained.

Lease Description

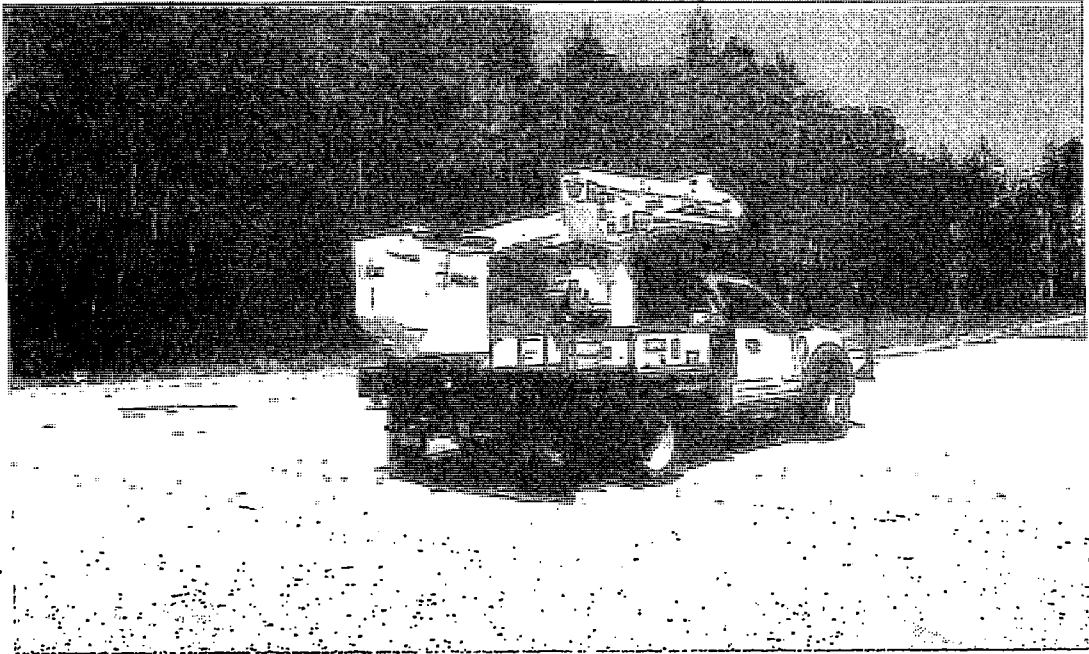
Municipal Lease Purchase

This lease is to be recognized as a tax-exempt lease purchase with title to the property passing to the Lessee. If the entity is not tax-exempt, this quote does not apply.

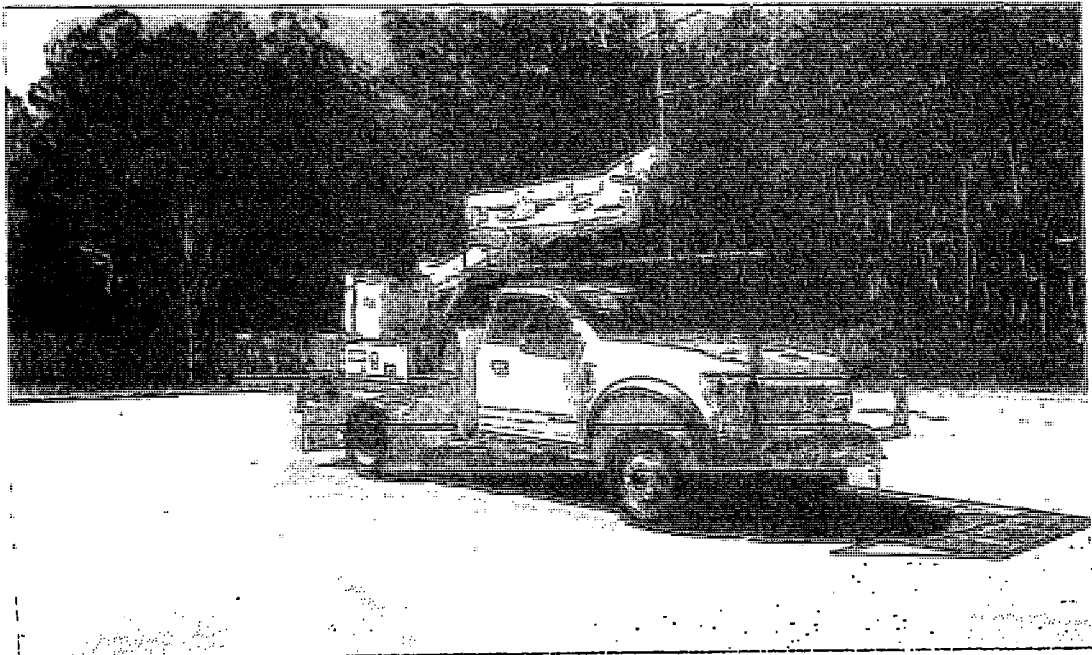
The Municipal Lease Purchase takes into consideration the yearly renewal and/or non-appropriation clause. Level and easy to budget payments that are fixed. Lessee will own the equipment at maturity.

Account Manager: A.J Napoli
 Phone (201) 739-6508
 Email: AJ.Napoli@altec.com

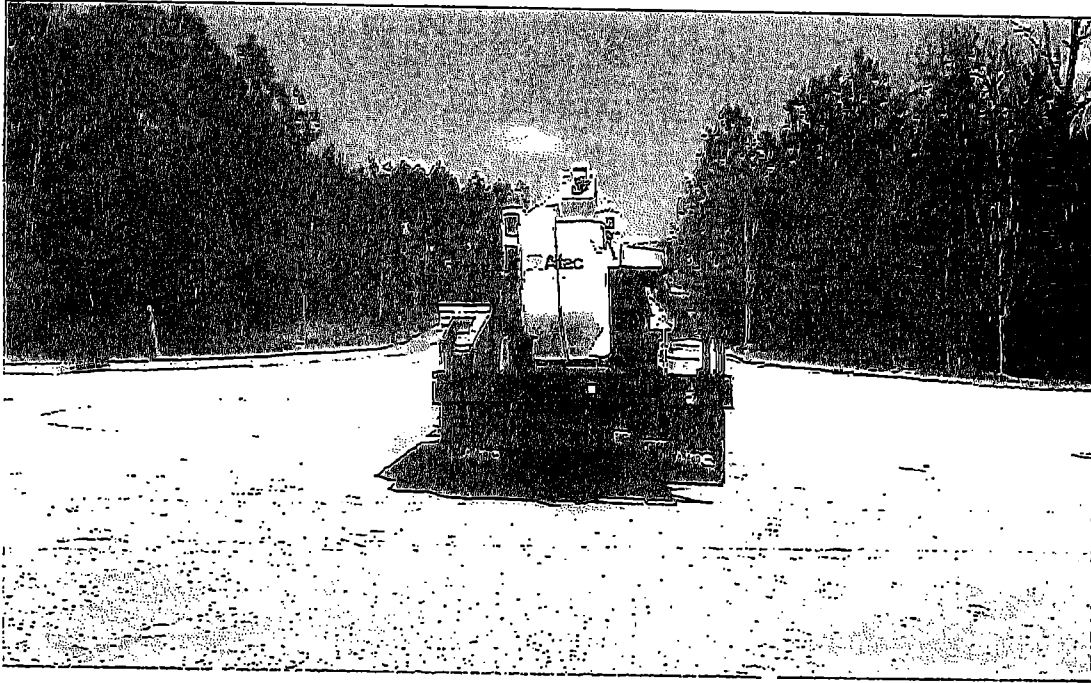
Curb-Side Rear Corner View



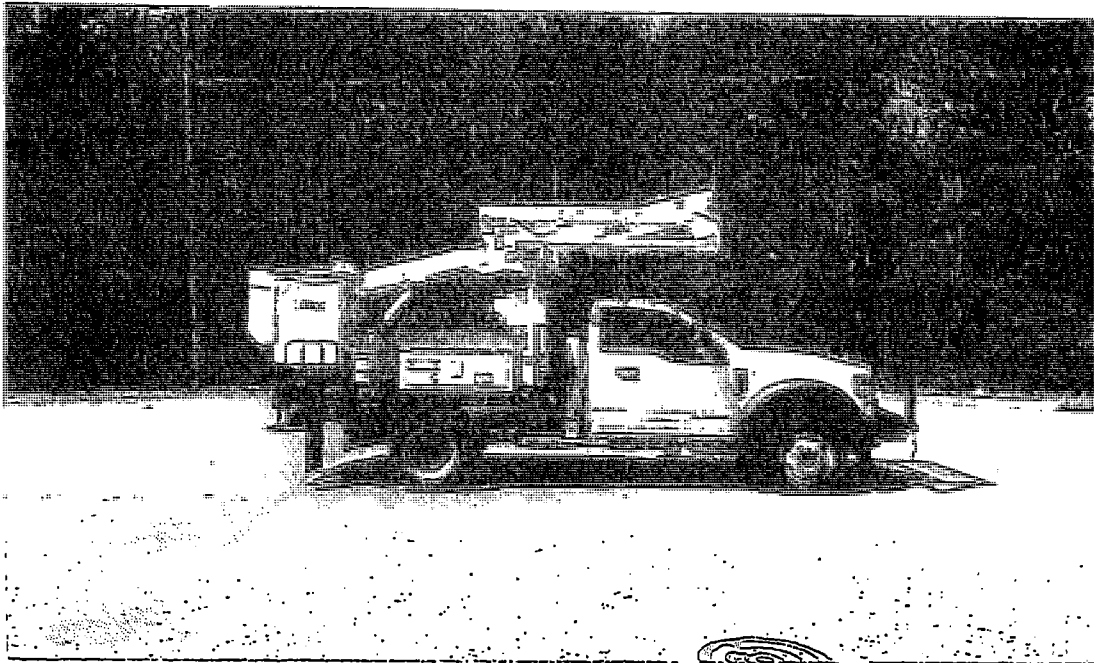
Curb-Side Front Corner View



Rear View



Curb-Side View (Compartments Closed)





Quote Number: 1194614 - 1

Altec, Inc.

May 20, 2022
Our 93rd Year

Ship To:

CLIFTON PARK HIGHWAY DEPARTMENT
639 CLIFTON PARK CENTER RD
CLIFTON PARK, NY 12065
US

Bill To:

CLIFTON PARK HIGHWAY DEPARTMENT
1 TOWNHALL PLAZA
CLIFTON PARK, NY 12065
United States

Attn:
Phone:
Email:

Altec Quotation Number: 1194614 - 1
Account Manager: Jack Robert Burns
Technical Sales Rep: Samantha Ashleigh Thompson

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	AT40G Unit Model	1
2.	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.	1
	A. ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted.	
	B. Hydraulic platform leveling system.	
	C. Hydraulic tool circuit at the platform.	
	D. Emergency lowering valve at the platform.	
	E. Single handle control at the platform with a safety interlock system.	
	F. Two (2) operators and maintenance/parts manuals.	
	G. Working height: 45.6 feet	
	H. Side reach: 29.7 feet	
	I. Low-power fiber-optic control system (FOC-L).	
	J. Continuous rotation	
3.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1
4.	Post style pedestal mounting	1
5.	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	1
6.	Platform Leveling At Lower Controls. AT40-G	1

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
7.	Two (2) Platform Steps	1
8.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1
9.	Platform liner for a 24 x 30 x 42 inch platform	1
10.	4-Function Single Handle Fiber-Optic Controller.	1
11.	Manual lowering valve located at the boom tip. For use in emergency situations to allow the operator to lower the boom to the ground	1
12.	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System (AT40G)	1
13.	Powder coat unit Altec White.	1
<u>Unit & Hydraulic Acc.</u>		
14.	HVI-22 Hydraulic Oil (Standard).	9
15.	Standard Pump For PTO	1
16.	Hot shift PTO for automatic transmission	1
<u>Body</u>		
17.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1
	A. Basic body fabricated from A40 grade 100% zinc alloy coated steel	
	B. All doors are full, double paneled, self-sealed with built-in drainage.	
	C. Stainless steel hinge rods extend full length of door.	
	D. Door hinges are zinc alloy material attached with rivets	
	E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.	
	F. Heavy-gauge welded steel frame construction with smooth galvanneal floor.	
	G. Possible contact edges are folded for safety.	
	H. Door header drip rail at top for maximum weather protection.	
	I. Neoprene or rolled fenders on wheel fender panels.	
	J. Steel treated for improved primer bond and rust resistance.	
	K. Automotive underseal applied to body.	
	L. Automotive type non-porous door seals fastened to the door facing.	
	M. 108 Inch Body Length	
	N. 40 Inch Body Height (Standard)	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
O.	94 Inch Body Width (Standard)	
P.	20 Inch Body Compartment Depth (Standard)	
Q.	8 Inch Body crossmembers (Standard)	
R.	No Treadplate On Compartment Tops	
S.	6 Inch tall wooden tailboard installed at the rear of body cargo area	
T.	Stainless Steel Rotary Paddle Latch With Lock (Standard)	
U.	Master Body Locking System (Standard)	
V.	One (1) wheel chock holder installed in fender panel on each side of body.	
W.	Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)	
X.	Chains On Horizontal Doors	
Y.	Hotstick shelf extending full length of body on Curbside.	
Z.	Drop-Down Hot Stick Door For One (1) Shelf (Right Side)	
AA.	Two (2) Hot Stick Brackets	
AB.	1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AC.	1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers	
AD.	Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks	
AE.	1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall	
AF.	1st Horizontal Curbside (RH) - Vacant	
AG.	Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AH.	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments	
AI.	38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.	

Body and Chassis Accessories

18.	ICC Underride Protection	1
19.	Combination 2 Inch Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1
20.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
21.	Rear Torsion Bar Installed On Chassis	1
22.	Appropriate counterweight added for stability.	1
23.	Platform Rest, Rigid with Rubber Tube	1
24.	Platform to be side stowed	1
25.	Boom Rest for a Telescopic Unit	1
26.	Mud Flaps With Altec Logo (Pair)	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
27.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
28.	Slope Indicator Assembly For Machine Without Outriggers	1
29.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1
30.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1
31.	Triangular Reflector Kit, Shipped Loose	1
32.	Vinyl manual pouch for storage of all operator and parts manuals	1
33.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1

Electrical Accessories

34.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
35.	Altec Standard Amber LED Strobe Light With Brush Guard Post Mounted On Streetside Front Compartment Top	1
36.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1
37.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
38.	Dodge Upfitter Switches (Supplied with Chassis)	1
39.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1
40.	Install secondary stowage system.	1
41.	PTO Indicator Light Installed In Cab	1

Finishing Details

42.	Powder Coat Unit Altec White	1
43.	Finish Paint Body Accessories Above Body Floor Altec White	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
44.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
45.	Apply Non-Skid Coating to all walking surfaces	1
46.	English Safety And Instructional Decals	1
47.	Vehicle Height Placard - Installed In Cab	1
48.	Placard, HVI-22 Hydraulic Oil	1
49.	Dielectric test unit according to ANSI requirements.	1
50.	Stability test unit according to ANSI requirements.	1
51.	Focus Factory Build	1
52.	Delivery Of Completed Unit	1
53.	Inbound Freight	1
54.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1
55.	Stock Unit	1

Chassis

56.	Altec Supplied Chassis	1
57.	Altec Stock Chassis	1
A.	2022 Model Year	
B.	Ram 5500	
C.	Class V (16,001-19,500 LBS)	
D.	Chassis Color - White	
E.	Regular Cab	
F.	4x2	
G.	60 Clear CA (Round To Next Whole Number)	
H.	144.5 Wheelbase	
I.	19,500 LBS GVWR	
J.	7,250 LBS Front Axle Rating	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
K.	13,500 LBS Rear Axle Rating	
L.	Cummins 6.7L Turbo Diesel (Dodge)	
M.	Aisin AS69RC Automatic Transmission (Dodge Chassis)	
N.	Dodge 3500-5500 Single Horizontal Right Side Exhaust	
O.	Cruise Control	
P.	LBN - Dodge PTO Prep Package (Right Hand Side PTO)	
Q.	4.88 Axle Ratio	
R.	No Idle Engine Shut-Down Required	
S.	Hydraulic Brakes	
T.	Park Brake In Rear Wheels	
U.	NFH - RAM 52 Gallon Fuel Tank (Rear)	
V.	RAM 9 Gallon DEF Tank (Under Cab Left Hand)	
W.	Ambulance Prep Package	
X.	Cold Weather Group (Includes Block Heater)	

Additional Pricing

58.	Stock Unit Price Including:	\$138,240
	<ul style="list-style-type: none"> • 2 Post Mounted LED Spot Lights • Delivery 	

OPTIONS:

- All Wheel Drive Additional \$5,606
- 5 Year Extended Warranty (Parts & Labor Only) Additional \$2,700

Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty

Altec Industries, Inc.

BY _____

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Samantha Ashleigh Thompson

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

6 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial

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purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - Customer Site

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: Based on stock availability months after receipt of order PROVIDING:

A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.

B. Customer approval drawings are returned by requested date.

C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

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- 15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 16 This quotation is valid until #EXPIRE_DATE#. After this date, please contact Altec Industries, Inc. for a possible extension.
- 17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
- 18 Please direct all questions to Jack Robert Burns at





Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Except as expressly agreed in the participating addendum or transaction document with the participating entity, all Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions for the direct purchase of new equipment or products must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Altec Industries, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

DocuSigned by:
Riley Browne
DDB79E9FF5034DA...
By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Altec Industries, Inc.
Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service
Address: 33 Inverness Center Pkw
Birmingham, AL 35242
Contact: Riley Browne
Email: riley.browne@altec.com
Phone: 205-408-2341
HST#:

Submission Details

Created On: Thursday September 16, 2021 15:53:03
Submitted On: Thursday November 04, 2021 12:46:34
Submitted By: Riley Browne
Email: riley.browne@altec.com
Transaction #: d9f5703c-9b11-4637-9a77-a68682d8b3ec
Submitter's IP Address: 209.149.164.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1288

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world.</p> <p>Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction.</p> <p>Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec.</p> <p>The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order):</p> <ul style="list-style-type: none"> - Customer first - Enjoyment of work - Family - Financial stability - Integrity - People are our greatest strength - Quality - Spiritual development - Teamwork
10	<p>What are your company's expectations in the event of an award?</p>	<p>We hope to further strengthen our relationships with Sourcwell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcwell and its members.</p>
11	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.</p>
12	<p>What is your US market share for the solutions that you are proposing?</p>	<p>We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.</p>
13	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Canada market share is approximately 20%.</p>
14	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, we have never petitioned for bankruptcy protection.</p>
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"</p>

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing).</p> <p>We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO.</p> <ul style="list-style-type: none"> • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. • Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. • Please see attached "Company Information - ISO Quality Certification" for more information <p>Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses</p> <p>Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program.</p> <p>ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program.</p> <p>Motor Vehicle Dealer Licenses in each state where applicable</p> <p>All of our facilities employ the Altec Production System which features the Kanban system of lean manufacturing.</p> <p>Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • Selected for Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Exelon companies. • 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. • Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Suny for 2017
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Texas Multiple Award Schedule (TXMAS): Over \$1MM Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Washington State Purchasing Cooperative: Over \$500K State of Ohio: Over \$500K</p>
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489
City of Lakeland (Member # 4862)	Dwayne Goostree	853-581-3443
City of Seattle (Member # 25215)	Guy Noren	206-684-0141
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over \$2M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcewell members of their benefits and usage. Altec's Sourcewell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.
27	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers. Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcewell members issue purchase orders directly to us. Our Sourcewell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our world wide operations. Customers are also currently able to request quotes via our website; www.altec.com . Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The Altec/Sourcwell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcwell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcwell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcwell Landing Page"</p> <p>Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcwell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's Internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool.</p> <p>From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases.</p> <p>From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence.</p> <p>We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.</p>
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Our experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcwell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information.</p> <p>Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions.</p> <p>Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<ul style="list-style-type: none"> - Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. - Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. - Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge - Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: <ul style="list-style-type: none"> o Insulating Aerial Device o Non-Insulating Aerial o Tree Care Aerial Device o Bucket Rescue o Digger Derrick o Backyard Digger o Crane o Wood Chipper <p>Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions.</p> <ul style="list-style-type: none"> - Other Altec Training options (additional costs apply): <ul style="list-style-type: none"> o Customized Altec equipment hydraulic maintenance training o International Fluid Power Society (IFPS) Certification training (testing provided by third party) o NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	<p>Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as:</p> <ul style="list-style-type: none"> - Fiber Optic Controls - Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) - Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) - JEMS (Jobsite Energy Management System) with its integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) - Advanced paint systems - And many other ways we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives:</p> <ul style="list-style-type: none"> - The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers - Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. - Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: <ul style="list-style-type: none"> o JEMS S o JEMS SE o JEMS LE - Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting, etc.). - Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. - Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/lepto/ for more information</p> <p>Industry Organizations affiliations:</p> <ul style="list-style-type: none"> - Calstart - Clean Cities

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives.</p> <p>Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law.</p> <p>Altec is a National Corporate Member of the Women's Business Enterprise National Council.</p> <p>As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response*
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response*
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: <ul style="list-style-type: none"> • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response "
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcwell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcwell Proposal". These rates are based on a credit rating of Bea or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p>
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcwell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcwell Proposal". These rates are based on a credit rating of Bea or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p>
58	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For equipment purchase prices:</p> <p>2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount from Contract Price 20+ Units: TBD at Time of Order</p> <p>Note: Units must be identical and ordered at the same time to qualify for quantity rebate.</p>
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcwell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.</p>
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.20 / mile for CONUS. Quotes would need to done for anything outside of the CONUS and will be priced at or below fair market value.</p>
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.</p>
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.</p>

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the Sourcewell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcewell quote in our system in order to receive Sourcewell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcewell, and compare the customers on this list with members listed on Sourcewell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell.</p> <p>Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using our Sourcewell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcewell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>We would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY.</p> <p>Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcewell Contract.</p> <p>We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response*
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include:</p> <ul style="list-style-type: none"> - Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) - Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) - Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' - Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) - Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) - Knuckle Boom Cranes mounted on chassis (light, medium and large) - Knuckle Boom Crane Mounted Grapple Saws mounted on chassis - Pressure Diggers mounted on chassis (digging depth from 10-22 ft) - Insulator Washers mounted on chassis and skids - Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) - Wood Chippers - Spray Equipment mounted on chassis - Spray Equipment mounted on skids - Service Bodies mounted on chassis (aluminum, fiberglass and steel) - Chip Dump Bodies mounted on chassis. - Pole Trailers - Tool Trailers - Crane Bodies mounted on chassis - Altec Capital Services - financing - Altec Service - maintenance and service work - JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment - Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks - Altec Supply - replacement parts and accessories - Altec Sentry - training <p>Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Altec Capital Services - financing - Altec Service - maintenance and service work - JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment - Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks - Altec Supply - replacement parts and accessories - Altec Sentry - training <p>Please and see attached file "Company Information - Altec Subsidiary Information".</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered*	Comments
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207'
71	Digger derricks, and cable placing, pulling, and tensioning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Pressure Diggers mounted on chassis (digging depth from 10-22 ft)
73	Utility locating equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Price Lists.zip - Thursday November 04, 011:8:47
- Financial Strength and Stability - Financial Strength and Stability.zip - Thursday November 04, 011:9:41
- Marketing Plan/Samples - Marketing Plan - Samples.zip - Thursday November 04, 011:3:
- M/E/M/E/S/E or related Certificates (optional)
- Warranty Information - Warranty - Documents.pdf - Thursday November 04, 011:3:56
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Thursday November 04, 011:35:18
- Upload Additional Document - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 011:35:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, Contract Specialist, Altec Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	<input checked="" type="checkbox"/>	1



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

MEMO

TO: The Clifton Park Town Board
CC: Ellen Martin, Deputy Highway Superintendent; Mark Heggen, Comptroller
FROM: Dahn S. Bull, Highway Superintendent
Date: October 5, 2022
RE: 2023 Budget Memo

On Friday, September 9 2022, the Tentative Budget was handed in to the Supervisors Office. Below are initiatives and purchases I would like to discuss with the Town Board. Whether approved for 2023 or sought after in the future, I believe the below items are important to ensuring our Highway Department remains functional and ready for future projects and emergencies.

Proposals for Town Board Consideration

Insurance Funds – Engineering for New Garage

We are at the end of our negotiations with the insurance company (Attachment 1). In a memo distributed to the town board earlier this week, Amsure and Selective have worked with us to come to some payments for engineering costs of a new facility. If the resolution is passed Tuesday, October 11, we will have \$118,466.53 towards the cost of engineering for the new garage. We are looking to work with Prime AE Engineering on this project as they have recently finished a similar project for the Buildings and Grounds Department.

DA Equipment Line – Hold at Proposed \$225,000.00 - Several purchases

New Light Duty Dump – Unit 54 (1993) has frame rot and high miles. We use this truck to get into tight spots to dump materials. We are looking at a single cab Dodge, with a dump body. This unit would be about \$50,000.00

Unit 47 – This is our current bucket truck (1994) (Attachment 2). Unfortunately, now, it is non-functioning due to the fact that the parts for the aerial arms are no longer made for this model. This vehicle does work for both Highway Department and the Buildings and Grounds Department. With Buildings and Grounds, we would like to purchase a new bucket truck, with a longer arm, but a light duty truck frame, so we can share the equipment to maintain our streets, paths, trails, and parks. This vehicle would be roughly \$152,466.00.

New Unit 11 – We are seeking a medium duty crew cab like the current Unit 11 (attachment 3). It is an International MV. We are working with the New York State Department of Transportation and CHIPs funds to purchase this vehicle. This vehicle would be roughly \$115,000.00.

Roller – With the increased number of paving operations we are performing, we need a larger roller (Attachment 4). We currently have a 1-ton roller. The new roller would be a 2.5 ton. This would cost roughly \$47,000.00. We are waiting on confirmation from the NYSDOT, but this piece could possibly be purchased off the DOT CHIPs program.

Air Compressor – We lost an air compressor in the fire in 2021. We have been using our other air compressor, but it is the older of the two. Air compressors are used for a variety of practices including catch basin repair, road cutting and pneumatic tool use on the road.

Large Snowblower Attachment – As we continue to build additional sidewalks and trails, it places more strain on our snowblowers. We will need a new snowblower before the end of this season. Matthew Farnsworth is working on getting quotes for these.

Plow Trucks

Last year we made very important investments in ordering six new plow trucks. Of our 25 plow routes, if we replace one truck a year, we will have these trucks for a quarter of a century. While the new trucks are replacing our oldest vehicles in the fleet, our 67-70 and 8-9 series are approaching the 20-year mark. These will be the next to be replaced. On top of that, we are accepting

four new neighborhoods this year. As we begin taking responsibility for the streets and neighborhoods dedicated to the town, our miles of road increase. This leads to increased time it takes to plow and salt, adding additional stresses on aging vehicles. In 2023, we should consider another two plow truck purchases. This would be in the form of One Development Truck and one Tandem truck.

Employees – Total Number of Employees

I am committed to currently maintaining the total number of employees. If retirements occur during the year, I will lead a search for a qualified candidate to replace retirements. We are in a crunch as of late with CDL drivers. With the crushing federal regulations and new state mandates, it will be difficult to find candidates for MEO positions. In the past, when an employee was willing to expand their license or attain a CDL, it was a simple written test and driving test. Now, federal regulations require theoretical training, permit tests and driving tests from specified, State-approved teaching centers. This has already caused a vacuum nationwide for CDL Drivers and has driven up salaries and hourly rates for drivers making our positions less competitive. In the foreseeable future we will need to work on a training program for employees.

There is the potential for a Working Supervisor Promotion, which would bring out current on-the-road supervisors from two to three. Richard Counterline will be retiring December 2, 2022, and he is being replaced as Inventory Specialist by Matt Farnsworth. We are currently assessing potential leaders in our team for Working Supervisor; thus the promotion would be internal.

CDL Licensing and Training - \$12,000.00

We currently have several individuals interested in earning their CDL B and CDL A licenses. We are in dire need of CDL A drivers and we can always use CDL B drivers. These licenses are necessary to operate our Plow Trucks while CDL A's are required for operating our trucks with trailers. As mentioned above, we will need to be sending our employees to federally and state mandated schools from now on to obtain their CDL. With at least three candidates in house that are interested, courses would be around \$3,000.00 (attachment 5) and we are currently getting information and availability from the CDL School in Albany as well as the Saratoga County BOCES program. This would also incur time off during the workday for courses, training and test taking.

Completed By:

Dahn S. Bull
Superintendent of Highways

James M. Ryan
Highway Maintenance Supervisor

Stan J. Rusinovich
Assistant Maintenance Supervisor

Resolution 3

Resolution No. of 2023, a resolution to set and approve the offer of just compensation to property owners adjacent to the Route 146 Trail Extension project.

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

WHEREAS, by Resolution No. 22 of 2022, the Town Board authorized the Supervisor to execute a grant contract with New York State Department of Environmental Conservation for partial funding of a project to construct a sidewalk along the North side of NYS Route 146, from Northcrest Drive to Maxwell Drive, in the Exit 9 area of the Town, under the “Climate Smart Communities Grant Program,” and

WHEREAS, by Resolution No. 43 of 2022, the Town Board authorized a Design contract with MJ Engineering, and authorized the Comptroller to creation a capital projects budget for the project, and

WHEREAS, by Resolution No. 2 of 2019, the Town authorized a professional services agreement with MJ Engineering for preliminary design work, with subsequent approvals for more advanced engineering design for a pedestrian improvement project to construct a multi-use trail and

WHEREAS, MJ Engineering has contracted with Greenman-Pederson, Inc (GPI).to evaluate the value of real property rights needed to advance the project, if any, and

WHEREAS, GPI has determined that certain temporary and permanent acquisitions are needed to advance the project and recommends just compensation amounts for (5) properties along the proposed route, including one interest in Fee simple. As outlined in e-correspondence from ROW Specialist Kimberly Dempsey, attached, now be it

RESOLVED, that the Town Board approves the acquisition of the property interests as listed in the attached just compensation letters from GPI and authorizes the Supervisor to sign the attached offers to the listed property owners for the project, with funds from H62-07629-00200 (Capital Projects Route 146 Sidewalk – Trails – Equipment) to offset costs of acquisition.

Memo

To: Town Attorney Tom McCarthy
From: John Scavo and Jen Viggiani, Planning Department
Re: **Request for Town Attorney Review and Preparation for a Town Board Resolution to authorize Just Compensation for ROW Acquisition**

DEC01-C00592GG Town of Clifton Park Route 146 Sidewalk Extension

Date: Dec. 5, 2022

For your review, please find a Just Compensation package from MJ Engineering and its subconsultant GPI for your review concerning ROW acquisition for the Town of Clifton Park Route 146 Sidewalk Extension. The project extent is along the north side of Route 146, from Northcrest Drive to Maxwell Drive. If your review finds this Just Compensation package to be acceptable, we will proceed to request that the Town Board authorize the Town Supervisor to sign the recommendations for the just compensation amounts for each of the properties identified per the November 28, 2022 letter to Mr. John Scavo.

A total of four (4) different property owners are involved for this project. All the property owners have been contacted initially by Kimberly Dempsey, Right of Way Specialist, of GPI. There are two (2) locations where a small portion of land is needed for FEE acquisition. The remainder of the locations are for Temporary Easements during construction. The portions of lands needed range from 259 square feet up to 2,051 square feet (all less than 1/10 of an acre).

The total value estimated for ROW Just Compensation for the complete group of properties involved is \$9,700 for the five (5) tax parcels involved, at each properties' highest approved appraisal amount. Attached please find for your review:

- A Letter from Kimberly Dempsey, GPI to John Scavo, dated November 28, 2022 with "highest approved appraisal amount" identified, with a section for the Sponsor's Just Compensation Amount to be written in; and the attached appraisal package from GPI, per each property owner involved, with Appraisal Reports & Appraisal Review Reports, provided.

The Town of Clifton Park Route 146 Sidewalk Extension project is progressing through the right-of-way phase, with the town's consultants having identified all the needed land needed permanently for the trail construction (and to be acquired as "FEE") and also some additional land needed for just the duration of the construction activities (to be acquired as "TEMPORARY EASEMENTS"). MJ Engineering worked out the preliminary design and layout of the trail to minimize impacts to landowners, and worked closely with the right-of-way services team at GPI, to identify the properties.

No cost extension.

Thank you.

Map No.	Parcel No.	Tax Map Parcel ID #	Parcel Address	PROPERTY OWNER / PAYEE	TYPE OF ACQUISITION	Area Identified to be Acquired in Temporary or Fee Easement at Time of Appraisal	Value at Appraisal Report	Actual Area to be Acquired in Temporary or Fee Easement / Value at Appraisal Review	Value at Appraisal Review Report Date	Highest Approved Appraisal Amount	Sponsor's Just Compensation	TB Authorization	
1	1	271.12-1-32	4 Northcast Drive	Princes of Peace Lutheran Church <i>(report contact is Jim Golemeau, PE)</i>	TE	8763 sf	\$ 500.00	8763 sf	\$ 500.00	\$ 500.00			
	2,3	271.12-1-24	873 Route 146	Jeff & Nancy Starr*	TE	1,1893 sf	\$ 900.00	2,0511sf	\$ 1,500.00	\$ 4,800.00			
5,6	5,6	271.12-1-22	2 Crestmont Drive	863 Route 146, LLC <i>(Property 1)</i>	TE	7982 sf	\$ 600.00	7982 sf	\$ 600.00				
					FEE	2591 sf	\$ 2,100.00	2591 sf	\$ 2,100.00	\$ 2,700.00			
6	7	271.00-3-23	863 Route 146	863 Route 146, LLC <i>(for Property 2)</i>	TE	9782 sf	\$ 700.00	9782 sf & trees#2 removal site	\$ 1,200.00	\$ 1,200.00			
7	8	271.00-3-24	863 Route 146	Ronald G. Rayher	TE	7172 sf	\$ 500.00	7172 sf	\$ 500.00	\$ 500.00			
TOTAL =											\$ 9,700.00	\$ 9,700.00	

as of 11/30/2022



November 28, 2022

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

Re: **NY Route 146 Sidewalks | DEC01-C00592GG**
Town of Clifton Park, Saratoga County | Just Compensation

Dear Mr. Scavo,

Enclosed is one copy each of the individual property appraisals and the property appraisal review documents for the following real property acquisitions:

Map No.	Parcel No.	Tax ID No.	Acquisition Type(s)	Property Owner	Highest Approved Appraisal Amount	Sponsor's Just Compensation
1	1	271.11-1-32	TE	Prince of Peace Lutheran Church	\$500.00	\$ 500.00/100
2, 3	2, 3	271.12-1-24	FEE & TE	Jeff & Nancy Starr	\$4,800.00	\$4,800.00/100
5	5, 6	271.12-1-22	FEE	863 Route 146, LLC	\$2,700.00	\$ 2,700.00/100
6	7	271.00-3-23	TE	863 Route 146, LLC	\$1,200.00	\$ 1,200.00/100
7	8	271.00-3-24	TE	Ronald G. Rayher ¹	\$500.00	\$ 500.00/100

Based on the data provided in the appraisal reports and the appraisal reviews, the acquiring agency must establish the amount of just compensation for the acquisitions for the above referenced properties. The amount is based on highest approved appraisal amount, plus any other possible special circumstances pertaining to each individual acquisition. In no event shall the just compensation amount be less than the highest approved appraisal (NYS EDPL, Article 3, Sec. 303).

Please indicate the Town's just compensation determination for each property by completing the last column "Sponsor's Just Compensation" along with providing a copy of the meeting minutes or resolution, if available, along with signing this letter below and returning to the address in the letterhead.

Please refrain from publicizing just compensation amounts until the property owners are officially notified.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,
Greenman-Pedersen, Inc.

Kimberly Dempsey
Right of Way Specialist

I hereby agree with the just compensation amount for the acquisition of the real property interest as stated above.

Date: _____

Signature: _____

Town of Clifton Park

Name: _____

Title: _____

¹ Tax map parcel 271.00-3-24 has a judgement lien in addition to delinquent taxes. Because the Town is only acquiring a possessory interest, and not an ownership interest in the property, its TE should be unaffected by the back taxes. However, if the property is sold in a tax foreclosure, it is questionable whether the new owner would be bound by the TE. Any foreclosure is unlikely to be completed by the time this project is expected to be completed.

APPRAISAL

Ronald G. Rayher
865 Route 146, Clifton Park, NY

Tax Map No. 271.-3-24
Map 7 | Parcel 8

Temporary Easement: **717 sf +/-**

NY Route 146 Sidewalks

DEC01-C00592GG

SUMMARY OF IMPORTANT CONCLUSIONS

Report Type	Appraisal Report (in "Value Finding/Limited Appraisal Report" Format)
Location of Property	865 Route 146, Clifton Park, NY
Type/Use of Property	Commercial (i.e. <i>Clifton Chiropractic & Wellness Center</i>)
Total Land Area	32,046-sf (0.74-acres)
Building Improvements	One-story commercial building
Highest and Best Use-Before	Commercial (i.e. <i>Clifton Chiropractic & Wellness Center</i>)
Highest and Best Use-After	Commercial (i.e. <i>Clifton Chiropractic & Wellness Center</i>)
Improvements to be Appraised	No buildings are appraised. Only the land and site improvements acquired are appraised in this analysis.
Land Assessment	\$149,600
Total Assessment	\$178,900
Equalized Value	\$388,913
Zoning	B-1: Business Non Retail
Flood Zone	Zone X
Client/Intended User	GPI & the responsible Town of Clifton Park project officials
Purpose/Intended Use	Assist the parties involved in negotiating and ascertaining compensation
Defined Value	Market value
Interests Appraised	Fee simple and temporary easement
Hypothetical Condition	None
Extraordinary Assumptions	Yes. See definition on page 4.
Effective Date of Appraisal	October 19, 2022
Date of Preparation	October 24, 2022
Property Inspection	October 19, 2022
Marketing/Exposure Period	One year

Valuation Summary:

Before Value	\$224,000
After Value	\$224,000

Appraised Compensation:

Direct Damages	\$0
Indirect Damages	\$0
Total Damages	\$0
Plus: Temporary Easement	<u>+ \$500</u>
Total Compensation	\$500

Extraordinary Assumption: An extraordinary assumption is that there are no unexpected or unanticipated construction features. The above extraordinary assumptions might have affected the assignment results. A **specific extraordinary assumption** is that the temporary easement area, if any, is exercisable during the project construction and terminates by specific date or on the approval of the completed work or by other means and the temporary easement area will be re-established. In any event, it is assumed that the temporary easement area will be unaffected or re-established in-kind and will be for a term of 1-year. The above extraordinary assumptions might have affected the assignment results.

Definitions: Detailed below are key definitions for this analysis.

Market value is defined as “the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale”².

Fee simple estate is defined as “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat”³.

Easement is defined as “The right to use another’s land for a stated purpose.”⁴

Permanent easement is defined as “An easement that lasts forever.”⁵

Temporary easement is defined as “An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.”⁶

Contributory value is defined as “The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component.”⁷

² Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 142.

³ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 90.

⁴ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 71.

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 170.

⁶ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 231.

⁷ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 50.

Labor Force: Unemployment, Labor Force and Employed statistics obtained from the NYS Department of Labor for subject's general market is tabulated below. The County's total employed workforce has increased +0.4% per year during the past 6-years.

<i>Unemployment Rate</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	3.9%	3.5%	3.2%	6.4%	3.8%	2.8%
NY State	4.6%	4.1%	3.8%	9.9%	6.9%	4.9%

<i>Total Labor Workforce</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	120,500	121,700	122,200	121,400	119,300	121,700

<i>Employed Workforce</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	115,700	117,400	118,200	113,600	114,800	118,200

Area Zoning: Subject and surrounding properties along Route 146 are zoned a variety of commercial districts. Subject property conforms to zoning and surrounding properties.

Marketing Period: Marketing period is defined as the time frame after the date of valuation, looking forward in time, as to how long a property would require exposure in order to find a buyer. There is adequate data available to determine a marketing period for subject. Real estate professionals and neighborhood observation indicate that the market is steady with modest activity. Given current market conditions, it is my opinion that the marketing period for subject would be one year.

Median Sales Price Analysis: An analysis of the County's home sale prices has been analyzed with the results charted below. The data implies an increase of +3.0% per year since 2011.

<i>Saratoga County</i>	<i>Number of Sales</i>	<i>Median Sale Price</i>	<i>Annual Change</i>
2011	1,992	\$247,500	-
2012	2,326	\$252,000	+1.8%
2013	2,669	\$262,500	+4.2%
2014	2,640	\$259,900	-1.0%
2015	2,786	\$269,000	+3.5%
2016	3,046	\$269,500	+0.2%
2017	3,023	\$282,500	+4.8%
2018	2,963	\$290,000	+2.7%
2019	2,957	\$294,900	+1.7%
2020	3,225	\$306,000	+3.8%
2021	3,524	\$331,196	+8.2%

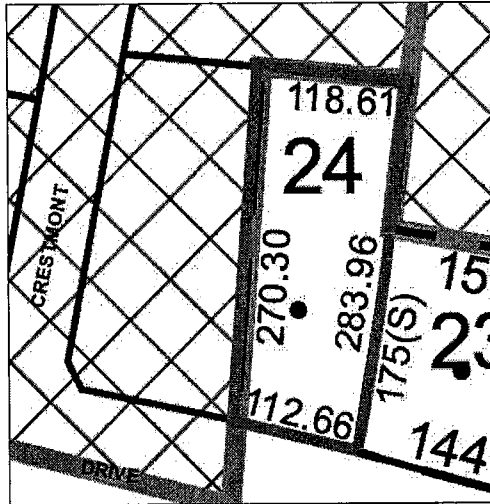
Equalization Rate Analysis: New York State publishes equalization rates annually for its cities and towns. These rates are a measure of the relationship between assessed value and market value. Annual changes in these rates can sometimes be used to identify trends in property values. A review of equalization rates over the past few years suggests an increase in values of +4.5% per year for the Town of Clifton Park. Note, a decrease in the rate reflects an increase in value.

<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2017-2022</i>
58.00%	56.00%	53.00%	51.00%	51.00%	46.00%	+4.5%/year

ASSESSED VALUE AND TAXES

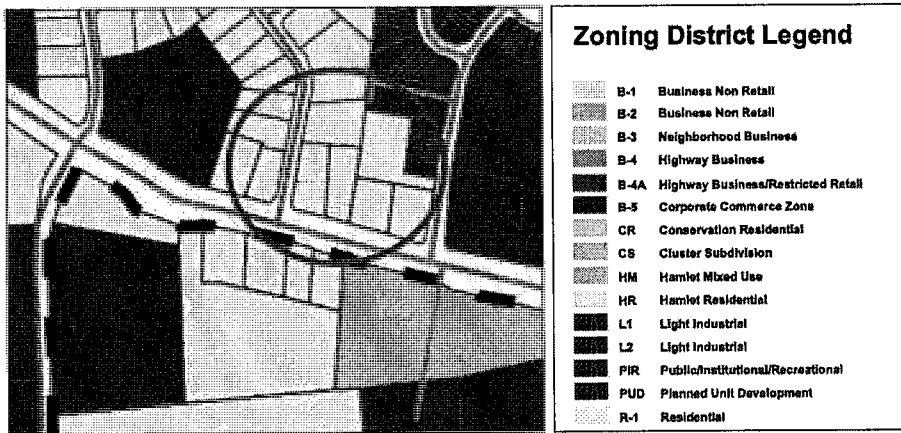
Subject's tax map number, assessment and total equalized value are shown below. The equalization rate for 2022 is 46.00%. A copy of the tax map is shown below with subject property outlined in red.

<i>Tax Map No.</i>	<i>Land Assessment</i>	<i>Total Assessment</i>	<i>Equalized Value</i>
271.00-3-24	\$149,600	\$178,900	\$388,913



ZONING

Zoning: Subject is zoned B-1: Business Non Retail. Subject is legal non-conforming use (minimum lot size deficiency), but conforms to surrounding properties. This zone is intended to promote business related uses in compatibility to surrounding uses. Density regulations, a copy of the zoning map, and corresponding legend are shown below with subject property encircled in red.



<i>Zoning District</i>	<i>Minimum Lot Size</i>	<i>Minimum Front Yard</i>	<i>Minimum Side Yard</i>	<i>Minimum Rear Yard</i>	<i>Maximum Lot Coverage</i>
B-1	40,000-sf	27'	25'	25'	50%

Flood Insurance Rate Map: Subject is in Flood Zone X, according to Flood Insurance Rate Map 36091C0660E. Zone X denotes the least degree of hazard and flood insurance is not required within this zone. Flood insurance is not required for improvements located within this designation.

HIGHEST AND BEST USE

Considering subject's current use, zoning, physical characteristics and legal restrictions, subject's *Highest and Best Use as if Vacant* is commercial development. The *Highest and Best Use as Improved* is its existing use that of a commercial use (i.e. *doctor's office*).

VALUATION METHODOLOGY

Three standard valuation approaches are considered in estimating subject's value. The sales comparison is used in this analysis. As previously noted, the cost and income capitalization approaches are not used in this analysis. However, the cost approach is applied to estimate contributory value (if any) of the site improvements acquired by the acquisition. Cost information was obtained from the *Marshall & Swift Valuation Services*.

SALES COMPARISON APPROACH - Before Appraisal

Land Valuation: Sales 1, 2, 3, 4 and 5 are used in estimating land value. A description of each comparable and a map depicting their location are included in the Appendix.

Land Value - Conclusion: Prior to adjustments, comparables indicated a unit price range of \$3.45 to \$10.71/sf. The midpoint, median and mean of these comparables, after adjustments, are \$7.38, \$6.29 and \$7.08/sf, respectively. It is our opinion that the market indicates a unit value for subject's land of **\$7.00/sf** and for subject's 32,046-sf, a "before appraisal" land value of \$224,322, or say, **\$224,000**.

Site Improvements Acquired- Conclusion: We assumed that all or any signage, public utilities, like-grade, topography will be worked around or relocated, reconnected or replaced in kind.

<i>Site Improvements</i>	<i>Cost New</i>	<i>Contributory Value</i>
None =	-	\$0
Total Site Improvements =		\$0
Land Value =		\$224,000
Total Land and Site Improvements - Before =		\$224,000

RECONCILIATION AND FINAL ESTIMATE - Before Value

In this section, the entire appraisal is reexamined to confirm consistent use of all available data, to reassess all logic applied, and to conclude to the applicability of all approaches and techniques used to derive value. The **sales comparison approach** indicates a total land value of **\$224,000**. The cost approach was applied to estimate the contributory value of subject's site improvements to be acquired. The contributory value of the site improvements acquired is estimated at **\$0**. Therefore, the total before value is **\$224,000**.

SALES COMPARISON APPROACH - After Appraisal

Land Valuation-Remaining Property: Other than the reduction in land rights, the property remains physically the same after the acquisition. The highest and best use of subject in the *Before Appraisal* remains the same for the *After Appraisal*.

Land Valuation-Conclusion: Examination of the comparables reveals nothing to indicate a change in the unit value as estimated in the *Before Appraisal*. Therefore, it is our opinion that the market value after the acquisition of the subject property is as follows.

Fee ownership: 32,046-sf at \$7.00/sf = \$224,322, or say,	\$224,000
---	------------------

Site Improvements Conclusion: No site improvements appraised in the “after appraisal”, hence the value is \$0.

Reconciliation and Final Value - After Value: \$224,000

ALLOCATION OF VALUE BEFORE AND AFTER TAKING

Allocation of Value Before and After Taking			
	<i>Before Value</i>	<i>After Value</i>	<i>Difference</i>
Land	\$224,000	\$224,000	\$0
Site Improvements	\$0	\$0	\$0
Totals =	\$224,000	\$224,000	\$0
Analysis of Damages			
	<i>Acquired-Direct</i>	<i>Acquired-Indirect</i>	
Land	\$0	\$0	
Site Improvements	\$0	\$0	
Totals =	\$0	\$0	
Allocation of Damages			
Direct:	Land: None =		\$0
	Site Improvements: None =		\$0
		Total Direct =	\$0
Indirect:	None =	Total Indirect =	\$0
		Total Damages =	\$0
Temporary Easement:	Land: Map 7, Parcel 8 (Temporary Easement Acquisition): 717-sf at \$7.00/sf = \$5,019 x 10% x 1-year = \$502, or say,		\$500
		Appraised Compensation =	\$500

Underlying Assumptions and Limiting Conditions

- No survey of the property has been made and no responsibility is assumed in connection with such matters. All engineering is assumed to be correct. Any maps, plats, plot plans, drawings and/or exhibits reproduced and included in this report are intended only for the purpose of showing spatial relationships and to assist the reader in visualizing the property unless otherwise stated. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern about boundaries, setbacks, encroachments, or other survey matters.
- No responsibility is assumed for matters of a legal nature that affects title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments unless otherwise stated. We are not usually provided an abstract of the property being appraised and we are not qualified to render any legal opinion concerning such a document.
- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal by the appraiser.
- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined, and considered in the appraisal report. Information and analysis shown in this report concerning these items are based on a reasonable investigation, but any significant question should be addressed to local zoning or land use officials and/or an attorney.
- It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based unless otherwise stated. This includes permits to emit any regulated substances into the air or water or onto or into the ground. Appropriate government officials and/or an attorney should be consulted if an interested party has any questions or concerns on these items since we have not made a comprehensive examination of laws and regulations affecting the subject property.
- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- The information furnished by others is believed to be reliable but its accuracy is not warranted.
- Portions of the United States are considered to be located within a designated earthquake hazard zone. Such classification, if present in subject case, may be shared by the comparables considered in this appraisal, and would be reflected in any impact on value.
- Wells and septic systems, if any, are assumed to be in good working condition and of sufficient size and capacity for the stated highest and best use unless otherwise stated.
- I am not an environmental expert, and do not have the expertise necessary to determine the existence of environmental hazards including but not limited to mechanical equipment or structures, or presence of chemical or toxic substances, urea-formaldehyde foam insulation, toxic or hazardous waste, asbestos or hazardous building materials, polychlorinated biphenyls, petroleum leakage, fire-retardant-treated substances (FRT), lead-contaminated plumbing, soil and subsoil contamination, groundwater contamination, agricultural chemicals, electro-magnetic fields (EMFs), radon or other indoor air contamination which may or may not be present on the property, or other environmental hazards or conditions on the subject or surrounding properties. None were called to my attention nor did we become aware of such during the inspection unless so stated. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. Non-disclosure should not be taken as an indication that such a problem does not exist,

NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
PIN N/A

MAP NO. 7
PARCEL NO. 8
SHEET 3 OF 3 SHEETS

The above mentioned survey baseline is a portion of the 2017 survey baseline for the New York State Route 146 sidewalk project, and is described as follows:

Beginning at Station 20+00.00; thence South 74°08'24" East to Station 30+61.04.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this is an accurate description and map made from an accurate survey. Prepared under my direction.

Date: _____ 2022
M.J. Engineering and Land Surveying, P.C.

Joseph G. Malinowski - Land Surveyor
P.L.S. No. 050314

TOWN OF CLIFTON PARK
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
NEW YORK STATE ROUTE 146 SIDEWALK PROJECT

Map No. 7
Parcel No. 8

RONALD G. RAYHER
(REPUTED OWNER)

PREPARED BY R. DIEM CHECKED BY J. QUINN FINAL CHECK BY J. MALINOWSKI

FILE NAME = G:\MAPPING\Town of Clifton Park Route 146 Sidewalk\050314\Map 03.dwg



L.O.C.: NYS Route 146
Subject: Acquisition

Photo By: E. Stropp

D.O.S.: W
Photo Date: 10-19-22

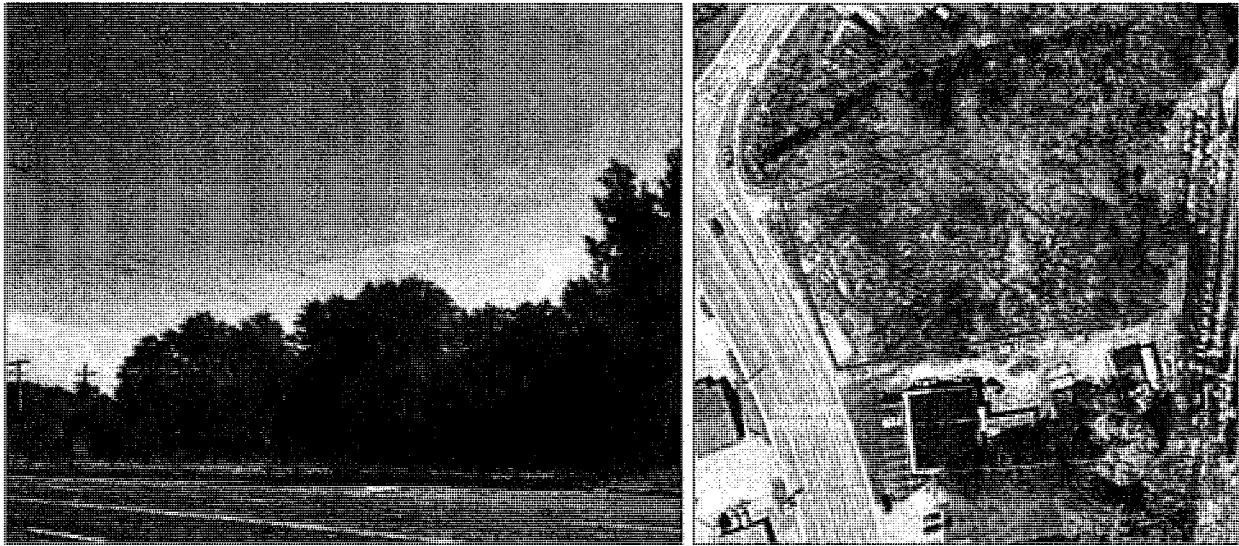


L.O.C.: NYS Route 146
Subject: Neighborhood – NYS Route 146

Photo By: E. Stropp

D.O.S.: E
Photo Date: 10-19-22

Sale 1



Freemans Bridge Road, Glenville, Schenectady County, NY

Factual & Sales Data

Sales Price	\$120,000	Property Type	Commercial vacant land
Unit Price	\$3.45/sf	Property Code	330
Tax Map Number	30.19-1-29.1	Rights Conveyed	Fee simple
Land Size	34,776-sf	Financing Terms	Market
Frontage	156'	Conditions of Sale	Market
Access	1-Street	Sale Date	9-11-20
Shape	Slightly irregular	Recorded Date	10-8-20
Topography	Level	Seller	Nelson Family Trust
Utilities	All municipal	Buyer	P&J Glenville, Inc.
Water Features	Small creek	Book & Page	2043 & 48
Improvements	None	Prior Sales	None in past 5-years
Zoning	Freemans Bridge Road Corridor District		
Verified By	Richard J. Stropp on 8-8-22		
Verified With	Inspection, Deed, ORPTS, Image Mate Online & buyer's attorney Marybeth Slevin		
Photo By & Date	Chadik J. Stropp on 8-4-22		
Cross Street	South of Maple Avenue		
Neighborhood	Mixture of commercial and residential		
Comments	Traffic counts along Freemans Bridge Road are 12,163 cars per day. The adjoining property to the south has an address of 38 Freemans Bridge Road.		

Sale 3

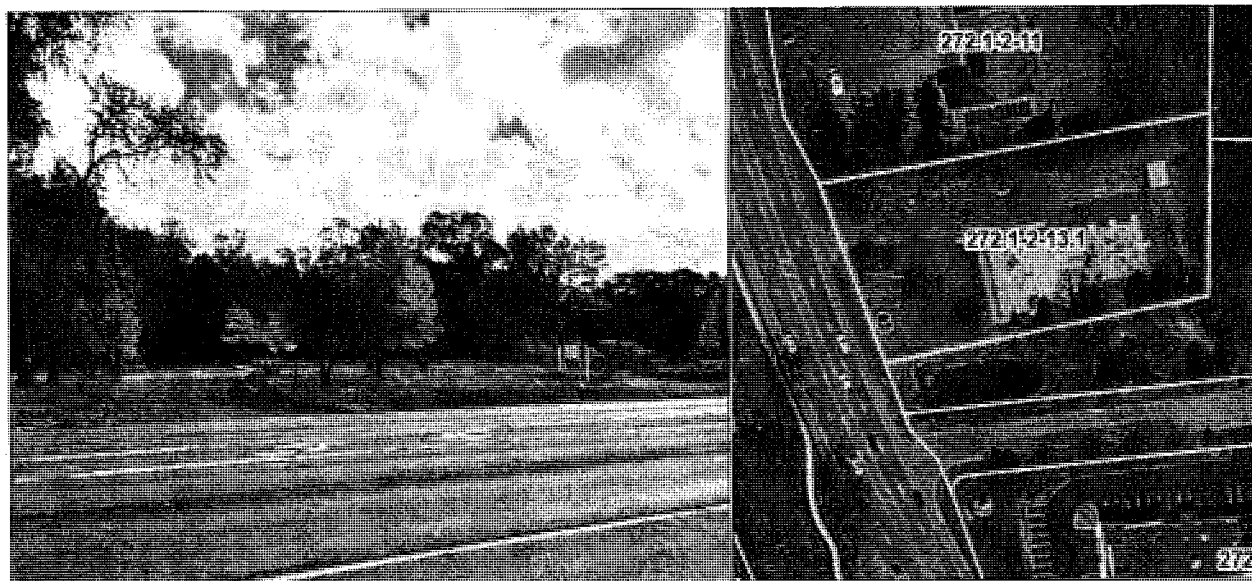


2044 Central Avenue, Colonie, Albany County, NY

Factual & Sales Data

Sales Price	\$210,000	Property Type	Commercial vacant land
Unit Price	\$5.61/sf	Property Code	330
Tax Map Number	17.17-1-12	Rights Conveyed	Fee simple
Land Size	37,462-sf	Financing Terms	Market
Frontage	250', 150' & 150'	Conditions of Sale	Market
Access	3-Streets	Sale Date	2-12-20
Shape	Rectangular	Recorded Date	3-18-20
Topography	Level	Seller	Tyree Land Development, LLC
Utilities	All municipal	Buyer	Sam Petroleum, INC.
Water Features	None	Instrument Number	R2020-6019
Improvements	None	Prior Sales	None in past 5-years
Zoning	(COR) Commercial Office Residential District		
Verified By	Richard J. Stropp on 4-28-22		
Verified With	Inspection, Deed, Image Mate Online, ORPTS and buyer's attorney Kenneth P. Litz		
Photo By & Date	Chadik J. Stropp on 5-6-22		
Cross Street	Southwest corner Central Avenue and Alta Road and the northwest corner Central Avenue and Marjorie Road		
Neighborhood Comments	Mixture of residential, commercial and industrial Since transfer a mini-mart with gas sales was built. Traffic counts are 23,114 cars per day along Central Avenue		

Sale 5



1739 US Route 9, Clifton Park, Saratoga County, NY

Factual & Sales Data			
Sales Price	\$565,000	Property Type	Vacant commercial land
Unit Price	\$10.72/sf	Property Code	330
Tax Map Number	272.1-2-13.1	Rights Conveyed	Fee simple
Land Size	1.21-acres (52,708-sf)	Financing Terms	Market
Frontage	171'	Conditions of Sale	Market
Access	Along frontage	Sale Date	3-29-22
Shape	Regular	Recorded Date	5-13-22
Topography	Level	Seller	Northway Romp Station LLC
Utilities	All Public	Buyer	Alda Enterprises of Albany LLC
Water Features	None	Book & Page	2022 & 16651
Improvements	Not significant (foundation)	Prior Sales	None in the past 5-years
Zoning	B-4A: Highway Business/Restricted Retail		
Verified By	Eriksen E. Stropp on 10-6-22		
Verified With	Inspection, Deed, Image Mate Online, ORPTS and buyer's attorney (David Green) 518-441-4307		
Photo By & Date	Eriksen E. Stropp on 10-19-22		
Cross Street	Immediately north of Chelsea Place		
Neighborhood	Commercial corridor		
Comments	Traffic counts along this section of Route 9 are 15,835 cars per day. There is reminiscence of a former foundation along with some asphalt driveway. These improvements have an estimated contributory value of \$10,000 or \$0.19/sf.		

ERIKSEN E. STROPP, MAI

Stropp Appraisal – Real Estate Appraisal & Consulting

9535 Money Road, Brewerton, NY 13029

Work: 315-668-5090 · www.stroppappraisal.com · estropp@twcnny.rr.com

Employment History

2009-Current President - Stropp Appraisal
1993-2009: Vice President - Pomeroy Appraisal Associates, Inc.
1986-1993: Staff Appraiser - Pomeroy Appraisal Associates, Inc.

Professional Designations

MAI Appraisal Designation #11568

Member, Appraisal Institute (MAI) designation is awarded by the Appraisal Institute to those who have an advanced level of expertise and experience in the valuation of commercial, industrial, residential, and other types of properties, are technically trained, have passed a rigid examination and subscribe to a high code of ethics.

Education

Clark University, Worcester, MA - BA Economics

Appraisal Specific Education – Last 10 Years

2013- Business Practices and Ethics	2018- Valuation Resources for Photovoltaic Systems
2013- USPAP Course (2013-2014)	2018- Property Values Affected by Property Taxes
2013- Case Studies in Upstate New York	2019- Case Studies in Upstate New York
2013- Valuation of Cell Towers	2019- Property Values Affected by Property Taxes
2013- Mineral Rights Valuation Part II	2019- Valuation for Solar Photovoltaic Systems
2014- USPAP Course (2014-2015)	2020- USPAP Course (2020-2021)
2015- Analyzing Operating Expenses	2020- USPAP and the Yellow Book
2015- Case Studies in Upstate New York	2020- Valuation Impacts of COVID-19
2016- Right of Way Valuation & Management	2021- USPAP Course (2021-2022)
2017- USPAP Course (2017-2018)	2021- Case Studies in Upstate New York
2018- Business Practices and Ethics	2022- Introduction to Fair Housing & Fair Lending

Professional Affiliation

Appraisal Institute (1992-Present) - Associate Member/MAI
Chairman (2002 & 2003) - Appraisal Institute, Upstate NY Chapter - Syracuse Branch
Board of Directors (2003-2005) - Appraisal Institute, Upstate NY Chapter
International Right-of-Way Association - (2013 Empire State Chapter- President and International Director)
International Right-of-Way Association - (2014-2017 Empire State Chapter-Treasurer)

Licenses

NYS Certified General Appraiser #46-000004452; Consultant Appraiser-NYS Department of Transportation; and temporary licenses held in Michigan, Indiana, Pennsylvania, Connecticut and California

Court Testimony

Testified before NYS Supreme Court-certiorari proceedings; NYS Court of Claims Court- eminent domain; Indiana Tax Tribunal; small claims court, Board of Assessment review panel, and Zoning Board of Appeals

APPRAISAL REVIEW REPORT**CLIENT**

Client: GPI (Greenman-Pedersen, Inc.)
Other Intended Users: Town of Clifton Park (Responsible Project Official)

Intended Use: To assist intended users in the acquisition of property for
New York State Route 146 Sidewalk Project
Town of Clifton Park
County of Saratoga

Purpose: To develop a market value opinion of the subject
acquisition based on the appraisal report under
review.

PROPERTY

Map No.: 7
Parcel No.: 8
Area: 717 +/- s.f. (Temporary Easement)

Property Owner: Ronald G. Rayher (Reputed Owner)

APPRAISER

Appraiser: Stropp Appraisal – Real Estate Appraisal & Consulting
(Eriksen E. Stropp, MAI)

Appraisal Report Date: October 24, 2022
Appraisal Effective Date: October 19, 2022
Appraised Value: \$500

REVIEWER

Name: Layne Consulting Services
(David Layne, ASA)

Appraisal Review Report Date: October 28, 2022
Appraisal Review Effective Date: October 19, 2022
Reviewed Value: \$500

REVIEWER CERTIFICATION

New York State Route 146 Sidewalk Project
Town of Clifton Park
County of Saratoga

Map No.: 7
Parcel No.: 8

Ronald G. Rayher (Reputed Owner)

I certify that to the best of my knowledge and belief:

the facts and data reported by the reviewer and used in the review process are true and correct.

the analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this appraisal review report, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

my engagement in this assignment was not contingent upon developing or reporting predetermined results.

my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this review.

my analyses, opinions, and conclusions were developed, and this appraisal review report was prepared in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and The Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

I understand that this report may be used for a Federal Aid project.

no one provided significant professional assistance to the person signing this appraisal review report.

I have personally inspected the subject property and the comparable sales.

that my opinion of the reviewed appraised compensation as of October 19, 2022, is \$500.



Date: October 28, 2022

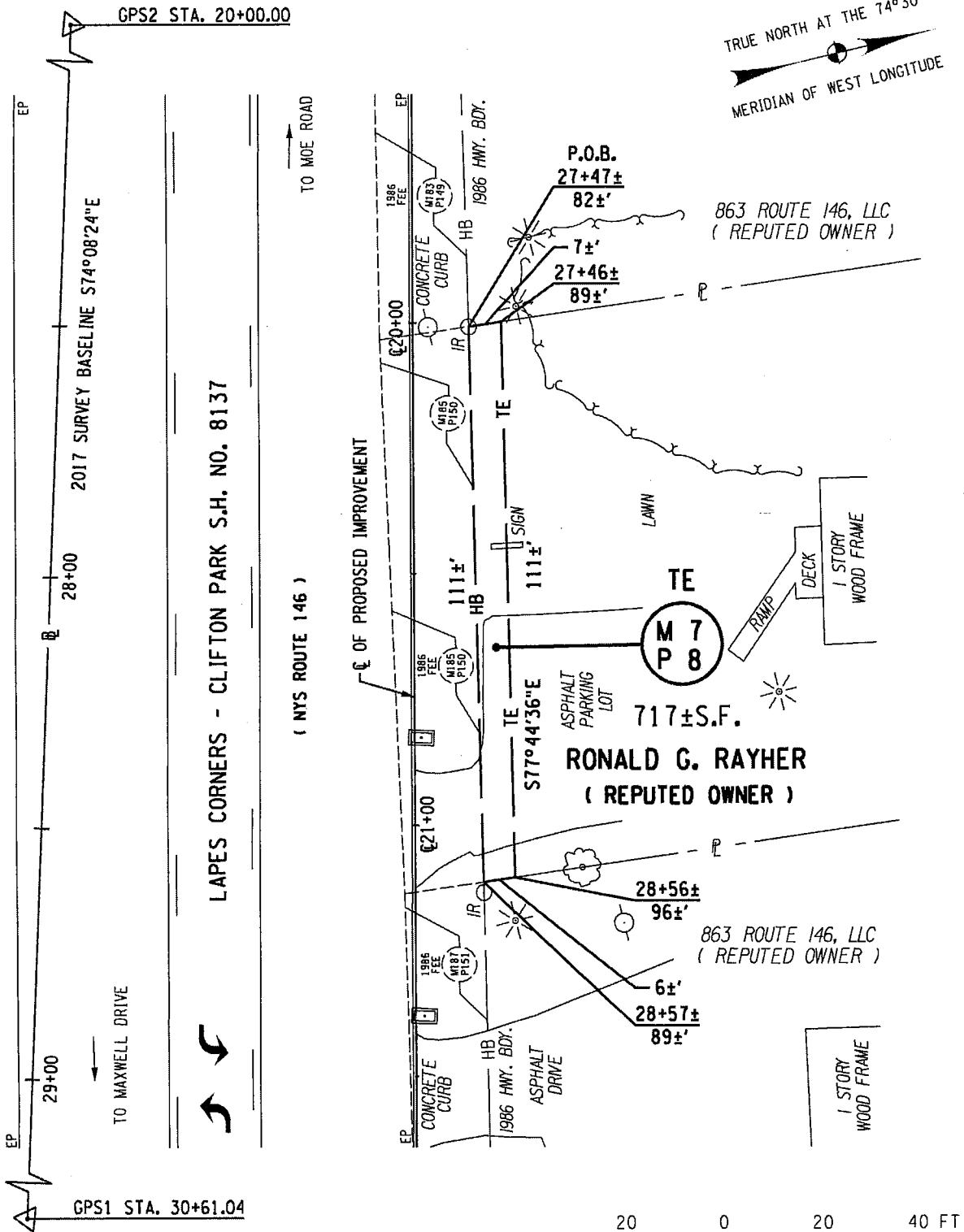
David Layne, ASA
New York State Certified General Real Estate Appraiser
46000008767

MAP REFERENCE:

Parcel Locator Point:
N: 1469539.801
E: 682325.681

RONALD G. RAYHER
(REPUTED OWNER)
CCD: INSTR#2012015084

PARCEL SUMMARY:
Type: TEMPORARY EASEMENT
Portion of 2022 Tax
Map Ref. No. 271.00-3-24
Town of Clifton Park
County of Saratoga
State of New York



The above mentioned survey baseline is a portion of the 2017 survey baseline for the New York State Route 146 sidewalk project, and is described as follows:

Beginning at Station 20+00.00; thence South 74°08'24" East to Station 30+61.04.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this is an accurate description and map made from an accurate survey. Prepared under my direction.

Date: _____ 2022
M.J. Engineering and Land Surveying, P.C.

Joseph G. Malinowski - Land Surveyor
P.L.S. No. 050314

TOWN OF CLIFTON PARK
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
NEW YORK STATE ROUTE 146 SIDEWALK PROJECT

Map No. 7
Parcel No. 8

RONALD G. RAYHER
(REPUTED OWNER)

APPRAISAL REPORT

(In "Value Finding/Limited Appraisal Report" Format)

Of

873 Route 146

Town of Clifton Park, Saratoga County, NY

Map 2, Parcel 2 and Map 3, Parcel 3

(NYS Route 146 Sidewalk Project)

PREPARED FOR-INTENDED USER

GPI & Responsible Town of Clifton Park Project Official

OWNER

Jeff & Nancy Starr

PREPARED BY

Stropp Appraisal
3235 Fulton Avenue
Central Square, NY 13036

EFFECTIVE DATE OF APPRAISAL

October 19, 2022

Area to be Acquired in Fee (Map 2, Parcel 2):	385-sf
Area to be Acquired in Temporary Easement (Map 3, Parcel 3):	1,189-sf
Appraised Compensation = \$4,200	



SCOPE OF WORK

This section of the appraisal report sets forth “*the type and extent of research and analyses in an appraisal or appraisal review assignment*”¹. This includes the extent to which the property is inspected or identified; the type and extent of data researched; and the type and extent of analysis applied to arrive at opinions or conclusions.

Identification and Inspection of the Property: The project consists of *NYS Route 146 Sidewalk Project* located along Route 146 in the Town of Clifton Park. Subject consists of a commercial use operated as the *All About Eyes Optometrists* with a property address of 873 Route 146, Clifton Park, New York. The property was inspected on October 19, 2022. The owner was given the opportunity to accompany us (refer to letter in the Appendix), but was not present at time of inspection.

Purpose, Intended Use, Defined Value and Interest Appraised: The purpose of this acquisition is for the use in the *NYS Route 146 Sidewalk Project*. A copy of the acquisition map is in the Appendix. The intended use of this appraisal is to estimate the market value of the acquisition as of October 19, 2022 to assist the parties involved in negotiating and ascertaining compensation resulting from said project.

Report Format: This analysis is an appraisal report. All data used in this analysis has been collected and verified as accordance to normal appraisal practices. Some information and data may only be summarized within the report with details retained in our work file. This appraisal has been prepared and conforms to *Uniform Standards of Professional Appraisal Practice* (USPAP). Also, this analysis conforms to the requirements of the Code of Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute as well as a “Value Finding/Limited Appraisal Report” format, which is one of the appraisal format descriptors utilized by NYSDOT.

Data Researched: CPI trends, assessments, equalization rates, tax rates, tax maps, zoning, floodplain maps, and other factual data were obtained from local municipalities, various web sites, and private data sources within our files. The US Census, US Bureau of Labor Statistics and various web sites provided demographic data. Comparable sales data was obtained from NYS Office of Real Property Taxation Services (ORPTS), Image Mate, real estate brokers, real estate professionals and the local assessor’s office. Also, personal verification of all comparables was carried out along with confirmation from public records.

Valuation Analysis: Three standard valuation approaches are considered in estimating subject’s value. The sales comparison approach is used in this analysis. The cost approach is generally used for newly built and improved properties. Since subject’s valuation consists of only the land and site improvements acquired, the cost approach is not relevant. The income capitalization approach is also not appropriate, as land is not typically leased for a profit in subject’s market. With that said, cost approach techniques are utilized to estimate the contributory value of the site improvements acquired.

Environmental Contamination, Hazardous Waste: Visual inspection of subject revealed no obvious environmental hazardous conditions that would negatively impact its value. Also, unless otherwise noted, the existence of any hazardous substance was not called to my attention. With that said, I am not qualified to test any such substances or conditions. The value opinion of this report is predicated on the assumption that there is no environmentally adverse condition within the property or in close proximity to it that would cause a loss in value unless otherwise stated. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in that field, if certainty is desired. This report is subject to revision should any such contaminants become known. This assumption is elaborated in detail within the “Underlying Assumptions and Conditions” section of this report following the value conclusion.

¹ Appraisal Institute, *Dictionary of Real Estate Appraisal*, Sixth Edition (Chicago: Appraisal Institute, 2015) 209.

CPI and Construction Cost Analysis: Information obtained from the Bureau of Labor Statistics indicates the Consumer Price Index (CPI) has experienced annual increases over the past years. Cost data obtained from Marshall Valuation Services also indicates increases. This data is charted below.

<i>Marshall & Swift and Consumer Price Index</i>						
<i>Year</i>	<i>Building Cost Index (Class C, July)</i>	<i>Annual Change</i>	<i>Building Cost Index (Class D, July)</i>	<i>Annual Change</i>	<i>CPI (Annual Avg.)</i>	<i>Annual Change</i>
2017	3145.5	-	3084.2	-	246.2	-
2018	3263.9	+3.8%	3218.2	+4.3%	252.1	+2.4%
2019	3313.0	+1.5%	3256.9	+1.2%	256.9	+1.9%
2020	3360.4	+1.4%	3299.1	+1.3%	260.1	+1.2%
2021	3793.7	+12.9%	3785.4	+14.7%	275.7	+6.0%
2022	4404.0	+16.1%	4433.7	+17.1%	288.3	+4.6%
<i>Compounded Change</i>		<i>+7.0%</i>		<i>+7.5%</i>		<i>+3.2%</i>

Conclusion: Stagnant or slight changes in population and employed workforce; and increases in home prices, equalization rates, cost data and CPI suggest an increasing trend of values during the past several years. The table below summarizes these results.

<i>Summary of Economic Trends</i>	
Population (Saratoga County)	+0.9% (average)
Employed Workforce (Saratoga County)	+0.4% (average)
Median Single-Family Sale Price (2011-2021)	+3.0% (average)
Equalization Rates (2017 thru 2022)	+4.5% (average)
Building Cost Index (Class C)	+7.0% (average)
Building Cost Index (Class D)	+7.5% (average)
CPI	+3.2% (average)

In summary, subject's main assets are its stable population, employment and adequate transportation network. These amenities along with neighborhood compatibility should continue to enhance the immediate neighborhood, and create sufficient demand for commercial and most other uses. In general, property values have been stable and expected to remain so in the foreseeable future. Based on the above, it is our opinion that an annual appreciation rate of **3.0% per year** is reflective of the market.

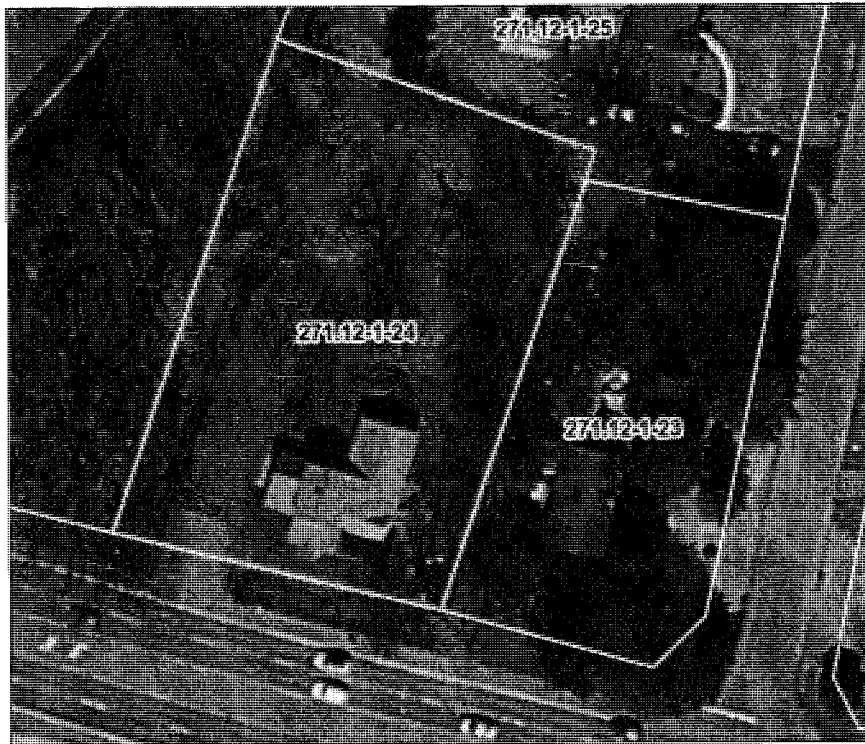
LEGAL DESCRIPTION, HISTORY, OCCUPANCY & LEASES

History and Legal Description: The property consists of a commercial property with a property addresses of 873 Route 146, Clifton Park, NY. The acquisition map and the title provided by you serve as the legal description of this report.

Restrictions and Encumbrances: There are no known significant easements, rights-of-way, or other encumbrances on subject, other than typical road-front utility easements.

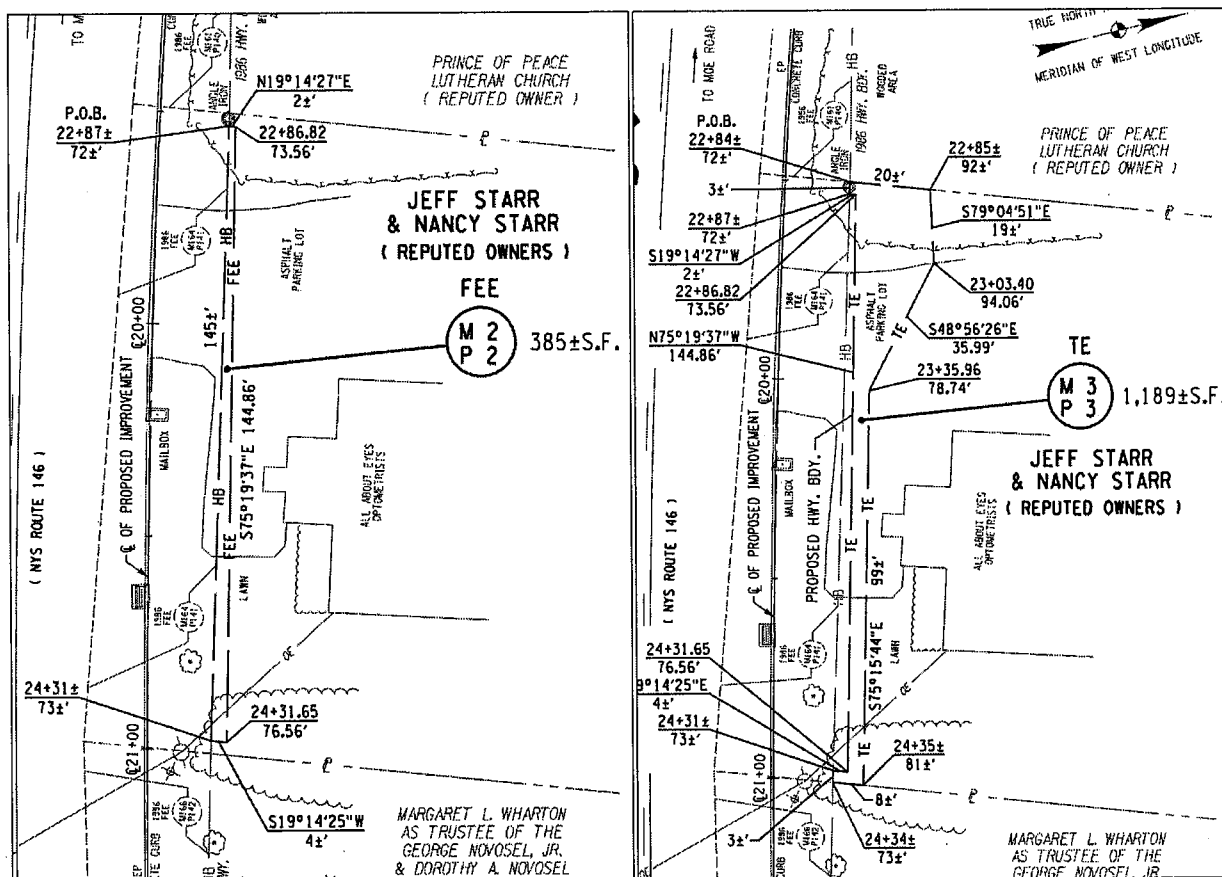
Ownership, Occupancy and Leases: Subject is owned by Jeff & Nancy Starr. The property is operated as an eye clinic or *All About Eyes Optometrists*. The owner purchased the property on June 30, 1999 for \$216,000 as recorded in book of deeds 1522 at page 524. There have been no known transfers of subject within the past 5-years. There are no known leases or agreements of sale that were in effect at the time of this analysis.

PROPERTY DESCRIPTION



Current Use	Commercial (i.e. doctor's office)
Location	873 Route 146, Clifton Park, NY
Land Size	0.76-acres
Frontage	151' along NYS Route 146 (Crestwood Drive)
Access	One curb-cut along fronting street
Traffic Counts	20,643 cars per day along Route 146
Topography	Level
Shape	Rectangular
Water Features	None
Wetlands	None
Utilities	All Public
Improvements	One-story converted residence operated as an eye clinic
Neighborhood	Commercial corridor
Development Potential	Average

ACQUISITION DESCRIPTION



Map 2, Parcel 2 is a fee acquisition, with access, of 385-sf. The acquisition strips 145' of frontage along Route 146 at a depth of 2' to 4'. This acquisition is in connection with the *NYS Route 146 Sidewalk Project*.

Map 3, Parcel 3 is a temporary easement acquisition containing of 1,189-sf. This temporary easement is for a work area and grading in connection with the *NYS Route 146 Sidewalk Project*. The above Temporary Easement will be compensated at 10% for the duration of 1-year.

Site improvements acquired are detailed on the previous page. We assumed that any signage, public utilities, lawn, landscaping and like-grade topography within the temporary easement will be worked around, relocated, reconnected or replaced in kind. A detailed copy the acquisition map is contained in the Appendix.

ACQUISITION EFFECTS

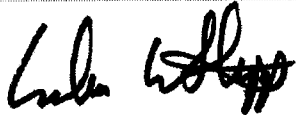
No effect on remainder. The reduction in land rights due to the acquisition is not sufficient to damage the remaining property; hence there is no direct effect on remainder of the property. Also, its general shape, grade, access to utilities, road access, and road frontage are also unaffected. Therefore, no indirect damage is evident.

Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Past experience includes appraisals of this property type and purpose.
- As of the date of this report Eriksen E. Stropp has completed the requirements under the continuing education programs of the Appraisal Institute and the State of New York.
- No one provided significant professional assistance to the person signing this report except as stated.
- I have made a personal inspection of the property that is the subject of this report. That I have personally inspected the property herein appraised (both the exterior and interior of all affected improvements) and have also made a personal field inspection of the comparable sales relied upon in making said appraisal (all adjustments made to such comparables were based on an observed comparison to the property herein appraised). I have afforded the property owner and any tenant who claims ownership of fixtures the opportunity to accompany me at the time of the inspection. The subject and comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- That such appraisal has been made in conformity with the contract, appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established laws of said State.
- That I understand that such appraisal may be used in connection with the acquisition by the local municipalities and Federal-aid highway funds, or other Federal/State funds.
- That I have not revealed the findings and results of such appraisal to anyone other than the proper local officials and its contract personnel. Furthermore, I will not do so until authorized by said officials or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

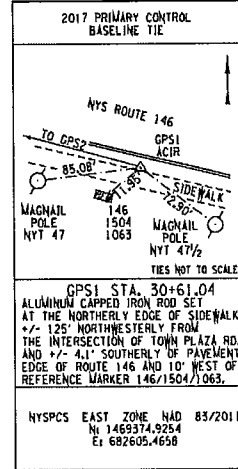
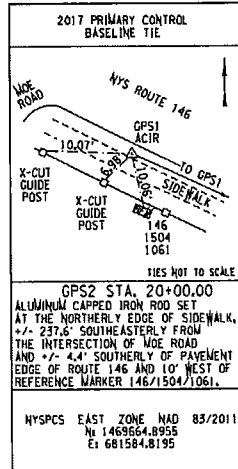
It is our judgment that the appraised compensation as of October 19, 2022 is \$4,200.



Eriksen E. Stropp, MAI
NYS Certified General Appraiser #46-4452
STROPP APPRAISAL

however. The appraiser, however, is not qualified to test such substances or conditions. Based on visual inspection, there appear to be no conditions, including but not limited to the above-referenced items, which would render the property more or less valuable, except as noted. The client is urged to retain an expert in that field, if certainty is desired.

- No chemical or scientific tests were performed by the appraiser and it is assumed that the air, water, ground, and general environment associated with the property present no physical or health hazard of any kind unless otherwise noted in the report. It is further assumed that the lot does not contain any type of dumpsite and that there are no underground tanks (or any underground source) leaking toxic or hazardous chemicals into the groundwater or the environment unless otherwise noted in the report.
- It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
- Responsible ownership and competent property management is assumed unless otherwise stated in this report.
- The value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that would cause a loss in value unless otherwise stated. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in that field, if certainty is desired.
- The comparable sales and other market data relied upon in the appraisal are believed to be from reliable sources. Though all the comparables were examined, it was not possible to inspect them all in detail. The value conclusions are subject to the accuracy of said data.
- The appraisal is an estimate of value based on an analysis of information known to us at the time the appraisal was made. We do not assume any responsibility for incorrect analysis because of erroneous or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice.
- Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by anyone but the client without the previous written consent of the appraiser and the client, and in any event, only with proper written qualification and only in its entirety.
- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Institute and other professional organizations to which the appraiser belongs as a member. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or the MAI designation or other professional appraisal organizations and their respective designations) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the author(s).
- This report is null and void if used in any connection with a real estate syndicate or syndication, defined as a general or limited partnership, joint venture, un-incorporated association or similar organization formed for or engaged in investment or gain from an interest in real property, including but not limited to a sale, exchange, trade, development or lease of property on behalf of others, or which is required to be registered with the U.S. Securities & Exchange Commission or any Federal or State agency which regulates investments made as a public offering.



All that piece or parcel of property hereinafter designated as Parcel No. 2, situate in the Town of Clifton Park, County of Saratoga, State of New York, as shown on the accompanying map and described as follows:

PARCEL NO. 2

Beginning at a point on the northerly boundary of Lapes Corners - Clifton Park, State Highway No. 8137 (New York State Route 146), an existing state highway, said point being 72± feet distant northerly measured at right angles from station 22+87± of the hereinafter described survey baseline for the New York State Route 146 sidewalk project; thence through the property of Jeff Starr and Nancy Starr (reputed owners) the following three (3) courses and distances: (1) North 19°14'27" East 2± feet to a point 73.56 feet distant northerly measured at right angles from station 22+86.82 of said baseline; (2) South 75°19'37" East 144.86 feet to a point 76.56 feet distant northerly measured at right angles from station 24+31.65 of said baseline; (3) South 19°14'25" West 4± feet to a point on the first mentioned northerly boundary of said existing state highway, the last mentioned point being 73± feet distant northerly measured at right angles from station 24+31± of said baseline; thence westerly along the last mentioned northerly boundary of said existing state highway 145± feet to the point of beginning, being 385± square feet more or less.

The above mentioned survey baseline is a portion of the 2017 survey baseline for the New York State Route 146 sidewalk project, and is described as follows:

Beginning at Station 20+00.00; thence South 74°08'24" East to Station 30+61.04.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this is an accurate description and map made from an accurate survey. Prepared under my direction.

Date: _____ 2022
M.J. Engineering and Land Surveying, P.C.

Joseph G. Molinowski - Land Surveyor
P.L.S. No. 050314

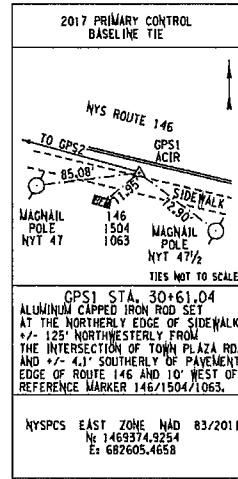
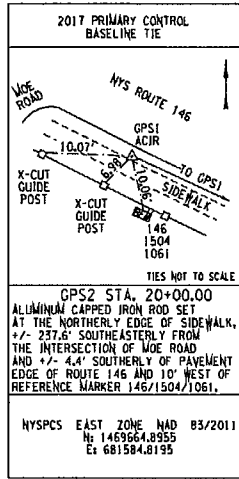
TOWN OF CLIFTON PARK
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
NEW YORK STATE ROUTE 146 SIDEWALK PROJECT

Map No. 2
Parcel No. 2

JEFF STARR
& NANCY STARR
(REPUTED OWNERS)

PREPARED BY: B. DIEHL CHECKED BY: J. QUINN FINAL CHECK BY: J. HANCOCK

FILE NAME: G:\MUNICIPALITY\Town of Clifton Park\Route 146 Sidewalk\146Sidewalk2.dwg



TEMPORARY EASEMENT FOR WORK AREA

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the New York State Route 146 sidewalk project and appurtenances for use and exercisable during the construction or reconstruction of the New York State Route 146 sidewalk project and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for state highway purposes and released by the Town of Clifton Park. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 3, situate in the Town of Clifton Park, County of Saratoga, State of New York, as shown on the accompanying map and further described as follows:

PARCEL NO. 3

Beginning at a point on the northerly boundary of Lapes Corners - Clifton Park, State Highway No. 8137 (New York State Route 146), an existing state highway, at its intersection with the division line between the property of Jeff Starr and Nancy Starr (reputed owners) on the east and the property of Prince of Peace Lutheran Church (reputed owner) on the west, said point being 72: feet distant northerly measured at right angles from station 22+84: of the hereinafter described survey baseline for the New York State Route 146 sidewalk project; thence northerly along said division line 20: feet to a point 92: feet distant northerly measured at right angles from station 22+85: of said baseline; thence through the property of Jeff Starr and Nancy Starr (reputed owners) the following three (3) courses and distances: (1) South 79°04'51" East 19: feet to a point 94.06 feet distant northerly measured at right angles from station 23+03.40 of said baseline; (2) South 48°56'26" East 35.99 feet to a point 78.74 feet distant northerly measured at right angles from station 23+35.96 of said baseline; and (3) South 75°15'44" East 99: feet to a point on the division line between the property of Jeff Starr and Nancy Starr (reputed owners) on the west and the property of Margaret L. Wharton as Trustee of the George Novosel, Jr. and Dorothy A. Novosel Family Trust (reputed owner) on the east, the last mentioned point being 81: feet distant northerly measured at right angles from station 24+35: of said baseline; thence southerly along the last mentioned division line 8: feet to its intersection with the first mentioned northerly boundary of said existing state highway, the last mentioned point being 73: feet distant northerly measured at right angles from station 24+34: of said baseline; thence westerly along the last mentioned northerly boundary of said existing state highway 3: feet to a point on the proposed state highway boundary of Lapes Corners - Clifton Park, State Highway No. 8137 (New York State Route 146), the last mentioned point being 73: feet distant northerly measured at right angles from station 24+31: of said baseline; thence along the proposed state highway boundary of New York State Route 146 the following three courses and distances: (1) North 19°14'25" East 4: feet to a point 76.56 feet distant northerly measured at right angles from station 24+31.65 of said baseline; (2) North 75°19'37" West 144.86 feet to a point 73.56 feet distant northerly measured at right angles from station 22+86.82 of said baseline; and (3) South 19°14'27" West 2: feet to a point on the first mentioned northerly boundary of said existing state highway, the last mentioned point being 72: feet distant northerly measured at right angles from station 22+87: of said baseline; thence westerly along the last mentioned northerly boundary of said existing state highway 3: feet to the point of beginning, being 1,189: square feet more or less.

Reserving, however, to the owner of any right, title or interest in and to the property above delineated and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

PREPARED BY B. DIEHL CHECKED BY J. QUINN FINAL CHECK BY J. MAHONEY

FILE NAME = G:\M1402 - Town of Clifton Park Route 146 Sidewalk\146\Map\Map2.dwg

Map 2, Parcel 2 and Map 3, Parcel 3
NYS Route 146 Sidewalk Project



L.O.C.:	NYS Route 146	D.O.S.:	N
Subject:	Overview and acquisitions	Photo By:	E. Stropp
		Photo Date:	10-19-22



L.O.C.:	NYS Route 146	D.O.S.:	E
Subject:	Acquisitions	Photo By:	E. Stropp
		Photo Date:	10-19-22

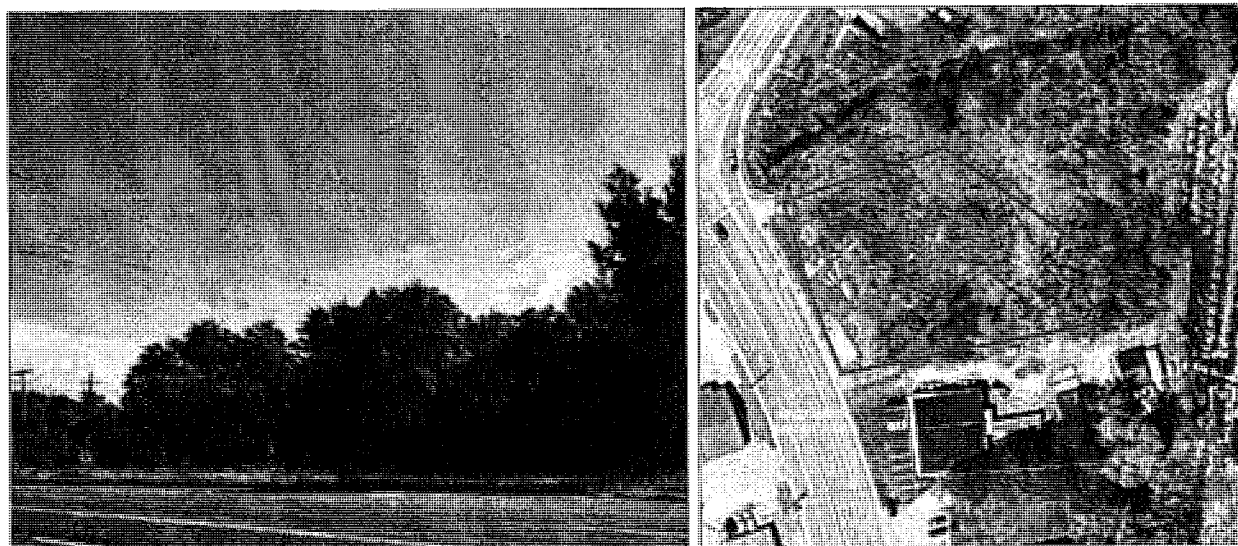


L.O.C.:	NYS Route 146	D.O.S.:	E
Subject:	Neighborhood – NYS Route 146	Photo By:	E. Stropp
		Photo Date:	10-19-22



L.O.C.:	NYS Route 146	D.O.S.:	W
Subject:	Neighborhood – NYS Route 146	Photo By:	E. Stropp
		Photo Date:	10-19-22

Sale 1

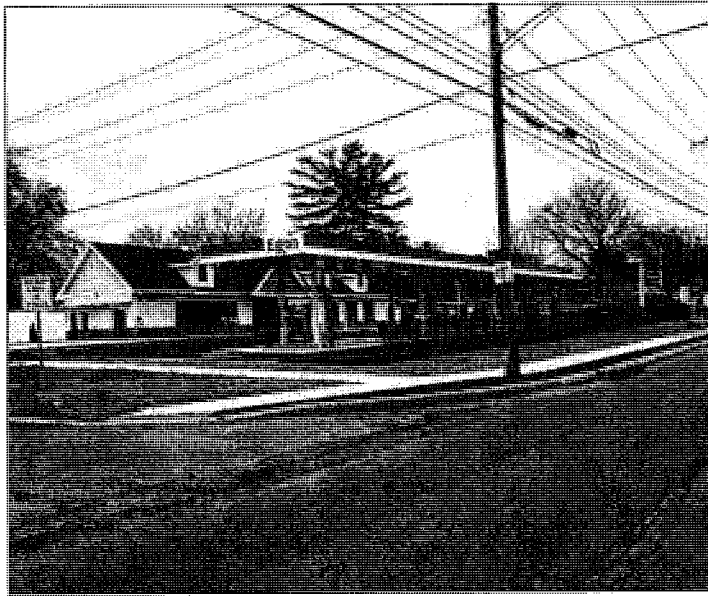


Freemans Bridge Road, Glenville, Schenectady County, NY

Factual & Sales Data

Sales Price	\$120,000	Property Type	Commercial vacant land
Unit Price	\$3.45/sf	Property Code	330
Tax Map Number	30.19-1-29.1	Rights Conveyed	Fee simple
Land Size	34,776-sf	Financing Terms	Market
Frontage	156'	Conditions of Sale	Market
Access	1-Street	Sale Date	9-11-20
Shape	Slightly irregular	Recorded Date	10-8-20
Topography	Level	Seller	Nelson Family Trust
Utilities	All municipal	Buyer	P&J Glenville, Inc.
Water Features	Small creek	Book & Page	2043 & 48
Improvements	None	Prior Sales	None in past 5-years
Zoning	Freemans Bridge Road Corridor District		
Verified By	Richard J. Stropp on 8-8-22		
Verified With	Inspection, Deed, ORPTS, Image Mate Online & buyer's attorney Marybeth Slevin		
Photo By & Date	Chadik J. Stropp on 8-4-22		
Cross Street	South of Maple Avenue		
Neighborhood	Mixture of commercial and residential		
Comments	Traffic counts along Freemans Bridge Road are 12,163 cars per day. The adjoining property to the south has an address of 38 Freemans Bridge Road.		

Sale 3

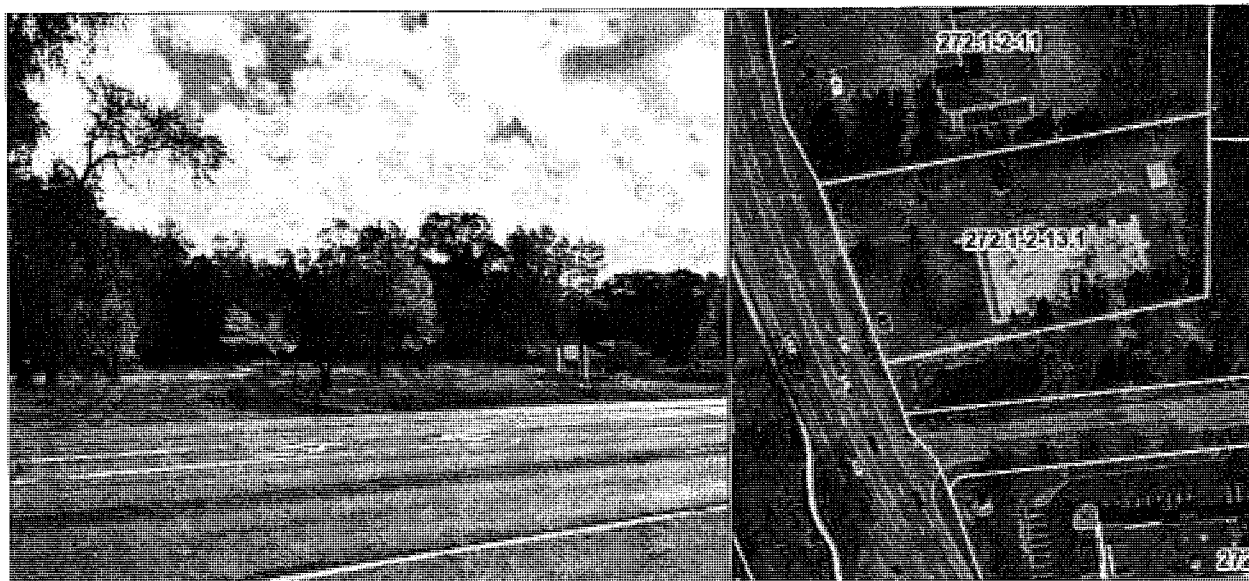


2044 Central Avenue, Colonie, Albany County, NY

Factual & Sales Data

Sales Price	\$210,000	Property Type	Commercial vacant land
Unit Price	\$5.61/sf	Property Code	330
Tax Map Number	17.17-1-12	Rights Conveyed	Fee simple
Land Size	37,462-sf	Financing Terms	Market
Frontage	250', 150' & 150'	Conditions of Sale	Market
Access	3-Streets	Sale Date	2-12-20
Shape	Rectangular	Recorded Date	3-18-20
Topography	Level	Seller	Tyree Land Development, LLC
Utilities	All municipal	Buyer	Sam Petroleum, INC.
Water Features	None	Instrument Number	R2020-6019
Improvements	None	Prior Sales	None in past 5-years
Zoning	(COR) Commercial Office Residential District		
Verified By	Richard J. Stropp on 4-28-22		
Verified With	Inspection, Deed, Image Mate Online, ORPTS and buyer's attorney Kenneth P. Litz		
Photo By & Date	Chadik J. Stropp on 5-6-22		
Cross Street	Southwest corner Central Avenue and Alta Road and the northwest corner Central Avenue and Marjorie Road		
Neighborhood	Mixture of residential, commercial and industrial		
Comments	Since transfer a mini-mart with gas sales was built. Traffic counts are 23,114 cars per day along Central Avenue		

Sale 5



1739 US Route 9, Clifton Park, Saratoga County, NY

Factual & Sales Data			
Sales Price	\$565,000	Property Type	Vacant commercial land
Unit Price	\$10.72/sf	Property Code	330
Tax Map Number	272.1-2-13.1	Rights Conveyed	Fee simple
Land Size	1.21-acres (52,708-sf)	Financing Terms	Market
Frontage	171'	Conditions of Sale	Market
Access	Along frontage	Sale Date	3-29-22
Shape	Regular	Recorded Date	5-13-22
Topography	Level	Seller	Northway Romp Station LLC
Utilities	All Public	Buyer	Alda Enterprises of Albany LLC
Water Features	None	Book & Page	2022 & 16651
Improvements	Not significant (foundation)	Prior Sales	None in the past 5-years
Zoning	B-4A: Highway Business/Restricted Retail		
Verified By	Eriksen E. Stropp on 10-6-22		
Verified With	Inspection, Deed, Image Mate Online, ORPTS and buyer's attorney (David Green) 518-441-4307		
Photo By & Date	Eriksen E. Stropp on 10-19-22		
Cross Street	Immediately north of Chelsea Place		
Neighborhood	Commercial corridor		
Comments	Traffic counts along this section of Route 9 are 15,835 cars per day. There is reminiscence of a former foundation along with some asphalt driveway. These improvements have an estimated contributory value of \$10,000 or \$0.19/sf.		

ERIKSEN E. STROPP, MAI

Stropp Appraisal – Real Estate Appraisal & Consulting

9535 Money Road, Brewerton, NY 13029

Work: 315-668-5090 · www.stroppappraisal.com · estropp@twcny.rr.com

Employment History

2009-Current President - Stropp Appraisal
1993-2009: Vice President - Pomeroy Appraisal Associates, Inc.
1986-1993: Staff Appraiser - Pomeroy Appraisal Associates, Inc.

Professional Designations

MAI Appraisal Designation #11568

Member, Appraisal Institute (MAI) designation is awarded by the Appraisal Institute to those who have an advanced level of expertise and experience in the valuation of commercial, industrial, residential, and other types of properties, are technically trained, have passed a rigid examination and subscribe to a high code of ethics.

Education

Clark University, Worcester, MA - BA Economics

Appraisal Specific Education – Last 10 Years

2013- Business Practices and Ethics	2018- Valuation Resources for Photovoltaic Systems
2013- USPAP Course (2013-2014)	2018- Property Values Affected by Property Taxes
2013- Case Studies in Upstate New York	2019- Case Studies in Upstate New York
2013- Valuation of Cell Towers	2019- Property Values Affected by Property Taxes
2013- Mineral Rights Valuation Part II	2019- Valuation for Solar Photovoltaic Systems
2014- USPAP Course (2014-2015)	2020- USPAP Course (2020-2021)
2015- Analyzing Operating Expenses	2020- USPAP and the Yellow Book
2015- Case Studies in Upstate New York	2020- Valuation Impacts of COVID-19
2016- Right of Way Valuation & Management	2021- USPAP Course (2021-2022)
2017- USPAP Course (2017-2018)	2021- Case Studies in Upstate New York
2018- Business Practices and Ethics	2022- Introduction to Fair Housing & Fair Lending

Professional Affiliation

Appraisal Institute (1992-Present) - Associate Member/MAI
Chairman (2002 & 2003) - Appraisal Institute, Upstate NY Chapter - Syracuse Branch
Board of Directors (2003-2005) - Appraisal Institute, Upstate NY Chapter
International Right-of-Way Association - (2013 Empire State Chapter- President and International Director)
International Right-of-Way Association - (2014-2017 Empire State Chapter-Treasurer)

Licenses

NYS Certified General Appraiser #46-000004452; Consultant Appraiser-NYS Department of Transportation; and temporary licenses held in Michigan, Indiana, Pennsylvania, Connecticut and California

Court Testimony

Testified before NYS Supreme Court-certiorari proceedings; NYS Court of Claims Court- eminent domain; Indiana Tax Tribunal; small claims court, Board of Assessment review panel, and Zoning Board of Appeals

APPRAISAL REVIEW REPORT**CLIENT**

Client: GPI (Greenman-Pedersen, Inc.)
Other Intended Users: Town of Clifton Park (Responsible Project Official)

Intended Use: To assist intended users in the acquisition of property for
New York State Route 146 Sidewalk Project
Town of Clifton Park
County of Saratoga

Purpose: To develop a market value opinion of the subject
acquisition based on the appraisal report under
review.

PROPERTY

Map Nos.: 2; 3
Parcel Nos.: 2; 3
Area: 385 +/- s.f. (Fee)
2,051 +/- s.f. (Temporary Easement)

Property Owner: Jeff and Nancy Starr (Reputed Owner)

APPRAISER

Appraiser: Stropp Appraisal – Real Estate Appraisal & Consulting
(Eriksen E. Stropp, MAI)

Appraisal Report Date: October 24, 2022
Appraisal Effective Date: October 19, 2022
Appraised Value: \$4,200 (\$3,300 – Fee, \$900 – Temporary Easement)

REVIEWER

Name: Layne Consulting Services
(David Layne, ASA)

Appraisal Review Report Date: November 24, 2022
Appraisal Review Effective Date: October 19, 2022
Reviewed Value: \$4,800 (\$3,300 – Fee, \$1,500 – Temporary Easement)

COMMENTS and RECOMMENDATIONS

Allocation of Damages*

<i>Land: Map 2, Parcel 2 (Fee Acquisition) =</i>	
385 +/- s.f. @ \$7.00/ s.f. = \$2,695, or say	\$2,700
<i>Site Improvements:</i>	
(P-2) Lawn: 140 +/- s.f. @ \$0.30 s.f. = \$42, or say	\$ 40
(P-2) Asphalt: 160 +/- s.f. @ \$3.00 s.f. = \$480, or say	\$480
(P-2) Shrubs: (screenage barrier): 2 @ \$40/each =	<u>\$ 80</u> <u>\$ 600</u>
Total Direct =	\$3,300
<i>Land: Map 3, Parcel 3 (Temporary Easement Acquisition) =</i>	
2,051 +/- s.f. @ \$7.00/ s.f. = \$14,357 x 10% x 1 year = 1,438, or say	<u>\$1,500</u>
Appraisal Review Compensation =	\$4,800

* Except for the temporary easement area of Map 3, Parcel 3, which increased from 1,189 +/- s.f. to 2,051 +/- s.f., all areas and values are adopted from the Stropp Appraisal report for NYS Route Sidewalk Project, Map 2, Parcel 2 and Map 3, Parcel 3 with an October 24, 2022, date of preparation.

NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
P/M N/A

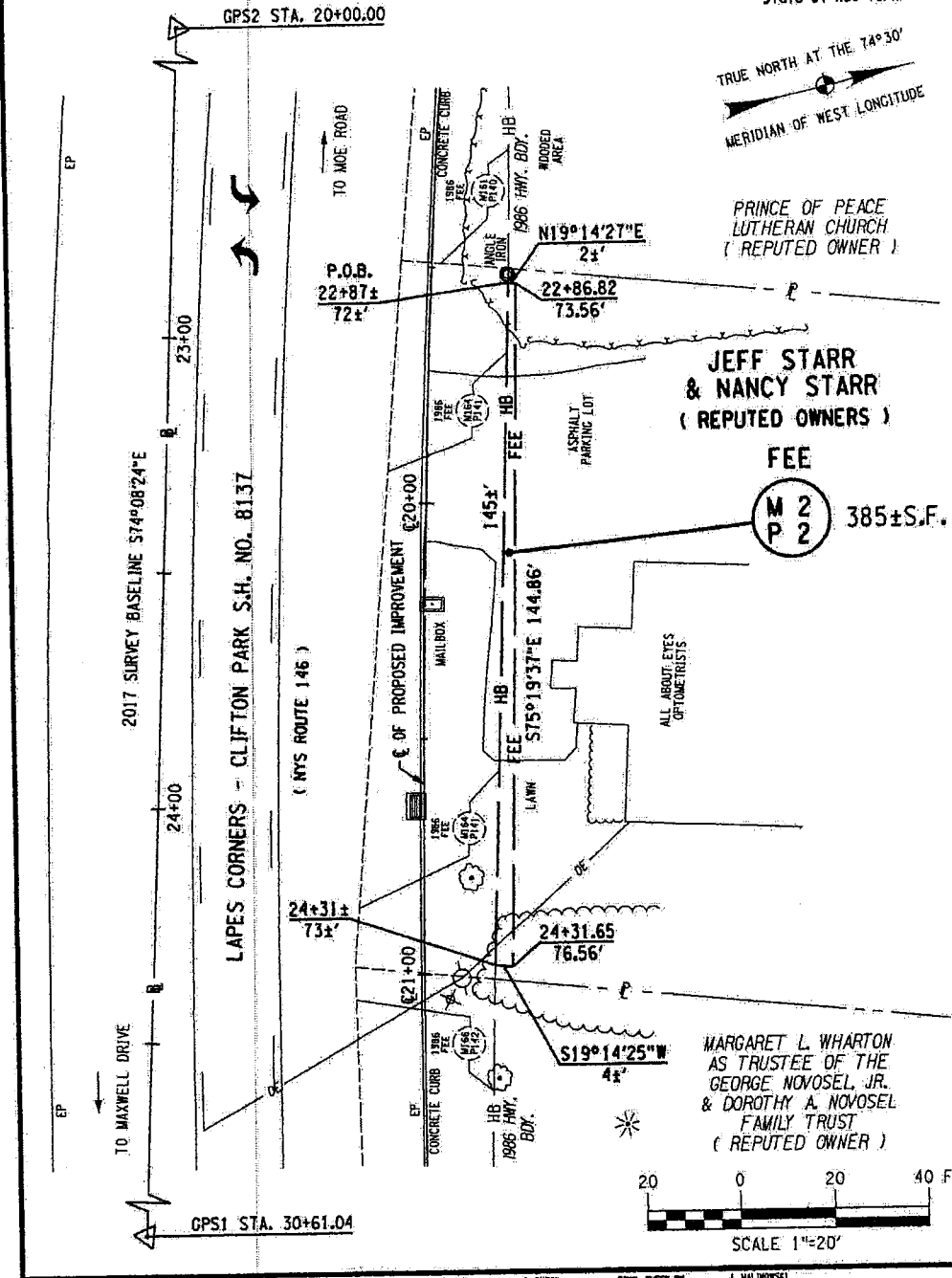
MAP NO. 2
PARCEL NO. 2
SHEET 1 OF 2 SHEETS

MAP REFERENCE:
None

Parcel Locator Points
N: 1469655.820
E: 681880.322

JEFF STARR
& NANCY STARR
(REPUTED OWNERS)
CCD: B.1522 P.524

PARCEL SUMMARY:
Type: FEE
Portion of 2022 Tax
Map Ref. No. 211.12-1-24
Town of Clifton Park
County of Saratoga
State of New York



PREPARED BY: R. DEER CHECKED BY: J. SMITH FINAL CHECK BY: J. MALINOVSKI

FILE NAME: C:\SANU009_Town of Clifton Park Route 146 Sidewalk\146Map_Town\146Map2.dwg

David Layne, ASA, IAO, SR/WA

EMPLOYMENT: Layne Consulting Services - Owner: 1992 - Present
R.K. Hite & Co - Vice-President, Transportation Services
New York State Department of Transportation - Director, Property Management Bureau. 1994 -1998
New York State Department of Transportation - Various positions

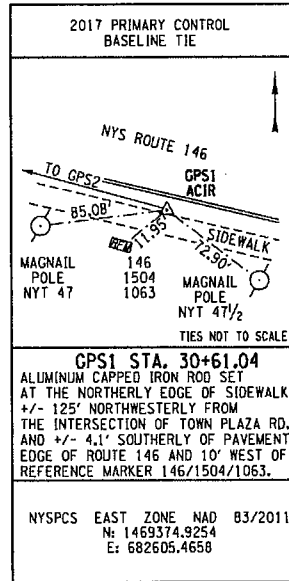
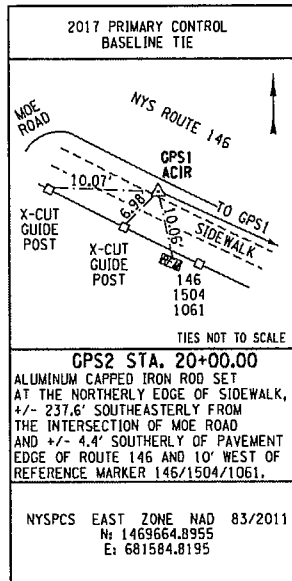
PROFESSIONAL DESIGNATIONS: ASA: American Society of Appraisers
IAO: New York State Assessors' Association
SR/WA: International Right of Way Association

VOLUNTEERISM: Past Chair, The Appraisal Foundation's Board of Trustees (Recipient of Chair's Public Service Award)
Past Chair, The Appraisal Foundation's Education Council of Appraisal Foundation Sponsors
Past President, New York State Chapter, International Right of Way Association (Recipient of the International Professional of the Year and Louise and Y.T. Lim Awards)

EDUCATION: Hobart College, Geneva, New York - Bachelor of Arts
State University of New York, Saratoga Springs, New York - Master of Arts
Syracuse University, Syracuse, New York - Certificate of Advance Studies (Post-Master's Degree)
University of Miami, Miami, Florida - Certificate
Wesleyan University, Middletown, Connecticut - Certificate

PROFESSIONAL EDUCATION PAST FIVE YEARS: 2018 - Uniform Appraisal Standards for Federal Land Acquisitions
2018 - What's New in USPAP 2018
2018, 2019, 2020, 2021 - Case Studies in Right of Way Valuation, Management, Acquisition
2018, 2019, 2021, 2022 - Case Studies in the Valuation of Upstate New York Real Estate
2018, 2020, 2022 - 7 Hour National USPAP Course
2019, 2021 - USPAP Instructor Recertification Course
2020 - USPAP and the Yellow Book
2020 - Standards of Practice for the Right of Way Professional
2020 - Appraisal Review: Applying the Standards
2021 - Introduction to Fair Housing and Fair Lending
2021 - AQB USPAP Instructor Course
2021 - Business Ethics
2022 - Market Analysis in Volatile Markets

PROFESSIONAL CERTIFICATIONS AND LICENSES: New York State Certified General Real Estate Appraiser, No. 46000008767
New York State Licensed Supervisory Appraiser
New York State Licensed Real Estate Instructor
Certified AQB (Appraiser Qualifications Board) USPAP Instructor



All that piece or parcel of property hereinafter designated as Parcel No. 2, situate in the Town of Clifton Park, County of Saratoga, State of New York, as shown on the accompanying map and described as follows:

PARCEL NO. 2

Beginning at a point on the northerly boundary of Lapes Corners - Clifton Park, State Highway No. 8137 (New York State Route 146), an existing state highway, said point being 72± feet distant northerly measured at right angles from station 22+87± of the hereinafter described survey baseline for the New York State Route 146 sidewalk project; thence through the property of Jeff Starr and Nancy Starr (reputed owners) the following three (3) courses and distances: (1) North 19°14'27" East 2± feet to a point 73.56 feet distant northerly measured at right angles from station 22+86.82 of said baseline; (2) South 75°19'37" East 144.86 feet to a point 76.56 feet distant northerly measured at right angles from station 24+31.65 of said baseline; (3) South 19°14'25" West 4± feet to a point on the first mentioned northerly boundary of said existing state highway, the last mentioned point being 73± feet distant northerly measured at right angles from station 24+31± of said baseline; thence westerly along the last mentioned northerly boundary of said existing state highway 145± feet to the point of beginning, being 385± square feet more or less.

The above mentioned survey baseline is a portion of the 2017 survey baseline for the New York State Route 146 sidewalk project, and is described as follows:

Beginning at Station 20+00.00; thence South 74°08'24" East to Station 30+61.04.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this is an accurate description and map made from an accurate survey. Prepared under my direction.

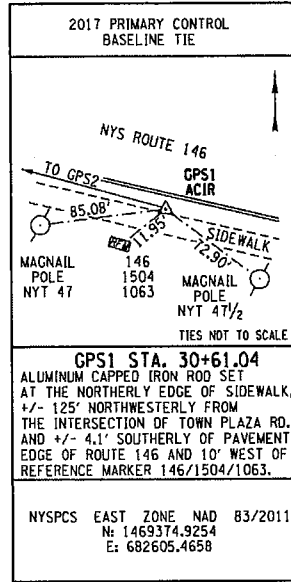
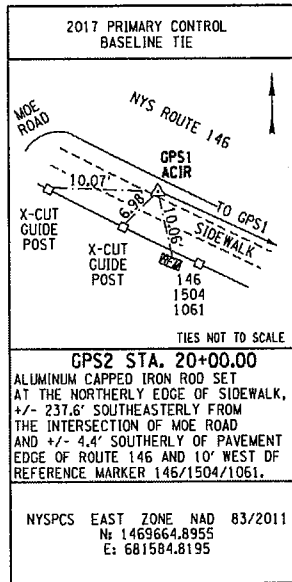
Date: _____ 2022
M.J. Engineering and Land Surveying, P.C.

Joseph G. Malinowski - Land Surveyor
P.L.S. No. 050314

TOWN OF CLIFTON PARK
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
NEW YORK STATE ROUTE 146 SIDEWALK PROJECT

JEFF STARR
& NANCY STARR
(REPUTED OWNERS)

Map No. 2
Parcel No. 2



TEMPORARY EASEMENT FOR WORK AREA

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the New York State Route 146 sidewalk project and appurtenances for use and exercisable during the construction or reconstruction of the New York State Route 146 sidewalk project and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for state highway purposes and released by the Town of Clifton Park. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 3, situate in the Town of Clifton Park, County of Saratoga, State of New York, as shown on the accompanying map and further described as follows:

PARCEL NO. 3

Beginning at a point on the northerly boundary of Lapes Corners - Clifton Park, State Highway No. 8137 (New York State Route 146), an existing state highway, at its intersection with the division line between the property of Jeff Starr and Nancy Starr (reputed owners) on the east and the property of Prince of Peace Lutheran Church (reputed owner) on the west, said point being 72± feet distant northerly measured at right angles from station 22+84± of the hereinafter described survey baseline for the New York State Route 146 sidewalk project; thence northerly along said division line 20± feet to a point 92± feet distant northerly measured at right angles from station 22+85± of said baseline; thence through the property of Jeff Starr and Nancy Starr (reputed owners) the following three (3) courses and distances: (1) South 79°04'51" East 19± feet to a point 94.06 feet distant northerly measured at right angles from station 23+03.40 of said baseline; (2) South 48°56'26" East 35.99 feet to a point 78.74 feet distant northerly measured at right angles from station 23+35.96 of said baseline; and (3) South 75°15'44" East 99± feet to a point on the division line between the property of Jeff Starr and Nancy Starr (reputed owners) on the west and the property of Margaret L. Wharton as Trustee of the George Novosel, Jr. and Dorothy A. Novosel Family Trust (reputed owner) on the east, the last mentioned point being 81± feet distant northerly measured at right angles from station 24+35± of said baseline; thence southerly along the last mentioned division line 8± feet to its intersection with the first mentioned northerly boundary of said existing state highway, the last mentioned point being 73± feet distant northerly measured at right angles from station 24+34± of said baseline; thence westerly along the last mentioned northerly boundary of said existing state highway 3± feet to a point on the proposed state highway boundary of Lapes Corners - Clifton Park, State Highway No. 8137 (New York State Route 146), the last mentioned point being 73± feet distant northerly measured at right angles from station 24+31± of said baseline; thence along the proposed state highway boundary of New York State Route 146 the following three courses and distances; (1) North 19°14'25" East 4± feet to a point 76.56 feet distant northerly measured at right angles from station 24+31.65 of said baseline; (2) North 75°19'37" West 144.86 feet to a point 73.56 feet distant northerly measured at right angles from station 22+86.82 of said baseline; and (3) South 19°14'27" West 2± feet to a point on the first mentioned northerly boundary of said existing state highway, the last mentioned point being 72± feet distant northerly measured at right angles from station 22+87± of said baseline; thence westerly along the last mentioned northerly boundary of said existing state highway 3± feet to the point of beginning, being 1,189± square feet more or less.

Reserving, however, to the owner of any right, title or interest in and to the property above delineated and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

APPRAISAL

**863 Route 146 LLC (Property 1)
2 Crestmont Drive, Clifton Park, NY**

**Tax Map No. 271.12-1-22
Map 05 & Map 06 | Parcel 05 & Parcel 06**

Temporary Easement: **798 sf +/-**
Fee Acquisition: **259 sf +/-**

NY Route 146 Sidewalks

DEC01-C00592GG

SUMMARY OF IMPORTANT CONCLUSIONS

Report Type	Appraisal Report (in "Value Finding/Limited Appraisal Report" Format)
Location of Property	2 Crestmont Drive, Clifton Park, NY
Type/Use of Property	Commercial (i.e. converted residence)
Total Land Area	0.76-acres
Building Improvements	One-story converted residence operated as <i>Events by Cool Cat</i>
Highest and Best Use-Before	Commercial (i.e. converted residence)
Highest and Best Use-After	Commercial (i.e. converted residence)
Improvements to be Appraised	No buildings are appraised. Only the land and site improvements acquired are appraised in this analysis.
Land Assessment	\$158,200
Total Assessment	\$226,200
Equalized Value	\$491,739
Zoning	B-1: Business Non Retail
Flood Zone	Zone X
Client/Intended User	GPI & the responsible Town of Clifton Park project officials
Purpose/Intended Use	Assist the parties involved in negotiating and ascertaining compensation
Defined Value	Market value
Interests Appraised	Fee simple and temporary easement
Hypothetical Condition	None
Extraordinary Assumptions	Yes. See definition on page 4.
Effective Date of Appraisal	October 19, 2022
Date of Preparation	October 24, 2022
Property Inspection	October 19, 2022
Marketing/Exposure Period	One year

Valuation Summary:

Before Value	\$248,400
After Value	\$246,300

Appraised Compensation:

Direct Damages	\$2,100
Indirect Damages	\$0
Total Damages	\$0
Plus: Temporary Easement	+ \$600
Total Compensation	\$2,700

Extraordinary Assumption: An **extraordinary assumption** is that there are no unexpected or unanticipated construction features. The above extraordinary assumptions might have affected the assignment results. A **specific extraordinary assumption** is that the temporary easement area, if any, is exercisable during the project construction and terminates by specific date or on the approval of the completed work or by other means and the temporary easement area will be re-established. In any event, it is assumed that the temporary easement area will be unaffected or re-established in-kind and will be for a term of 1-year. The above extraordinary assumptions might have affected the assignment results.

Definitions: Detailed below are key definitions for this analysis.

Market value is defined as “*the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale”².*

Fee simple estate is defined as “*absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat”³.*

Easement is defined as “*The right to use another's land for a stated purpose.”⁴*

Permanent easement is defined as “*An easement that lasts forever.”⁵*

Temporary easement is defined as “*An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.”⁶*

Contributory value is defined as “*The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component.”⁷*

² Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 142.

³ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 90.

⁴ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 71.

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 170.

⁶ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 231.

⁷ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 50.

Labor Force: Unemployment, Labor Force and Employed statistics obtained from the NYS Department of Labor for subject's general market is tabulated below. The County's total employed workforce has increased +0.4% per year during the past 6-years.

<i>Unemployment Rate</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	3.9%	3.5%	3.2%	6.4%	3.8%	2.8%
NY State	4.6%	4.1%	3.8%	9.9%	6.9%	4.9%

<i>Total Labor Workforce</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	120,500	121,700	122,200	121,400	119,300	121,700

<i>Employed Workforce</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	115,700	117,400	118,200	113,600	114,800	118,200

Area Zoning: Subject and surrounding properties along Route 146 are zoned a variety of commercial districts. Subject property conforms to zoning and surrounding properties.

Marketing Period: Marketing period is defined as the time frame after the date of valuation, looking forward in time, as to how long a property would require exposure in order to find a buyer. There is adequate data available to determine a marketing period for subject. Real estate professionals and neighborhood observation indicate that the market is steady with modest activity. Given current market conditions, it is my opinion that the marketing period for subject would be one year.

Median Sales Price Analysis: An analysis of the County's home sale prices has been analyzed with the results charted below. The data implies an increase of +3.0% per year since 2011.

<i>Saratoga County</i>	<i>Number of Sales</i>	<i>Median Sale Price</i>	<i>Annual Change</i>
2011	1,992	\$247,500	-
2012	2,326	\$252,000	+1.8%
2013	2,669	\$262,500	+4.2%
2014	2,640	\$259,900	-1.0%
2015	2,786	\$269,000	+3.5%
2016	3,046	\$269,500	+0.2%
2017	3,023	\$282,500	+4.8%
2018	2,963	\$290,000	+2.7%
2019	2,957	\$294,900	+1.7%
2020	3,225	\$306,000	+3.8%
2021	3,524	\$331,196	+8.2%

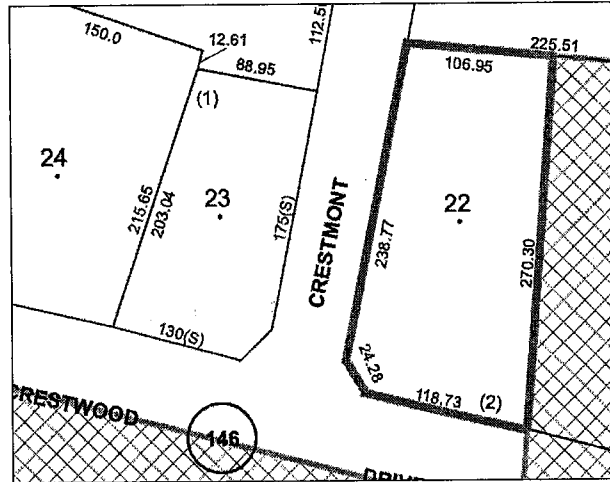
Equalization Rate Analysis: New York State publishes equalization rates annually for its cities and towns. These rates are a measure of the relationship between assessed value and market value. Annual changes in these rates can sometimes be used to identify trends in property values. A review of equalization rates over the past few years suggests an increase in values of +4.5% per year for the Town of Clifton Park. Note, a decrease in the rate reflects an increase in value.

<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2017-2022</i>
58.00%	56.00%	53.00%	51.00%	51.00%	46.00%	+4.5%/year

ASSESSED VALUE AND TAXES

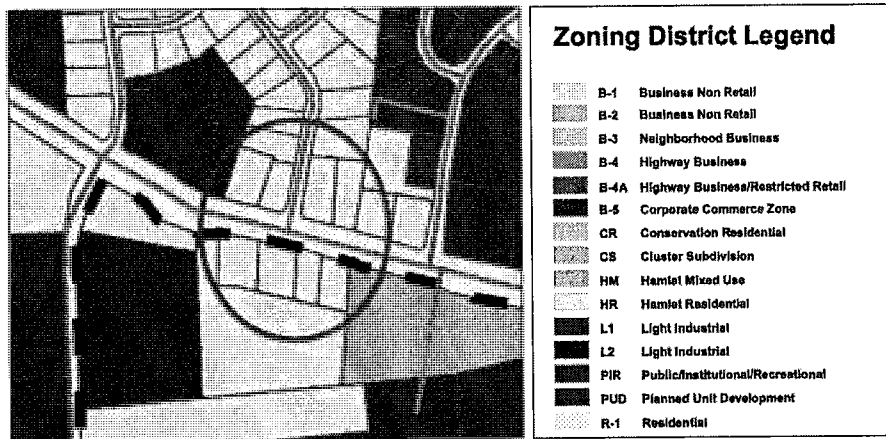
Subject's tax map number, assessment and total equalized value are shown below. The equalization rate for 2022 is 46.00%. A copy of the tax map is shown below with subject property outlined in red.

<i>Tax Map No.</i>	<i>Land Assessment</i>	<i>Total Assessment</i>	<i>Equalized Value</i>
271.12-1-22	\$158,200	\$226,200	\$491,739



ZONING

Zoning: Subject is zoned B-1: Business Non Retail. Subject is legal non-conforming use (minimum lot size deficiency), but conforms to surrounding properties. This zone is intended to promote business related uses in compatibility to surrounding uses. Density regulations, a copy of the zoning map, and corresponding legend are shown below with subject property encircled in red.



<i>Zoning District</i>	<i>Minimum Lot Size</i>	<i>Minimum Front Yard</i>	<i>Minimum Side Yard</i>	<i>Minimum Rear Yard</i>	<i>Maximum Lot Coverage</i>
B-1	40,000-sf	27'	25'	25'	50%

Flood Insurance Rate Map: Subject is in Flood Zone X, according to Flood Insurance Rate Map 36091C0660E. Zone X denotes the least degree of hazard and flood insurance is not required within this zone. Flood insurance is not required for improvements located within this designation.

HIGHEST AND BEST USE

Considering subject's current use, zoning, physical characteristics and legal restrictions, subject's *Highest and Best Use as if Vacant* is commercial development. The *Highest and Best Use as Improved* is its existing use that of a commercial use (i.e. converted residence).

VALUATION METHODOLOGY

Three standard valuation approaches are considered in estimating subject's value. The sales comparison is used in this analysis. As previously noted, the cost and income capitalization approaches are not used in this analysis. However, the cost approach is applied to estimate contributory value (if any) of the site improvements acquired by the acquisition. Cost information was obtained from the *Marshall & Swift Valuation Services*.

SALES COMPARISON APPROACH - Before Appraisal

Land Valuation: Sales 1, 2, 3, 4 and 5 are used in estimating land value. A description of each comparable and a map depicting their location are included in the Appendix.

Land Value - Conclusion: Prior to adjustments, comparables indicated a unit price range of \$4.04 to \$10.71/sf. The midpoint, median and mean of these comparables, after adjustments, are \$8.09, \$6.89 and \$7.80/sf, respectively. It is our opinion that the market indicates a unit value for subject's land of **\$7.50/sf** and for subject's 0.76-acres or 33,106-sf, a "before appraisal" land value of \$248,295, or say, **\$248,300**.

Site Improvements Acquired- Conclusion: We assumed that all or any signage, public utilities, like-grade, topography will be worked around or relocated, reconnected or replaced in kind.

<i>Site Improvements</i>	<i>Cost New</i>	<i>Contributory Value</i>
(P-5), Lawn: 259-sf at \$0.30/sf = \$78, or say,	\$1.14/sf - \$3.09/sf	\$100
Total Site Improvements =		\$100
Land Value =		\$248,300
Total Land and Site Improvements - Before =		\$248,400

RECONCILIATION AND FINAL ESTIMATE - Before Value

In this section, the entire appraisal is reexamined to confirm consistent use of all available data, to reassess all logic applied, and to conclude to the applicability of all approaches and techniques used to derive value. The **sales comparison approach** indicates a total land value of **\$248,300**. The cost approach was applied to estimate the contributory value of subject's site improvements to be acquired. The contributory value of the site improvements acquired is estimated at **\$100**. Therefore, the total before value is **\$248,400**.

SALES COMPARISON APPROACH - After Appraisal

Land Valuation-Remaining Property: Other than the reduction in land rights, the property remains physically the same after the acquisition. The highest and best use of subject in the *Before Appraisal* remains the same for the *After Appraisal*.

Land Valuation-Conclusion: Examination of the comparables reveals nothing to indicate a change in the unit value as estimated in the *Before Appraisal*. Therefore, it is our opinion that the market value after the acquisition of the subject property is as follows.

Fee ownership: 32,847-sf at \$7.50/sf = \$246,353, or say, **\$246,300**

Site Improvements Conclusion: No site improvements appraised in the “after appraisal”, hence the value is \$0.

Reconciliation and Final Value - After Value: \$246,300

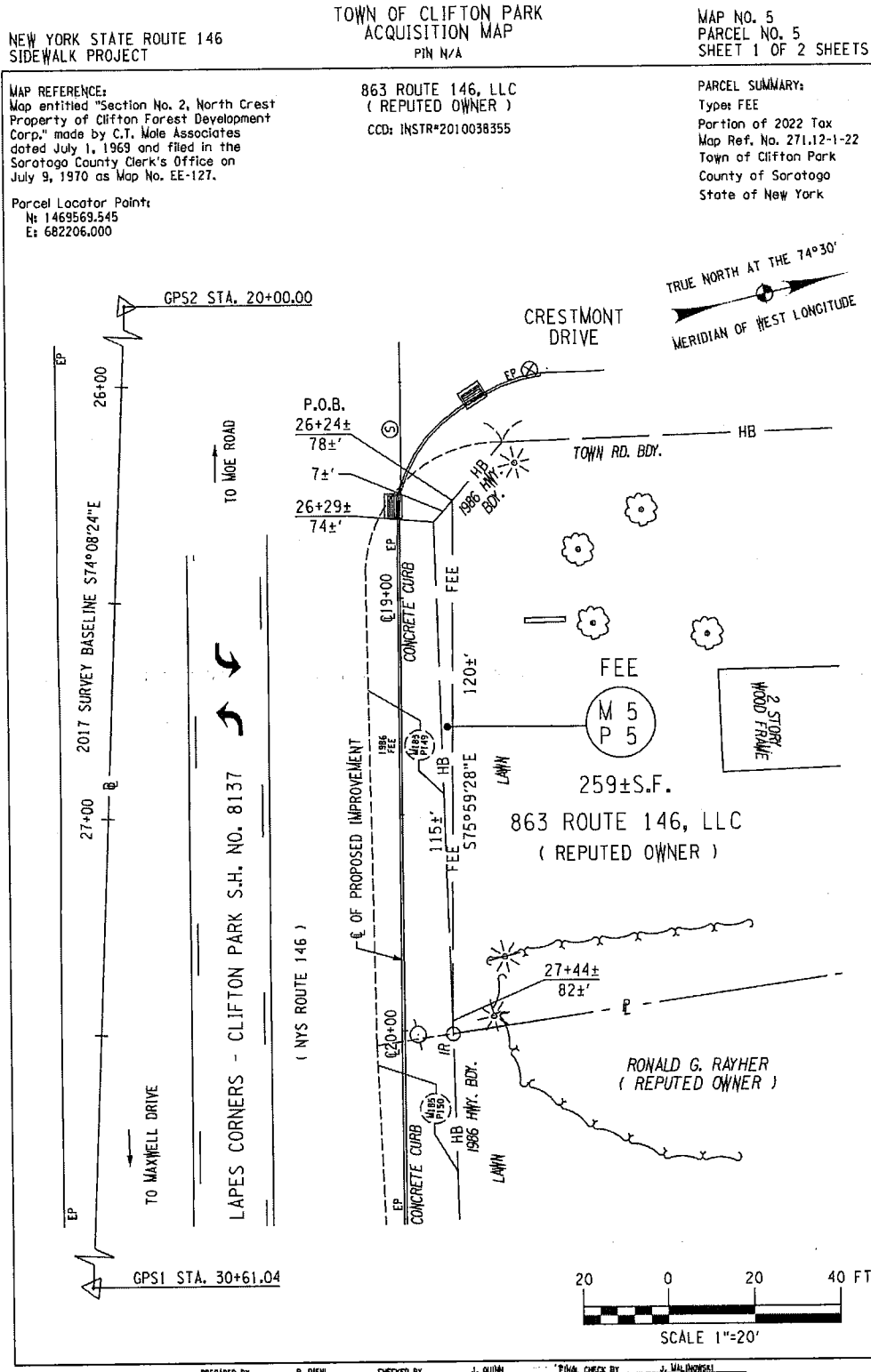
ALLOCATION OF VALUE BEFORE AND AFTER TAKING

Allocation of Value Before and After Taking			
	<i>Before Value</i>	<i>After Value</i>	<i>Difference</i>
Land	\$248,300	\$246,300	\$2,000
Site Improvements	\$100	\$0	\$100
Totals =	\$248,400	\$246,300	\$2,100
Analysis of Damages			
	<i>Acquired-Direct</i>	<i>Acquired-Indirect</i>	
Land	\$2,000	\$0	
Site Improvements	\$100	\$0	
Totals =	\$2,100	\$0	
Allocation of Damages			
Direct:	<i>Land: Map 5, Parcel 5 (Fee Acquisition) =</i> 259-sf at \$7.50/sf = \$1,943, or say,		\$2,000
	<i>Site Improvements:</i> (P-5), Lawn: 259-sf at \$0.30/sf = \$78, or say,		\$100
	Total Direct =		\$2,100
Indirect:	None =		Total Indirect = \$0
	Total Damages =		\$2,100
Temporary Easement:	<i>Land: Map 6, Parcel 6 (Temporary Easement Acquisition):</i> 798-sf at \$7.50/sf = \$5,985 x 10% x 1-year = \$599, or say,		\$600
	Appraised Compensation =		\$2,700

Underlying Assumptions and Limiting Conditions

- No survey of the property has been made and no responsibility is assumed in connection with such matters. All engineering is assumed to be correct. Any maps, plats, plot plans, drawings and/or exhibits reproduced and included in this report are intended only for the purpose of showing spatial relationships and to assist the reader in visualizing the property unless otherwise stated. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern about boundaries, setbacks, encroachments, or other survey matters.
- No responsibility is assumed for matters of a legal nature that affects title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments unless otherwise stated. We are not usually provided an abstract of the property being appraised and we are not qualified to render any legal opinion concerning such a document.
- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal by the appraiser.
- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined, and considered in the appraisal report. Information and analysis shown in this report concerning these items are based on a reasonable investigation, but any significant question should be addressed to local zoning or land use officials and/or an attorney.
- It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based unless otherwise stated. This includes permits to emit any regulated substances into the air or water or onto or into the ground. Appropriate government officials and/or an attorney should be consulted if an interested party has any questions or concerns on these items since we have not made a comprehensive examination of laws and regulations affecting the subject property.
- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- The information furnished by others is believed to be reliable but its accuracy is not warranted.
- Portions of the United States are considered to be located within a designated earthquake hazard zone. Such classification, if present in subject case, may be shared by the comparables considered in this appraisal, and would be reflected in any impact on value.
- Wells and septic systems, if any, are assumed to be in good working condition and of sufficient size and capacity for the stated highest and best use unless otherwise stated.
- I am not an environmental expert, and do not have the expertise necessary to determine the existence of environmental hazards including but not limited to mechanical equipment or structures, or presence of chemical or toxic substances, urea-formaldehyde foam insulation, toxic or hazardous waste, asbestos or hazardous building materials, polychlorinated biphenyls, petroleum leakage, fire-retardant-treated substances (FRT), lead-contaminated plumbing, soil and subsoil contamination, groundwater contamination, agricultural chemicals, electro-magnetic fields (EMFs), radon or other indoor air contamination which may or may not be present on the property, or other environmental hazards or conditions on the subject or surrounding properties. None were called to my attention nor did we become aware of such during the inspection unless so stated. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. Non-disclosure should not be taken as an indication that such a problem does not exist,

APPENDIX



NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
PIN N/A

MAP NO. 6
PARCEL NOS. 6 & 7
SHEET 1 OF 4 SHEETS

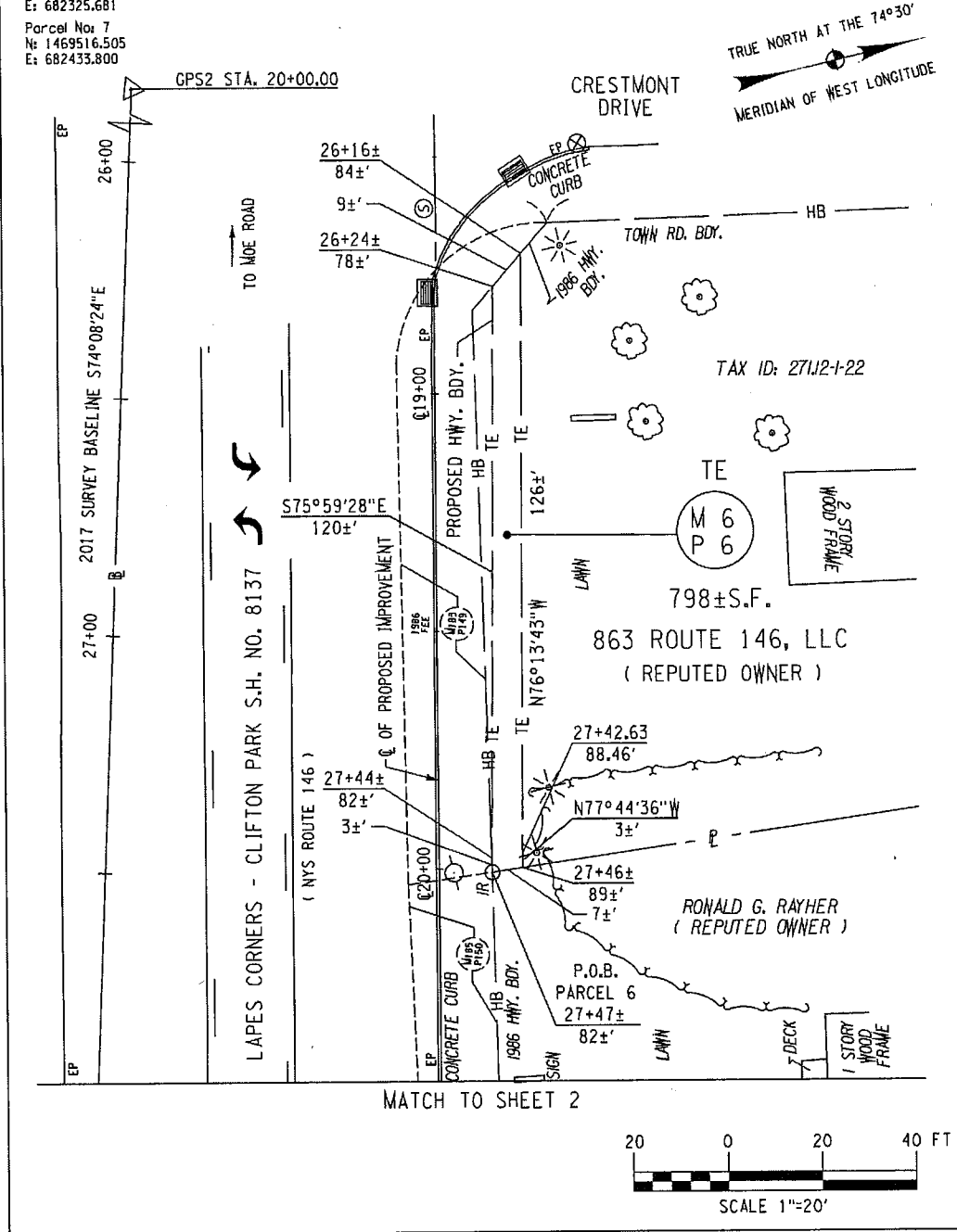
MAP REFERENCE:
Map entitled "Section No. 2, North Crest
Property of Clifton Forest Development
Corp." made by C.T. Mole Associates
dated July 1, 1969 and filed in the
Saratoga County Clerk's Office on
July 9, 1970 as Map No. EE-127.

863 ROUTE 146, LLC
(REPUTED OWNER)

CCD: B. 1699 P. 422
& INSTR#2010038355

PARCEL SUMMARY:
Type: TEMPORARY EASEMENT
Portion of 2022 Tax
Map Ref. No. 271.00-3-23
& 271.12-1-22
Town of Clifton Park
County of Saratoga
State of New York

Parcel Locator Points:
Parcel No: 6
N: 1469539.801
E: 682325.681
Parcel No: 7
N: 1469516.505
E: 682433.800



PREPARED BY B. DIEM CHECKED BY J. SMITH FINAL CHECK BY J. MALINOWSKI

FILE NAME = C:\M1462 Top of Clifton Park Route 146 Sidewalk\146Map\Map146.dwg

NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
PIN N/A

MAP NO. 6
PARCEL NOS. 6 & 7
SHEET 4 OF 4 SHEETS

Reserving, however, to the owner of any right, title or interest in and to the property above delineated and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

The above mentioned survey baseline is a portion of the 2017 survey baseline for the New York State Route 146 sidewalk project, and is described as follows:

Beginning at Station 20+00.00; thence South 74°08'24" East to Station 30+61.04.

All bearings referred to True North of the 74°30' Meridian of West Longitude.

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this is an accurate description and map made from an accurate survey. Prepared under my direction.

Date: _____ 2022
M.J. Engineering and Land Surveying, P.C.

Joseph G. Malinowski - Land Surveyor
P.L.S. No. 050314

TOWN OF CLIFTON PARK
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
NEW YORK STATE ROUTE 146 SIDEWALK PROJECT

Map No. 6
Parcel Nos. 6 & 7

863 ROUTE 146, LLC
(REPUTED OWNER)

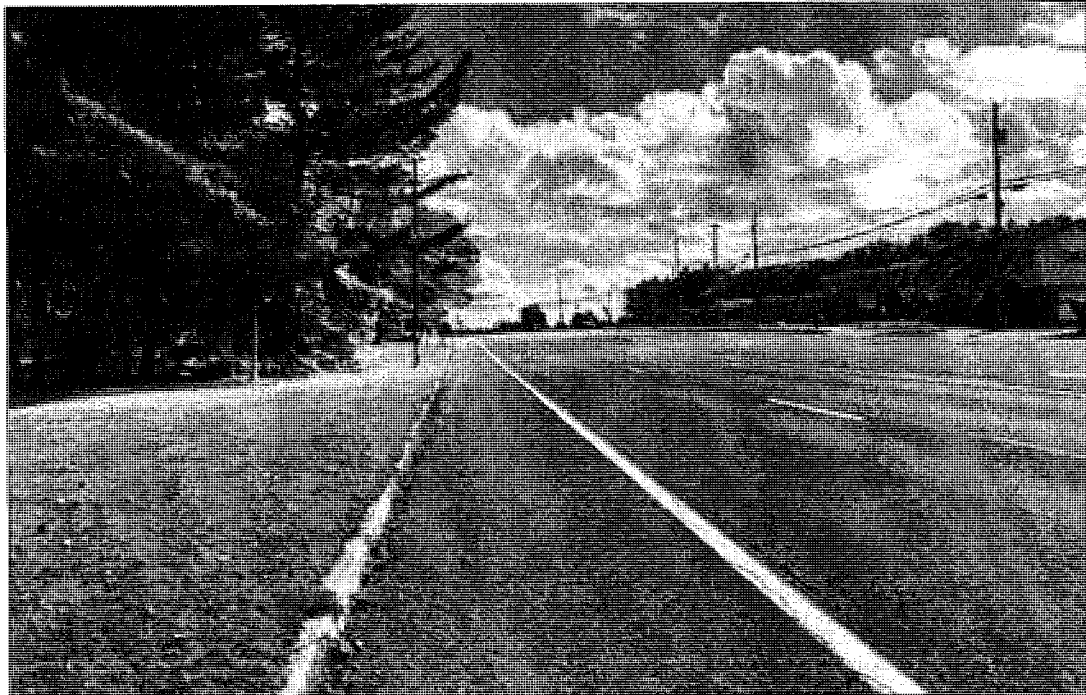
Total Area= 1,776± SQ. FT.

PREPARED BY R. DIEHL CHECKED BY J. SMITH FINAL CHECK BY J. MALINOWSKI

FILE NAME : D:\041492_Town of Clifton Park Route 146 Sidewalk\041492_Map04\Map04.dwg

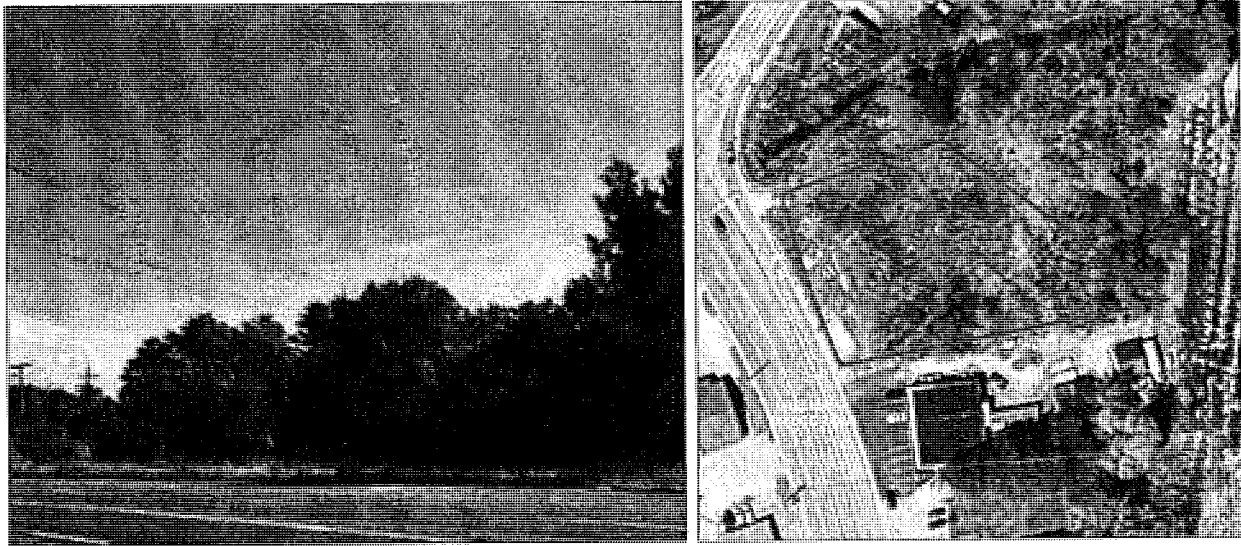


L.O.C.:	Front lawn	D.O.S.:	W
Subject:	Acquisition (Parcels 5 & 6)	Photo By:	E. Stropp
		Photo Date:	10-19-22



L.O.C.:	NYS Route 146	D.O.S.:	E
Subject:	Neighborhood – NYS Route 146	Photo By:	E. Stropp
		Photo Date:	10-19-22

Sale 1



Freemans Bridge Road, Glenville, Schenectady County, NY

Factual & Sales Data

Sales Price	\$120,000	Property Type	Commercial vacant land
Unit Price	\$3.45/sf	Property Code	330
Tax Map Number	30.19-1-29.1	Rights Conveyed	Fee simple
Land Size	34,776-sf	Financing Terms	Market
Frontage	156'	Conditions of Sale	Market
Access	1-Street	Sale Date	9-11-20
Shape	Slightly irregular	Recorded Date	10-8-20
Topography	Level	Seller	Nelson Family Trust
Utilities	All municipal	Buyer	P&J Glenville, Inc.
Water Features	Small creek	Book & Page	2043 & 48
Improvements	None	Prior Sales	None in past 5-years
Zoning	Freemans Bridge Road Corridor District		
Verified By	Richard J. Stropp on 8-8-22		
Verified With	Inspection, Deed, ORPTS, Image Mate Online & buyer's attorney Marybeth Slevin		
Photo By & Date	Chadik J. Stropp on 8-4-22		
Cross Street	South of Maple Avenue		
Neighborhood	Mixture of commercial and residential		
Comments	Traffic counts along Freemans Bridge Road are 12,163 cars per day. The adjoining property to the south has an address of 38 Freemans Bridge Road.		

Sale 3

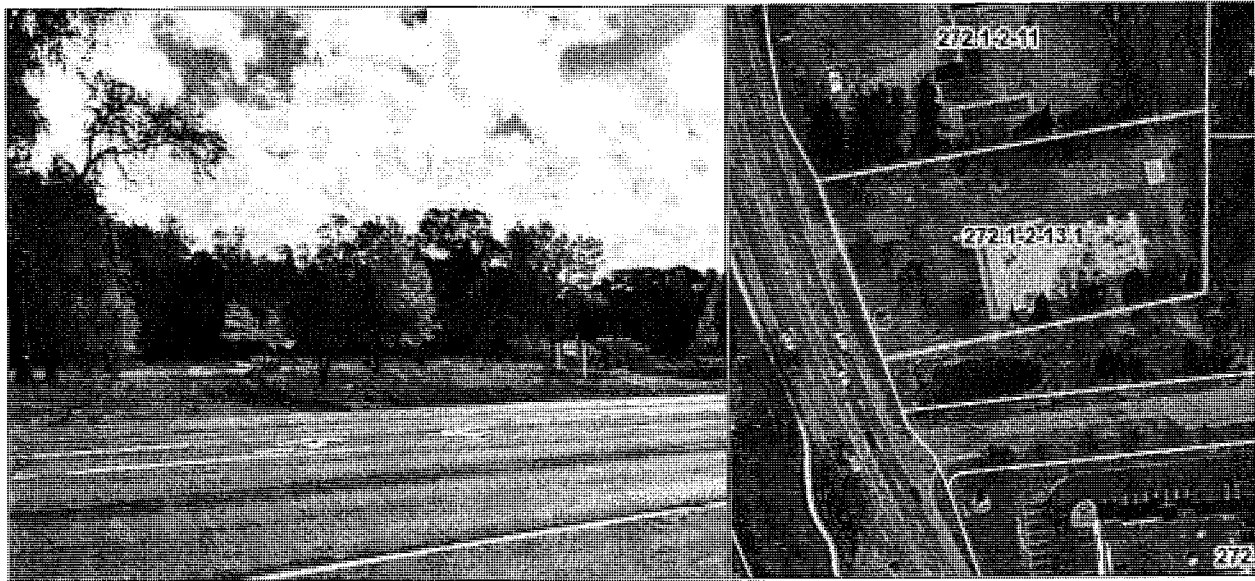


2044 Central Avenue, Colonie, Albany County, NY

Factual & Sales Data

Sales Price	\$210,000	Property Type	Commercial vacant land
Unit Price	\$5.61/sf	Property Code	330
Tax Map Number	17.17-1-12	Rights Conveyed	Fee simple
Land Size	37,462-sf	Financing Terms	Market
Frontage	250', 150' & 150'	Conditions of Sale	Market
Access	3-Streets	Sale Date	2-12-20
Shape	Rectangular	Recorded Date	3-18-20
Topography	Level	Seller	Tyree Land Development, LLC
Utilities	All municipal	Buyer	Sam Petroleum, INC.
Water Features	None	Instrument Number	R2020-6019
Improvements	None	Prior Sales	None in past 5-years
Zoning	(COR) Commercial Office Residential District		
Verified By	Richard J. Stropp on 4-28-22		
Verified With	Inspection, Deed, Image Mate Online, ORPTS and buyer's attorney Kenneth P. Litz		
Photo By & Date	Chadik J. Stropp on 5-6-22		
Cross Street	Southwest corner Central Avenue and Alta Road and the northwest corner Central Avenue and Marjorie Road		
Neighborhood	Mixture of residential, commercial and industrial		
Comments	Since transfer a mini-mart with gas sales was built. Traffic counts are 23,114 cars per day along Central Avenue		

Sale 5



1739 US Route 9, Clifton Park, Saratoga County, NY

Factual & Sales Data			
Sales Price	\$565,000	Property Type	Vacant commercial land
Unit Price	\$10.72/sf	Property Code	330
Tax Map Number	272.1-2-13.1	Rights Conveyed	Fee simple
Land Size	1.21-acres (52,708-sf)	Financing Terms	Market
Frontage	171'	Conditions of Sale	Market
Access	Along frontage	Sale Date	3-29-22
Shape	Regular	Recorded Date	5-13-22
Topography	Level	Seller	Northway Romp Station LLC
Utilities	All Public	Buyer	Alda Enterprises of Albany LLC
Water Features	None	Book & Page	2022 & 16651
Improvements	Not significant (foundation)	Prior Sales	None in the past 5-years
Zoning	B-4A: Highway Business/Restricted Retail		
Verified By	Eriksen E. Stropp on 10-6-22		
Verified With	Inspection, Deed, Image Mate Online, ORPTS and buyer's attorney (David Green) 518-441-4307		
Photo By & Date	Eriksen E. Stropp on 10-19-22		
Cross Street	Immediately north of Chelsea Place		
Neighborhood	Commercial corridor		
Comments	Traffic counts along this section of Route 9 are 15,835 cars per day. There is reminiscence of a former foundation along with some asphalt driveway. These improvements have an estimated contributory value of \$10,000 or \$0.19/sf.		

ERIKSEN E. STROPP, MAI

Stropp Appraisal – Real Estate Appraisal & Consulting

9535 Money Road, Brewerton, NY 13029

Work: 315-668-5090 · www.stroppappraisal.com · estropp@twcnny.rr.com

Employment History

2009-Current President - Stropp Appraisal
1993-2009: Vice President - Pomeroy Appraisal Associates, Inc.
1986-1993: Staff Appraiser - Pomeroy Appraisal Associates, Inc.

Professional Designations

MAI Appraisal Designation #11568

Member, Appraisal Institute (MAI) designation is awarded by the Appraisal Institute to those who have an advanced level of expertise and experience in the valuation of commercial, industrial, residential, and other types of properties, are technically trained, have passed a rigid examination and subscribe to a high code of ethics.

Education

Clark University, Worcester, MA - BA Economics

Appraisal Specific Education – Last 10 Years

2013- Business Practices and Ethics	2018- Valuation Resources for Photovoltaic Systems
2013- USPAP Course (2013-2014)	2018- Property Values Affected by Property Taxes
2013- Case Studies in Upstate New York	2019- Case Studies in Upstate New York
2013- Valuation of Cell Towers	2019- Property Values Affected by Property Taxes
2013- Mineral Rights Valuation Part II	2019- Valuation for Solar Photovoltaic Systems
2014- USPAP Course (2014-2015)	2020- USPAP Course (2020-2021)
2015- Analyzing Operating Expenses	2020- USPAP and the Yellow Book
2015- Case Studies in Upstate New York	2020- Valuation Impacts of COVID-19
2016- Right of Way Valuation & Management	2021- USPAP Course (2021-2022)
2017- USPAP Course (2017-2018)	2021- Case Studies in Upstate New York
2018- Business Practices and Ethics	2022- Introduction to Fair Housing & Fair Lending

Professional Affiliation

Appraisal Institute (1992-Present) - Associate Member/MAI
Chairman (2002 & 2003) - Appraisal Institute, Upstate NY Chapter - Syracuse Branch
Board of Directors (2003-2005) - Appraisal Institute, Upstate NY Chapter
International Right-of-Way Association - (2013 Empire State Chapter- President and International Director)
International Right-of-Way Association - (2014-2017 Empire State Chapter-Treasurer)

Licenses

NYS Certified General Appraiser #46-000004452; Consultant Appraiser-NYS Department of Transportation; and temporary licenses held in Michigan, Indiana, Pennsylvania, Connecticut and California

Court Testimony

Testified before NYS Supreme Court-certiorari proceedings; NYS Court of Claims Court- eminent domain; Indiana Tax Tribunal; small claims court, Board of Assessment review panel, and Zoning Board of Appeals

APPRAISAL REVIEW REPORT**CLIENT**

Client: GPI (Greenman-Pedersen, Inc.)
Other Intended Users: Town of Clifton Park (Responsible Project Official)

Intended Use: To assist intended users in the acquisition of property for
New York State Route 146 Sidewalk Project
Town of Clifton Park
County of Saratoga

Purpose: To develop a market value opinion of the subject
acquisition based on the appraisal report under
review.

PROPERTY

Map Nos.: 5; 6
Parcel Nos.: 5; 6
Area: 259 +/- s.f. (Fee)
798 +/- s.f. (Temporary Easement)

Property Owner: 863 Route 146, LLC (Reputed Owner)

APPRAISER

Appraiser: Stropp Appraisal – Real Estate Appraisal & Consulting
(Eriksen E. Stropp, MAI)

Appraisal Report Date: October 24, 2022
Appraisal Effective Date: October 19, 2022
Appraised Value: \$2,700 (\$2,100 – Fee, \$600 – Temporary Easement)

REVIEWER

Name: Layne Consulting Services
(David Layne, ASA)

Appraisal Review Report Date: October 28, 2022
Appraisal Review Effective Date: October 19, 2022
Reviewed Value: \$2,700 (\$2,100 – Fee, \$600 – Temporary Easement)

REVIEWER CERTIFICATION

New York State Route 146 Sidewalk Project
Town of Clifton Park
County of Saratoga

Map Nos.: 5; 6
Parcel Nos.: 5; 6

863 Route 146 LLC (Reputed Owner)

I certify that to the best of my knowledge and belief:

the facts and data reported by the reviewer and used in the review process are true and correct.

the analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this appraisal review report, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

my engagement in this assignment was not contingent upon developing or reporting predetermined results.

my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this review.

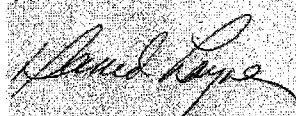
my analyses, opinions, and conclusions were developed, and this appraisal review report was prepared in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and The Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

I understand that this report may be used for a Federal Aid project.

no one provided significant professional assistance to the person signing this appraisal review report.

I have personally inspected the subject property and the comparable sales.

that my opinion of the reviewed appraised compensation as of October 19, 2022, is \$2,700.



Date: October 28, 2022

David Layne, ASA
New York State Certified General Real Estate Appraiser
46000008767

NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
PIN N/A

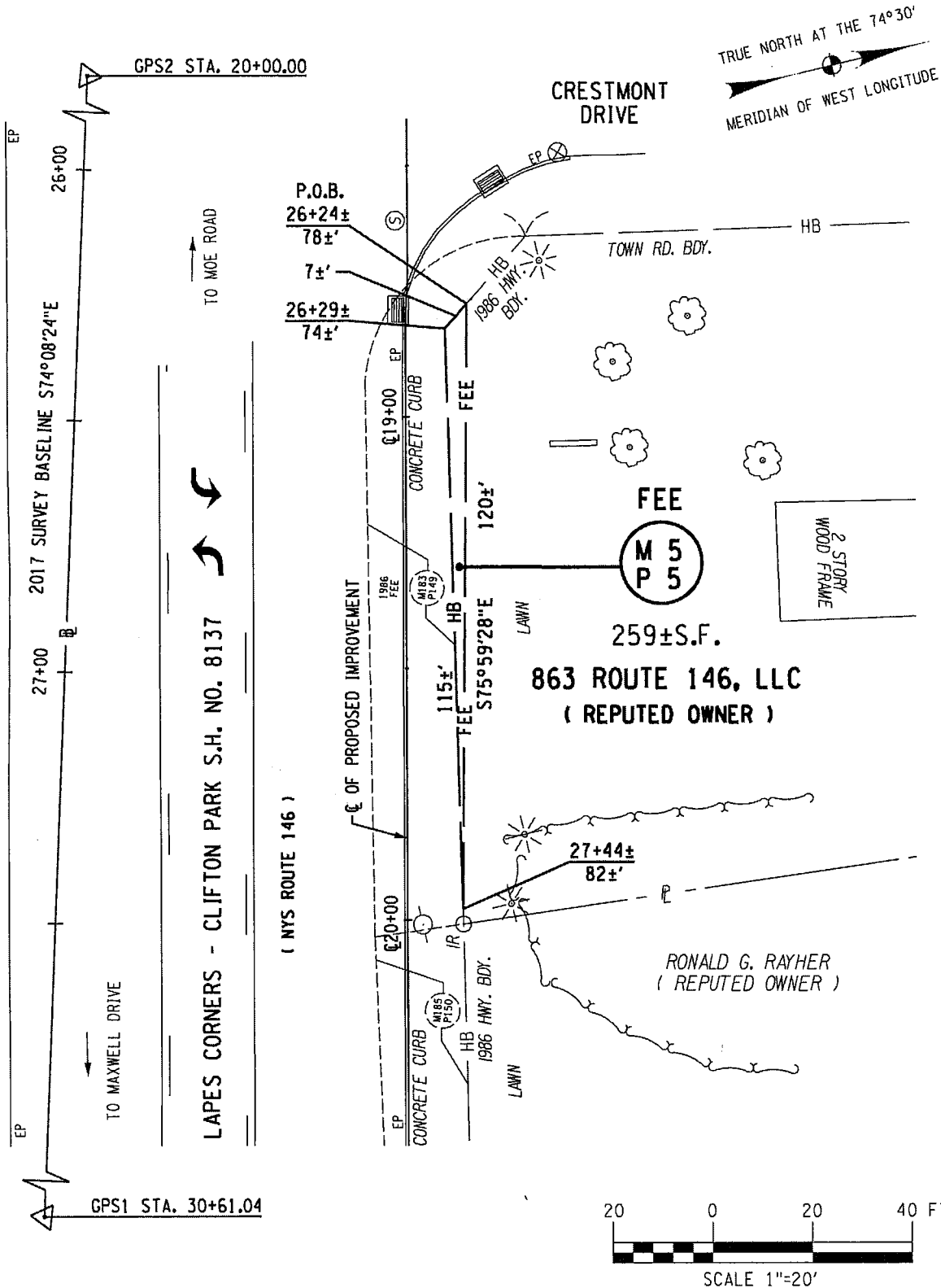
MAP NO. 5
PARCEL NO. 5
SHEET 1 OF 2 SHEETS

MAP REFERENCE:
Map entitled "Section No. 2, North Crest Property of Clifton Forest Development Corp." made by C.T. Male Associates dated July 1, 1969 and filed in the Saratoga County Clerk's Office on July 9, 1970 as Map No. EE-127.

863 ROUTE 146, LLC
(REPUTED OWNER)
CCD: INSTR*2010038355

PARCEL SUMMARY:
Type: FEE
Portion of 2022 Tax Map Ref. No. 271.12-1-22
Town of Clifton Park
County of Saratoga
State of New York

Parcel Locator Point:
N: 1469569.545
E: 682206.000



FILE NAME = DRAWING Town of Clifton Park Route 146 Sidewalk V001A.dwg Maps\4527.dwg

NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
PIN N/A

MAP NO. 6
PARCEL NOS. 6 & 7
SHEET 1 OF 4 SHEETS

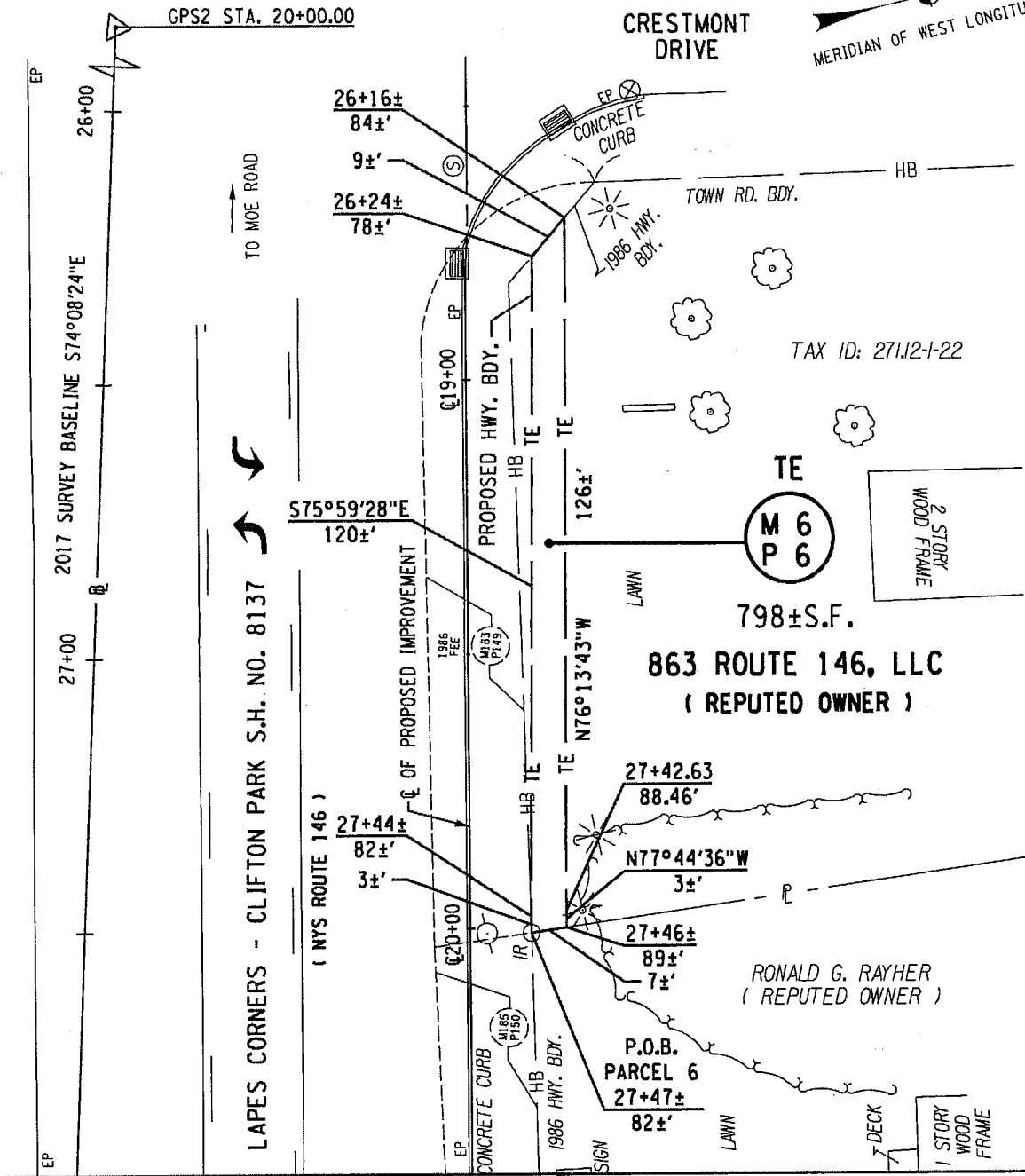
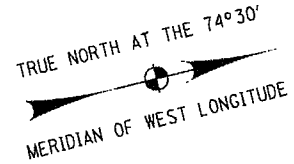
MAP REFERENCE:
Map entitled "Section No. 2, North Crest
Property of Clifton Forest Development
Corp." made by C.T. Male Associates
dated July 1, 1969 and filed in the
Saratoga County Clerk's Office on
July 9, 1970 as Map No. EE-127.

863 ROUTE 146, LLC
(REPUTED OWNER)

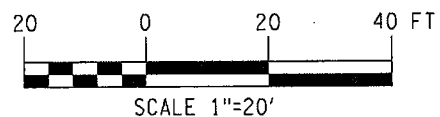
CCD: B. 1699 P. 422
& INSTR*2010038355

PARCEL SUMMARY:
Type: TEMPORARY EASEMENT
Portion of 2022 Tax
Map Ref. No. 271.00-3-23
& 271.12-1-22
Town of Clifton Park
County of Saratoga
State of New York

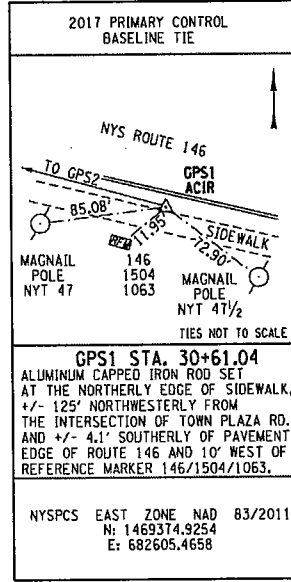
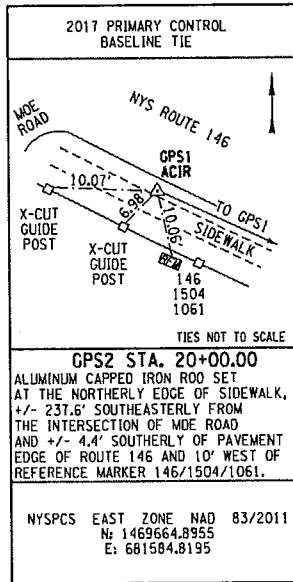
Parcel Locator Points:
Parcel No: 6
N: 1469539.801
E: 682325.681
Parcel No: 7
N: 1469516.505
E: 682433.800



MATCH TO SHEET 2



FILE NAME = G:\M\146 Town of Clifton Park Route 146 Sidewalk\146\Map\Map146.dwg



TEMPORARY EASEMENT FOR WORK AREA

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of the New York State Route 146 sidewalk project and appurtenances for use and exercisable during the construction or reconstruction of the New York State Route 146 sidewalk project and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for state highway purposes and released by the Town of Clifton Park. Such easement shall be exercised in and to all those pieces or parcels of property designated as Parcel Nos. 6 and 7 situate in the Town of Clifton Park, County of Saratoga, State of New York, as shown on the accompanying map and further described as follows:

PARCEL NO. 6

Beginning at a point on the northerly boundary of New York State Route 146, an existing state highway, at its intersection with the division line between the property of 863 Route 146, LLC (reputed owner) on the west and the property of Ronald G. Royher (reputed owner) on the east, said point being 82± feet distant northerly measured at right angles from station 27+47± of the hereinafter described survey baseline for the New York State Route 146 sidewalk project; thence northerly along said division line 7± feet to a point 89± feet distant northerly measured at right angles from station 27+46± of said baseline; thence through the property of 863 Route 146, LLC (reputed owner) the following two (2) courses and distances: (1) North 77°44'36" West 3± feet to a point 88.46 feet distant northerly measured at right angles from station 27+42.63 of said baseline; and (2) North 76°13'43" West 126± feet to a point on the first mentioned northerly boundary of said existing state highway, the last mentioned point being 84± feet distant northerly measured at right angles from station 26+16± of said baseline; thence southeasterly along the last mentioned northerly boundary of said existing state highway 9± feet to a point on the proposed state highway boundary of New York State Route 146, the last mentioned point being 78± feet distant northerly measured at right angles from station 26+24± of said baseline; thence South 75°59'28" East along the last mentioned proposed state highway boundary of New York State Route 146 120± feet to a point on the first mentioned northerly boundary of said existing state highway, the last mentioned point being 82± feet distant northerly measured at right angles from station 27+44± of said baseline; thence easterly along the last mentioned northerly boundary of said existing state highway 3± feet to the point of beginning, being 798± square feet more or less.

PARCEL NO. 7

Beginning at a point on the northerly boundary of New York State Route 146, an existing state highway, at its intersection with the division line between the property of 863 Route 146, LLC (reputed owner) on the east and the property of Ronald G. Royher (reputed owner) on the west, said point being 89± feet distant northerly measured at right angles from station 28+57± of the hereinafter described survey baseline for the New York State Route 146 sidewalk project; thence northerly along said division line 6± feet to a point 96± feet distant northerly measured at right angles from station 28+56± of said baseline; thence South 77°44'36" East through the property of 863 Route 146, LLC (reputed owner) 151± feet to a point on the division line between the property of 863 Route 146, LLC (reputed owner) on the west and the property of Andrew J. Koprjs and Carol A. Koprjs (reputed owners) on the east, the last mentioned point being 105± feet distant northerly measured at right angles from station 30+06± of said baseline; thence southerly along the last mentioned division line 7± feet to its intersection with the first mentioned northerly boundary of said existing state highway, the last mentioned point being 99± feet distant northerly measured at right angles from station 30+08± of said baseline; thence westerly along the last mentioned northerly boundary of said existing state highway 151± feet to the point of beginning, being 978± square feet more or less.

APPRAISAL

863 Route 146 LLC (Property 2)
863 Route 146, Clifton Park, NY

Tax Map No. 271.00-3-23
Map 06 | Parcel 07

Temporary Easement: 978 sf +/-

NY Route 146 Sidewalks

DEC01-C00592GG

SUMMARY OF IMPORTANT CONCLUSIONS

Report Type	Appraisal Report (in "Value Finding/Limited Appraisal Report" Format)
Location of Property	863 Route 146, Clifton Park, NY
Type/Use of Property	Commercial (i.e. <i>Clifton Park Family Dentistry</i>)
Total Land Area	0.59-acres
Building Improvements	One-story commercial building
Highest and Best Use-Before	Commercial (i.e. <i>Clifton Park Family Dentistry</i>)
Highest and Best Use-After	Commercial (i.e. <i>Clifton Park Family Dentistry</i>)
Improvements to be Appraised	No buildings are appraised. Only the land and site improvements acquired are appraised in this analysis.
Land Assessment	\$110,700
Total Assessment	\$280,300
Equalized Value	\$609,348
Zoning	B-1: Business Non Retail
Flood Zone	Zone X
Client/Intended User	GPI & the responsible Town of Clifton Park project officials
Purpose/Intended Use	Assist the parties involved in negotiating and ascertaining compensation
Defined Value	Market value
Interests Appraised	Fee simple and temporary easement
Hypothetical Condition	None
Extraordinary Assumptions	Yes. See definition on page 4.
Effective Date of Appraisal	October 19, 2022
Date of Preparation	October 24, 2022
Property Inspection	October 19, 2022
Marketing/Exposure Period	One year

Valuation Summary:

Before Value	\$180,000
After Value	\$180,000

Appraised Compensation:

Direct Damages	\$0
Indirect Damages	\$0
Total Damages	\$0
Plus: Temporary Easement	<u>+ \$700</u>
Total Compensation	\$700

Extraordinary Assumption: An extraordinary assumption is that there are no unexpected or unanticipated construction features. The above extraordinary assumptions might have affected the assignment results. A specific extraordinary assumption is that the temporary easement area, if any, is exercisable during the project construction and terminates by specific date or on the approval of the completed work or by other means and the temporary easement area will be re-established. In any event, it is assumed that the temporary easement area will be unaffected or re-established in-kind and will be for a term of 1-year. The above extraordinary assumptions might have affected the assignment results.

Definitions: Detailed below are key definitions for this analysis.

Market value is defined as “the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale”².

Fee simple estate is defined as “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat”³.

Easement is defined as “The right to use another’s land for a stated purpose.”⁴

Permanent easement is defined as “An easement that lasts forever.”⁵

Temporary easement is defined as “An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.”⁶

Contributory value is defined as “The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component.”⁷

² Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 142.

³ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 90.

⁴ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 71.

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 170.

⁶ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 231.

⁷ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 50.

Labor Force: Unemployment, Labor Force and Employed statistics obtained from the NYS Department of Labor for subject's general market is tabulated below. The County's total employed workforce has increased +0.4% per year during the past 6-years.

<i>Unemployment Rate</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	3.9%	3.5%	3.2%	6.4%	3.8%	2.8%
NY State	4.6%	4.1%	3.8%	9.9%	6.9%	4.9%

<i>Total Labor Workforce</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	120,500	121,700	122,200	121,400	119,300	121,700

<i>Employed Workforce</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	115,700	117,400	118,200	113,600	114,800	118,200

Area Zoning: Subject and surrounding properties along Route 146 are zoned a variety of commercial districts. Subject property conforms to zoning and surrounding properties.

Marketing Period: Marketing period is defined as the time frame after the date of valuation, looking forward in time, as to how long a property would require exposure in order to find a buyer. There is adequate data available to determine a marketing period for subject. Real estate professionals and neighborhood observation indicate that the market is steady with modest activity. Given current market conditions, it is my opinion that the marketing period for subject would be one year.

Median Sales Price Analysis: An analysis of the County's home sale prices has been analyzed with the results charted below. The data implies an increase of +3.0% per year since 2011.

<i>Saratoga County</i>	<i>Number of Sales</i>	<i>Median Sale Price</i>	<i>Annual Change</i>
2011	1,992	\$247,500	-
2012	2,326	\$252,000	+1.8%
2013	2,669	\$262,500	+4.2%
2014	2,640	\$259,900	-1.0%
2015	2,786	\$269,000	+3.5%
2016	3,046	\$269,500	+0.2%
2017	3,023	\$282,500	+4.8%
2018	2,963	\$290,000	+2.7%
2019	2,957	\$294,900	+1.7%
2020	3,225	\$306,000	+3.8%
2021	3,524	\$331,196	+8.2%

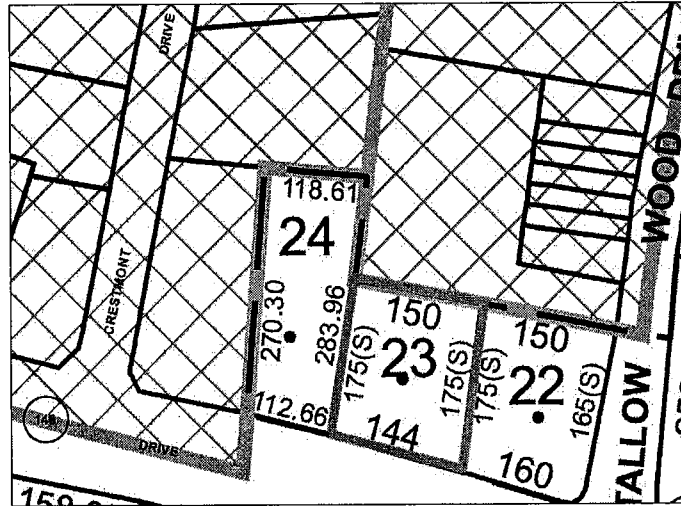
Equalization Rate Analysis: New York State publishes equalization rates annually for its cities and towns. These rates are a measure of the relationship between assessed value and market value. Annual changes in these rates can sometimes be used to identify trends in property values. A review of equalization rates over the past few years suggests an increase in values of +4.5% per year for the Town of Clifton Park. Note, a decrease in the rate reflects an increase in value.

<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2017-2022</i>
58.00%	56.00%	53.00%	51.00%	51.00%	46.00%	+4.5%/year

ASSESSED VALUE AND TAXES

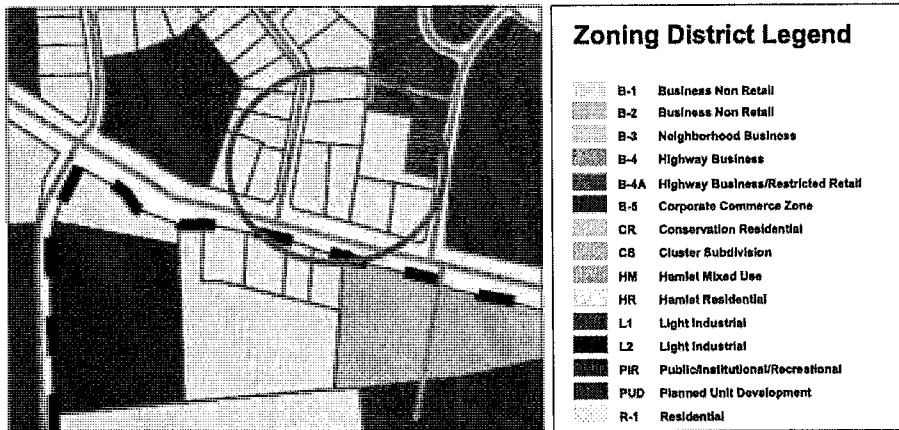
Subject's tax map number, assessment and total equalized value are shown below. The equalization rate for 2022 is 46.00%. A copy of the tax map is shown below with subject property outlined in red.

<i>Tax Map No.</i>	<i>Land Assessment</i>	<i>Total Assessment</i>	<i>Equalized Value</i>
271.00-3-23	\$110,700	\$280,300	\$609,348



ZONING

Zoning: Subject is zoned B-1: Business Non Retail. Subject is legal non-conforming use (minimum lot size deficiency), but conforms to surrounding properties. This zone is intended to promote business related uses in compatibility to surrounding uses. Density regulations, a copy of the zoning map, and corresponding legend are shown below with subject property encircled in red.



<i>Zoning District</i>	<i>Minimum Lot Size</i>	<i>Minimum Front Yard</i>	<i>Minimum Side Yard</i>	<i>Minimum Rear Yard</i>	<i>Maximum Lot Coverage</i>
B-1	40,000-sf	27'	25'	25'	50%

Flood Insurance Rate Map: Subject is in Flood Zone X, according to Flood Insurance Rate Map 36091C0660E. Zone X denotes the least degree of hazard and flood insurance is not required within this zone. Flood insurance is not required for improvements located within this designation.

HIGHEST AND BEST USE

Considering subject's current use, zoning, physical characteristics and legal restrictions, subject's *Highest and Best Use as if Vacant* is commercial development. The *Highest and Best Use as Improved* is its existing use that of a commercial use (i.e. dentist office).

VALUATION METHODOLOGY

Three standard valuation approaches are considered in estimating subject's value. The sales comparison is used in this analysis. As previously noted, the cost and income capitalization approaches are not used in this analysis. However, the cost approach is applied to estimate contributory value (if any) of the site improvements acquired by the acquisition. Cost information was obtained from the *Marshall & Swift Valuation Services*.

SALES COMPARISON APPROACH - Before Appraisal

Land Valuation: Sales 1, 2, 3, 4 and 5 are used in estimating land value. A description of each comparable and a map depicting their location are included in the Appendix.

Land Value - Conclusion: Prior to adjustments, comparables indicated a unit price range of \$4.04 to \$10.71/sf. The midpoint, median and mean of these comparables, after adjustments, are \$7.38, \$6.29 and \$7.08/sf, respectively. It is our opinion that the market indicates a unit value for subject's land of **\$7.00/sf** and for subject's 0.59-acres or 25,725-sf, a "before appraisal" land value of \$180,075, or say, **\$180,000**.

Site Improvements Acquired- Conclusion: We assumed that all or any signage, public utilities, like-grade, topography will be worked around or relocated, reconnected or replaced in kind.

<i>Site Improvements</i>	<i>Cost New</i>	<i>Contributory Value</i>
None =	-	\$0
Total Site Improvements =		\$0
Land Value =		\$180,000
Total Land and Site Improvements - Before =		\$180,000

RECONCILIATION AND FINAL ESTIMATE - Before Value

In this section, the entire appraisal is reexamined to confirm consistent use of all available data, to reassess all logic applied, and to conclude to the applicability of all approaches and techniques used to derive value. The **sales comparison approach** indicates a total land value of **\$180,000**. The cost approach was applied to estimate the contributory value of subject's site improvements to be acquired. The contributory value of the site improvements acquired is estimated at **\$0**. Therefore, the total before value is **\$180,000**.

SALES COMPARISON APPROACH - After Appraisal

Land Valuation-Remaining Property: Other than the reduction in land rights, the property remains physically the same after the acquisition. The highest and best use of subject in the *Before Appraisal* remains the same for the *After Appraisal*.

Land Valuation-Conclusion: Examination of the comparables reveals nothing to indicate a change in the unit value as estimated in the *Before Appraisal*. Therefore, it is our opinion that the market value after the acquisition of the subject property is as follows.

Fee ownership: 25,725-sf at \$7.00/sf = \$180,075, or say,	\$180,000
---	------------------

Site Improvements Conclusion: No site improvements appraised in the “after appraisal”, hence the value is \$0.

Reconciliation and Final Value - After Value: \$180,000

ALLOCATION OF VALUE BEFORE AND AFTER TAKING

Allocation of Value Before and After Taking			
	<i>Before Value</i>	<i>After Value</i>	<i>Difference</i>
Land	\$180,000	\$180,000	\$0
Site Improvements	\$0	\$0	\$0
Totals =	\$180,000	\$180,000	\$0
Analysis of Damages			
	<i>Acquired-Direct</i>	<i>Acquired-Indirect</i>	
Land	\$0	\$0	
Site Improvements	\$0	\$0	
Totals =	\$0	\$0	
Allocation of Damages			
Direct:	Land: None =		\$0
	Site Improvements: None =		\$0
		Total Direct =	\$0
Indirect:	None =		\$0
		Total Indirect =	\$0
		Total Damages =	\$0
Temporary Easement:	Land: Map 6, Parcel 7 (Temporary Easement Acquisition): 978-sf at \$7.00/sf = \$6,846 x 10% x 1-year = \$685, or say,		\$700
		Appraised Compensation =	\$700

Underlying Assumptions and Limiting Conditions

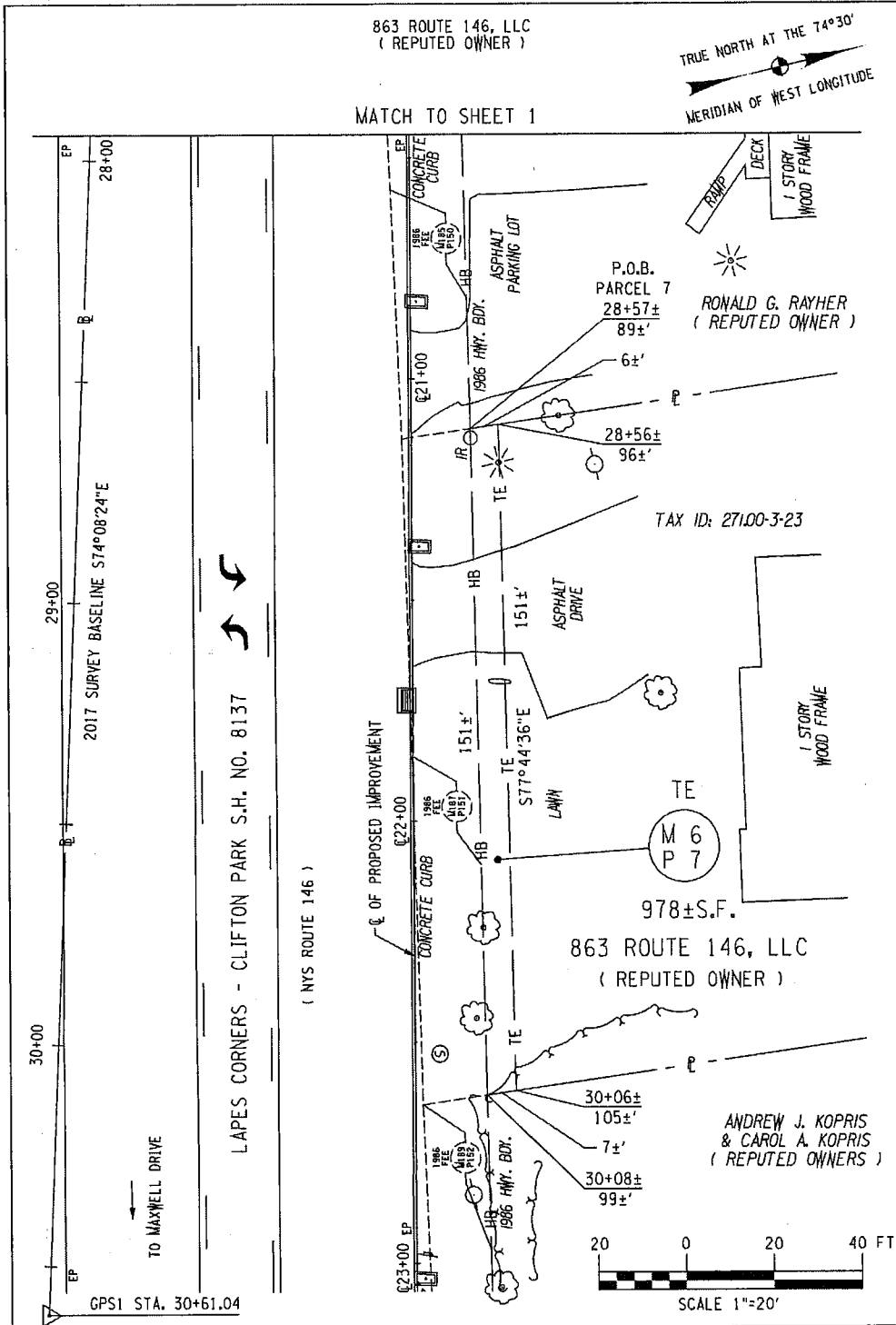
- No survey of the property has been made and no responsibility is assumed in connection with such matters. All engineering is assumed to be correct. Any maps, plats, plot plans, drawings and/or exhibits reproduced and included in this report are intended only for the purpose of showing spatial relationships and to assist the reader in visualizing the property unless otherwise stated. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern about boundaries, setbacks, encroachments, or other survey matters.
- No responsibility is assumed for matters of a legal nature that affects title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments unless otherwise stated. We are not usually provided an abstract of the property being appraised and we are not qualified to render any legal opinion concerning such a document.
- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal by the appraiser.
- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined, and considered in the appraisal report. Information and analysis shown in this report concerning these items are based on a reasonable investigation, but any significant question should be addressed to local zoning or land use officials and/or an attorney.
- It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based unless otherwise stated. This includes permits to emit any regulated substances into the air or water or onto or into the ground. Appropriate government officials and/or an attorney should be consulted if an interested party has any questions or concerns on these items since we have not made a comprehensive examination of laws and regulations affecting the subject property.
- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- The information furnished by others is believed to be reliable but its accuracy is not warranted.
- Portions of the United States are considered to be located within a designated earthquake hazard zone. Such classification, if present in subject case, may be shared by the comparables considered in this appraisal, and would be reflected in any impact on value.
- Wells and septic systems, if any, are assumed to be in good working condition and of sufficient size and capacity for the stated highest and best use unless otherwise stated.
- I am not an environmental expert, and do not have the expertise necessary to determine the existence of environmental hazards including but not limited to mechanical equipment or structures, or presence of chemical or toxic substances, urea-formaldehyde foam insulation, toxic or hazardous waste, asbestos or hazardous building materials, polychlorinated biphenyls, petroleum leakage, fire-retardant-treated substances (FRT), lead-contaminated plumbing, soil and subsoil contamination, groundwater contamination, agricultural chemicals, electro-magnetic fields (EMFs), radon or other indoor air contamination which may or may not be present on the property, or other environmental hazards or conditions on the subject or surrounding properties. None were called to my attention nor did we become aware of such during the inspection unless so stated. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. Non-disclosure should not be taken as an indication that such a problem does not exist,

APPENDIX

NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
PIN N/A

MAP NO. 6
PARCEL NOS. 6 & 7
SHEET 2 OF 4 SHEETS



NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
PIN N/A

MAP NO. 6
PARCEL NOS. 6 & 7
SHEET 4 OF 4 SHEETS

Reserving, however, to the owner of any right, title or interest in and to the property above delineated and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

The above mentioned survey baseline is a portion of the 2017 survey baseline for the New York State Route 146 sidewalk project, and is described as follows:

Beginning at Station 20+00.00; thence South 74°08'24" East to Station 30+61.04.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this is an accurate description and map made from an accurate survey, Prepared under my direction.

Date: _____ 2022
M.J. Engineering and Land Surveying, P.C.

Joseph C. Molinowski - Land Surveyor
P.L.S. No. 050314

TOWN OF CLIFTON PARK
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
NEW YORK STATE ROUTE 146 SIDEWALK PROJECT

Map No. 6
Parcel Nos. 6 & 7

863 ROUTE 146, LLC
(REPUTED OWNER)

Total Area= 1,776± SQ. FT.

PREPARED BY B. DIEHL CHECKED BY J. QUINN FINAL CHECK BY J. VAN HORN

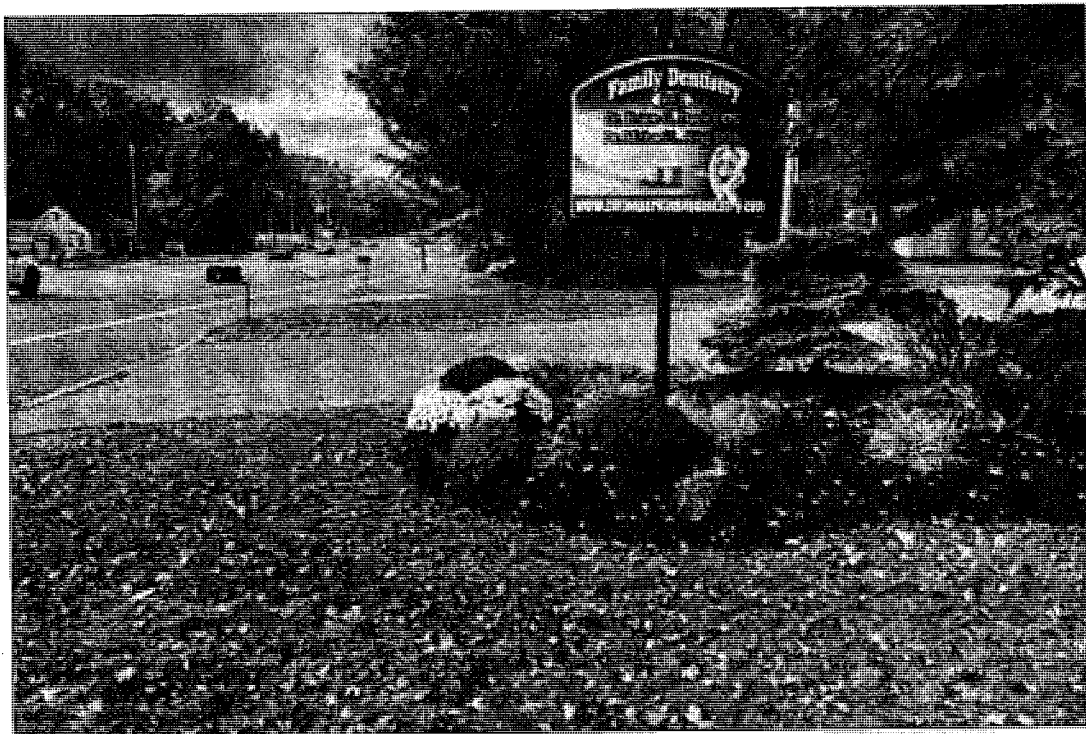
FILE NAME : EXAMING Twp of Clifton Park Route 146 Sidewalk/05/22/2022 Map/04/04.dwg



L.O.C.: NYS Route 146 – front yard
Subject: Acquisitions

Photo By: E. Stropp

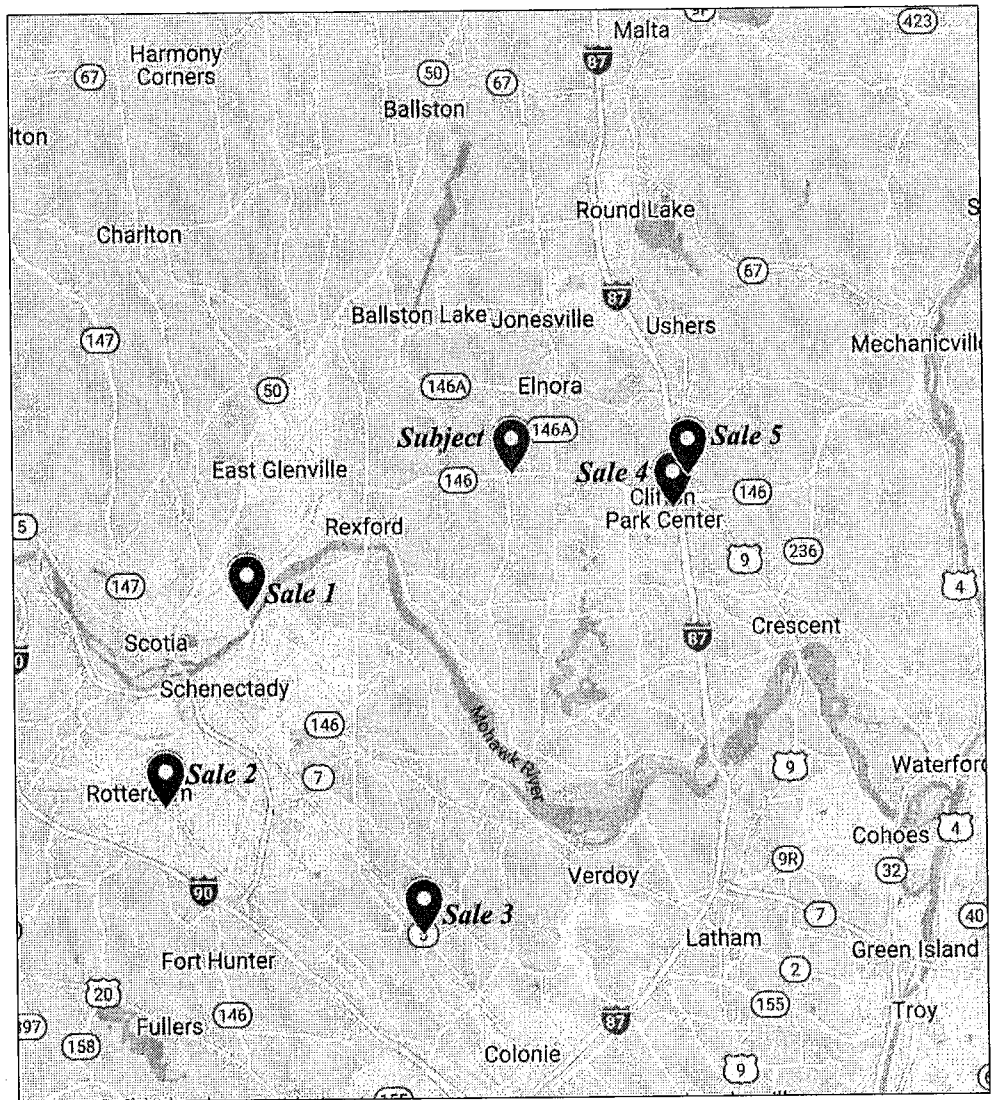
D.O.S.: W
Photo Date: 10-19-22



L.O.C.: NYS Route 146
Subject: Neighborhood – NYS Route 146

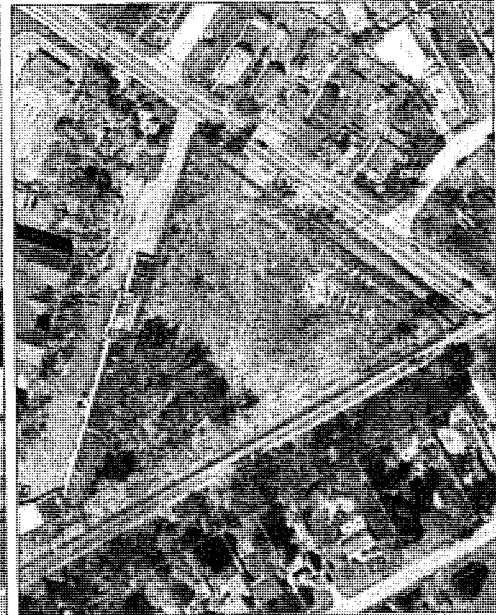
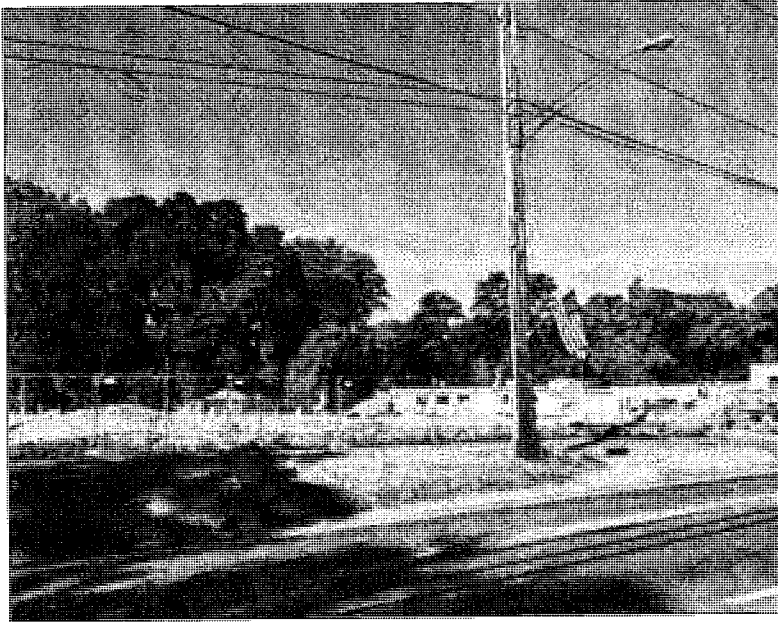
Photo By: E. Stropp

D.O.S.: W
Photo Date: 10-19-22



Comparable Data Location Map

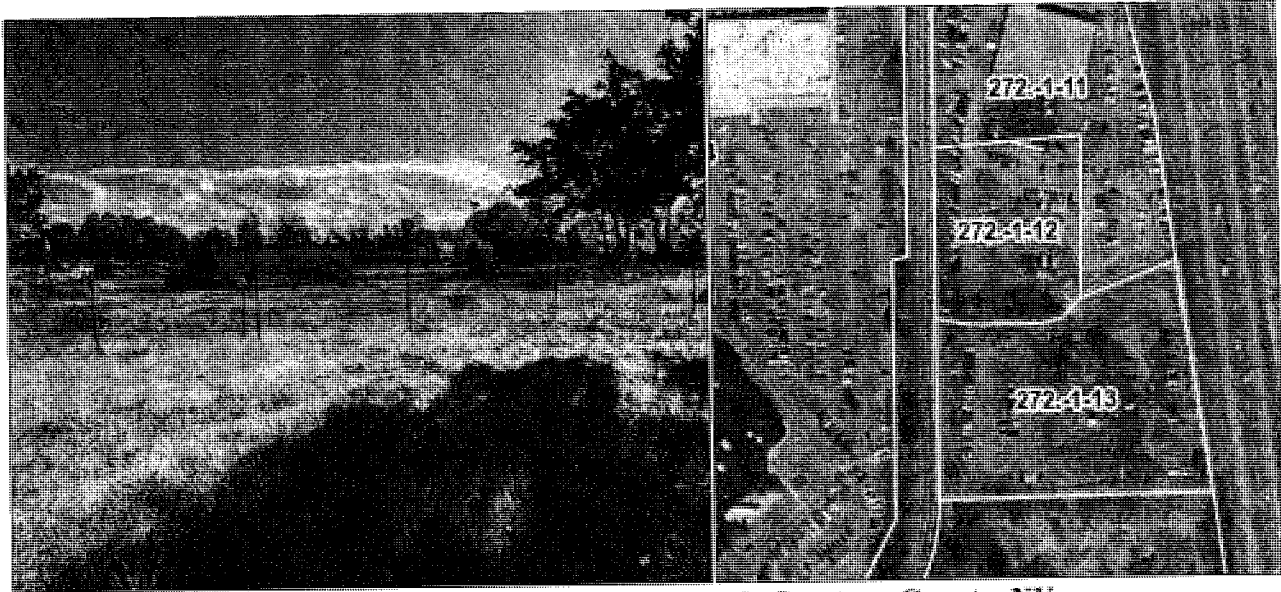
Sale 2



1502 Curry Road, Rotterdam, Schenectady County, NY

Factual & Sales Data			
Sales Price	\$600,000	Property Type	Vacant commercial land
Unit Price	\$5.53/sf	Property Code	330
Tax Map Number	58.8-11-31	Rights Conveyed	Fee simple
Land Size	108,464-sf	Financing Terms	Market
Frontage	421'	Conditions of Sale	Market
Access	1-Street	Sale Date	1-15-20
Shape	Slightly irregular	Recorded Date	1-23-20
Topography	Rolling	Seller	The Golub Corporation
Utilities	All municipal	Buyer	O'Reilly Auto Enterprises, LLC
Water Features	None	Book & Page	2028 & 990
Improvements	None	Prior Sales	None in past 5-years
Zoning	(B-2) General Business District		
Verified By	Richard J. Stropp on 8-8-22		
Verified With	Inspection, Deed, ORPTS, Image Mate Online and buyer's attorney Robert Greene		
Photo By & Date	Chadik J. Stropp on 8-4-22		
Cross Street	At the intersection of Curry Road and Cedarlawn Avenue		
Neighborhood	Mixture of commercial and residential		
Comments	Traffic counts are 18,144 cars per day along Curry Road. A railroad corridor runs along the southerly property line. The property to the west has an address of 1420 Curry Road.		

Sale 4



Clifton Park Center Road, Clifton Park, Saratoga County, NY

Factual & Sales Data

Sales Price	\$1,200,000	Property Type	Vacant commercial land
Unit Price	\$8.97/sf	Property Code	330
Tax Map Number	272-1-13	Rights Conveyed	Fee simple
Land Size	3.07-acres (133,729-sf)	Financing Terms	Market
Frontage	300'	Conditions of Sale	Market
Access	Along frontage	Sale Date	4-12-21
Shape	Regular	Recorded Date	4-23-21
Topography	Level	Seller	Clifton Park Auto Properties LLC
Utilities	All Public	Buyer	Duck Hill Realty LLC
Water Features	None	Book & Page	2021 & 14507
Improvements	Gravel parking	Prior Sales	None in the past 5-years
Zoning	B-4: Highway Business		
Verified By	Eriksen E. Stropp on 10-6-22		
Verified With	Inspection, Deed, Image Mate Online, ORPTS and buyer's attorney (Mary Slevin)		
Photo By & Date	Eriksen E. Stropp on 10-19-22		
Cross Street	South of Route 146 and within the <i>Clifton Park Shopping Center</i>		
Neighborhood	Commercial corridor		
Comments	Traffic counts along Clifton Park Center Road are not available as it lies within a shopping plaza; however, nearby Route 146 has traffic counts of 40,489 cars per day. The property is vacant land used as a surface parking lot. Any gravel parking is considered to contain a nominal contributory value.		

Stropp Appraisal

Real Estate Appraisal & Consulting
3235 Fulton Avenue, Central Square, NY 13036
Work: 315-668-5090 □ Cell: 315-436-0005 □ estropp@twcny.rr.com

October 7, 2022

863 Route 146 LLC
863 Route 146
Clifton Park, NY 12065

Re: NYS Route 146 Sidewalk Project, Town of Clifton Park, NY

Dear Property Owner:

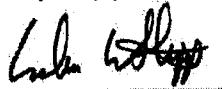
We have been retained to appraise properties relative to the above referenced project. We will be at your property along the "road frontage" located at 863 NYS Route 146 (or more specifically at tax map no. 271.12-1-22) on October 19, 2022 (Wednesday) at 11:15 a.m.

We will photograph and make a visual inspection of the affected area of the property. As the property owner, companionship with said appraiser is rightfully respected. With that said, companionship during the inspection is by no means necessary as this is only a physical inspection of the property. All questions and concerns can be directed to the appraiser via telephone or email.

Lastly, no values will be ascertained at this time. Should you have any additional questions please contact me directly at 315-436-0005 or estropp@twcny.rr.com. Also, our function is to appraise property. We have no knowledge as to the Town's schedule, operating procedures, etc. A representative familiar with procedures has or will be contacting you to discuss these items, provide you with a project map, and explain your rights. Should you desire to verify our responsibility in this project, please contact the project's sponsor:

Kimberly Dempsey
Right-of-Way Specialist
GPI Engineering
80 Wolf Road, Suite 300
Albany, NY 12205
kdempsey@gpinet.com

Very truly yours,



Eriksen E. Stropp
President
NYS Certified General Appraiser #46-4452

Inspection Letter

APPRAISAL REVIEW

**863 Route 146 LLC (Property 2)
863 Route 146, Clifton Park, NY**

Tax Map No. 271.00-3-23
Map 06 | Parcel 07

Temporary Easement: 978 sf +/-

NY Route 146 Sidewalks

DEC01-C00592GG

SCOPE of WORK OF REVIEW PROCESS

The review process is a technical field review. The general and market areas, the subject property, and comparable sales were inspected. The mapping was reviewed and compared to the appraisal report. The appraisal report was read and analyzed.

Given the scope of work applicable to the subject appraisal review assignment, it is the reviewer's opinion that the:

- material under review is reasonably complete,
- data employed, and any adjustments, are reasonably adequate and appropriate; and,
- appraisal methods and techniques used are reasonably appropriate.

This assignment includes the development of an opinion of value about the subject property of the appraisal under review. The opinion is considered an appraisal whether it concurs with the value opinion of the work under review or differs from the value opinion of the work under review.

The adoption of data and information from the appraisal report or other sources, not independently verified by the reviewer, and used to formulate a value opinion by the reviewer, is defined as an "extraordinary assumption" by the Uniform Standards of Professional Appraisal Practice. That information is used to aid the reviewer's opinions and conclusions. The use of an extraordinary assumption might affect the assignment results.

A specific extraordinary assumption related to Map No. 6, Parcel No. 7 is that the temporary easement

- reserves to the owner any right, title, or interest in and to the property and to the owner's successors or assigns, the right of access and the right of using the area, and that use will not be further limited or restricted under this easement beyond that which is necessary to effectuate the project's construction,
- is for one year, and;
- area, with the exception of tree #2 on the attached map, will be unaffected or re-established, as near as possible, to its pre-acquisition state.

COMMENTS and RECOMMENDATIONS

The estimated contributory value of tree #2 is \$500. See attached map.

Therefore,

Temporary easement (Land) – from appraisal report =	\$ 700
Temporary easement (Site Improvement – [tree #2]) =	\$ 500
	<u>\$1,200</u>

One thousand two hundred dollars is recommended as the basis for the establishment of just compensation.

10/25/22, 2:39 PM

Gmail - FW: Quick Question / Clifton Park sidewalks



David Layne <lcs360@gmail.com>

FW: Quick Question / Clifton Park sidewalks

1 message

Tue, Oct 25, 2022 at 1:49 PM

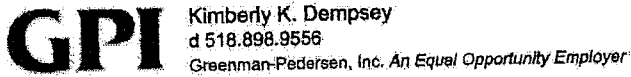
Kimberly Dempsey <kdempsey@gpinet.com>
To: "lcs360@roadrunner.com" <lcs360@roadrunner.com>

Hi Dave,

I just happened to see this in my junk mail, I don't know why it ended up being sent there! Either way I fixed it so no more of his emails should be sent to spam.

Thanks,

Kim



From: Craig Swayne <cswayne@mjels.com>
Sent: Monday, October 24, 2022 11:15 AM
To: Kimberly Dempsey <kdempsey@gpinet.com>
Subject: RE: Quick Question / Clifton Park sidewalks

Please see the attached showing the tree removals.

Thank you,

-Craig

Craig M. Swayne, P.E.

Project Engineer

MJ Engineering & Land Surveying, P.C.
1533 Crescent Road Clifton Park, NY 12065
T: (518) 371-0799 | F: (518) 371-0822
cswayne@mjels.com | www.mjels.com



BEST PLACES TO WORK
ALBANY BUSINESS REVIEW

David Layne, ASA, IAO, SRWA

EMPLOYMENT: Layne Consulting Services - Owner: 1992 - Present
R.K. Hite & Co - Vice-President, Transportation Services
New York State Department of Transportation - Director, Property Management Bureau. 1994 -1998
New York State Department of Transportation - Various positions

PROFESSIONAL DESIGNATIONS: ASA: American Society of Appraisers
IAO: New York State Assessors' Association
SR/WA: International Right of Way Association

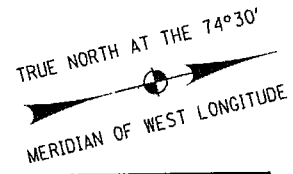
VOLUNTEERISM: Past Chair, The Appraisal Foundation's Board of Trustees (Recipient of Chair's Public Service Award)
Past Chair, The Appraisal Foundation's Education Council of Appraisal Foundation Sponsors
Past President, New York State Chapter, International Right of Way Association (Recipient of the International Professional of the Year and Louise and Y.T. Lim Awards)

EDUCATION: Hobart College, Geneva, New York - Bachelor of Arts
State University of New York, Saratoga Springs, New York - Master of Arts
Syracuse University, Syracuse, New York - Certificate of Advance Studies (Post-Master's Degree)
University of Miami, Miami, Florida - Certificate
Wesleyan University, Middletown, Connecticut - Certificate

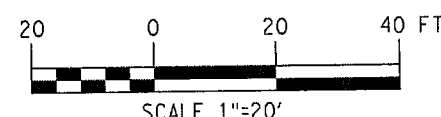
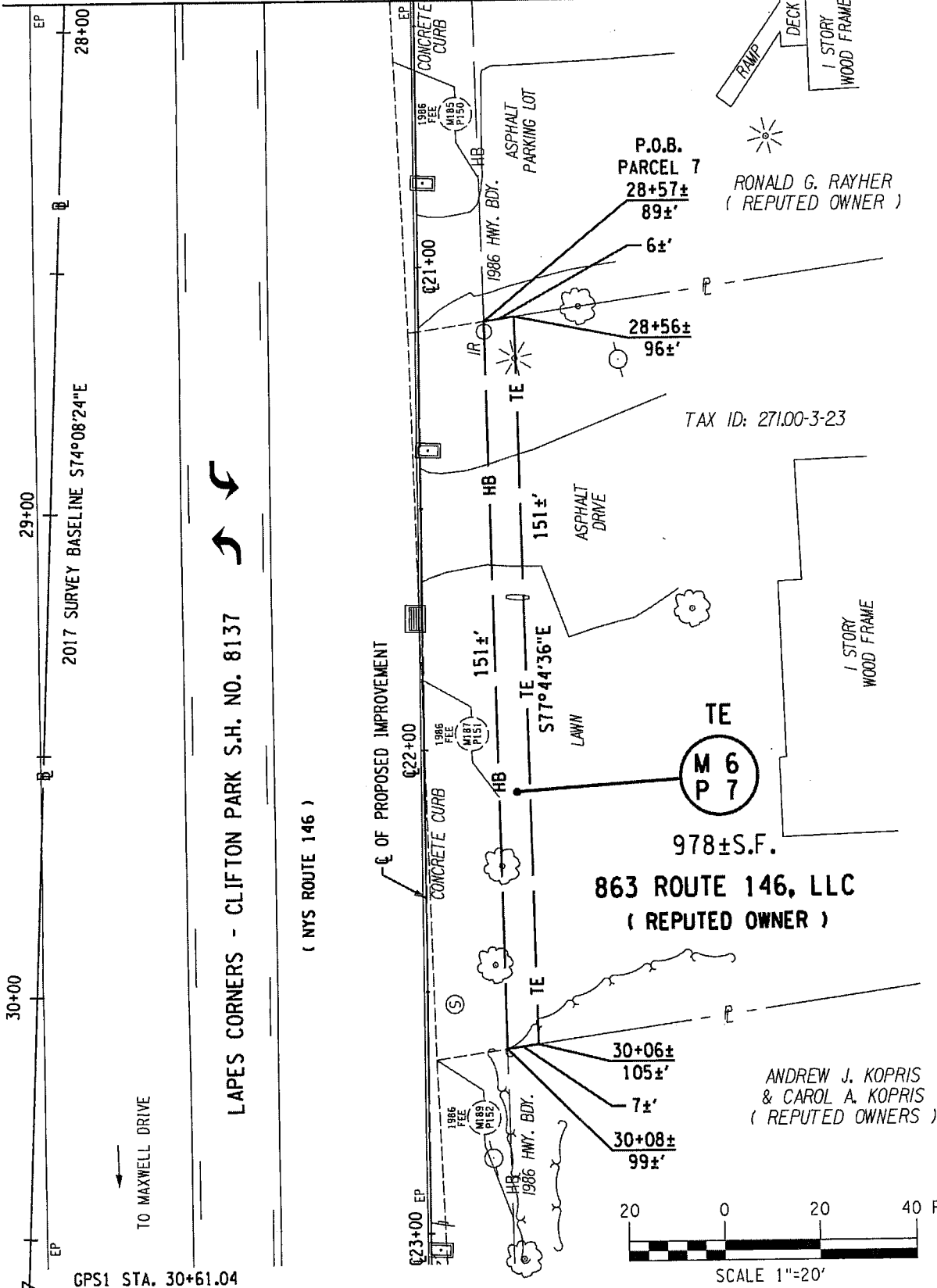
PROFESSIONAL EDUCATION PAST FIVE YEARS: 2018 - Uniform Appraisal Standards for Federal Land Acquisitions
2018 - What's New in USPAP 2018
2018, 2019, 2020, 2021 - Case Studies in Right of Way Valuation, Management, Acquisition
2018, 2019, 2021, 2022 - Case Studies in the Valuation of Upstate New York Real Estate
2018, 2020, 2022 - 7 Hour National USPAP Course
2019, 2021 - USPAP Instructor Recertification Course
2020 - USPAP and the Yellow Book
2020 - Standards of Practice for the Right of Way Professional
2020 - Appraisal Review: Applying the Standards
2021 - Introduction to Fair Housing and Fair Lending
2021 - AQB USPAP Instructor Course
2021 - Business Ethics
2022 - Market Analysis in Volatile Markets

PROFESSIONAL CERTIFICATIONS AND LICENSES: New York State Certified General Real Estate Appraiser, No. 46000008767
New York State Licensed Supervisory Appraiser
New York State Licensed Real Estate Instructor
Certified AQB (Appraiser Qualifications Board) USPAP Instructor

863 ROUTE 146, LLC
(REPUTED OWNER)



MATCH TO SHEET 1



FILE NAME = G:\MUNICIPAL\Town of Clifton Park\Recess 146 Sidewalk\863\Map\NYSR146.dwg

APPRAISAL

Jim Galarneau, PE
4 Northcrest Drive, Clifton Park, NY

Tax Map No. 271.11-1-32
Map 1 | Parcel 1

Temporary Easement: 876 sf +/-

NY Route 146 Sidewalks

DEC01-C00592GG

SUMMARY OF IMPORTANT CONCLUSIONS

Report Type	Appraisal Report (in "Value Finding/Limited Appraisal Report" Format)
Location of Property	4 Northcrest Drive, Clifton Park, NY
Type/Use of Property	Religious institution (i.e. church)
Total Land Area	4.85-acres
Building Improvements	Church
Highest and Best Use-Before	Religious institution (i.e. church)
Highest and Best Use-After	Religious institution (i.e. church)
Improvements to be Appraised	No buildings are appraised. Only the land and site improvements acquired are appraised in this analysis.
Land Assessment	\$750,600
Total Assessment	\$2,431,300
Equalized Value	\$5,285,435
Zoning	PIR: Public/Institutional/Recreational
Flood Zone	Zone X
Client/Intended User	GPI & the responsible Town of Clifton Park project officials
Purpose/Intended Use	Assist the parties involved in negotiating and ascertaining compensation
Defined Value	Market value
Interests Appraised	Fee simple and temporary easement
Hypothetical Condition	None
Extraordinary Assumptions	Yes. See definition on page 4.
Effective Date of Appraisal	October 19, 2022
Date of Preparation	October 24, 2022
Property Inspection	October 19, 2022
Marketing/Exposure Period	One year

Valuation Summary:

Before Value	\$1,056,300
After Value	\$1,056,300

Appraised Compensation:

Direct Damages	\$0
Indirect Damages	\$0
Total Damages	\$0
Plus: Temporary Easement	+ \$500
Total Compensation	\$500

Extraordinary Assumption: An extraordinary assumption is that there are no unexpected or unanticipated construction features. The above extraordinary assumptions might have affected the assignment results. A specific extraordinary assumption is that the temporary easement area, if any, is exercisable during the project construction and terminates by specific date or on the approval of the completed work or by other means and the temporary easement area will be re-established. In any event, it is assumed that the temporary easement area will be unaffected or re-established in-kind and will be for a term of 1-year. The above extraordinary assumptions might have affected the assignment results.

Definitions: Detailed below are key definitions for this analysis.

Market value is defined as “the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale”².

Fee simple estate is defined as “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat”³.

Easement is defined as “The right to use another’s land for a stated purpose.”⁴

Permanent easement is defined as “An easement that lasts forever.”⁵

Temporary easement is defined as “An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.”⁶

Contributory value is defined as “The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component.”⁷

² Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 142.

³ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 90.

⁴ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 71.

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 170.

⁶ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 231.

⁷ Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition (Chicago: Appraisal Institute, 2015) 50.

Labor Force: Unemployment, Labor Force and Employed statistics obtained from the NYS Department of Labor for subject's general market is tabulated below. The County's total employed workforce has increased +0.4% per year during the past 6-years.

<i>Unemployment Rate</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	3.9%	3.5%	3.2%	6.4%	3.8%	2.8%
NY State	4.6%	4.1%	3.8%	9.9%	6.9%	4.9%

<i>Total Labor Workforce</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	120,500	121,700	122,200	121,400	119,300	121,700

<i>Employed Workforce</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Saratoga County	115,700	117,400	118,200	113,600	114,800	118,200

Area Zoning: Subject and surrounding properties along Route 146 are zoned a variety of commercial districts. Subject property conforms to zoning and surrounding properties.

Marketing Period: Marketing period is defined as the time frame after the date of valuation, looking forward in time, as to how long a property would require exposure in order to find a buyer. There is adequate data available to determine a marketing period for subject. Real estate professionals and neighborhood observation indicate that the market is steady with modest activity. Given current market conditions, it is my opinion that the marketing period for subject would be one year.

Median Sales Price Analysis: An analysis of the County's home sale prices has been analyzed with the results charted below. The data implies an increase of +3.0% per year since 2011.

<i>Saratoga County</i>	<i>Number of Sales</i>	<i>Median Sale Price</i>	<i>Annual Change</i>
2011	1,992	\$247,500	-
2012	2,326	\$252,000	+1.8%
2013	2,669	\$262,500	+4.2%
2014	2,640	\$259,900	-1.0%
2015	2,786	\$269,000	+3.5%
2016	3,046	\$269,500	+0.2%
2017	3,023	\$282,500	+4.8%
2018	2,963	\$290,000	+2.7%
2019	2,957	\$294,900	+1.7%
2020	3,225	\$306,000	+3.8%
2021	3,524	\$331,196	+8.2%

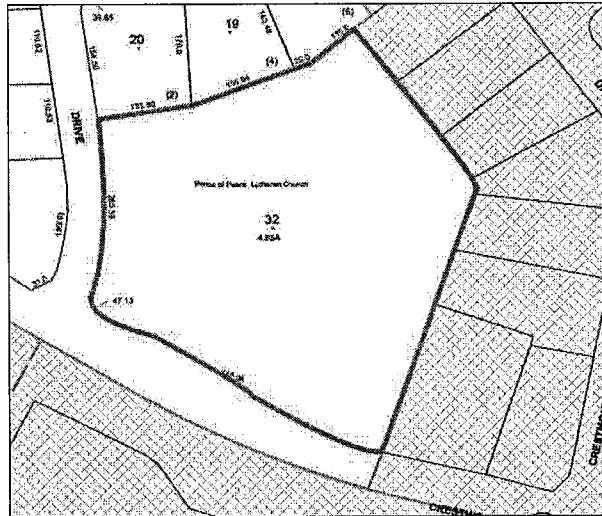
Equalization Rate Analysis: New York State publishes equalization rates annually for its cities and towns. These rates are a measure of the relationship between assessed value and market value. Annual changes in these rates can sometimes be used to identify trends in property values. A review of equalization rates over the past few years suggests an increase in values of +4.5% per year for the Town of Clifton Park. Note, a decrease in the rate reflects an increase in value.

<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2017-2022</i>
58.00%	56.00%	53.00%	51.00%	51.00%	46.00%	+4.5%/year

ASSESSED VALUE AND TAXES

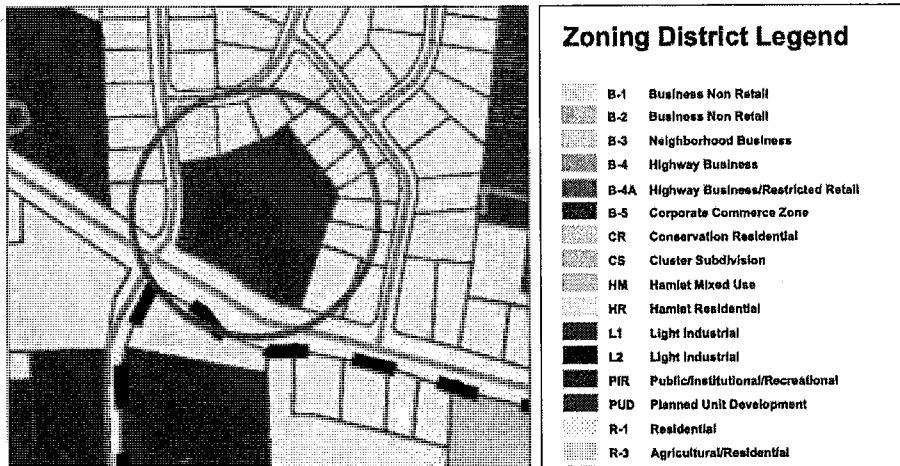
Subject's tax map number, assessment and total equalized value are shown below. The equalization rate for 2022 is 46.00%. A copy of the tax map is shown below with subject property outlined in red.

<i>Tax Map No.</i>	<i>Land Assessment</i>	<i>Total Assessment</i>	<i>Equalized Value</i>
271.11-1-32	\$750,600	\$2,431,300	\$5,285,435



ZONING

Zoning: Subject is zoned PIR: Public/Institutional/Recreational. Subject conforms to zoning. This zone is intended to promote public and institutional uses in compatibility to surrounding uses. Density regulations, a copy of the zoning map, and corresponding legend are shown below with subject property encircled in red.



<i>Zoning District</i>	<i>Minimum Front setback</i>	<i>Minimum Side Yard</i>	<i>Minimum Rear Yard</i>	<i>Building Height</i>	<i>Maximum Lot Coverage</i>
PIR	80'	20'	25'	35'	75%

Flood Insurance Rate Map: Subject is in Flood Zone X, according to Flood Insurance Rate Map 36091C0660E. Zone X denotes the least degree of hazard and flood insurance is not required within this zone. Flood insurance is not required for improvements located within this designation.

HIGHEST AND BEST USE

Considering subject's current use, zoning, physical characteristics and legal restrictions, subject's *Highest and Best Use as if Vacant* is institutional or commercial development. The *Highest and Best Use as Improved* is its existing use that of an institutional use (i.e. church).

VALUATION METHODOLOGY

Three standard valuation approaches are considered in estimating subject's value. The sales comparison is used in this analysis. As previously noted, the cost and income capitalization approaches are not used in this analysis. However, the cost approach is applied to estimate contributory value (if any) of the site improvements acquired by the acquisition. Cost information was obtained from the *Marshall & Swift Valuation Services*.

SALES COMPARISON APPROACH - Before Appraisal

Land Valuation: Sales 1, 2, 3, 4 and 5 are used in estimating land value. A description of each comparable and a map depicting their location are included in the Appendix.

Land Value - Conclusion: Prior to adjustments, comparables indicated a unit price range of \$3.45 to \$10.72/sf. The midpoint, median and mean of these comparables, after adjustments, are \$5.67, \$4.55 and \$5.66/sf, respectively. It is our opinion that the market indicates a unit value for subject's land of **\$5.00/sf** and for subject's 4.85-acres or 211,266-sf, a "before appraisal" land value of \$1,056,330, or say, **\$1,056,300**.

Site Improvements Acquired- Conclusion: We assumed that all or any signage, public utilities, like-grade, topography will be worked around or relocated, reconnected or replaced in kind.

<i>Site Improvements</i>	<i>Cost New</i>	<i>Contributory Value</i>
None =	-	\$0
Total Site Improvements =		\$0
	Land Value =	\$1,056,300
Total Land and Site Improvements - Before =		\$1,056,300

RECONCILIATION AND FINAL ESTIMATE - Before Value

In this section, the entire appraisal is reexamined to confirm consistent use of all available data, to reassess all logic applied, and to conclude to the applicability of all approaches and techniques used to derive value. The **sales comparison approach** indicates a total land value of **\$1,056,300**. The cost approach was applied to estimate the contributory value of subject's site improvements to be acquired. The contributory value of the site improvements acquired is estimated at **\$0**. Therefore, the total before value is **\$1,056,300**.

SALES COMPARISON APPROACH - After Appraisal

Land Valuation-Remaining Property: Other than the reduction in land rights, the property remains physically the same after the acquisition. The highest and best use of subject in the *Before Appraisal* remains the same for the *After Appraisal*.

Land Valuation-Conclusion: Examination of the comparables reveals nothing to indicate a change in the unit value as estimated in the *Before Appraisal*. Therefore, it is our opinion that the market value after the acquisition of the subject property is as follows.

Fee ownership: 211,266-sf at \$5.00/sf = \$1,056,330, or say, **\$1,056,300**

Site Improvements Conclusion: No site improvements appraised in the “after appraisal”, hence the value is \$0.

Reconciliation and Final Value - After Value: \$1,056,300

ALLOCATION OF VALUE BEFORE AND AFTER TAKING

Allocation of Value Before and After Taking			
	<i>Before Value</i>	<i>After Value</i>	<i>Difference</i>
Land	\$1,056,300	\$1,056,300	\$0
Site Improvements	\$0	\$0	\$0
Totals =	\$1,056,300	\$1,056,300	\$0
Analysis of Damages			
	<i>Acquired-Direct</i>	<i>Acquired-Indirect</i>	
Land	\$0	\$0	
Site Improvements	\$0	\$0	
Totals =	\$0	\$0	
Allocation of Damages			
Direct:	<i>Land: None =</i>		\$0
	<i>Site Improvements: None =</i>		\$0
	Total Direct =		\$0
Indirect:	None =		Total Indirect = \$0
	Total Damages =		\$0
Temporary Easement:	<i>Land: Map 1, Parcel 1 (Temporary Easement Acquisition):</i> 876-sf at \$5.00/sf = \$4,380 x 10% x 1-year = \$438, or say,		\$500
	Appraised Compensation =		\$500

Underlying Assumptions and Limiting Conditions

- No survey of the property has been made and no responsibility is assumed in connection with such matters. All engineering is assumed to be correct. Any maps, plats, plot plans, drawings and/or exhibits reproduced and included in this report are intended only for the purpose of showing spatial relationships and to assist the reader in visualizing the property unless otherwise stated. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern about boundaries, setbacks, encroachments, or other survey matters.
- No responsibility is assumed for matters of a legal nature that affects title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments unless otherwise stated. We are not usually provided an abstract of the property being appraised and we are not qualified to render any legal opinion concerning such a document.
- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal by the appraiser.
- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined, and considered in the appraisal report. Information and analysis shown in this report concerning these items are based on a reasonable investigation, but any significant question should be addressed to local zoning or land use officials and/or an attorney.
- It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based unless otherwise stated. This includes permits to emit any regulated substances into the air or water or onto or into the ground. Appropriate government officials and/or an attorney should be consulted if an interested party has any questions or concerns on these items since we have not made a comprehensive examination of laws and regulations affecting the subject property.
- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- The information furnished by others is believed to be reliable but its accuracy is not warranted.
- Portions of the United States are considered to be located within a designated earthquake hazard zone. Such classification, if present in subject case, may be shared by the comparables considered in this appraisal, and would be reflected in any impact on value.
- Wells and septic systems, if any, are assumed to be in good working condition and of sufficient size and capacity for the stated highest and best use unless otherwise stated.
- I am not an environmental expert, and do not have the expertise necessary to determine the existence of environmental hazards including but not limited to mechanical equipment or structures, or presence of chemical or toxic substances, urea-formaldehyde foam insulation, toxic or hazardous waste, asbestos or hazardous building materials, polychlorinated biphenyls, petroleum leakage, fire-retardant-treated substances (FRT), lead-contaminated plumbing, soil and subsoil contamination, groundwater contamination, agricultural chemicals, electro-magnetic fields (EMFs), radon or other indoor air contamination which may or may not be present on the property, or other environmental hazards or conditions on the subject or surrounding properties. None were called to my attention nor did we become aware of such during the inspection unless so stated. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. Non-disclosure should not be taken as an indication that such a problem does not exist,

APPENDIX

NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
PIN N/A

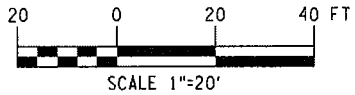
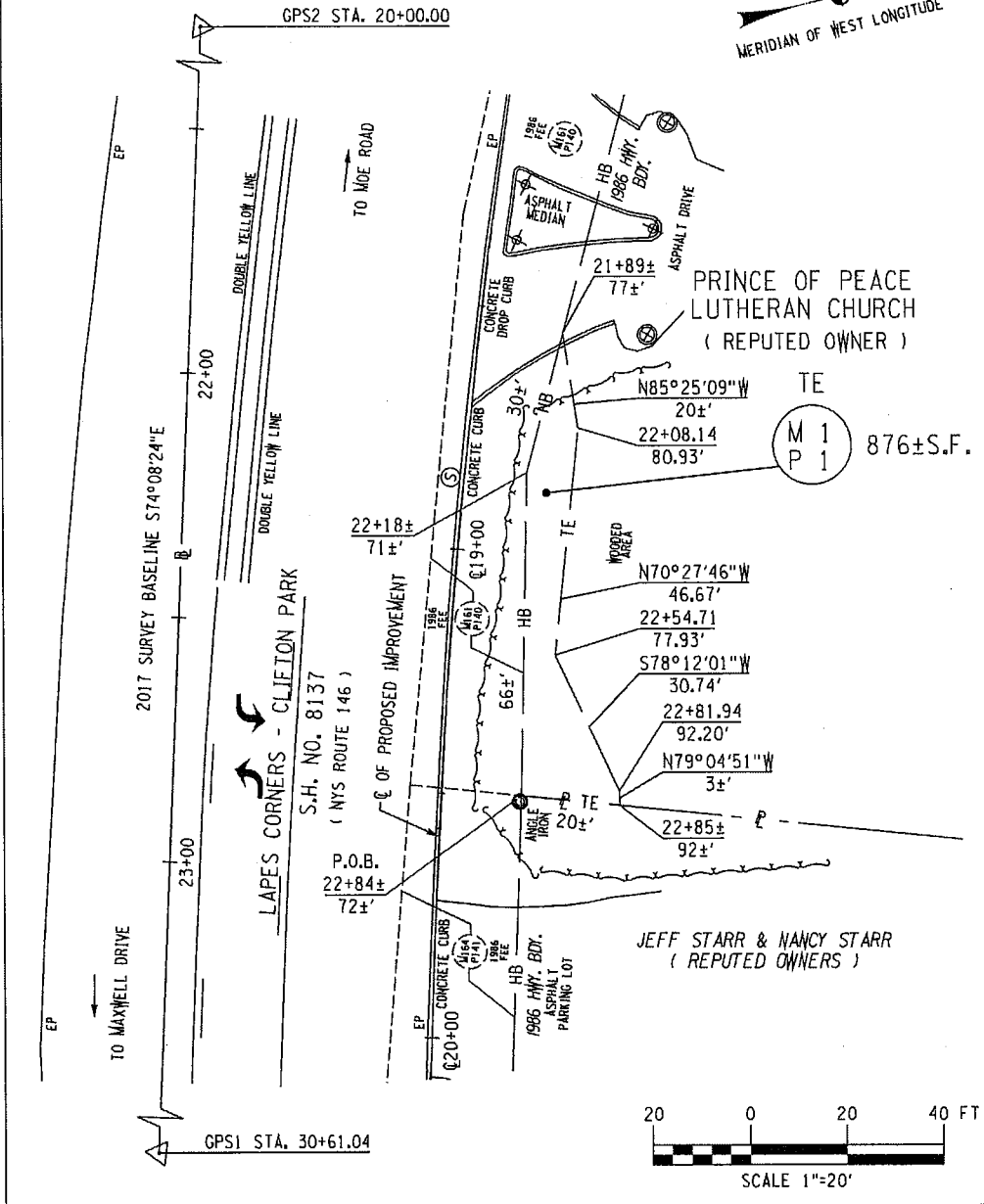
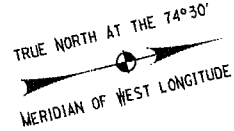
MAP NO. 1
PARCEL NO. 1
SHEET 1 OF 3 SHEETS

MAP REFERENCE:
Map entitled "Boundary Survey for Board of the Lutheran Church of America" made by C.T. Male Associates dated March 4, 1975 and filed in the Saratoga County Clerk's Office on May 21, 1975 as Map No. DD-77.

PRINCE OF PEACE
LUTHERAN CHURCH
(REPUTED OWNER)
CCD: B.1497 P.301

PARCEL SUMMARY:
Type: TEMPORARY EASEMENT
Portion of 2022 Tax
Map Ref. No. 271.11-1-32
Town of Clifton Park
County of Saratoga
State of New York

Parcel Locator Point:
N: 1469656.627
E: 681877.426



PREPARED BY B. DIEHL CHECKED BY J. QUINN FINAL CHECK BY J. MAJORSKI

FILE NAME = G:\M\092 Town of Clifton Park Route 146 Sidewalk Improvement Maps\APP1.dwg

NEW YORK STATE ROUTE 146
SIDEWALK PROJECT

TOWN OF CLIFTON PARK
ACQUISITION MAP
PIN N/A

MAP NO. 1
PARCEL NO. 1
SHEET 3 OF 3 SHEETS

The above mentioned survey baseline is a portion of the 2017 survey baseline for the New York State Route 146 sidewalk project, and is described as follows:

Beginning at Station 20+00.00; thence South 74°08'24" East to Station 30+61.04.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this is an accurate description and map made from an accurate survey. Prepared under my direction.

Date: _____ 2022
M.J. Engineering and Land Surveying, P.C.

Joseph G. Malinowski - Land Surveyor
P.L.S. No. 050314

TOWN OF CLIFTON PARK
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
NEW YORK STATE ROUTE 146 SIDEWALK PROJECT

Map No. 1
Parcel No. 1

PRINCE OF PEACE
LUTHERAN CHURCH
(REPUTED OWNER)

PREPARED BY _____ B. DIEHL _____ CHECKED BY _____ J. QUINN _____ FINAL CHECK BY _____ J. MALINOWSKI _____

FILE NAME = G:\MUNICIPAL\Town of Clifton Park Route 146 Sidewalk\2022 Map\Map1.Dwg



L.O.C.: NYS Route 146
Subject: Neighborhood - Route 146

Photo By: E. Stropp

D.O.S.: E
Photo Date: 10-19-22

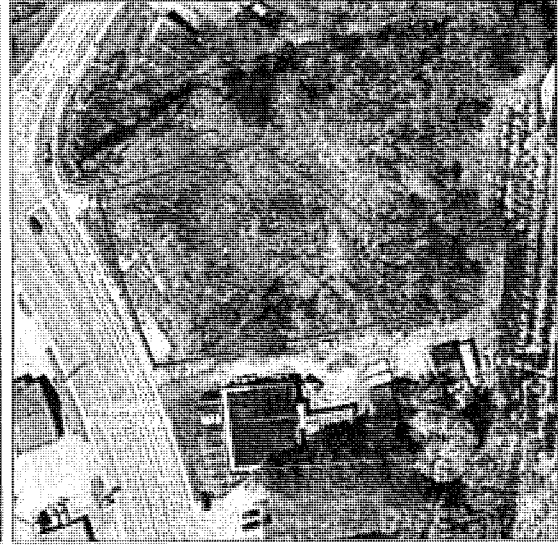


L.O.C.: NYS Route 146
Subject: Neighborhood - Route 146

Photo By: E. Stropp

D.O.S.: W
Photo Date: 10-19-22

Sale 1



Freemans Bridge Road, Glenville, Schenectady County, NY

Factual & Sales Data

Sales Price	\$120,000	Property Type	Commercial vacant land
Unit Price	\$3.45/sf	Property Code	330
Tax Map Number	30.19-1-29.1	Rights Conveyed	Fee simple
Land Size	34,776-sf	Financing Terms	Market
Frontage	156'	Conditions of Sale	Market
Access	1-Street	Sale Date	9-11-20
Shape	Slightly irregular	Recorded Date	10-8-20
Topography	Level	Seller	Nelson Family Trust
Utilities	All municipal	Buyer	P&J Glenville, Inc.
Water Features	Small creek	Book & Page	2043 & 48
Improvements	None	Prior Sales	None in past 5-years
Zoning	Freemans Bridge Road Corridor District		
Verified By	Richard J. Stropp on 8-8-22		
Verified With	Inspection, Deed, ORPTS, Image Mate Online & buyer's attorney Marybeth Slevin		
Photo By & Date	Chadik J. Stropp on 8-4-22		
Cross Street	South of Maple Avenue		
Neighborhood	Mixture of commercial and residential		
Comments	Traffic counts along Freemans Bridge Road are 12,163 cars per day. The adjoining property to the south has an address of 38 Freemans Bridge Road.		

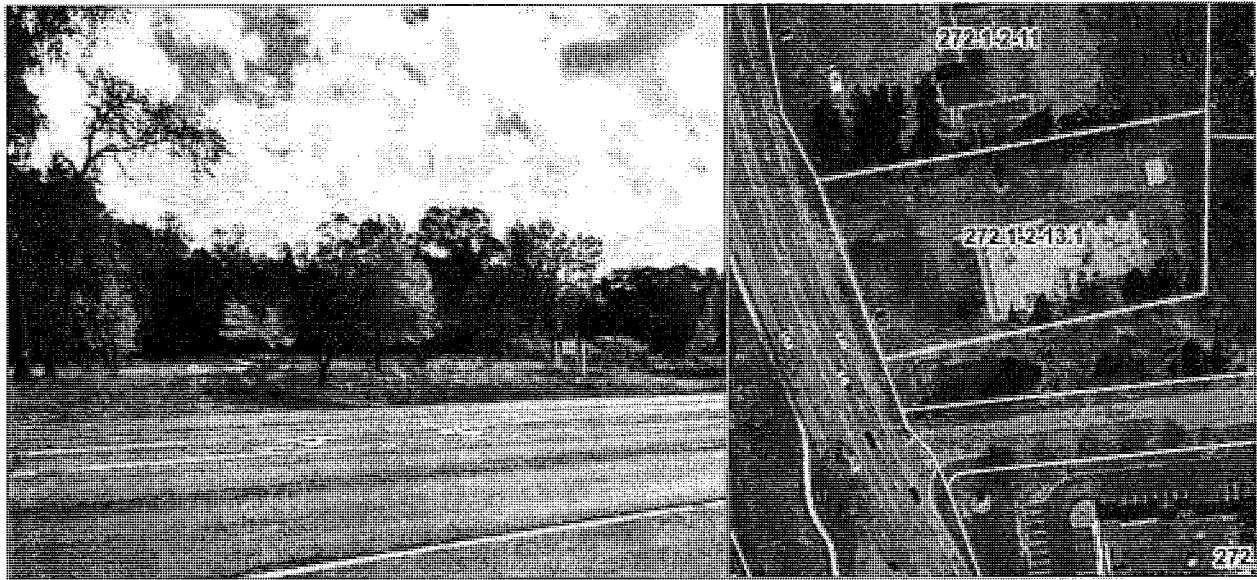
Sale 3



2044 Central Avenue, Colonie, Albany County, NY

Factual & Sales Data			
Sales Price	\$210,000	Property Type	Commercial vacant land
Unit Price	\$5.61/sf	Property Code	330
Tax Map Number	17.17-1-12	Rights Conveyed	Fee simple
Land Size	37,462-sf	Financing Terms	Market
Frontage	250', 150' & 150'	Conditions of Sale	Market
Access	3-Streets	Sale Date	2-12-20
Shape	Rectangular	Recorded Date	3-18-20
Topography	Level	Seller	Tyree Land Development, LLC
Utilities	All municipal	Buyer	Sam Petroleum, INC.
Water Features	None	Instrument Number	R2020-6019
Improvements	None	Prior Sales	None in past 5-years
Zoning	(COR) Commercial Office Residential District		
Verified By	Richard J. Stropp on 4-28-22		
Verified With	Inspection, Deed, Image Mate Online, ORPTS and buyer's attorney Kenneth P. Litz		
Photo By & Date	Chadik J. Stropp on 5-6-22		
Cross Street	Southwest corner Central Avenue and Alta Road and the northwest corner Central Avenue and Marjorie Road		
Neighborhood	Mixture of residential, commercial and industrial		
Comments	Since transfer a mini-mart with gas sales was built. Traffic counts are 23,114 cars per day along Central Avenue		

Sale 5



1739 US Route 9, Clifton Park, Saratoga County, NY

Factual & Sales Data			
Sales Price	\$565,000	Property Type	Vacant commercial land
Unit Price	\$10.72/sf	Property Code	330
Tax Map Number	272.1-2-13.1	Rights Conveyed	Fee simple
Land Size	1.21-acres (52,708-sf)	Financing Terms	Market
Frontage	171'	Conditions of Sale	Market
Access	Along frontage	Sale Date	3-29-22
Shape	Regular	Recorded Date	5-13-22
Topography	Level	Seller	Northway Romp Station LLC
Utilities	All Public	Buyer	Alda Enterprises of Albany LLC
Water Features	None	Book & Page	2022 & 16651
Improvements	Not significant (foundation)	Prior Sales	None in the past 5-years
Zoning	B-4A: Highway Business/Restricted Retail		
Verified By	Eriksen E. Stropp on 10-6-22		
Verified With	Inspection, Deed, Image Mate Online, ORPTS and buyer's attorney (David Green) 518-441-4307		
Photo By & Date	Eriksen E. Stropp on 10-19-22		
Cross Street	Immediately north of Chelsea Place		
Neighborhood	Commercial corridor		
Comments	Traffic counts along this section of Route 9 are 15,835 cars per day. There is reminiscence of a former foundation along with some asphalt driveway. These improvements have an estimated contributory value of \$10,000 or \$0.19/sf.		

ERIKSEN E. STROPP, MAI

Stropp Appraisal – Real Estate Appraisal & Consulting

9535 Money Road, Brewerton, NY 13029

Work: 315-668-5090 · www.stroppappraisal.com · estropp@twcny.rr.com

Employment History

- 2009-Current: President - Stropp Appraisal
- 1993-2009: Vice President - Pomeroy Appraisal Associates, Inc.
- 1986-1993: Staff Appraiser - Pomeroy Appraisal Associates, Inc.

Professional Designations

MAI Appraisal Designation #11568

Member, Appraisal Institute (MAI) designation is awarded by the Appraisal Institute to those who have an advanced level of expertise and experience in the valuation of commercial, industrial, residential, and other types of properties, are technically trained, have passed a rigid examination and subscribe to a high code of ethics.

Education

Clark University, Worcester, MA - BA Economics

Appraisal Specific Education – Last 10 Years

- | | |
|---|--|
| 2013- Business Practices and Ethics | 2018- Valuation Resources for Photovoltaic Systems |
| 2013- USPAP Course (2013-2014) | 2018- Property Values Affected by Property Taxes |
| 2013- Case Studies in Upstate New York | 2019- Case Studies in Upstate New York |
| 2013- Valuation of Cell Towers | 2019- Property Values Affected by Property Taxes |
| 2013- Mineral Rights Valuation Part II | 2019- Valuation for Solar Photovoltaic Systems |
| 2014- USPAP Course (2014-2015) | 2020- USPAP Course (2020-2021) |
| 2015- Analyzing Operating Expenses | 2020- USPAP and the Yellow Book |
| 2015- Case Studies in Upstate New York | 2020- Valuation Impacts of COVID-19 |
| 2016- Right of Way Valuation & Management | 2021- USPAP Course (2021-2022) |
| 2017- USPAP Course (2017-2018) | 2021- Case Studies in Upstate New York |
| 2018- Business Practices and Ethics | 2022- Introduction to Fair Housing & Fair Lending |

Professional Affiliation

- Appraisal Institute (1992-Present) - Associate Member/MAI
- Chairman (2002 & 2003) - Appraisal Institute, Upstate NY Chapter - Syracuse Branch
- Board of Directors (2003-2005) - Appraisal Institute, Upstate NY Chapter
- International Right-of-Way Association - (2013 Empire State Chapter- President and International Director)
- International Right-of-Way Association - (2014-2017 Empire State Chapter-Treasurer)

Licenses

NYS Certified General Appraiser #46-000004452; Consultant Appraiser-NYS Department of Transportation; and temporary licenses held in Michigan, Indiana, Pennsylvania, Connecticut and California

Court Testimony

Testified before NYS Supreme Court-certiorari proceedings; NYS Court of Claims Court- eminent domain; Indiana Tax Tribunal; small claims court, Board of Assessment review panel, and Zoning Board of Appeals

APPRAISAL REVIEW REPORT**CLIENT**

Client: GPI (Greenman-Pedersen, Inc.)
Other Intended Users: Town of Clifton Park (Responsible Project Official)

Intended Use: To assist intended users in the acquisition of property for
New York State Route 146 Sidewalk Project
Town of Clifton Park
County of Saratoga

Purpose: To develop a market value opinion of the subject
acquisition based on the appraisal report under
review.

PROPERTY

Map No.: 1
Parcel No.: 1
Area: 876 +/- s.f. (Temporary Easement)

Property Owner: Prince of Peace Lutheran Church (Reputed Owner)

APPRAISER

Appraiser: Stropp Appraisal – Real Estate Appraisal & Consulting
(Eriksen E. Stropp, MAI)

Appraisal Report Date: October 24, 2022
Appraisal Effective Date: October 19, 2022
Appraised Value: \$500

REVIEWER

Name: Layne Consulting Services
(David Layne, ASA)

Appraisal Review Report Date: October 28, 2022
Appraisal Review Effective Date: October 19, 2022
Reviewed Value: \$500

REVIEWER CERTIFICATION

New York State Route 146 Sidewalk Project
Town of Clifton Park
County of Saratoga

Map No.: 1
Parcel No.: 1

Prince of Peace Lutheran Church (Reputed Owner)

I certify that to the best of my knowledge and belief:

the facts and data reported by the reviewer and used in the review process are true and correct.

the analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this appraisal review report, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

my engagement in this assignment was not contingent upon developing or reporting predetermined results.

my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this review.

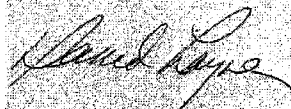
my analyses, opinions, and conclusions were developed, and this appraisal review report was prepared in conformity with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and The Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

I understand that this report may be used for a Federal Aid project.

no one provided significant professional assistance to the person signing this appraisal review report.

I have personally inspected the subject property and the comparable sales.

that my opinion of the reviewed appraised compensation as of October 19, 2022, is \$500.



Date: October 28, 2022

David Layne, ASA
New York State Certified General Real Estate Appraiser
46000008767

The above mentioned survey baseline is a portion of the 2017 survey baseline for the New York State Route 146 sidewalk project, and is described as follows:

Beginning at Station 20+00.00; thence South 74°08'24" East to Station 30+61.04.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: _____ 2022

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this is an accurate description and map made from an accurate survey. Prepared under my direction.

Date: _____ 2022
M.J. Engineering and Land Surveying, P.C.

Joseph G. Malinowski - Land Surveyor
P.L.S. No. 050314

TOWN OF CLIFTON PARK
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
NEW YORK STATE ROUTE 146 SIDEWALK PROJECT

Map No. 1
Parcel No. 1

PRINCE OF PEACE
LUTHERAN CHURCH
(REPUTED OWNER)

Resolution 4

Resolution No. _____ of 2023, a resolution accepting dedication of sewer/utility easements from the Shenendehowa Central School District and Donald C. Greene along a portion of New Maxwell Drive.

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

WHEREAS, Shenendehowa Central School District and Donald C. Greene, wish to dedicate certain sanitary sewer infrastructure, including pipes, conduits and sewer pumps within the 5 Maxwell Drive Subdivision, to the Town of Clifton Park for sewer purposes, and

WHEREAS, the grantors also wish to convey permanent easements to access, repair, replace and test all infrastructure conveyed to the Town, and

WHEREAS, Mike O'Brien, Collection Systems Manager, has inspected and examined the infrastructure to be dedicated, and recommends acceptance of the offer of dedication, and

WHEREAS, the Town Board agrees to accept the dedication of sanitary sewer improvements and easements; now, therefore be it

RESOLVED, that the Town Board hereby accepts the dedication of certain sanitary sewer improvements and easements, per the attached, subject to final review of deeds, and related transfer documents by the Town Attorney.

Meg Springli

From: noreply
Sent: Tuesday, January 3, 2023 5:10 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli; areid@cliftonpark.org; cohara@cliftonpark.org
Subject: Resolution Request for TB Meeting: 01-09-2023 or 1/16/23 legal
Attachments: 63b4a7a802e1a-Sewer Easement.docx

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

Department: legal
Your email: tmccarthy@cliftonpark.org

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

Requested Meeting Date: 01-09-2023

Alternate Date 1/16/23

Brief Description: **Accept Sewer Dedication and related Easement from Shen and DCG for Building being donated to the School District**

Budget #: none
Budget Description: none
\$ Amount: 0

Additional Comments/Details:

EASEMENT

THIS INDENTURE, made the 29th day of December, 2022 between

DONALD C. GREENE with an address for the transaction of business at 800 Route 146, Clifton Park, New York 12065 ("DCG") and **SHENENDEHOWA CENTRAL SCHOOL DISTRICT**, a New York school district and governmental unit under Internal Revenue Code Section 170(c)(1) having an address at 5 Chelsea Place, Clifton Park, New York 12065 ("SCSD") (DCG and SCSD are hereinafter collectively referred to as the "Grantor").

and

TOWN OF CLIFTON PARK, a municipal corporation organized and existing under the laws of the State of New York, with its offices located at Town Hall, 1 Town Hall Plaza, Town of Clifton Park, New York 12065 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the Grantor are the respective owners of a certain parcels of land in the Town of Town of Clifton Park, County of Saratoga, New York reflected: (a) on the certain map entitled "Subdivision and Lot Line Adjustment of Lands of Donald C. Greene" dated November 29, 2022 as prepared by The Environmental Design Partnership, LLP and filed in the Saratoga County Clerk's Office on December 15, 2022 as Map No. M2022236; and (b) as further described in the certain Instrument entitled "Amended and Restated Declaration of Reciprocal Easements and Restrictions dated December 27, 2022 that was recorded in the Saratoga County Clerk's Office on December 27, 2022 as Instrument Number 2022039318;

WHEREAS, the Grantor desire to convey, grant and transfer to the Grantee a permanent and irrevocable easement for sewer purposes over the portion of their respective properties more particularly described on **Exhibit "A"** hereto (the "Easement Area")

WHEREAS, the Grantor desire to transfer, convey and dedicate to the Grantee all of their respective right, title and interest in and to the sewer lines and facilities within the Easement Area

NOW, THEREFORE, the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, release, transfer and convey to the Grantee, its successors and assigns forever, a permanent easement for the installation, maintenance, repair, replacement, improvement, use and operation of sanitary sewer lines and appurtenance over the Easement Area and does hereby further convey to the Grantee all of its right, title and interest in and to the sewer lines and facilities installed within the Easement Area.

TOGETHER WITH a further right of ingress and egress across such property of the respective Grantor, in common with others, to effectuate the purposes of said sewer easement, provided such right of ingress and egress is exercised by the Grantee over routes that occasion the least practicable damage and inconvenience to the Grantor (the "Right of Way").

The Grantor and its heirs, successors and assigns shall neither make nor cause any permanent construction nor the erection of any structure within the Easement Area. The Grantee and its heirs, successors and assigns may remove from within the boundaries of the permanent easement described herein any obstruction constructed, erected or installed in violation of the foregoing restrictions, and the Grantee shall be under no obligation to repair, replace or restore any such removed obstruction.

The Grantor and its heirs, successors and assigns shall not plant any trees within the boundaries of the Easement Area with the exception of flowers, shrubs, ornamental plantings and ground cover within the Easement Area.

The Grantee and its heirs, successors and assigns may remove from within the boundaries of the Easement Area described herein any obstruction which may interfere with the access to or the installation, repairing, replacing, maintaining or use of said sanitary sewer line and appurtenances in the Easement Area, including trimming, cutting, removing trees or brush removal, disturbance or damage, and the Grantee shall be under no obligation to repair, replace or restore any such removed constructions.

The respective Grantor and its heirs, successors and assigns hereby covenant and agree that any and all disturbances to the surfaces of the lands of the respective Grantor during future repairs and maintenance of said sewer lines and pipes in the Easement Area will be made by the respective Grantor whose property is disturbed.

THIS Easement shall run with the land and be binding on the parties hereto and their respective heirs, successors and assigns.

SUBJECT to any and all enforceable easements, restrictions, and conditions or record.

AND Grantor hereby warrants that it has fee simple title in the area of land or property comprising the Easement Area and Right of Way described herein, and that it has good and lawful right to convey the rights conveyed by this instrument to the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written,

GRANTOR

Donald C. Greene

**SHENENDEHOWA CENTRAL
SCHOOL DISTRICT**

By: _____
Dr. Oliver Robinson, Superintendent

STATE OF FLORIDA)
) ss.:
COUNTY OF)

On the ___ day of December in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **DONALD C. GREENE** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of December in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **OLIVER ROBINSON** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

EASEMENT AREA

**SURVEY DESCRIPTION
30-FOOT WIDE SANITARY SEWER UTILITY EASEMENT OVER
LANDS OF DONALD C. GREENE
TO BE GRANTED TO THE
TOWN OF CLIFTON PARK SEWER DEPARTMENT
5 MAXWELL DRIVE SUBDIVISION & LOT LINE ADJUSTMENT
CLIFTON PARK, NY**

30-FOOT WIDE SANITARY SEWER UTILITY EASEMENT THROUGH ALL THOSE CERTAIN TRACTS, PIECES OR PARCELS OF LAND SITUATE in the Town of Clifton Park, County of Saratoga, State of New York lying north of the northerly line of NYS Route 146, west of the westerly line of Maxwell Drive as shown on a map entitled "Subdivision and Lot Line adjustment of Lands of Donald C. Greene", dated November 29, 2022 as prepared by The Environmental Design Partnership, LLP and filed in the Saratoga County Clerk's Office on December 15, 2022 as Map No. M2022236 and being further bounded and described as follows:

Commencing at the point of intersection of the easterly line of lands of Donald C. Greene d/b/a DCG Development Co. as conveyed in Instrument No. 2009005573 with the common division line of Lot No. 843 (Filed Map No. G-352) to the south and lands to be added to 855 Route 146 to the north as shown on said map;

Thence from said *Point of Commencement* along said easterly line of lands of Donald C. Greene d/b/a DCG Development Co. as conveyed in Instrument No. 2009005573, North 01 deg. 55 min. 20 sec. West, 121.69 feet to the **Point of Beginning** of the hereinafter described *easement*;

Thence from said *Point of Beginning* continuing along said easterly line of lands of Donald C. Greene d/b/a DCG Development Co. as conveyed in Instrument No. 2009005573, North 01 deg. 55 min. 20 sec. West, 253.86 feet to a point;

Thence through Lot 1, said lands to be added to 855 Route 146, Lot No. 839 (Filed Map No. G-352) and said Lot No. 843 (Filed Map No. G-352) as shown on said map the following seven (7) courses and distances:

- 1) North 88 deg. 04 min. 40 sec. East, 30.00 feet to a point;
- 2) South 01 deg. 55 min. 20 sec. East, 234.92 feet to a point;

- 3) South 66 deg. 26 min. 40 sec. East, 257.89 feet to a point;
- 4) South 14 deg. 17 min. 20 sec. West, 275.00 feet to a point;
- 5) North 75 deg. 42 min. 40 sec. West, 30.00 feet to a point;
- 6) North 14 deg. 17 min. 20 sec. East, 249.50 feet to a point; and
- 7) North 66 deg. 26 min. 40 sec. West, 251.32 feet to the point or place of beginning of said *easement* and containing 0.524± acres of land.

Said *easement* made subject to any and all enforceable covenants, conditions, easements and restrictions of record as they may appear.

Resolution 5

Resolution No. _____ of 2023, a resolution authorizing Sam Chase, Max Luetters and Ryan Boni from the Building Department to attend the Annual Northern Adirondack Continuing Education Conference to be held in Lake Placid, New York, February 26-March 2, 2023.

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

WHEREAS, conferences are designed to give their members the needed hours to complete the New York State 24 hours requirement for in service education for all Code Enforcement Officers per year, in order to maintain their certification, and

WHEREAS, the 2023 Conference sponsored by the New York State Building Officials Chapter is necessary for the acquisition of needed credits by Building Department officials, and

WHEREAS, attendance at these seminars would provide a benefit to the residents of the town and is necessary to maintain building officials' credentials; now, therefore, be it

RESOLVED, that the Building Department is authorized to send Sam Chase, Max Luetters, and Ryan Boni to the Annual Northern Adirondack Continuing Education Conference from February 26-March 2, 2023 in Lake Placid, at a total cost for three attendees not to exceed \$3,300, as budgeted from A-3620-001(Building Dept-Training and Conferences).

Meg Springli

From: noreply
Sent: Wednesday, December 28, 2022 9:38 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli
Subject: Resolution Request for TB Meeting: 01-09-2023 or Building and Development
Attachments: 63ac54d49f900-Resolution Request00589720221228091530.pdf

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

Department: **Building and Development**
Your email: **wschoenborn@cliftonpark.org**

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

Requested Meeting Date: **01-09-2023**

Alternate Date

Brief Description: **State Required Training in Lake Placid for Max Iuetters, Ryan Boni, and Sam Chase
February 27th- March 2nd**

Budget #: **A3620-001 Training**
Budget Description: **Training**
\$ Amount: **3300.00**

Additional Comments/Details:

28th ANNUAL NORTHERN ADK CEO CONFERENCE

"FIRST PREVENTER INSTITUTE"

February 27 - March 2, 2023

The High Peaks Resort

2384 Saranac Ave

Lake Placid NY 12946

518-523-4411

The program will include 24 hours of in-service credits. All courses are new to the north county and will be a quality balance of timely Building and Fire Code issues. Instructors have been handpicked for their ability and willingness to answer any and all questions.

Tentative Schedule is available at <https://adkceo.com/pdf/schedule.pdf>

Room Rates start at \$125.00. Hotel Information available at <https://www.adkceo/HotelReg.htm>

Conference includes Breakfast every day. Morning and Afternoon breaks. 3 days of lunch and a Monday night Welcome reception.

To register for the conference, you will need your NY Training ID and your FDID numbers. The on-line registration will ask you if you wish to have your 2023 membership dues of \$25.00 added to your invoice. Please make sure you review these items during the registration process.

The cost of this year's conference is \$380.00 for members of NACEOA or any other chapter of NYSBOC. All others will be charged \$425.00. There will be a choice on the registration form. Please select the correct choice.

Click on registration link below and enter your NY Training ID and your FDID number. When you click SUBMIT at the bottom of the page you will be directed to a page to enter your personal information. Please make sure all of this data is correctly entered. Once the data is entered correctly and you have made all required choices please click REGISTER at the bottom of the page. A pdf file will now open in your browser. Please print out these pages for your records. A copy of this information will also be emailed to you.

Jim Morganson
Host First Preventer Institute

Sign up today for Lake Placid's "First Preventer Institute"!

Thank you for your continued support.

To continue to registration or to renew membership go to

<https://www.codesclass.com/na/>

**NORTHERN ADIRONDACK CODE
ENFORCEMENT OFFICIALS ASSOCIATION**

(Members from Clinton, Essex, Franklin, Hamilton, Lewis, St. Lawrence, Saratoga, Warren, and Washington Counties)
INVOICE

December 27, 2022

INVOICE No: CE1002473 - 2023

Payable To:
NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION
P O Box 704
Lake Placid NY 12946

Contact: nadirondack@gmail.com

Attendee:
MAX LUETTERS
MLUETTERS@CLIFONPARK.ORG
CLIFTON PARK NY 12065

Attendance at The Northern Adirondack Educational Conference
February 27 - March 2, 2023 \$380.00

TOTAL AMOUNT DUE \$380.00

**PLEASE MAKE CHECKS PAYABLE TO:
NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION
SORRY WE DO NOT ACCEPT CREDIT CARDS**

TAX ID: 14-1802502

NYS VENDOR ID: 1000027924



Friday, December 23, 2022

Dear Max Luettters

We are pleased to confirm your reservation at High Peaks Resort and look forward to welcoming you in the future. Please review the following information for accuracy and contact us at (518) 523-4411 to correct or change the information found in this confirmation letter.

The room rate quoted is per night for the number of guests stated. Any changes may affect the rate. Deposits for canceled, shortened, or rescheduled reservations are subject to forfeiture based on the cancellation policy described below. Although we do not guarantee specific room numbers, every effort is made to accommodate your requests. As rooms are not available for occupancy until after 4:00 PM, we recommend afternoon arrival. Check-out time is 11:00 AM and departure after 11:00 AM will result in a half-night's room charge. Departure after 2:00 PM will be subject to a full night's room charge.

Reservation Details

GUEST: Max Luettters
CONFIRMATION NO.: 210519212
ARRIVAL DATE: 02-26-23
DEPARTURE DATE: 03-02-23
NUMBER OF GUESTS: 1 / 0
NUMBER OF ROOMS: 1
ROOM TYPE: Guest Room
ROOM RATE: 125.00 USD
DEPOSIT REQUESTED: 150.70 USD
DEPOSIT DUE DATE: 12-23-22 USD
DEPOSIT AMOUNT PAID: 150.70 USD

Cancellation Policy:

Individual reservations must be canceled 30 days prior to arrival. Canceling your reservation after 6:00 PM EST 30 days prior to your arrival will result in a penalty of one night's room charge plus any package add-ons (forfeit of the initial deposit). Guests who do not check-in by midnight on the day of arrival will be responsible for the full amount of the stay. Changes cannot be made to the length of stay or rate within 30 days of arrival. Additional cancellation policies are in place for different groups. Please retain your cancellation number as verification of your canceled reservation.

Smoking Policy:

To preserve the pristine condition of the resort and to ensure a pleasant and memorable experience for all our guests High Peaks Resort is a 100% non-

**NORTHERN ADIRONDACK CODE
ENFORCEMENT OFFICIALS ASSOCIATION**

(Members from Clinton, Essex, Franklin, Hamilton, Lewis, St. Lawrence, Saratoga, Warren, and Washington Counties)
INVOICE

December 27, 2022

INVOICE No: NY0008353 - 2023

NOTE NEW MAILING ADDRESS

Payable To:

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

P O Box 704

Lake Placid NY 12946

Contact: nadirondack@gmail.com

Attendee:

SAMUEL CHASE

1 TOWN HALL PL

CLIFTON PARK NY 12065

Attendance at The

Northern Adirondack Educational Conference

February 27 - March 2, 2023

\$380.00

TOTAL AMOUNT DUE

\$380.00

PLEASE MAKE CHECKS PAYABLE TO:

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

TAX ID: 14-1802502

WE DO NOT ACCEPT CREDIT CARDS

NYS VENDOR ID: 1000027924



Tuesday, December 27, 2022

Dear Sam Chase

We are pleased to confirm your reservation at High Peaks Resort and look forward to welcoming you in the future. Please review the following information for accuracy and contact us at (518) 523-4411 to correct or change the information found in this confirmation letter.

The room rate quoted is per night for the number of guests stated. Any changes may affect the rate. Deposits for canceled, shortened, or rescheduled reservations are subject to forfeiture based on the cancellation policy described below. Although we do not guarantee specific room numbers, every effort is made to accommodate your requests. As rooms are not available for occupancy until after 4:00 PM, we recommend afternoon arrival. Check-out time is 11:00 AM and departure after 11:00 AM will result in a half-night's room charge. Departure after 2:00 PM will be subject to a full night's room charge.

Reservation Details

GUEST:	Sam Chase
CONFIRMATION NO.:	210518998
ARRIVAL DATE:	02-26-23
DEPARTURE DATE:	03-02-23
NUMBER OF GUESTS:	1 / 0
NUMBER OF ROOMS:	1
ROOM TYPE:	Lake House King
ROOM RATE:	125.00 USD
DEPOSIT REQUESTED:	150.70 USD
DEPOSIT DUE DATE:	12-23-22 USD
DEPOSIT AMOUNT PAID:	150.70 USD

Cancellation Policy:

Individual reservations must be canceled 7 days prior to arrival. Canceling your reservation after 6:00 PM EST 7 days prior to your arrival will result in a penalty of one night's room charge plus any package add-ons (forfeit of the initial deposit). Guests who do not check-in by midnight on the day of arrival will be responsible for the full amount of the stay. Changes cannot be made to the length of stay or rate within 7 days of arrival. Additional cancellation policies are in place for different rates and packages. Please retain your cancellation number as verification of your canceled reservation.

Smoking Policy:

To preserve the pristine condition of the resort and to ensure a pleasant and memorable experience for all our guests High Peaks Resort is a 100% non-smoking facility. Smoking is prohibited in all guest rooms, restaurants, lounges,

High Peaks Resort
2384 Saranac Avenue, Lake Placid, NY | (518) 523-4411 | info@highpeaksresort.com
www.highpeaksresort.com

**NORTHERN ADIRONDACK CODE
ENFORCEMENT OFFICIALS ASSOCIATION**

(Members from Clinton, Essex, Franklin, Hamilton, Lewis, St. Lawrence, Saratoga, Warren, and Washington Counties)
INVOICE

December 22, 2022

INVOICE No: CE1003180 - 2023

NOTE NEW MAILING ADDRESS

Payable To:

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

P O Box 704

Lake Placid NY 12946

Contact: nadirondack@gmail.com

Attendee:

RYAN BONI

1 TOWN HALL PLAZA

CLIFTON PARK NY 12065

Attendance at The
Northern Adirondack Educational Conference
February 27 - March 2, 2023

\$380.00

TOTAL AMOUNT DUE

\$380.00

**PLEASE MAKE CHECKS PAYABLE TO:
NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION**

TAX ID: 14-1802502

WE DO NOT ACCEPT CREDIT CARDS

NYS VENDOR ID: 1000027924



Friday, December 23, 2022

Dear Ryan Boni

We are pleased to confirm your reservation at High Peaks Resort and look forward to welcoming you in the future. Please review the following information for accuracy and contact us at (518) 523-4411 to correct or change the information found in this confirmation letter.

The room rate quoted is per night for the number of guests stated. Any changes may affect the rate. Deposits for canceled, shortened, or rescheduled reservations are subject to forfeiture based on the cancellation policy described below. Although we do not guarantee specific room numbers, every effort is made to accommodate your requests. As rooms are not available for occupancy until after 4:00 PM, we recommend afternoon arrival. Check-out time is 11:00 AM and departure after 11:00 AM will result in a half-night's room charge. Departure after 2:00 PM will be subject to a full night's room charge.

Reservation Details

GUEST:	Ryan Boni
CONFIRMATION NO.:	210518258
ARRIVAL DATE:	02-26-23
DEPARTURE DATE:	03-02-23
NUMBER OF GUESTS:	1 / 0
NUMBER OF ROOMS:	1
ROOM TYPE:	Guest Room
ROOM RATE:	125.00 USD
DEPOSIT REQUESTED:	150.70 USD
DEPOSIT DUE DATE:	12-23-22 USD
DEPOSIT AMOUNT PAID:	150.70 USD

Cancellation Policy:

Individual reservations must be canceled 30 days prior to arrival. Canceling your reservation after 6:00 PM EST 30 days prior to your arrival will result in a penalty of one night's room charge plus any package add-ons (forfeit of the initial deposit). Guests who do not check-in by midnight on the day of arrival will be responsible for the full amount of the stay. Changes cannot be made to the length of stay or rate within 30 days of arrival. **Additional cancellation policies are in place for different groups.** Please retain your cancellation number as verification of your canceled reservation.

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To preserve the pristine condition of the resort and to ensure a pleasant and memorable experience for all our guests High Peaks Resort is a 100% non-

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