


# TOWN OF CLIFTON PARK TOWN BOARD MEETING

February 6, 2023

The Town Board meeting can be viewed live by visiting [www.cliftonpark.org](http://www.cliftonpark.org) Scroll down to click

 ONLINE BOARD MEETINGS

- 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**
  - **Resolutions for Consideration**
  - **Other Business**
- VII. **Open Public Privilege**

NOTE:

Please check [www.cliftonpark.org](http://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  
February 6, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Legal/ Assessor	Schedule Public Hearing on proposed local law to amend existing Real estate tax exemption for volunteer firefighters and ambulance workers	T. McCarthy
2. Legal/Animal Control	Schedule Public Hearing on proposed local law to authorize Animal Control to seek restitution as penalty for animal control cases with damages to third parties and to recover any shelter fees paid by the Town for sick animals	T. McCarthy
3. Animal Control	Authorize renewal of annual contracts with Animal Control of the City of Mechanicville and Town of Halfmoon	P. Barrett
4. Parks & Recreation	Adoption of updated guest policy for Town Pools	L. Walowit
5. Parks & Recreation	Adoption of the updated General Facility Fee schedule for town pool memberships and for short-term use of town-owned facilities and programs	L. Walowit
6. Highway Department	Accept bid from Precision Trenchless LLC of Schenectady, NY to line four deteriorated storm water pipelines within town easements.	D. Bull
7. Town Board	Authorize appointment of Josh O'Leary as Chair of the IDA	P. Barrett
8. Supervisor's Office	Authorize reappointment of Sheila Barkevich as Secretary of the IDA	P. Barrett
9. Legal	Authorize appointment of Cindy Zlogar as Temporary Confidential Secretary to the Town Attorney	T. McCarthy

10. Supervisor's Office Authorized correction of appointment of Aaron Cote as ESAB Alternate Representative from the Ballston Lake Fire Department to the ESAB Alternate Representative from the Rexford Fire Department P. Barrett
11. Supervisor's Office Authorized provisional appointment of Norah Hoefer as Communications and Technology Coordinator P. Barrett

**RESOLUTION**

**#1**

Resolution No. \_\_\_\_\_ of 2023, a resolution scheduling a public hearing to consider a local law amending chapter 182, Article VI, of the Town Code to provide for enhanced Real Property tax exemptions for enrolled members of Incorporated Volunteer Fire Companies, fire departments, and incorporated voluntary Ambulance Services, and their spouses within the Town

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Chapter 182, Article VI of the Town Code provides for certain Real Property Exemptions for enrolled and certified members of Incorporated volunteer Fire Companies, fire departments, and incorporated voluntary Ambulance Services, and their spouses, and

WHEREAS The New York State Legislature has amended the legislative authorization for such exemptions relating to these volunteers, providing for enhanced exemptions over existing law, and

WHEREAS, the Town Board wishes to consider a Local Law implementing such enhanced exemptions for Volunteer firemen, ambulance workers and their spouses for Real Property in town occupied by such volunteers consistent with amendments to Section 466-a of the Real Property Tax law, NOW, THEREFORE, BE IT

RESOLVED, that the Town Board will hold a Public Hearing on February 27, 2023 at 7:05 PM, on a proposal to Article VI of Chapter 182 of the Town Code pursuant to RPTL 466-a.

Article VI  
**Exemption for Volunteer Fire Fighters and Ambulance Workers**

[Adopted 2-27-2006 by L.L. 3-2006]

**§ 182-12 Legislative intent.**

The Town Board recognizes the roles of the volunteer fire fighters and ambulance workers in securing the safety and well being of our communities. The Town Board hereby finds that it is in the [best] interests of the Town of Clifton Park to encourage volunteerism for said purposes. The New York State Legislature has amended the Real Property Tax Law, in § 466--a, to authorize counties and towns to permit enrolled volunteer fire fighters and volunteer ambulance workers to be eligible for a real property tax exemption. To that end, by providing the following exemption it is the intent to so encourage volunteerism for our various fire and ambulance companies.

**§ 182-13 Exemption granted; amount; qualification for exemption.**

- A. Real property owned by an individual who has been an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service which provides service in the Town of Clifton Park and who resides in real property in the Town of Clifton Park shall be exempt from taxation to the extent of 10% of the assessed value of such property for [county] Town, Highway and Special District tax purposes, [exclusive of special assessments; provided, however, that such exemption shall in no event exceed \$3,000 multiplied by the latest state equalization rate for the assessing unit in which such real property is located.]
- B. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in such county unless:
- (1) The applicant resides in the Town of Clifton Park;
  - (2) The property is the primary residence of the applicant;
  - (3) The **property** is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this article; and
  - (4) The incorporated volunteer fire company or fire department or incorporated voluntary ambulance service has certified in writing, that the applicant has been an enrolled member of such incorporated voluntary fire company, or fire department, or incorporated voluntary ambulance service for at least five years and remains an active enrolled member.
- C. Application for such exemption shall be filed with the Assessor on or before the taxable status date on a form as prescribed by the State Board.
- D. No applicant who is a volunteer fire fighter or volunteer ambulance worker who, by reason of such status, is receiving any benefit under the provisions of this article on the effective

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

E The Assessor may grant the exemptions to property owned and resided in by the individuals described in paragraph 182-13 A, above, and qualified surviving spouses residing in the property. .

**§ 182-14 Lifetime exemption.**

[Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than 20 years of active service, and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten-percent exemption as authorized by this article for the remainder of his or her life as long as his or her primary residence is located within Saratoga County, provided that the governing body of a city, village, town or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.]

§ 182-14 Lifetime exemption.

The assessor may grant a lifetime ten percent exemption as authorized by the New York State Real Property Tax law to any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than 20 years of active service, and their spouse, provided that the authority or authorities having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, provide written documentation of the duration of qualified service pursuant to RPTL 466-a.

**RESOLUTION**

**#2**

Resolution No. of 2023, a resolution scheduling a public hearing to consider a local law providing the Animal Control office with authority to seek an order of restitution in certain animal control cases with damages to third parties.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Chapter 92 of the Town Code provides for penalties for violations of the chapter related to dogs, and

WHEREAS, Animal Control officer, Terri Cook, has requested that the Animal Control Officer be authorized to seek an order of restitution for offenses under Chapter 92 which result in injury or damage to pets, domestic animals, and/or destruction of property, including but not limited to veterinary bills, and

WHEREAS, The Animal Control Officer also seeks authorization to petition the Justice Courts for an order of restitution upon pet owners for the costs of emergency veterinary care and shelter expenses incurred in cases where injured pets are seized, cared for and sheltered by the Officer under 1 NYC RR 77.2 et seq. of the Agriculture and Markets regulations, now, therefore, be it

RESOLVED, that the Town Board will hold a Public Hearing on February 27, 2023 at 7:07pm, on a proposal to allow the Town to seek an order of restitution for injury or damage to pets, domestic animals, and/or destruction of property, including but not limited to veterinary bills, shelter fees and expenses incurred.

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

## Article I Licenses; Fees

**[Adopted 12-20-2010 by L.L. No. 9-2010]**

### § 92-1 Purpose.

The purpose of this article is to provide for the licensing and identification of dogs pursuant to Chapter 59 of the Laws of 2010 of the State of New York, effective January 1, 2011, as well as the continued control and protection of the dog population and of persons, property, domestic animals and deer from dog attack and damage.

### § 92-2 Dog license required; application.

- A. All dogs within the Town of Clifton Park, four months of age or older, unless otherwise exempted, shall be licensed. The owner of each dog required to be licensed shall obtain, complete and return to the Town Clerk a dog license application together with the license application fee, as well as any application license surcharges and such additional fees as may be established by the Town Board. Each license application fee shall be accompanied by proof that the dog has been vaccinated against rabies or a statement from a licensed veterinarian that such vaccination would endanger the dog's life, in which case the vaccination shall not be required in the discretion of the Town's Health Officer.
- B. The Saratoga County Animal Shelter, acting through its management personnel, is hereby authorized to provide, accept and grant an application for a dog license made by a resident of Clifton Park at the time of adoption of a dog from the Saratoga County Dog Shelter, provided that such application is made in accordance with this chapter and that the license fee, along with any additional fee and surcharge, shall be remitted to the Town Clerk of the Town of Clifton Park on or before the third day of the following month in which the license fee was received.

### § 92-3 Fees.

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

## Article II Leash Law

[Adopted 12-20-2010 by L.L. No. 9-2010]

### § 92-4 Purpose.

The Town of Clifton Park, New York, finds that the running at large and other uncontrolled behavior of dogs has caused physical harm to persons and damage to property and has created nuisances within the Town. The purpose of this article is to protect the health, safety and well-being of persons and property by imposing restrictions and regulations upon the keeping or running at large of dogs and the seizure thereof within the Town.

### § 92-5 Statutory authority.

This article is enacted pursuant to the provisions of Article 7 of the Agriculture and Markets Law, as amended, effective January 1, 2011, and the Municipal Home Rule Law of the State of New York.

### § 92-6 Title.

The title of this article shall be the "Dog Control Law of the Town of Clifton Park."

### § 92-7 Definitions.

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

#### **AT LARGE**

Any dog that is unleashed and on property open to the public or is on private property not owned or leased by the owner of the dog unless permission for such presence has been obtained. No dog shall be deemed to be "at large" if it is:

- A. Accompanied by and under the immediate supervision and direct leash control of the owner or other responsible person. All dogs shall be on a leash and kept under direct leash control, with leashes securely fastened to the dog and held by the owner or other responsible person and may be no longer than 25 feet.
- B. A police work dog in use for police work, or search and rescue dog engaged in search and rescue operations.
- C. Accompanied by its owner or other responsible person and is actively engaged in hunting on unposted land or on posted land with the permission of the owner of the land.
- D. Within the boundaries of the Mary Jane Row Dog Park and accompanied by the owner or other responsible person. Persons using the Mary Jane Row Dog Park are required to abide by the rules and regulations which shall be promulgated and may be amended from time to time by the Town Board. Copies of the posted rules and regulations shall be also available from the office of the Town Clerk.
- E. Within the boundaries of Kinns Road Park and accompanied by the owner or other responsible person. Persons using the Kinns Road Park are required to abide by the rules and regulations which shall be promulgated and may be amended from time to time by the Town Board. Copies of the rules and regulations shall be available from the office of the Town Clerk.

#### **HARBOR**

To provide food or shelter to any dog.

#### **OWNER**

Any person who harbors or keeps any dog. In the event that any dog found in violation of this article

shall be owned by a person under 18 years of age, the owner shall be deemed to be the parent or guardian of such person (or the head of the household in which said person resides).

**§ 92-8 Prohibitions.**

Notwithstanding any other provision of local law, it shall be unlawful for any owner of any dog, or person responsible for such dog, to permit or allow such dog, in the Town of Clifton Park, to:

- A. Be at large.
- ~~B. Engage in habitual loud howling or barking so as to habitually annoy any person. Barking at an intrusion or a disturbance shall not constitute a violation of this article. For purposes of this Subsection B, "habitual" shall be defined as occurring continuously for a period of 15 minutes or longer.~~
- C. Cause damage or destruction to property or commit a nuisance by habitually defecating or urinating or scavenging through refuse upon the premises of a person other than the owner of such dog, unless the owner of said premises has given permission therefor.
- D. Commit an overt act which causes a person who is peaceably conducting himself in any place where he may lawfully be to be placed in reasonable apprehension of bodily harm, together with apparent ability in a dog to inflict such harm.

**§ 92-9 Enforcement.**

This article shall be enforced by any animal control officer, security officer, peace officer, when acting pursuant to his special duties, or police officer in the employ of or under contract to the Town of Clifton Park. Notwithstanding any provision to the contrary in any other chapter of the Code of the Town of Clifton Park, this authority shall extend to the entirety of the Town of Clifton Park, including all the parks and preserves located within the Town.

**§ 92-10 Seizure.**

The Town of Clifton Park participates in the shelter and impoundment services provided by the Saratoga County Animal Shelter. A dog may be seized, pursuant to the provisions in § 117, as amended, of the Agriculture and Markets Law, only if such dog is at large or unlicensed.

**§ 92-11 Impoundment.**

Every dog seized shall be properly cared for, sheltered, fed and watered pursuant to § 117, as amended, of the Agriculture and Markets Law for a redemption period of not less than seven days.

**§ 92-12 Redemption; adoption; euthanization.**

- A. Seized dogs may be redeemed by producing proof of licensing and identification pursuant to the provisions of Article 7 of the Agriculture and Markets Law and by paying the impoundment fees set forth in § 118 of said article.
- B. If the owner of any unredeemed dog is known, such owner shall be required to pay the impoundment fees set forth in Subsection A of this section whether or not such owner chooses to redeem his or her dog.
- C. Any dog unredeemed at the expiration of the appropriate redemption period shall be made available for adoption or euthanized pursuant to the provisions of § 117, as amended, of the Agriculture and Markets Law.
- D. If the owner of animals impounded under this section, and pursuant to Article 7 of the Agriculture and markets law, which are injured or sick and which required veterinary care and impounding expenses shall be required to pay the veterinary and impounding expenses whether or not such owner chooses to

redeem his or her dog.

**§ 92-13 Complaint; filing and specifications.**

- (a) Any person who observes a dog in violation of this article may file a complaint under oath or an affirmation with a Justice of the Town of Clifton Park or with an animal control officer, security officer, peace officer, when acting pursuant to his special duties, or police officer in the employ of or under contract to the Town of Clifton Park, specifying the nature of the violation, the date and time thereof, a complete description of the dog, including, for example, the breed, the approximate size, color, markings and distinguishing characteristics, and the name and residence, if known, of the owner of the dog. ~~Such complaint may serve as the basis for enforcing the provisions of this article.~~

§ 92-13 (b) The Animal Control office is authorized to Petition any court of competent jurisdiction for an order requiring the payment of veterinary or impoundment expenses in cases where animals are seized or impounded as a result of accident, injury, or illness under 1 NYCRR Section 77.2 et seq.

**§ 92-14 Appearance ticket.**

- A. Any animal control officer, security officer, peace officer, when acting pursuant to his special duties, or police officer in the employ of or under contract to the Town of Clifton Park observing a violation of this article in his presence or receiving a complaint pursuant to § 92-13 of this article, shall issue and serve an appearance ticket for such violation.
- B. Appearance tickets issued under this chapter may be resolved by written plea agreement lodged with the court, subject to judicial approval, for individuals represented and unrepresented by counsel. Electronic signatures, scanned or photocopied signatures on plea agreement forms shall be presumptively reliable. The Town Animal Control Officer is authorized to execute plea agreements for the resolution of appearance tickets issued under this chapter. **[Added 9-8-2020 by L.L. No. 6-2020]**

**§ 92-15 Penalties for offenses.**

**[Amended 9-8-2020 by L.L. No. 6-2020]**

Any person convicted of a violation of any of the provisions of Article II or III of this chapter shall be guilty of a violation and shall be subject to the following:

- A. For a first offense, a civil penalty not to exceed \$100.
- B. For a second offense committed within a period of one year, a civil penalty not less than \$100 nor more than \$250.
- C. For a third or subsequent offense committed within a period of one year, a civil penalty not less than \$200 nor more than \$500.
- D. Notwithstanding any other penalty imposed by a Justice of the Town Court under this section, a dog owner or responsible person shall be prohibited from being present in either the Mary Jane Row Dog Park or the Kinns Road Park with any unleashed dog, for a period of one year, after being convicted of a violation under this chapter three or more times, as a result of three or more transactions within a consecutive twelve-month period. For purposes of this Subsection D, a "transaction" is defined as an event during which one or more appearance tickets are issued by an authorized Town enforcement officer.
- E. In addition to the penalties authorized by this section, the Town may seek, and a court of competent jurisdiction may impose, an order of restitution under this chapter for damages or destruction of property, or for veterinary bills directly related to an injury or damage to pets or domestic animals as a result of a violations of this chapter.

### Article III Removal of Wastes

[Adopted 8-17-1992 by Ord. No. 2-1992]

#### § 92-16 Purpose.

The Town of Clifton Park, New York, hereby recognizes the need and benefit to its citizens in enhancing and maintaining the cleanliness and beauty of property owned and/or maintained by the Town of Clifton Park, as well as private property owned by its residents. The purpose of this article is to enact and enforce certain regulations concerning the activities of dogs within the Town as those activities relate to the maintenance of clean and sanitary property.

#### § 92-17 Prohibitions.

- A. Any person who owns or is in charge of any dog which defecates on property owned and/or maintained by the Town of Clifton Park shall immediately remove said waste product and dispose of it in a sealed, nonabsorbent, leakproof container. The waste material shall be disposed of by said person in a container used for the disposal of refuse.
- B. This article shall also apply to private property in the Town of Clifton Park, unless the owner of said property gives his or her permission for the deposit of said waste on his or her property.
- C. This section shall not apply to a blind person with a guide dog or otherwise disabled persons with dogs trained to assist them, nor to service dogs.

### Article IV Mary Jane Row Dog Park; Kinns Road Park

[Adopted 9-4-2001 by L.L. No. 11-2001]

#### § 92-18 Permit required.

[Amended 9-15-2008 by L.L. No. 6-2008]

- A. Anyone wishing to utilize the Mary Jane Row Dog Park may do so only after acquiring a permit from the Town Clerk's office. Users are required to abide by the rules and regulations associated with such a permit and issued by the Town Board from time to time. Fees charged for such permit shall be pursuant to a schedule approved by the Town Board from time to time. Fee schedules and copies of the rules and regulations shall be available from the office of the Town Clerk.
- B. Anyone wishing to utilize Kinns Road Park for the purpose of walking or exercising dogs off-leash may do so only after acquiring a permit from the Town Clerk's office. All users are required to abide by the rules and regulations associated with such a permit and issued by the Town Board from time to time, as well as any and all rules posted in Kinns Road Park. Fees charged for such permit shall be pursuant to a schedule approved by the Town Board from time to time. Fee schedules and copies of the rules and regulations shall be available from the office of the Town Clerk.
- C. All dogs at Kinns Road Park must be accompanied by and under the immediate supervision of the owner or other responsible person.
- D. Permits issued pursuant to this section shall be valid in both parks.

#### § 92-19 Enforcement.

A violation of this article shall be cited and enforced as otherwise provided in this Chapter 92 of the Town Code.

§ 92-20 Penalties for offenses.

[Amended 9-15-2008 by L.L. No. 6-2008; 12-20-2010 by L.L. No. 9-2010]

A person convicted of violating this article shall be deemed to have committed a violation and shall be subject to the penalties provided for in § 92-15.

## Article V

### **Injured Animals**

§92-21 In cases of Injured animals and pets seized under New York State Agriculture and Markets Rules and Regulations, 1 NYCRR Section 77.2 et seq. which required care and veterinary medicine due to injury or illness, the Animal Control Officer is authorized to seek restitution in an amount up to actual expenses incurred for such care at the Saratoga County Animal Shelter [OR WHEREVER...?]

**RESOLUTION**  
**#3**

Resolution No. \_\_\_\_\_ of 2023, a resolution extending Intermunicipal Agreements between the Town of Clifton Park and the City of Mechanicville, and the Town of Halfmoon, respectively, for the provision of Animal Control Services.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, pursuant to Section 119-0 of the General Municipal Law of the State of New York, the parties are authorized to enter into binding agreements for the cooperative performance of various municipal projects, contracts and functions, and

WHEREAS, the local governments recognize the benefit to each of the involved municipalities that arise from the cooperative provision of services to their residents, and

WHEREAS, Resolution No. 15 of 2014 authorized an agreement between the Town of Halfmoon and the Town of Clifton Park, for shared services in the area of Animal Control, and

WHEREAS, Clifton Park and the City of Mechanicville also entered into such an agreement in 2020, whereby Clifton Park will provide on call and sick/vacation coverage for the prospective Animal Control Departments, and

WHEREAS, Clifton Park has the personnel and equipment to provide on call and sick/vacation coverage for the Halfmoon and Mechanicville Animal Control Departments with a rate of reimbursement of \$40/hour; now therefore, be it

RESOLVED, that the Town Board approves the adoption of an Intermunicipal Agreement between the City of Mechanicville and the Town of Clifton Park for the provision of Animal Control Services, per the attached agreement through December 31, 2023 at \$40/hour; and be it further

RESOLVED, that the Town Board approves the adoption of an Intermunicipal Agreement between the Town of Halfmoon and the Town of Clifton Park for the provision of Animal Control Services, per the attached agreement through December 31, 2023 at \$40/hour.

## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT**, made as of this \_\_\_\_ day of \_\_\_\_\_ by and between the City of Mechanicville, a municipal corporation with offices at 36 North Main Street, Mechanicville, NY 12118 (“Mechanicville”) and the Town of Clifton Park, a municipal corporation with offices located at 1 Town Hall Plaza, Clifton Park, New York 12065 (“Clifton Park”).

**WHEREAS**, by authority of section 119-o of the General Municipal Law of the State of New York, the parties hereto are enabled to enter into binding agreements for the cooperative performance of various municipal projects, contracts and functions, and

**WHEREAS**, the municipalities of Clifton Park and Mechanicville recognize the benefits to both municipalities that arise from the cooperative provision of services to their residents; and

**WHEREAS**, Clifton Park and Mechanicville wish to renew an Agreement whereby Clifton Park will provide on call and sick/vacation coverage for the Mechanicville Animal Control Department, and

**WHEREAS**, Clifton Park has the personnel and equipment to provide on call and sick/vacation coverage for the Mechanicville Animal Control Department;

**NOW THEREFORE**, the parties agree as follows:

**Section 1.** Clifton Park does hereby agree to provide animal control services for the citizens of Mechanicville consisting of on call coverage on weekends, coverage when Mechanicville Animal Control Department personnel are sick or on vacation, together with such other further times as the parties may agree. Weekend coverage shall generally be considered from 8:00 PM on Fridays to 8:00AM on Monday. Such service shall consist of responding to requests for Animal Control assistance within Mechanicville.

**Section 2.** Clifton Park agrees to provide equipment and manpower necessary for the service described in Section 1 above is extended for the period commencing on January 1, 2023 and ending December 31, 2023.

**Section 3.** It is further agreed by Clifton Park that it shall be responsible for all loss or damage to its own equipment in answering such calls.

**Section 4.** Each municipality shall continue to maintain insurance and hold one another harmless for any and all claims that may arise as a result of the services described herein. The City of Mechanicville shall list Clifton Park Animal Control as an additional insured on its general liability policy for any claims arising out of activity within the City of Mechanicville. Nothing in this agreement shall be deemed to in any way establish an employer/employee relationship. The contract is for services only and no rights or benefits usually conferred to employees of Mechanicville shall be conferred via this contract.

**Section 5.** In return for such service, Mechanicville agrees to pay Clifton Park the amount of forty dollars (\$40.00) per hour when responding for Mechanicville plus the established Federal Government mileage reimbursement rate for each call.

**Section 6.** Clifton Park will provide documentation to Mechanicville for each call responded to in Mechanicville. This documentation will be provided to Mechanicville before any amounts will be paid for the service provided by Clifton Park.

**Section 7.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other provision of the Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first written above.

**CITY OF MECHANICVILLE**

**BY:** \_\_\_\_\_  
**Title:**

**TOWN OF CLIFTON PARK**

**BY:** \_\_\_\_\_  
**Supervisor**

## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Town of Halfmoon, a municipal corporation with offices at 2 Halfmoon Town Plaza, Town of Halfmoon, NY 12065 (the "Halfmoon") and the Town of Clifton Park, a municipal corporation with offices located at 1 Town Hall Plaza, Clifton Park, New York 12065 ("Clifton Park").

**WHEREAS**, by authority of section 119-o of the General Municipal Law of the State of New York, the parties hereto are enabled to enter into binding agreements for the cooperative performance of various municipal projects, contracts and functions, and

**WHEREAS**, the Towns of Clifton Park and Halfmoon recognize the benefits to both municipalities that arise from the cooperative provision of services to their residents; and

**WHEREAS**, Clifton Park and Halfmoon wish to renew an Agreement whereby Clifton Park will provide on call and sick/vacation coverage for the Halfmoon Animal Control Department, and

**WHEREAS**, Clifton Park has the personnel and equipment to provide on call and sick/vacation coverage for the Halfmoon Animal Control Department;

**NOW THEREFORE**, the parties agree as follows:

**Section 1.** Clifton Park does hereby agree to provide animal control services for the citizens of Halfmoon consisting of on call coverage on weekends, coverage when Halfmoon Animal Control Department personnel are sick or on vacation, together with such other further times as the parties may agree. Weekend coverage shall generally be considered from 8:00 PM on Fridays to 8:00AM on Monday. Such service shall consist of responding to requests for Animal Control assistance within Halfmoon.

**Section 2.** Clifton Park agrees to provide equipment and manpower necessary for the service described in Section 1 above is extended for the period commencing on January 1, 2023 and ending December 31, 2023.

**Section 3.** It is further agreed by Clifton Park that it shall be responsible for all loss or damage to its own equipment in answering such calls.

**Section 4.** Each municipality shall continue to maintain insurance and hold one another harmless for any and all claims that may arise as a result of the services described herein. The Town of Halfmoon shall list Clifton Park Animal Control as an additional insured on its general liability policy for any claims arising out of activity within the Town of Halfmoon. Nothing in this agreement shall be deemed to in any way establish an employer/employee relationship. The contract is for services only and no rights or benefits usually conferred to employees of Halfmoon shall be conferred via this contract.

**Section 5.** In return for such service, Halfmoon agrees to pay Clifton Park the amount of forty dollars (\$40.00) per hour when responding for Halfmoon plus the established Federal Government mileage reimbursement rate for each call.

**Section 6.** Clifton Park will provide documentation to Halfmoon for each call responded to in Halfmoon. This documentation will be provided to Halfmoon before any amounts will be paid for the service provided by Clifton Park.

**Section 7.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other provision of the Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first written above.

**TOWN OF HALFMOON**

**BY:** \_\_\_\_\_  
**Supervisor**

**TOWN OF CLIFTON PARK**

**BY:** \_\_\_\_\_  
**Supervisor**

**RESOLUTION**

**#4**

Resolution No. \_\_\_\_\_ of 2023, a resolution adopting a change to the Guest Policy for Town Pool Memberships.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, the total number of guests allowed per membership during the season is now seven (7), and

WHEREAS, Parks & Recreation Director Michael Woerner, has recommended that the updated Guest Policy be adopted according to attachment A,; now, therefore, be it

RESOLVED, that the Town Board adopts the attached 2023 Town Pool Guest Policy for memberships issued by the Office of Parks & Recreation.

## GENERAL ADMISSION & GUEST POLICY

It takes a solid membership base to generate the income necessary to operate the town pools. Daily visitation rates, in lieu of seasonal membership, would not provide the dependable source of revenue necessary for operation, nor would it be compatible with a community pool located in a residential neighborhood. To ensure continued operation and to keep membership rates as low as possible, it is important that all members cooperate with pool staff in implementing these policies, especially with respect to guests. Please note that guest fees are kept artificially low as a convenience to members. **These policies will be strictly enforced.**

1. **Photo ID.** All members are required to provide their photo ID for admission to the pool. **We cannot make exceptions.** Please show your card to the gate attendant in a manner which allows the attendant to read the card and see the photo. If you forget your card, please return home for it.
2. **Guest Policy.** Guest fees are \$5 per day for each guest 4 years old and older. Guests must be accompanied by a member. All guests are required to sign a waiver and show ID at the gate. These rules apply to all guests, even if they are family members, or do not intend to swim.
  - a. Each membership will be permitted to bring a guest on **SEVEN** separate occasions to any pool during the season, on any days of the member's choosing.
  - b. A guest visit can be used for an individual or an entire family and can also be used for one or more family members who are not pool members.
  - c. All guest visits will be recorded. After a member has brought guests to the pool on **SEVEN** occasions, the member will not be permitted to bring any further guests to the pool for the balance of the season.
  - d. Children under the age of 14 may not bring a guest under the age of 14 without an adult in attendance.
  - e. Admission of a guest or guests by a member more than **SEVEN** times per season will be a violation of the membership rules and may result in either the suspension of all guest privileges, or the termination of membership.
3. **Babysitter Rules:** Special rules and seasonal admission rates apply to one regularly employed adult (age 18+) babysitter of member children. Babysitters may only use the pool when accompanied by member children.
4. **Extended Family Rules:** A family membership includes all members of an immediate family (parents, children, stepparents, stepchildren, or legal guardians of children, residing in the same household on a full-time basis). Proof of residency **MAY BE REQUIRED** to add extended family to your membership. Violation of this rule may result in termination of membership. Other extended family members, such as grandparents, aunts and uncles who also live in the household on a full-time basis, may be added to the family membership at a seasonal cost of \$50 per individual.
5. **Refund Policy.** *There are no refunds, either partial or full, for pool memberships.*

**RESOLUTION**  
**#5**

Resolution No. \_\_\_\_\_ of 2023, a resolution adopting the 2023 General Facility Fee Schedule for memberships, and short-term use of town-owner facilities and programs.

Introduced by Councilwoman Walowit, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Mike Woerner, Director of Parks, Recreation and Community Affairs, has recommended that the fee schedule be adjusted for town pool memberships and for short-term use of town-owned facilities and programs, and

WHEREAS, Mr. Woerner also recommends that the fees for facilities use, town recreation camps and the golf course operated by the town be maintained; now, therefore, be it

RESOLVED that the Town Board adopts the attached 2023 General Facility Fee Schedule for permits and memberships issued by the Office of Parks & Recreation.

# Town of Clifton Park Office of Parks and Recreation

## 2023 General Facility Fee Schedule *(Please see specific program/facility for more information)*

<b>Facility Use (see full form)</b>			
	Per Field or Picnic Areas	Monday-Thursday Resident/NFP/K-12	\$12/hr
		Friday-Sunday Resident/NFP/K-12	\$15/hr
		Monday-Thursday Colleges/Univ., Town Businesses	\$17/hr
		Friday-Sunday Colleges/Univ., Town Businesses	\$20/hr
		Lighted Field	Additional \$25/field/game
	Historic Grooms Tavern and Locust Lane Clubhouse	Non-Profit Community Groups	No charge (mtgs only)
		Resident/Group Special Activity	See Indoor Use Form
		Businesses	\$50.00 per hour
	Staff for Security, Trash Removal, any Stage Rental or Miscellaneous		\$25/hr/staff, min. of 3 hrs, then \$25/hr
	Damage/Destruction		Billed Accordingly
Alcohol Use Permit Request		\$25	
<b>Town Pools</b>			
	Pool Memberships	Individual	\$135
		Couple	\$209
		Family	\$279
		Babysitter	\$50
		Guest	\$5
	Pool Parties – Locust Lane Only ** Contact must be a pool member**	Monday-Thursday Noon to 3:30pm or 4 to 7:30pm	Flat Fee \$55 plus \$5
	Friday-Sunday Noon to 3:30pm or 4 to 7:30pm	Flat Fee \$65 plus \$5	
<b>Town Recreation Camps</b>			
	Half Day Camp	Daily Rate	\$10
	Full Day Camp	Weekly Rate	\$130
		Before-Care 7:30am-9am	\$30/hr/5 days a week
		After-Care 4pm-6pm	\$38/hr/5 days a week
<b>Barney Road Golf Course</b>			
9-Hole	Student/Senior/Veteran	\$12	
	Week Day	\$13	
	Weekend/Holiday	\$14	
18-Hole	Student/Senior/Veteran	\$17	
	Week Day	\$18	
	Weekend/Holiday	\$20	
Punch Cards	Adult	\$130	
	Student/Senior/Veteran	\$120	
Gift Card		\$25	

RESOLUTION  
# 6

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the Highway Superintendent to retain Precision Trenchless, LLC to perform repairs and upgrades to stormwater systems within the Town of Clifton Park.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Superintendent of Highways Dahn Bull has identified the following sliplining projects in Clifton Park:

Street	Linear Feet	Pipe Diameter	Cost
89 Algonquin	125 LF	36 Inches	\$37,687.50
10 Gloucester	389 LF	24 Inches	\$74,082.05
96 Gloucester	165 LF	24 Inches	\$30,469.25
2 Laurel Oak Lane	401 LF	18 Inches	\$52,646.56

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 Highway 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 Highway Superintendent Precision Trenchless has provided quotes in the amount of \$194,885.36 for sliplining pipes, per Exhibit A, using unit prices as bid in the Onondaga contract; now, therefore, be it,

RESOLVED, that the Highway Superintendent is authorized to execute a contract with Precision Trenchless, LLC for a total amount not to exceed \$194,885.36 from DA-05110-00037, (Highway Fund-Highway Construction-Paving-Slip Lining).



Onondaga County  
Executive Department  
Division of Purchase  
John H. Mulroy Civic Center, 13<sup>th</sup> 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:

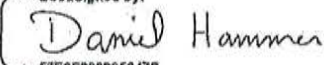
This is to inform you that the subject contract has been approved for renewal for an additional one (1) year period. Said period shall commence July 1, 2022 and terminate June 30, 2023.

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](mailto:alyciaguy@ongov.net). Failure to respond within the time specified may result in this contract being re-bid.

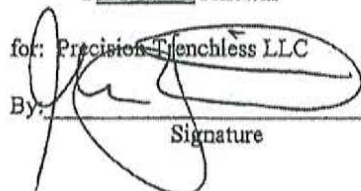
Please be advised that all insurance documents must be kept current. Please resubmit insurance documents, including workman's compensation, as originally specified for the duration of this contract. Please address this immediately as vendors may not be paid until all documents are current.

Thank you for your attention to this matter.

Sincerely,

DocuSigned by:  
  
67595982360478...  
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

<input checked="" type="checkbox"/>	New Contract Document	
<input type="checkbox"/>	Renewal	
<input type="checkbox"/>	Amendment	
<input type="checkbox"/>	Change Order	
<input checked="" type="checkbox"/>	Service	
<input type="checkbox"/>	Product	
<input type="checkbox"/>	Revenue	
<input type="checkbox"/>	Public work	

Explain:

<input checked="" type="checkbox"/>	Bid	
<input type="checkbox"/>	RFP	
<input type="checkbox"/>	Other:	

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

*(Signature)*

DocuSigned by:  
*Mary Beth Primo*  
 1466FFDA6CAC4F6...

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 <sup>th</sup> floor, 421 Montgomery Street, Syracuse, NY 13202-2989

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

### **WORK TO BE PROVIDED:**

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

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

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

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

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

### **PRICING:**

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

**TERM:**

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

**RENEWAL:**

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

**USE OF ELECTRONIC CONTRACT SYSTEM:**

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

**STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS**

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

**EXHIBITS:**

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

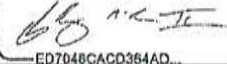
- Exhibit 1: Time for Work (Performance or Delivery) and Technical Specifications.
- Exhibit A: Contract Pricing Sheet
- Exhibit B: Standard Terms & Conditions.
- Exhibit C: Insurance Requirements.

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

County of Onondaga

Dated:

By:

DocuSigned by:  


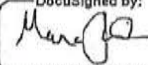
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J. Ryan McMahon, II, County Executive

PRECISION TRENCHLESS LLC

Dated:

By:

DocuSigned by:  


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## Technical Specifications and Contract Duration

### Exhibit #1

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

Bid Reference: BID0010394

Procurement Description: Cured In-Place Pipe Lining	Date of Bid Release: 04/16/2020 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To:  Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Stephanie Cunningham Email: stephaniecunningham@ongov.net
<b>Deadline for Submission of Questions:</b> 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](http://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](mailto: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](http://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 CCTV 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".