

# TOWN OF CLIFTON PARK TOWN BOARD MEETING

February 13, 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**
  - **Eagle Scout Recognition**
  - **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 13, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Recognition of Eagle Scout Ryan Gersey	P. Barrett
2. Supervisor	Recognition of Eagle Scout Joseph Hess	P. Barrett
3. Supervisor	Recognition of Eagle Scout Brandon Ross	P. Barrett
4. Parks & Recreation	Accept quote of Backyard Sheds for starter shed/office for Barney Road Golf Course	A.Reid & L.Walowit
5. Parks & Recreation	Authorize new carpet for Parks & Recreation office	A.Reid & L.Walowit
6. Buildings & Grounds	Authorize purchase of one (1) 2022 Ford F-150 with plow from Metro Ford	P. Barrett
7. Buildings & Grounds	Authorize purchase of one (1) Bobcat L85 compact wheel loader from Bobcat of Saratoga	P. Barrett
8. Buildings & Grounds	Authorize CBM Fabrication, Inc to replace the stainless steel hand rails on diving boards at Clifton Knolls Pool	P. Barrett
9. Building & Grounds	Authorize hiring of Timothy Riley as seasonal employee at the Transfer Station	P. Barrett
10. Highway Dept.	Authorize Burn Boot Camp to use Town roadways for a 5K charity road race on April, 30, 2023	D. Bull
11. Planning	Authorize allocation of grant funds for up to \$5000 for a Home Weatherization Program to be free to Town residents	P. Barrett
12. Supervisor	Authorize Budget transfer to pay Grange Building assessment engineering fees	P. Barrett

13. Fire Marshall      Adopt local law requiring lock box entry systems for T. McCarthy  
Emergency Services at multiple dwelling residential  
buildings without 24/7 access

**RESOLUTION**

**#1**

Resolution No. \_\_\_\_\_ of 2023, a resolution recognizing Ryan Gersey on achieving the rank of Eagle Scout.

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

WHEREAS, the People of the Town of Clifton Park, New York, take immense pride in the accomplishments of our Residents and recognize the valuable contributions of the Boy Scouts of America to our community and to our nation, and

WHEREAS, Ryan Gersey has proven himself to be an outstanding member of the Boy Scouts of America and has earned the rank of Eagle Scout, and

WHEREAS, the rank of Eagle Scout is the highest award that a Boy Scout can earn and to achieve this rank, Ryan Gersey demonstrated leadership and completed his Eagle Scout project which benefited the community, and

WHEREAS, Ryan's Eagle Scout Project was to build a pollinator garden and brick pathway in the Orenda Elementary school courtyard, and

WHEREAS, Ryan funded his project through a partnership with the Orenda PTA to acquire the bricks through a PTA fundraiser sale and then created a U-shaped berm for the garden, and

WHEREAS, Ryan also built and installed a kiosk for the school to post ongoing information about the garden to ensure an educational component to his project, and

WHEREAS, Ryan's dedication to the Boy Scout Oath, while using his time and energy to give back to his community will serve to prepare him for a meaningful, productive role in society, and

RESOLVED, that on behalf of the People of the Town of Clifton Park, the entire Town Board does hereby congratulate and salute Ryan Gersey on his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

# *EAGLE SCOUT RECOGNITION*

## *Presented to Ryan Gersey*

*WHEREAS, the People of the Town of Clifton Park, New York, take immense pride in the accomplishments of its Residents and recognize the valuable contributions of the Boy Scouts of America to our community and to our nation, and*

*WHEREAS, Ryan Gersey began his scouting career in Cub Scout Pack 45 in 2012, achieving the Arrow of Light award before crossing over to Boy Scout Troop 246 in 2017, and*

*WHEREAS, Ryan advanced quickly to First Class rank in 2017, followed by Star and Life Scout rank in 2018, finally achieving the rank of Eagle in 2022, and*

*WHEREAS, in addition to being appointed Troop Historian, Ryan has held the leadership roles of Senior Patrol Leader, Troop Guide and Den Chief during his scouting career, and*

*WHEREAS, the dedication and commitment to scouting Ryan has shown is evident in his amassing more than 550 hours of volunteer service since becoming a Boy Scout, including two summers as a Cub Scout Day Camp Counselor and leading the orienteering course at Dwaas Kill park for Winterfest, and*

*WHEREAS, as a junior at Shenendehowa high school, Ryan diversifies his time as a member of the Shen Robotics Club, the Mu Alpha Theta Math Honor Society, and the Jonesville Fire Department Explorers Post. He is very involved in the Shen Backpack Program and worked as a Camp Counselor for the Locust Lane Camp in Summer 2022, and*

*WHEREAS, Ryan's Eagle Scout Project ultimately involved building a pollinator garden and brick pathway in the Orenda Elementary school courtyard. Partnering with the Orenda PTA, Ryan was able to acquire the bricks through a PTA fundraiser sale and then create a U-shaped berm for the garden. Ensuring there was an educational component to his project, Ryan also built and installed a kiosk for the school to post ongoing information about the garden, and*

*WHEREAS, Ryan's dedication to the Boy Scout Oath, while using his time and energy to give back to his community, will serve to prepare him for a meaningful, productive role in society, now therefore be it*

*RESOLVED, that on behalf of the People of the Town of Clifton Park, I, Town Supervisor Phil Barrett, hereby congratulate and salute Ryan Gersey on his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.*

---

*Town Supervisor Phil Barrett  
Town of Clifton Park  
December 17, 2022*

**RESOLUTION**  
**#2**

Resolution No. \_\_\_\_\_ of 2023, a resolution recognizing Joseph Hess on achieving the rank of Eagle Scout.

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

WHEREAS, the People of the Town of Clifton Park, New York, take immense pride in the accomplishments of its Residents and recognize the valuable contributions of the Boy Scouts of America to our community and to our nation, and

WHEREAS, Joseph Hess has proven himself to be an outstanding member of the Boy Scouts of America and has earned the rank of Eagle Scout, and

WHEREAS, the rank of Eagle Scout is the highest award that a Boy Scout can earn and to achieve this rank, Joseph demonstrated leadership and completed his Eagle Scout project which benefited the community, and

WHEREAS, Joseph's Eagle Scout Project was to preserve the history of the Vischer Ferry Cemetery where many of the Town's founding families such as the Vischers, Clutes and VanVrankens have been laid to rest, and

WHEREAS, Joseph led a team to compare paper records from the cemetery, Town records, gravestone information, and other sources and compiled his findings along with pictures of every stone to record the information into on-line sites including Find-a Grave and BillionGraves, and

WHEREAS, Joseph's project has already helped over 2,200 people in their ancestry research according to BillionGraves and will allow many more people access to information in order to locate the burial sites of past relatives at the Vischer Ferry Cemetery, and

WHEREAS, Joseph's dedication to the Boy Scout Oath, while using his time and energy to give back to his community will serve to prepare him for a meaningful, productive role in society, and

RESOLVED, that on behalf of the People of the Town of Clifton Park, the entire Town Board does hereby congratulate and salute Joseph Hess on his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

# *EAGLE SCOUT RECOGNITION*

## *Presented to Joseph Hess*

*WHEREAS*, the People of the Town of Clifton Park, New York, take immense pride in the accomplishments of its Residents and recognize the valuable contributions of the Boy Scouts of America to our community and to our nation, and

*WHEREAS*, Joseph Hess has had a lengthy scouting journey that has included earning 33 merit badges, completing youth leadership training, serving as Assistant Senior Patrol Leader for two years and extensive camping leadership experiences, and

*WHEREAS*, Joseph has dedicated hundreds of hours of community service throughout his career in scouting to organizations like the Clifton Park Elks, the Shen Rotary Club, Hi-5 Sports, The Red Cross, The Capital District YMCA, the Jonesville Food Pantry, the Northeastern Regional Food Bank, the Shen Bountiful Backpack Program, among many others, and

*WHEREAS*, giving back to the Town of Clifton Park, where Joseph has spent his formative years, has always been a priority for him, he carefully crafted his Eagle Scout project with the commitment of preserving Town history, and

*WHEREAS*, Joseph's Eagle Scout project ultimately involved working to preserve the history of the Vischer Ferry Cemetery where many of the Town's founding families such as the Vischers, Clutes, and VanVrankens have been laid to rest, and

*WHEREAS*, leading a team to compare paper records from the cemetery, Town records, gravestone information, and other sources, Joseph compiled his findings along with pictures of every stone to record the information into on-line sites including Find-a-Grave and BillionGraves, and

*WHEREAS*, this project has already helped over 2,200 people in their ancestry research according to BillionGraves and will allow many more people access to information in order to locate the burial sites of past relatives at the Vischer Ferry Cemetery, and

*WHEREAS*, Joseph's dedication to the Boy Scout Oath, while using his time and energy to give back to his community, will serve to prepare him for a meaningful, productive role in society, now therefore be it

*RESOLVED*, that on behalf of the People of the Town of Clifton Park, I, Town Supervisor Phil Barrett, hereby congratulate and salute Joseph Hess on his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

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*Town Supervisor Phil Barrett  
Town of Clifton Park  
November 12, 2022*

**RESOLUTION**  
**#3**

Resolution No. \_\_\_\_\_ of 2023, a resolution recognizing Brandon Ross on achieving the rank of Eagle Scout.

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

WHEREAS, the People of the Town of Clifton Park, New York, take immense pride in the accomplishments of its Residents and recognize the valuable contributions of the Boy Scouts of America to our community and to our nation, and

WHEREAS, Brandon Ross has proven himself to be an outstanding member of the Boy Scouts of America and has earned the rank of Eagle Scout, and

WHEREAS, the rank of Eagle Scout is the highest award that a Boy Scout can earn and to achieve this rank, Brandon demonstrated leadership and completed his Eagle Scout project which benefited the community, and

WHEREAS, Brandon's Eagle Scout Project was to focus on children with disabilities having the opportunity to enjoy the playground by fundraising, researching and installing an Adaptive Swing set at the Barney Road Park with a completion date of June 2022, and

WHEREAS, Brandon saw a deficiency for children with special needs to be able to enjoy the soothing experience of swinging safely and worked to solve it with this project, and

WHEREAS, Brandon's dedication to the Boy Scout Oath, while using his time and energy to give back to his community will serve to prepare him for a meaningful, productive role in society; and

WHEREAS, Brandon has also excelled in other pursuits, and plans to continue his education in the field of Biomedical Engineering in college; now, therefore, be it

RESOLVED, that on behalf of the People of the Town of Clifton Park, the entire Town Board does hereby congratulate and salute Brandon Ross on his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

# *EAGLE SCOUT RECOGNITION*

## *Presented to Brandon Ross*

*WHEREAS*, the People of the Town of Clifton Park, New York, take immense pride in the accomplishments of its Residents and recognize the valuable contributions of the Boy Scouts of America to our community and to our nation, and

*WHEREAS*, Brandon Ross began his scouting career as a Cub Scout in Pack 44, crossing over to Boy Scout Troop 246 in 2017, and

*WHEREAS*, Brandon advanced quickly to First Class rank in 2018, followed by Life Scout rank in 2019, finally achieving the rank of Eagle and a Bronze Palm in 2022, and

*WHEREAS*, in addition to being recently appointed Junior Assistant Scoutmaster, Brandon has held the leadership roles of den chief, scribe, patrol leader, assistant senior patrol leader and senior patrol leader during his scouting career, and

*WHEREAS*, the dedication and commitment to scouting Brandon has shown is evident in his troop electing him to join the Order of the Arrow in April 2018, then achieving his Ordeal level in May 2018, and concluding his journey by accomplishing the Brotherhood level in December 2019, and

*WHEREAS*, as a junior at Shenendehowa high school, Brandon diversifies his time as a member of the Shen Bowling team and as a Halfmoon baseball player as well as working part-time at the Impact Athletic Center. He plans to continue his education in the field of Biomedical Engineering in college, and

*WHEREAS*, Brandon's Eagle Scout Project ultimately involved focusing on children with disabilities having the opportunity to enjoy the playground by fundraising, researching, and installing an Adaptive Swing set at the Barney Road Park with a completion date of June 2022. Brandon saw a deficiency for children with special needs to be able to enjoy the soothing experience of swinging safely and worked to solve it with his project, and

*WHEREAS*, Brandon's dedication to the Boy Scout Oath, while using his time and energy to give back to his community, will serve to prepare him for a meaningful, productive role in society, now therefore be it

*RESOLVED*, that on behalf of the People of the Town of Clifton Park, I, Town Supervisor Phil Barrett, hereby congratulate and salute Brandon Ross on his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

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Town Supervisor Phil Barrett  
Town of Clifton Park  
December 11, 2022

**RESOLUTION**  
**#4**

Resolution No. \_\_\_\_\_ of 2023, a resolution accepting the bid of Backyard Sheds and authorizing the Comptroller to transfer funds for purchase and installation of a new starter shed/office at the Town-operated golf course on Barney Road.

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

WHEREAS, Parks and Recreation, identified a need for a replacement of the starter shed and office for the Town operated golf course at Barney Road, and

WHEREAS, the Parks and Recreation Department issued a request for quotes on January 5, 2023, and

WHEREAS, three quotes were received on or before January 12, 2023, and

WHEREAS, the Parks and Recreation identified Backyard Sheds, 1208 US Route 9W, Selkirk, NY as the lowest conforming quote at a price not to exceed \$5,903; now therefore, be it

RESOLVED, that the Director of Parks and Recreation is authorized to accept the quote of Backyard Sheds, Selkirk, NY not to exceed \$5,903, to be charged to A-7190-200 (General Fund-Barney Road Golf Equipment).



518-767-2671

1208 US Route 9W, Selkirk, NY 12158

01/11/23

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

Project:

Barney Road Golf Course  
1 S Barney Road  
Clifton Park NY 12065

Contact:

Mike Woerner 518-371-6667  
[mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)

10x12 Smartside 7' Cottage includes to gable air vents, 24"x36" window  
\$4905

3' prehung house door with glass \$530

10' workbench with 2 shelves \$260

7'x2' shelf (interior under 5' double half doors) \$122

5'x16" shelf (exterior under 5' double half doors) \$78

P.T. plywood flooring \$318

\$6213

-5% discount \$310.65

Subtotal \$5902.35 tax exempt

4-6 weeks out

20% deposit



**Michael, Woerner**

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**From:** Andy Papa <shedworldny@gmail.com>  
**Sent:** Monday, January 16, 2023 12:37 PM  
**To:** Michael, Woerner  
**Subject:** Re: shed price quote

*Shed World*

*Andrew Papa  
29 Dougherty St  
Lewiston, NY 12135  
518-376-3491*

DATE:	1-16-23
DELIVERY DATE:	
PHONE (HOM):	(WK)
NAME:	Andrew Papa
ADDRESS:	Dougherty St
DIRECTIONS:	

SIZE/MODEL/SIDING:	PRICE
12' x 12' - 6' - 6" (12' x 12' x 6' - 6")	9,950.00
KIT:	
WALL HEIGHT:	
FLOOR:	
DOORS:	
WINDOWS:	
FLOWER BOX:	
LOFT:	
SHELVES:	
RAMP:	
<b>TOTAL PRICE:</b>	<b>9,950.00</b>
<b>DEPOSIT:</b>	<b>5,000.00</b>
<b>BALANCE:</b>	<b>4,950.00</b>

*\$9750*

**ALL DEPOSITS ARE NON-REFUNDABLE**

Sent from my iPhone

On Jan 16, 2023, at 11:51 AM, Andy Papa <shedworldny@gmail.com> wrote:

Here  
<image0.jpeg>  
<image1.jpeg>

Sent from my iPhone

On Jan 12, 2023, at 1:20 PM, Andy Papa <shedworldny@gmail.com> wrote:

<image0.png>  
<image1.png>

Sent from my iPhone

RESOLUTION

# 5

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing expenditure for new carpet in the Department of Parks & Recreation office of Town Hall.

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

WHEREAS, the Department of Parks and Recreation wishes to replace carpet in their office, and

WHEREAS, materials and installation services for commercial carpets are available from Northeast Commercial Interiors pursuant to New York State Contract PC6778, and

WHEREAS, Dan Clemens, Director of Buildings, Parks & Recreation, recommends accepting the proposal of Northeast Commercial Interiors, 76 Crabapple Lane, Watervliet, NY, in the amount of \$5,462 pursuant to the New York State Contract, and

WHEREAS, the proposal includes new carpet, with installation and removal of existing carpet; now, therefore, be it

RESOLVED that the Town Board authorizes Northeast Commercial Interiors to proceed with the proposal, attached, in an amount not to exceed \$5,462 from A-1620-200 (Town Hall-equipment).

Business Mailing Address:  
76 Crabapple Lane  
Watervliet, NY 12189  
Office: 518.203.7628

## PROPOSAL

### Northeast Commercial Interiors

Customer Name: Town of Clifton Park

Contact Name: Dan Clemens

Project Name: Town of Clifton Park Parks & Recreation Offices

Project Location: 1 Town Park Rd, Clifton Park, NY

Date: 10/18/2022

We propose to remove existing carpet, provide minor floor prep and furnish and install Design Smart Dynamo, Color Masterful and Johnsonite 4" Cove Base, Color Moon Rock as discussed.

Includes: Associated Transitions

Minor Floor Prep Only

After Hours Installation

Excludes: Furniture/Accessory Moving

For the amount of: \$5,462.00 (After Hours Installation)

Alternate Day Time Installation Option Job Total: \$5,062.46

\*Quote will be honored through November 15<sup>th</sup>, 2022 due to Unexpected Increases in Shipping and Freight

\*\*An additional 3.4% credit card processing fee will be charged if choosing to pay by card

#### PLEASE NOTE:

Quote Excludes Sales Tax (Tax will be added to all invoices unless provided with a Certificate of Exemption prior to Invoicing).

To accept this proposal please sign in the space provided below and email or fax back to our office with your Purchase Order and Tax Exempt Certificate (if applicable).

Thank you.

X: \_\_\_\_\_ Date: \_\_\_\_\_ P.O.# \_\_\_\_\_  
Customer Name

Sincerely,

Ed Durant

**RESOLUTION**

**#6**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the purchase of one (1) 2022 Ford F-150 vehicle with plow from Metro Ford, 3601 State St., Schenectady, NY, for use by the Buildings & Grounds Department

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

WHEREAS, Dan Clemens, Director of Buildings, Parks & Recreation, has requested authority to purchase a new vehicle for use by the Buildings & Grounds Department, and

WHEREAS, the new vehicle will replace a 2009 Ford Ranger that will stay in use with Buildings, Park & Recreation, and

WHEREAS, Mr. Clemens has recommended that the 2022 Ford F-150 available from Metro Ford, 3601 State St., Schenectady, NY, be purchased under New York State Minibid 1379, OGS Solicitation 23166 at a cost of \$58,156.60; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the purchase of one (1) 2022 Ford F-150 vehicle with plow from Metro Ford, as described in the attached documents, at a total cost not to exceed \$58,156.60, under State Minibid #1379, OGS Solicitation 23166, to be paid for by a municipal lease.



# Town of Clifton Park

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | FAX: (518) 371-1136

January 23, 2023

The Buildings & Grounds department put a solicitation in to NYS OGS **mini bid** for a new mini pickup with plow. We received 2 bids. The first is for a Jeep Gladiator Sport with plow - \$56,184.00 and the second is for a Ford F-150 with plow - \$58,156.60.

This vehicle is to replace a 2009 Ford Ranger *→ Dan will retain and continue to use* that we use for trail maintenance primarily in the winter. The smaller size truck and plow fits through the woods and is sized for the 6 foot wide areas.

I prefer to purchase the Ford F-150 for a couple of reasons. First and foremost is that the F-150 that Metro Ford submitted is on their lot right now. The upfit time on the plow is only 3-4 weeks maximum. The Jeep Gladiator is not on the lot, would have to be ordered from the factory with a hopeful delivery of 4 months, then sent to upfitter. Another reason is the Jeep does not have as big of a box or as large of a weight capacity as the F-150.

Daniel J. Clemens  
Director of Buildings, Parks, and Recreation

PHILIP C. BARRETT  
Supervisor

LYNDA M. WALOWIT  
Councilwoman

CHRISTOPHER E. O'HARA  
Councilman

AGATHA REID  
Councilwoman

ANTHONY F. MORELLI  
Councilman

Specific call for offers from: 1379 OGS Solicitation 23166: Vehicles, Class 1-8

12193 (1) Mini pickup 4x4 w/plow - Town of Clifton Park

Award phase

Settings Participants Schedule Pricing sheets Questionnaires Question & Answer Offers/Applications

1 1

Offer phase (2) Evaluation (2) Awarding (0)

Combined Vehicles Built to Specifications Pricing Sheet Pre-Existing Vehicles Pricing Sheet

Offer Model Year Make Model & Trim Level Total Number of Vehicles

Edit Sort on supplier

Rank	Name	Pricing sheet	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid	Phase	<input type="checkbox"/>
1	<a href="#">Sawyer Motors</a>	Vehicles Built to Specifications Pricing Sheet	2023	JEEP	GLADIATOR SPORT	\$56,184	1	\$56,184	Evaluation	<input type="checkbox"/>
2	<a href="#">METRO FORD SALES INC</a>	Pre-Existing Vehicles Pricing Sheet	2022	FORD	F-150			\$58,156.60	Evaluation	<input type="checkbox"/>

Internal award justification

No comments

Edit award justification

Purchase order

This information is required to be entered by all Authorized Users of the NYS Vehicle Marketplace. Departments and agencies MUST provide a screenshot of this "Awarding" page information when requesting a State ID from OGS Fleet Management or NYS DOT. Please enter the purchase order or other ordering document information or if no purchase order was made by clicking on "Edit purchase order" below.

Edit Purchase Order

Exports

No awarding

Inform

Allow to Awarding

Home

Specific call for offers from: **1379 OGS Solicitation 23166: Vehicles, Class 1-8**

12193 (1) Mini pickup 4x4 w/plow - Town of Clifton Park

Award phase

Settings Participants Schedule Pricing sheets Questionnaires Question & Answer Offers/Applications  
Compare & Select

1 1

All offers METRO FORD SALES INC Pricing sheet Pre-Existing Vehicles Pricing Sheet

Pre-Existing Vehicles Pricing Sheet

5 Products

METRO FORD SALES INC

WILLIAM HEARLEY  
5186316114  
[BILL@METROFORDNY.COM](mailto:BILL@METROFORDNY.COM)

9 Filled 20% 36 not filled

Help

#	Model Year	Make	Model & Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	Total Number of Vehicles	NYS Pri for Vehic
1	2022	FORD	F-150	W1E	WHITE	BLACK	CLOTH	4X4	GASOLINE	\$56,005	8%	\$51,524.60	\$6,632	1	\$58,156.6
2														1	
3														1	
4														1	
5														1	
Total															

[Export pricing sheet](#)  
[Export pricing sheet](#)

Comment:

- Each row represents one vehicle offered.
- Do not enter dollar signs (\$) or percentage signs (%) in the above fields.
- Offering less cars than the number of rows provided is acceptable. However, the orange/green status bar will show that the pricing sheet is partially unfilled. Buyers will only see completed rows.
- If you would like to offer more cars than the number of rows provided, please submit multiple offers.



# Town of Clifton Park

## Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

### **1 New Truck: 2023 4WD mini pickup truck with plow**

- Make/model: Any
- Exterior color: Any
- Interior color: Any
- spray-on bed liner
- trailer/ tow package
- gas engine
- automatic transmission
- all terrain/off road tires

### **Aftermarket Equipment:**

- Fisher 7'-2" HS snowplow
- Handheld control
- LED headlamps
- 85363 - rubber deflector
- 83845 - Shoe kit
- 26020-2 mini bar strobe light

RESOLUTION  
# 7

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the purchase of one (1) Bobcat Compact Wheel Loader Vehicle from Bobcat of Saratoga, LLC for use by the Buildings & Grounds Department.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks & Recreation, has requested authorization for the purchase of a Compact Wheel Loader Vehicle for the Buildings and Grounds Department, per the attached, and

WHEREAS, Mr. Clemens has recommended that the compact wheel loader utility vehicle be purchased to best meet the needs of the department , and

WHEREAS, Mr. Clemens has also recommended that the Bobcat Compact Wheel Loader, available from Bobcat of Saratoga, LLC, 1279 Route 9, Gansevoort, NY, be purchased under New York State Minibid 1379, OGS Solicitation 23166 at a cost of \$87,417; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the purchase of one (1) Bobcat Compact Wheel Loader from Bobcat of Saratoga, as described in the attached documents, at a total cost not to exceed \$87,417, under State Minibid #1379, OGS Solicitation 23166, to be paid for by a municipal lease.



# Bobcat

## Product Quotation

Quotation Number: AMS-09344

Date: 2023-01-12 13:47:16

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
TOWN OF CLIFTON PARK, 1367325 2 TOWN HALL PLAZA Clifton Park, NY 12065	Eric Gardner Bobcat of Saratoga, LLC, Gansevoort, NY 1279 ROUTE 9 P. O. BOX 785 GANSEVOORT NY 12831 Phone: (518) 798-9283 Fax: (518) 798-9286	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
<b>Bobcat L85 Compact Wheel Loader</b>	M0703	1	\$66,244.64	\$66,244.64
2" Retractable Seat Belt	Interior Storage Compartments			
68 HP 2.4L Turbocharged Bobcat engine with integrated Diesel Oxidation Catalyst (DOC)	Keyless Ignition			
Advanced Attachment Mode (Remote Hand Throttle)	Lift Arm Support			
Articulation Lock Bar	Machine IQ Ready (device is an accessory)			
Automatic Park Brake with Slope Assist	Mudguards			
Auxiliary Hydraulics with pressure release couplers	Operator Canopy: Roll Over Protective Structure (ROPS) meets ISO 3471; Falling Object Protective Structure (FOPS) meets ISO 3449			
Back-up Alarm	Level II			
Battery Disconnect Switch	Power Bob-Tach			
Bobcat Standard 5" Display	Retrieval Pin			
Bucket Level Indicator	Road Lights - Halogen (Front)			
Cup Holders	Side Rear View Mirrors			
Differential Lock	Spark Arrester Muffler			
Dual Quick Charge USB / 12 V power outlet	Standard 405/70 R18 Tires			
Engine and Hydraulics Systems De-rate	High Flow Auxiliary Hydraulics with pressure release coupler			
Front Horn	Tie Down Points			
Glow Plugs	Tilt and Telescoping Steering Column			
Inching Pedal	Two Speed Travel			
Instrumentation: Hourmeter, RPM, System Voltage; Engine Temperature and Fuel Gauges; Warning Lights	Vinyl Suspension Seat			
	Work lights - LED (2 front & 2 rear)			
	Z-Bar Mechanical Self Leveling			
HVAC Cab Comfort Package	M0703-P01-C02	1	\$6,574.76	\$6,574.76
Enclosed Cab with HVAC	Automatic Ride Control			
Front and rear wiper / washer	Attachment Control Device (7 pin connector)			
Dome light	Radio Ready			
Rear defrost	Cloth suspension Seat			
Rotating Beacon Kit	7336474	1	\$130.67	\$130.67
SMV Kit	7447402	1	\$107.79	\$107.79
Radio	6988865	1	\$277.24	\$277.24
Block Heater	7328972	1	\$84.28	\$84.28
L85 General Purpose Bucket	7427815	1	\$3,460.28	\$3,460.28
Description	Part No	Qty	Price Ea.	Total
DEALER INSTALLATION		1	\$500.00	\$500.00

Total of Items Quoted	\$77,379.66
Dealer P.D.I.	\$200.00
Freight Charges	\$2,603.00
Dealer Assembly Charges	\$437.50
Other Charges: Material and Logistics	\$6,796.00
Quote Total - US dollars	\$87,416.16

Notes:

**\*Prices per the New York State Contract – PC69396**  
 \*Terms Net 60 Days. Credit cards accepted.  
 \*FOB Destination  
 \*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.  
 \*TID# 38-0425350  
 \*Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.  
 \*Quote valid for 30 days

ORDER ACCEPTED BY:

SIGNATURE	DATE
PRINT NAME AND TITLE	PURCHASE ORDER NUMBER

DELIVERY ADDRESS: \_\_\_\_\_

BILLING ADDRESS (if different than Ship To): \_\_\_\_\_

TAX EXEMPT?     YES     NO

Exempt in the State of \_\_\_\_\_

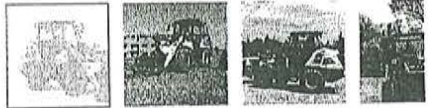
Tax Exempt ID: \_\_\_\_\_

FEDERAL - \_\_\_\_\_

STATE - \_\_\_\_\_

Expiration Date: \_\_\_\_\_

# L85 Compact Wheel Loader



- Bobcat Tier 4, turbo-charged engine delivers powerful, high-torque performance, high efficiency and convenient service
- Articulated steering for a tight-turning radius and high maneuverability
- Standard high-flow hydraulics
- Advanced attachment operations
- Full-color, 5-inch display panel

[Build & Quote](#)

[Contact Dealer](#)

[View Offers](#)

[Find Dealer](#)

[Download Brochure](#)

## L85 Overview

If you have the will, the Bobcat® L85 compact wheel loader will provide the way with leading performance, maneuverability and versatility. With a high lift height and standard bucket capacities of up to 1-cubic yard, the L85 compact wheel loader excels at material-handling jobs and many other applications.

## L85 Specifications

### L85 Key Specifications

Horsepower	68 hp
Rated Operating Capacity with Bucket (Straight)	3,974 lb
Rated Operating Capacity with Bucket (Articulated)	3,257 lb
Rated Operating Capacity with Forks (Straight)	4,786 lb
Rated Operating Capacity with Forks (Articulated)	3,977 lb
Operating Weight	11,164 lb
Auxiliary Std Flow	19.8 gal/min
Auxiliary High Flow	27 gal/min
Pump Capacity	27 gal/min
Width (over tires)	70.9 in

### Engine

Emissions Tier (EPA)	Tier 4
Engine Cooling	Liquid
Engine Fuel	Diesel
Horsepower	68 hp
Turbocharged Engine	yes

### Performance

Rated Operating Capacity with Bucket (Straight)	3,974 lb
Rated Operating Capacity with Bucket (Articulated)	3,257 lb
Rated Operating Capacity with Forks (Straight)	4,786 lb
Rated Operating Capacity with Forks (Articulated)	3,977 lb
Tipping Capacity with Bucket (Straight)	7,947 lb

Tipping Capacity with Bucket (Articulated)	6,515 lb
Operating Weight	11164 lb

### Capacities

Fuel Tank	20.8 gal
-----------	----------

### Hydraulic System

Auxiliary Std Flow	19.8 gal/min
Auxiliary High Flow	27 gal/min
Pump Capacity	27 gal/min

### Drive System

Drive Type	2-speed hydrostatic with Advanced Attachment Control
------------	--

### Dimension

Length with Standard Bucket	220 in
Width (over tires)	70.9 in
Width (with bucket)	74.8 in
Inside Turning Radius w Bucket	1986 mm
Turning Radius Outside	169.9 in
Outside Turning Radius w Forks	4591 mm
Wheelbase	82.7 in
Articulation Angle	40°
Oscillation Angle	8°
Dump Angle @ Maximum Height	45°
Ground Clearance	12.3 in
Height to Bucket Hinge Pin	10.66 ft
Rollback Angle	50°
Tire Size	405/70 R18
Wheel Tread	54.8 in

### Features

Operator Canopy	Optional
Enclosed Operator Cab w HVAC	Standard
Mechanical Susp Seat	Standard
Air Ride Susp Seat	Not Applicable
Joystick Control	Standard
Keyed Ignition	Optional
Keyless Ignition	Standard
Speedometer	Standard
Hour Meter	Standard
Tilt and Telescoping Steering Wheel	Standard
Travel Foot Pedal	Standard
Cup Holders	Standard
Front and Rear Work Lights	Standard
Road Lights	Standard
Rotating Flashing Beacon	Optional
Four Way Flasher	Standard
Turn Signals	Standard
Advanced Attachment Control	Standard

Auxiliary Hydraulics	Standard
Engine Derate	Standard
Glow Plug Engine Preheat	Standard
High Flow	Standard
Hydrostatic Transmission	Standard
Tilt Lock Out	Standard
Two Speed Travel	Standard
Z Bar Linkage	Standard
Backup Alarm	Standard
Horn	Standard
Lift Arm Lockout with Manual Bypass	Standard
Lift-Arm Support	Standard
OCS System	Standard
Rear View Camera	Optional
Seat Switch	Standard
Side Mirrors Right and Left	Standard
Wheel Fenders	Standard

## L85 Features & Benefits

[Expand all](#)

Performance 7

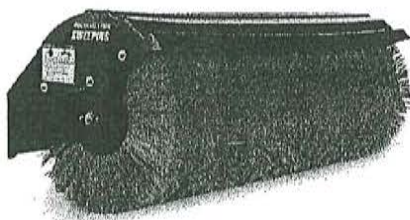
Uptime-Protection 4

Comfort 6

Serviceability 5

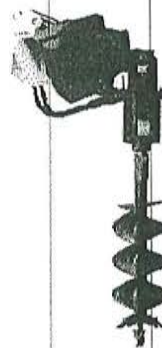
## L85 Attachments

[View All Attachments](#)



Angle Broom - 64"

Clear away dirt, dried mud, light snow and other debris.



Auger Drive Unit - 15C

Direct drive augers are ideal for digging holes for posts, piers, poles, or trees.



Auger Drive Unit - 15H

Direct drive augers are ideal for diggi



**WARNING:** This product can expose you to chemicals including engine exhaust (including diesel engine exhaust when equipped), lead and lead compounds, mineral oils, soots, phthalates, and carbon monoxide which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

**RESOLUTION  
#8**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the replacement of four (4) stainless steel hand rails for the diving boards at the Country Knolls Pool.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks & Recreation wishes to replace the diving board hand rails at the Country Knolls Pool, and

WHEREAS, three quotes were submitted per the job specifications and CBM Fabrications submitted the lowest conforming quote in the amount of \$6,835, and

WHEREAS, Mr. Clemens has recommended that CBM Fabrications, Inc. be authorized to replace the diving board hand rails, for an amount not to exceed \$6,835; now, therefore, be it

RESOLVED, that the replacement of the stainless steel diving board hand rails of the Country Knolls Pool is awarded to CBM Fabrications, Inc, of Ballston Lake, NY at a cost not to exceed \$6,835 with a transfer from A-914 (Unassigned Fund Balance) to A-7151-200 (Country Knolls Pool – Equipment); and be it, further

RESOLVED, that CBM Fabrication, Inc is authorized to proceed with the acquisition of materials and supplies necessary for the project, which will be completed before the start of the 2023 pool season.

Town of Clifton Park  
Buildings & Grounds

**Quote Cover Sheet**

**Date: January 11, 2023**

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**Description: Build new hand rails for 2 diving board platforms  
(4 total hand rails) at Country Knolls Pool**

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**Vendor #1: CBM Fabrications Inc. - \$6,835.00**

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**Vendor #2: KG Fabrication - \$11,854.80**

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**Vendor #3: Swett & Swett Welding, Inc. - \$19,928.00**

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**Vendor #4:**

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**Vendor #5:**

---

**Vendor #6:**

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**Comments: These are stainless steel railings, existing railings are cracked and can't be repaired again. Will need them for opening day.**

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**Decision: CBM Fabrications Inc. - \$6,835.00**

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# ESTIMATE

# EST-00032



## KG FABRICATION

### KG Fabrication, LLC

84 Ashdown Rd.  
Ballston Lake New York 12019  
U.S.A

Bill To  
**Clifton Park building and grounds**

Estimate Date : 07 Nov 2022

### Subject :

Two sets (4 railings) of 2" ornamental stainless steel for two (2) diving boards.

#	Item & Description	Qty	Rate	Amount
1	Material 2" stainless steel tube	79.20	81.50	6,454.80
2	Fabrication (1) Cut parts, debur parts, layout / fabricate, weld, drill holes.	60.00	90.00	5,400.00
			Sub Total	11,854.80
			<b>Total</b>	<b>\$11,854.80</b>

### Notes

Any questions regarding this estimate, please call the office at 518-703-4403. Looking forward for your business.

### Terms & Conditions

Please note that because of fluctuating material prices, material costs are to be paid in full upon acceptance of this estimate. Labor charges will be invoiced upon the completion of the job. Quoted costs of material is good for 30 days.

# Swett and Swett Welding, Inc.



1074 Strong Street  
Schenectady, New York, 12307  
Tel: 518-393-0336 Fax: 518-393-0227

TOWN OF CLIFTON PARK  
2 TOWN HALL PLAZA  
CLIFTON PARK, NEW YORK 12065

TEL OFFICE: 518-371-6651 TEL KIERNAN: 518-888-4779  
EMAIL: klynch@cliftonpark.org

PROPOSAL & ESTIMATE  
DATE

## NEW HEAVY-DUTY, HAND MADE, DOUBLE TIER STAINLESS STEEL PIPE RAILINGS

SWIMMING POOLS AREA  
SPECIFIC STREET ADDRESS UNKBOWN  
CLIFTON PARK, NEW YORK 12065

### SCOPE

FURNISH AND ERECT ONE QUANTITY OF HEAVY-DUTY, HAND MADE, DOUBLE TIER STAINLESS STEEL SWIMMING POOL PIPE RAILINGS FOR THE EXTERIOR SWIMMING POOL AREAS LOCATED AT THE ABOVE REFERENCED ADDRESS.

FOUR RAILINGS ARE REQUIRED MATCHING THE TWO SEPARATE SAMPLES BROUGHT TO OUR SHOP. TWO RAILINGS WILL MATCH ONE DESIGN AND TWO MORE WILL MATCH THE OTHER.

ALL WORK WILL BE COMPLETED IN STRICT ACCORDANCE TO THE DETAILS AND SPECIFICATIONS REVIEWED AND PROVIDED DURING OUR SITE VISIT, SHOP CONSULTATION EMAIL OR TELEPHONE CONVERSATION, AND/OR VIA OTHER COMMUNICATION VENUE.

YOUR NEW RAILINGS ARE APPROXIMATELY 10 FEET ;ONG EACH.

THE NEW STAINLESS STEEL RAILINGS ARE PRICED TO BE FABRICATED USING THE FOLLOWING MATERIALS AND DESIGN:

- THE TWO TIER PIPE RAILINGS WILL BE FABRICATED USING AN INDUSTRY STANDARD DOUBLE TIER CONFIGURATION WITH VERTICAL STRUCTURAL POSTS. THE NOMINAL STEEL PIPE WILL BE FURNISHED AT A 1.5-INCH INSIDE DIAMETER AND A SCHEDULE 10 OR SCHEDULE 40 THICKNESS, WHICHEVER IS AVAILABLE AT THE TIME OF ORDERING. THE OUTSIDE DIAMETER OF 1.5-INCH NOMINAL PIPE IS 1.9-INCHES.
- THE STRUCTURAL POSTS WILL BE FABRICATED USING THE SAME SIZED STAINLESS STEEL PIPE AS DETAILED ABOVE. THE TOP OF THE STRUCTURAL POSTS WILL BE COPED TO FIT AND WELDED SOLID TO THE TOP RAIL. THE STRUCTURAL POSTS WILL BE SPACED TO MATCH THE EXISTING SAMPLES.
- ONE LATERAL (HORIZONTAL) HEAVY-DUTY STEEL PIPE BOTTOM RAIL THAT IS COPED TO FIT AND WELDED SOLID TO EACH STRUCTURAL POST. THE PIPE WILL BE THE

SAME SIZED PIPE AS DETAILED ABOVE. THE BOTTOM RAIL WILL BE LOCATED TO MATCH THE EXISTING SAMPLES.

- Y THE RAILINGS WILL POSSESS A ONE DIRECTIONAL, FINE SATIN, HAND-RUBBED FINISH. THIS IS A #4 STAINLESS STEEL FINISH ALMOST SIMILAR TO A STAINLESS STEEL APPLIANCE.
- Y SWETT AND SWETT WELDING, INC. WILL FURNISH ALL INSTALLATION HARDWARE, BOLTS, WSHERS, LAGS, THUNDERSTUD ANCHORS, AND ANY CONCRETE FASTENERS AS REQUIRED, TO COMPLETE THE INSTALLATION PROCESS AS PER INDUSTRY STANDARDS.
- Y SWETT AND SWETT WELDING, INC. IS RESPONSIBLE FOR THE ACCURACY OF THE FABRICATION LAYOUT ETC.

### PRICE

**TOTAL PRICE: \$ \$ 4,982.00 Per Railing Each**

*PLEASE NOTE THIS IS A VERY NICE, HEAVY-DUTY, HANDMADE, HIGH QUALITY, DOUBLE TIER STAINLESS STEEL PIPE RAILING DESIGN. ONE THAT WILL LAST YOU A VERY LONG TIME. THERE ARE MANY DESIGNS, CONFIGURATIONS, AND MATERIALS AVAILABLE TODAY AND PRICES DO VARY A BIT. FOR NORMAL RESIDENTIAL AND COMMERCIAL USE HOWEVER, THIS BEAUTY WILL SUFFICE JUST FINE. PLEASE LET US KNOW IF YOU NEED ANY FURTHER INFORMATION OR IF YOU WOULD LIKE PRICES ON DIFFERENT TYPES OF RAILINGS AND/OR THEIR SPECIFIC DESIGNS. THANK YOU VERY MUCH!!!!*

### MISCELLANEOUS DETAILS & SPECIFICATIONS

- NOMMA, the National Ornamental and Miscellaneous Metals Association, is the leading informational, educational, and instructional organization, in the industry today. Architects, engineers, professional designers, and design consultants alike, use the NOMMA for technical, mechanical, methodological, and design detail, information. You will be happy to note that all work furnished by Swett and Swett Welding, Inc. will be performed in strict accordance to the philosophy, values, principles, standards, and quality doctrine, as espoused and endorsed by the National Ornamental and Miscellaneous Metals Association (NOMMA) guidelines and guiding principles.
- Swett and Swett Welding, Inc. will strictly adhere to the accepted codes, procedures, and standards, as explained in the latest edition of the American Welding Society Manual of Codes and Standards.
- It is our intention to possess a complete understanding of the customer's wants and needs, to express those wants and needs as transparently as possible, and to methodically transmit all pertinent information as quickly and as comprehensively as possible. All this in a concerted effort at obtaining a "meeting of the minds" between Swett and Swett Welding, Inc., and the end customer. Please let us know if you have any further questions, or need any additional information. We will be happy to help where we can.
- All payments to be made at 100% C.O.D., unless otherwise agreed in writing. Payment schedule to be determined at a later date.

- For your convenience Swett and Swett Welding, Inc. accepts American Express, MasterCard and VISA credit/debit cards. There is nothing like receiving free frequent flyer miles, or free credit that can be exchanged for cash. Please feel free to stop in or simply call on the telephone, and say, "charge it." We will be happy to process your order and accommodate you as best we can. Thank you.

END ESTIMATE

---

*DEAR TOWN OF CLIFTON PARK,*

*THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH THIS ESTIMATE FOR THE PRODUCTS AND/OR LABOR DESCRIBED ABOVE.*

*IT WOULD BE APPRECIATED IF YOU COULD LET US KNOW IF YOU WOULD LIKE TO GO AHEAD WITH THE PROJECT, OR IF YOU HAVE ANY REMAINING QUESTIONS OR REQUESTS.*

*I VERY MUCH ENJOYED OUR RECENT CONVERSATION AND LOOK FORWARD TO HEARING FROM YOU AGAIN SOON. UNTIL THEN I REMAIN.*

*BEST REGARDS,*

*Richard Swett*

*RICHARD SWETT  
V.P. SWETT AND SWETT WELDING, INC.*

***"Thanks for calling on us!!!"***  
***"Have a wonderful day!!!"***



**RESOLUTION**

**#9**

Resolution No. \_\_\_\_\_ of 2023 a resolution authorizing the hiring of a part-time seasonal laborer for the Transfer Station.

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

WHEREAS, an opening exists for part-time seasonal help at the Transfer Station; and

WHEREAS, Dan Clemens, Director of Buildings Parks & Recreation, has recommended that Timothy Riley of Clifton Park be hired to fill the seasonal position; now, therefore be it

RESOLVED, that Timothy Riley be hired as a part-time seasonal laborer for the Transfer Station for the summer of 2023, at \$16.50 per hour, effective immediately, to be budgeted from A8160-E4000 (Transfer-Station-Part-time Employee).

**RESOLUTION**  
**#10**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing Burn Bootcamp to use Town roadways for their charity road race 5k, on April 30, 2023.

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

WHEREAS, Burn Bootcamp has requested the use of the Town of Clifton Park roadways as specified in the attachment hereto, for the purpose of holding a 5k charity road race on Sunday, April 30, 2023, from 10:00 AM until the last participant completes the course, and

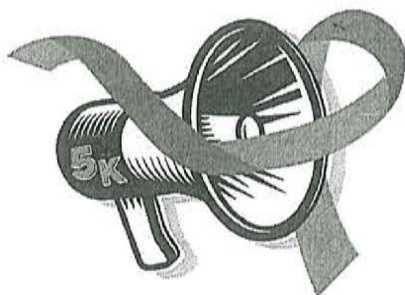
WHEREAS, the event sponsors have coordinated with the Town's Highway Superintendent for the safe use of Town roads; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes Burn Bootcamp to use Town roadways as specified in the attachment hereto, April, 30, 2023, for the purpose of holding a 5k charity road race to raise funds and awareness for Poland Syndrome, and be it further

RESOLVED, that this approval is expressly conditioned upon receipt prior to March 30, 2023, in the Office of the Highway Superintendent of an insurance certificate in the amount of \$1,000,000 naming the Town of Clifton Park as an additional insured; and be it further

RESOLVED, that the Highway Superintendent is directed to provide copies of insurance certificates to the Town Clerk for filing prior to the race, and be it further

RESOLVED, that this approval is expressly conditioned upon the roads not being closed but employees of Burn Bootcamp are permitted to temporarily stop traffic at each end of the course in the event both a vehicle and race participant arrive at the same time.



# PSA | POLAND SYNDROME AWARENESS

presented by

**burn boot camp®**

in honor of Nicholas Green

## WHAT IS POLAND SYNDROME?

Poland syndrome is a disorder in which affected individuals are born with missing or underdeveloped muscles on one side of the body, resulting in abnormalities that can affect the chest, shoulder, arm, and hand. The extent and severity of the abnormalities vary among affected individuals. People with Poland syndrome are typically missing part of one of the major chest muscles, called the pectoralis major. In most affected individuals, the missing part is the large section of the muscle that normally runs from the upper arm to the breastbone (sternum). The abnormal pectoralis major muscle may cause the chest to appear concave. In some cases, additional muscles on the affected side of the torso, including muscles in the chest wall, side, and shoulder, may be missing or underdeveloped. In severe cases of Poland syndrome, the spine can be fused or malformed. This can lead to thoracic deformations and respiratory challenges. Certain bone defects could be present in people with Poland syndrome. This includes an underdeveloped or absent portion of ribs and cartilage where the ribs attach to the sternum.

## EVENT DETAILS



**APRIL 30, 2023**

National Poland Syndrome  
Awareness Day



10AM: Registration  
10:30AM: Kid's 200 Meter Dash  
11AM: 5k run [or] 1 mile walk  
12PM: Celebrate with everyone (there  
will be a food truck and cocktails to  
purchase as well as a 50/50 raffle)

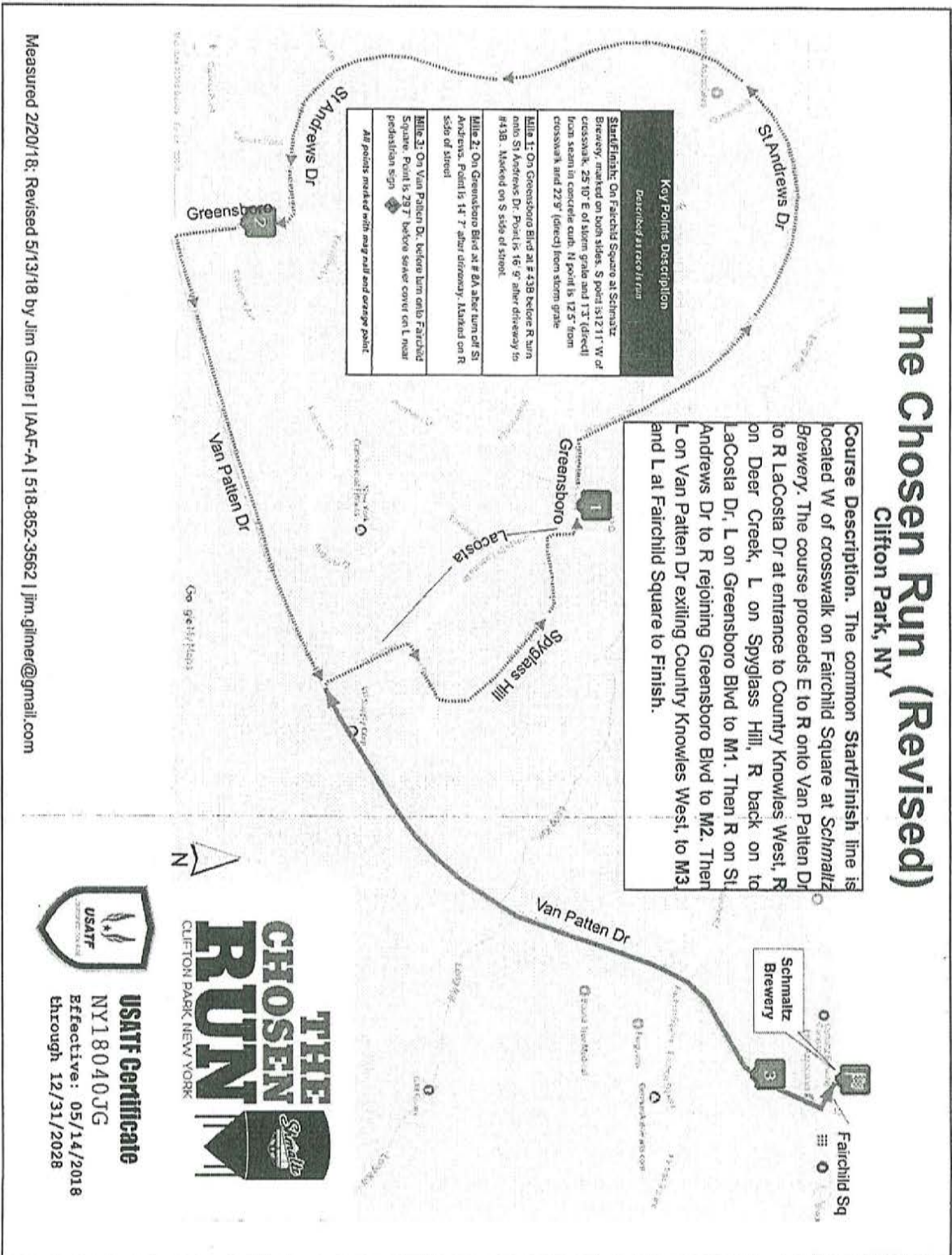


**YANKEE  
DISTILLERS**

5 Fairchild Square,  
Clifton Park, NY 12065

**HELP US RAISE AWARENESS**

**PSA5K.COM**





**Road Running Technical Council  
USA Track & Field**  
**Measurement Certificate**



Name of the course The Chosen Run (Revised) Distance 5 km  
 Location (state) NY (city) Clifton Park  
 Type of course: road race  calibration course   
 Measuring method: bicycle  steel tape  electronic distance meter   
 Measured by (name, address, phone & e-mail) Jim Gilmer, 232 Van Wies Point Rd. Glenmont, NY 12077;  
518-852-3562; jim.gilmer@gmail.com  
 Race contact (name, address, phone & e-mail) Carl Ewald, Executive Director, Tiburon Endurance Sports, Inc.  
110 West Front St, Media, PA, 19063; 484-716-8331; carl@greatamericanbreweryruns.com  
 Date(s) when course measured: February 20, 2018; remeasured May, 13, 2018  
 Number of measurements of entire course: 2 Course Configuration: keyhole  
 Elevation (meters above sea level) Start 84.43 Finish 84.43 Highest 115.21 Lowest 75.59  
 Straight line distance between start & finish 0.0 Drop 0.0 m/km Separation 0.0 %  
 Type of surface: paved 100 % dirt - % gravel - % grass - % track - %  
 Effective date of certification: May 14, 2018 Certification code: NY18040JG

Course revised to reverse route.  
through subdivision

Notice to Race Director: Use this Certification Code  
in *all* public announcements relating to your race.

***Be It Officially Noted That***

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

*Verification of Course* — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

***This certification expires on December 31 in the year*** 2028

*James A. Gilmer*  
Digitally signed by Jim Gilmer  
 DN: cn=Jim Gilmer, o=USATF Road Running  
 Technical Council, ou=Regional Center, New  
 York, email=jim.gilmer@gmail.com, c=US  
 Date: 2018.05.14 10:44:49 -0400

**AS NATIONALLY CERTIFIED BY:**

Date: May 14, 2018

James A. Gilmer, USATF/RRTC Certifier • 232 Van Wies Point Rd., Glenmont, NY 12077-4222  
 Phone: 518-852-3562 • Email: jim.gilmer@gmail.com

RESOLUTION  
# 11

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the allocation of grant funds for up to \$5000 for a Home Weatherization Education Program to be available free to Town of Clifton Park residents and to be administered by the Town's G.R.E.E.N. committee.

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

WHEREAS, the New York State NYSEERDA Clean Energy Communities Leadership Program has determined that the Town of Clifton Park and its G.R.E.E.N. Committee has completed specific actions and milestones since 2021 which qualify the Town for grant funds under the program, and

WHEREAS, in November 2022, the Town of Clifton Park and G.R.E.E.N. Committee received notification of achieving its community campaign goal for Clean Heating and Cooling and Energy Efficiency; and are eligible for a \$5000 action grant towards Residential Weatherization (Heating and Cooling) and Energy Efficiency Education, with remaining funds to be considered for planting trees on town property, and

WHEREAS, the Town Board wishes to accept the \$5,000 grant offered by NYSEERDA to enable the Town's G.R.E.E.N. Committee to develop its educational weatherization program to be offered free to Town residents in February and March 2023 ;

WHEREAS, this weatherization program will deliver to the public a basic home "do-it-yourself" weatherization priorities program which will include the distribution of weatherization materials and supplies, and

WHEREAS, the Town's G.R.E.E.N. Committee is securing cost estimates for the these weatherization materials and supplies; now, therefore be it

RESOLVED that the Comptroller is authorized to increase the A-3089 (General Fund-NYS Revenues) by \$5,000, and also, to increase A-08055-00024 (Expenditures) by \$5,000.

DRAFT resolution for the next available TB meeting in February 2023

**Authorize the allocation of grant funds for up to \$5,000 for a Home Weatherization Program to be available to Town Residents for Free to be implemented by the G.R.E.E.N. Committee**

WHEREAS, on behalf of the Town of Clifton Park and the New York State NYSERDA Clean Energy Communities Leadership Program, the Town of Clifton Park's G.R.E.E.N. Committee has completed specific "high-impact" actions and milestones since 2021 including four (4) successful community campaigns for: community solar sign-ups, electric vehicles, demand response; and most recently, for the category of clean heating and cooling and energy efficiency; all enabling the Town to qualify for and receive \$5,000 grants per each category/milestone completed; and

WHEREAS, in November 2022, the G.R.E.E.N. Committee and Town of Clifton Park received notification of achieving its community campaign goal for Clean Heating and Cooling and Energy Efficiency; and with this milestone is proposing to use the \$5,000 action grant towards Residential Weatherization (Heating and Cooling) and Energy Efficiency Education, with remaining funds to be considered for Planting Trees on Town Property for achieving Cooling; and

WHEREAS, the G.R.E.E.N. Committee has developed its educational weatherization program to be rolled out in February and March 2023 for delivery to the public with particular emphasis on town residents, with public events scheduled for the Clifton Park Senior Community Center; CAPTAIN; and Historic Grooms Tavern, with basic home "do-it-yourself" weatherization priorities program, to help residents increase health benefits, comfort and savings; and the free educational program will also include the distribution of weatherization materials and supplies for free of charge to residents; now, therefore, be it

RESOLVED, that the Comptroller is authorized to increase the A-3089 (General Fund – NYS Revenues) by \$5,000.00, and also, to increase A-08055-00024 (Expenditures) by \$5,000.00.

Date: Thu, Dec 8, 2022 at 8:38 AM  
Subject: RE: NOTIFICATION: NYSEDA Clean Energy Communities | Town of Clifton Park  
To: [j.coons359@gmail.com](mailto:j.coons359@gmail.com) <[j.coons359@gmail.com](mailto:j.coons359@gmail.com)>

Hi Joanne,

Yay- The Town is eligible for another grant!

Same as the previous campaign grants, we'll need a letter of support and completed grant application (through steps 1-3). These two documents get uploaded to NYSEDA via the link in their email below.

Attached are the templates – should I forward to Jen?

Haley

**From:** erda.sm.clean.energy.communities <[cec@nyserda.ny.gov](mailto:cec@nyserda.ny.gov)>  
**Sent:** Tuesday, November 29, 2022 11:03 AM  
**To:** [j.coons359@gmail.com](mailto:j.coons359@gmail.com)  
**Cc:** Haley Balcanoff <[haley.balcanoff@cdrpc.org](mailto:haley.balcanoff@cdrpc.org)>  
**Subject:** NOTIFICATION: NYSEDA Clean Energy Communities | Town of Clifton Park

**Congratulations!** According to our records, the **Town of Clifton Park** recently completed a Community Campaign for Clean Heating and is eligible for a **\$5,000** Action Grant under NYSEDA's Clean Energy Communities program.

You have three months from the date of this email (**DUE DATE: March 1, 2023**) to go online and claim your Action Grant. The grant funds will be paid in full directly by check within a few weeks of submitting a completed grant application along with a letter of commitment. For more information, please review the program Guidance Document.

NYSEDA will not be issuing a press release regarding your grant. If you would like to issue a release, please send us a version to review and we will work with our communications department to provide you a quote. Please leave ample time for review prior to planned distribution.

Continues  
↓

Continues  
↓

If you have any questions regarding your grant, please do not hesitate to contact your local Clean Energy Communities Coordinator (copied) who is working on NYSERDA's behalf to help you navigate the program:

Thank you for your interest in NYSERDA's Clean Energy Communities Program.

Again, congratulations!

**Clean Energy Communities Team**

NYSERDA

17 Columbia Circle | Albany, NY 12203-6399

[nysERDA.ny.gov](http://nysERDA.ny.gov)

follow : friend : connect with NYSERDA

# Weatherize Clifton Park

## Free Weatherization Event

Come, Learn and Do it Ourselves

- ✓ Get training on installing basic weatherization priorities
- ✓ Materials you need provided to get started for free
- ✓ Increase health, comfort and savings

**February 8th, 12:30-2:00 Clifton Park Sr Center**

**February 27<sup>th</sup>, 5:00-6:30 CAPTAIN**

**March 3<sup>rd</sup>, 7:00-8:30 Historic Grooms Tavern**

**[J.coons359@gmail.com](mailto:J.coons359@gmail.com)**

**Sponsored by:**



**nationalgrid**



# First Fridays at Grooms Tavern

Friday March 3  
at 7:00pm

## Weatherization Training with Joanne Coons

Clifton Park GREEN Committee & National Grid present this energy & money saving weatherization. A custom weatherization kit will be provided for free to all Town of Clifton Park attendees including items you may need such as window kits, door sweeps, pipe insulation, outlet & light switch gaskets, a variety of weather strip products including foam strips, spray foam, caulk & weatherization putty. Joanne Coons teaches PV at Hudson Valley Community College and is a BPI Certified Building Analyst and Envelope Professional and Clifton Park GREEN Committee member.

### **REGISTRATION IS REQUIRED.**

Please register in advance at [j.coons359@gmail.com](mailto:j.coons359@gmail.com)  
to receive your weatherization supplies.

CliftonPark.org - 518-371-6667

Clifton Park Weatherization Material List  
 Priced at EFI ([www.efi.org](http://www.efi.org))

-one tube of caulk

The ideal product for residential construction and meets all sections of the newly adopted International Residential Building Code. ([poweredbyefi.org](http://poweredbyefi.org))

\$5.98

-One bottle of spray foam (NOT Touch N Seal, we need one with a built in spray nozzle. We need something like "Great Stuff")

Touch N Seal All Seasons Polyurethane is a low-pressure expanding foam sealant. ([poweredbyefi.org](http://poweredbyefi.org))

\$8.70

-Window kits

Frost King 42x62 Shrink & Seal Window Kit ([poweredbyefi.org](http://poweredbyefi.org))

\$7.98

-Door sweep (Do not order more, we have plenty)

-Pipe wrap (foam)--a mix of diameters, around 4-6 tubes

Frost King 3/4-Inch x 3-Foot Foam Pipe Insulation (4 Pieces) ([poweredbyefi.org](http://poweredbyefi.org))

\$4.98

-Weather strip: 1 each

Frost King ([poweredbyefi.org](http://poweredbyefi.org))

\$4.76

foam/silicone

MD 17' Foam Weatherstripping ([poweredbyefi.org](http://poweredbyefi.org))

\$3.98

Putty

Mortite ([poweredbyefi.org](http://poweredbyefi.org))

\$5.98

Aerators

Niagara 0.5 gpm Faucet Aerator ([poweredbyefi.org](http://poweredbyefi.org))

\$0.98

Light switch gasket (10 each)

<https://wholesale.poweredbyefi.org/am-foam-switch-gasket.html>

\$0.12 each

Outlet gasket (10 each)

<https://wholesale.poweredbyefi.org/am-foam-outlet-gasket.html>

\$0.12 each

Total approx: \$39.76 each attendee

X50 attendees

\$1,988 total

\$2500/39.76 =63 more kits

Total kits purchased are 113 kits



135 Lapp Road  
 Clifton Park, NY 12065  
 Phone: 518-371-7100

DATE: 1/31/23

TO:  
 Customer Name: Joanne Coons  
 Business: Clifton Park Green Committee  
 Phone: 518-522-3173

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
56	Window Insulation Kit indoor 3 piece SKU# 5684568	\$5.79	\$654.27
113	Window Foam Seal 1/2" x 17' SKU# 5336698	\$3.79	\$428.27
113	Caulk Cord Gray 45' SKU# 5004617	\$5.97	\$674.61
94	Toggle Switch Foam Gasket 6Pk SKU# 5337118	\$2.93	\$275.42
56	Armacell Tundra 3/4 in. X 6 ft. L Polyethylene Foam Pipe Insulation SKU#4000962	\$2.29	\$128.24
56	Armacell Tundra 1/2 in. X 6 ft. L Polyethylene Foam Pipe Insulation SKU#4000940	\$1.79	\$100.24

SUBTOTAL	\$2261.05
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE	\$2261.05

Make all checks payable to Robinson Ace Hardware  
 For any questions concerning this invoice, contact Rob McDonnell, 518-371-7100, [robinsonshardware@yahoo.com](mailto:robinsonshardware@yahoo.com)  
 Pricing Valid Through 2/28/23

**RESOLUTION**  
**#12**

Resolution No. \_\_\_\_\_ of 2023, a resolution to retain Prime AE Group of NY, for professional engineering services related to the Mohawk Valley Grange building, Rexford, NY

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

WHEREAS, the Town Board, as commissioners of the Mohawk Valley Grange building, wishes to retain the professional engineering services of Prime AE Group, Albany, NY to obtain a general assessment of the building's current condition, and

WHEREAS, the scope of the project is to determine what interior and exterior improvements are necessary to reinstate the Mohawk Valley Grange building as a public meeting space, and

WHEREAS, the Prime AE Group proposes that the cost estimate and engineering services for the project will not exceed \$14,250; now, therefore, be it

RESOLVED, that Supervisor Barrett recommends that the quote of Prime AE Group be accepted, and be it further

RESOLVED, that the Supervisor is authorized to sign an agreement with Prime AE Group of NY for professional engineering fees related to improvements deemed necessary for the Mohawk Valley Grange building, Rexford NY at a cost not to exceed \$14,250 to be paid from a transfer from A-914 (Unassigned Fund Balance) to A-1628-00135 (Engineering Mohawk Valley Grange Building).

**TOWN OF CLIFTON PARK  
REQUISITION/PURCHASE ORDER**

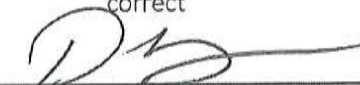
Delivery Address:

ONE TOWN HALL PLAZA  
CLIFTON PARK, NEW YORK 12065  
(518) 371-6651 - FAX (518) 371-1136

Name	Prime AE
Street	100 Great Oaks Blvd
Street	
City	Albany, NY 12203
Phone	
Contact	

APPROVAL FOR PURCHASE	
Available: _____	Comptroller's Office: _____
Approved: _____	Town Supervisor: _____
Encumbered: _____	Comptroller's Office: _____

Quantity	Product #	Description	Unit Price	Total
		Renovations		\$ 14,250.00
		Mohawk Valley Grange		
		Per Organizational Agreement		
		a Resolution is NOT Required for		
		Engineering Services		
		**Quotes Attached**		

ACCOUNT DISTRIBUTION	AMOUNT	DEPARTMENTAL REQUEST
A-1628-135	\$ 14,250.00	The above service or materials can be furnished to the municipality on the dates and the charges are correct
		 DEPARTMENT HEAD
		Date <u>2/1/23</u>



Albany Office  
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203  
P: 518.382.1774

October 26, 2022

Philip C. Barrett, Supervisor  
Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065

**Re: Town of Clifton Park  
Mohawk Valley Grange Renovation/Restoration Study  
Engineering Services Proposal – Revised Scope**

Dear Supervisor Barrett :

We are pleased to submit this revised proposal to provide Professional Engineering Services for the evaluation of what elements of the Mohawk Valley Grange (Grange) located at 274 Sugar Hill Road in Rexford would need to be repaired, restored or replaced to put the facility back into public use. As you may recall, PRIME AE (fka JME) had previously performed a building condition assessment, resulting in an Engineering Report dated revised August 2007. The basis for the assessment at that time was to determine the improvements necessary for the Town to be able to use the building for public meeting space, and we understand that the same purpose is to be used as the basis for this proposal. The following are recommendations from that report, which have been updated based on our field visit to the site with Dan Clemens on May 25, 2022. A conceptual Site Plan and interior floor plan drawings are enclosed at the end of this proposal for reference.

In general, the Grange appears to be structurally sound, which is in part due to the metal roof installation project that PRIME AE designed and was completed in 2009. However, there are necessary improvements required to bring the building back into service, as a place of public assembly under current code. We are basing our proposal on the following previous recommendations and will review and expand upon them with revised project cost estimates based on 15 years of time having passed since our last report:

#### Environmental Testing

- Spot lead and asbestos testing should be completed prior to renovation work. Areas of initial concern would be the existing furnace and ductwork, window glazing and caulking and plaster. Any necessary abatement must be completed prior to construction.

#### Interior Considerations

- Replace and upgrade existing building electrical service. New electrical service should be sized to accommodate a future air conditioning system.
- Install new fire protection system to include emergency exit signs and lighting.
- Replace heating system, including installation of new furnace and ductwork.
- Install new ADA compliant restrooms in meeting room area, including all associated doors, walls partitions, plumbing, fixtures and accessories that will be accessible by the handicapped. Depending on the expected occupancy, one unisex restroom may be allowed. However, if occupancy exceeds 50 persons, multiple restrooms will be necessary.
- Remove paneling in great room, repair plaster where necessary and paint.
- Repair turnbuckle and plaster in great room. More evaluation of this area is needed to determine the extent of structural repairs.



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[www.primeaceng.com](http://www.primeaceng.com)

#### Exterior Considerations

- Install gutters on building to limit water damage to building foundations.
- Replace vinyl siding with new wood siding to historically match building siding as close as possible.
- Repair and replace fascia around entire building.
- Paint trim work.
- The field stone foundation will require repairs in locations where holes have developed.
- As location of existing septic is unknown and condition is not expected to be adequate for reuse, install new septic tank and leach field designed for proposed use.
- Test well pump capacity (located in basement) and have quality testing performed. Lab test costs to be paid for by Town.

#### Parking

- Parking is a crucial component to making the Grange accessible to the public, however, with the current configuration of the parcel, there appears to be little Town-owned property available for the required number of parking spaces. Alternative options for parking include:
  - 1) Parking at the Grooms Tavern parking a lot and installing a sidewalk between the buildings.
  - 2) Purchasing adjacent land to develop into parking space.
  - 3) Purchasing land across the street to develop into parking space.

The study of the above issues has been broken down into the tasks below to be completed as part of this proposal:

#### **A. Base Services**

1. Perform one (1) site inspection / meeting with a designated Town representative.
2. Document current conditions of the building and grounds.
3. Develop a prioritized list of recommendations for interior and exterior improvements, water and septic systems, electrical and HVAC systems, and parking.
4. Develop updated project cost estimates for the recommendations.
5. Assemble a draft Preliminary Engineering Report.
6. Meet with Town representatives to review the draft report and then make revisions.
7. Deliverable: Final Engineering Report.

#### **Fee**

We propose to complete the above scope of work for a lump sum fee not to exceed **\$14,250**, to be billed monthly on a percentage complete basis.

#### **B. Exceptions and Limitations - The following items are not included in our scope and fee:**

1. Environmental Testing to be performed by others.
2. Property boundary survey, if required, to be performed by others.
3. Well water testing to be performed by others.
4. Preparation of funding application(s) are not included in this proposal, however, they can be performed under an amendment agreed to by both parties.



**C. Additional Services**

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

**D. Access to Client Facilities.**

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

**F. Terms & Conditions**

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

If you have any questions, please feel free to contact me.

Sincerely,

**KB Group of NY, Inc. dba PRIME AE Group of NY**

*Douglas P. Cole*

Douglas P. Cole, P.E.  
Senior Director of Engineering

cc: Dan Clemens

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF CLIFTON PARK:

*[Signature]*  
Philip C. Barrett, Town Supervisor; Date

AGREED TO BY KB GROUP OF NY, INC.  
DBA PRIME AE GROUP OF NY:

*[Signature]*  
Aaron Briggs, P.E. –Vice President; Date





**PRIME AE Group, Inc.**  
**Standard Terms & Conditions**

**1. General.** These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

**2. Performance of Services.** PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

**3. Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

**4. Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

**5. Compensation.** Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees. In the event PRIME AE employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein. Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by PRIME AE.

**6. Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client



**PRIME AE Group, Inc.**  
**Standard Terms & Conditions**

reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

**7. Confidentiality.** PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

**8. Ownership of Documents.** All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's

fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

**9. Suspension of Services and Termination.** Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

**10. Force Majeure.** Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain



**PRIME AE Group, Inc.**  
**Standard Terms & Conditions**

materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

**11. Mutual Waiver of Consequential Damages.**

Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

**12. Services During Construction.** If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by

others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

**13. Certifications.** PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

**14. Reliance.** PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

**15. Opinion of Probable Costs.** When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of



**PRIME AE Group, Inc.**  
**Standard Terms & Conditions**

operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

**16. Limitation of Liability.** Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of \$50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

**17. Dispute Resolution.** If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after

the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**18. Precedence.** These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

**19. Severability.** If any of these standard terms & conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

**20. Survival.** These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

**21. Governing Law.** The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

**22. Assignment.** No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

Town of Clifton Park  
Buildings & Grounds

**Quote Cover Sheet**

**Date: October 18, 2022**

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**Description: Engineering services for Mohawk Valley Grange rehab**

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**Vendor #1: Prime AE Group of NY -\$51,650.00**

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**Vendor #2: MJ Engineering - \$61,800.00**

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**Vendor #3: EDP - no quote**

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**Vendor #4: Barton & Loguidice - no quote**

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**Vendor #5:**

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**Vendor #6:**

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**Comments:**

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**Decision: Prime AE Group - \$51,650.00**



## Town of Clifton Park Buildings & Grounds

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 Ext. 251 • Fax: (518) 371-1136

Town of Clifton Park, New York is accepting written proposals from all qualified and interested Engineering and Consulting Firms for Engineering Services associated with the evaluation, design, and preparation of bid documents for interior and exterior renovation/restoration of the Mohawk Valley Grange, 274 Sugar Hill Road Rexford, as detailed below. The successful party will provide the professional services described herein in support of the Town, as commissioners of the Town facility, and will work directly with the Town's Department of Buildings and Grounds, and in consultation with Town facility representatives. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in subsequent work orders related to this document. The successful party will demonstrate qualifications, experience, and abilities to successfully accomplish and support all aspects of the prescribed type of work.

The Town of Clifton Park welcomes your response. The Town reserves the right to reject any proposal found to be non-responsive, vague, or non-conforming. The Town also reserves the right at any time to withdraw all or part of this proposal request to protect its best interests. The Town is not liable for any costs incurred by the party in preparing its response, nor is a response an offer to contract with your firm.

### Facility Location:

Mohawk Valley Grange

274 Sugar Hill Road, Rexford NY 12148

### Scope of work is as follows but not limited to:

Construction Documents: Prepare construction documents for the project including drawings and specification such that the project can be competitively bid. The site plans will generally include the following:

- Existing conditions plan
- Removals and demolition plan
- Site/layout plan

SENT TO  
4 COMPANIES  
5/16/2022

- Demolition plan
- Construction plan: and
- Details

Prepare the project manual and the technical specifications for the project.

Draft plans and project manual shall be provided to the Town of Clifton Park for review and comment. Once comments have been received and incorporated, final construction documents will be provided.

**Bid Assistance:**

Provide bidding assistance to the Town of Clifton Park for the project. Bidding assistance to include the following services:

- Answer questions from prospective bidders related to the site/civil elements of the project
- Prepare addenda as necessary for the site/civil elements of the project; and,
- Evaluate bids and recommend selection

**Construction Administration:**

Provide construction administration services for the project. The following are construction administrative services:

- Response to contractor requests-for-information (RFIs) for site/civil elements of the project
- Assist in the review of change orders for site/civil elements of the project
- Assist in the interpretation of contract documents for site/civil elements of the project; and,
- Review of contractor shop drawings and submittals for site/civil elements of the project.
- Site inspections as needed. The Town Building Department will be conducting all required inspections.

Please contact Regan Cardona [rcardona@cliftonpark.org](mailto:rcardona@cliftonpark.org) 518-371-6651 extension 251 for an appointment if you want a guided site visit.

Please provide a cost for services and provide a price sheet with hourly charge out rates for services as well.

Quotes are due by Monday June 13, 2022 at 2:00pm



Engineering and  
Land Surveying, P.C.

1533 Crescent Road  
Clifton Park, NY 12065  
Phone: 518.371.0799  
mjelspc@mjels.com  
mjels.com

June 10, 2022

Mr. Daniel J. Clemens  
Director of Buildings, Parks, and Recreation  
Town of Clifton Park  
1 Town Hall Plaza  
Clifton Park, NY 12065

RE: Mohawk Valley Grange Renovation  
274 Sugar Hill Road  
**Proposal for Architectural and Engineering Services**

Dear Mr. Clemens:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Clifton Park (Town) this proposal for architectural and engineering services associated with the above referenced project. This proposal is based on the Town of Clifton Park's Request for Proposal (RFP).

#### **PROJECT UNDERSTANDING**

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The Town is interested in contracting with an engineering consultant to design the renovations to the Mohawk Valley Grange historic structure located on Sugar Hill Road in Rexford, NY. The project will include interior renovations to include spaces for meetings and events, a new mechanical system, a new electrical service, painting the exterior and ADA access into the building.

#### **SCOPE OF SERVICES**

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Based upon the Town's RFP and above project understanding, MJ offers the following Scope of Services relative to the project:

##### **Task 1 – Design Phase**

1. Attend a kickoff meeting with the Town to review scope, schedule, and deliverables.
2. Review available information including the record drawings (if available), photos and previous engineering reports.
3. Conduct a site visit to document existing conditions and dimensions of the building.
4. Conduct hazardous material testing of materials to be demolished as part of the project. It is assumed that there will be 20-samples taken to verify the presence of hazardous materials.
5. Attend a programming meeting with the Town and stakeholders to review the proposed building program.
6. Develop an architectural code review based on the current Building Code of New York State.
7. Develop preliminary architectural floor plan for review by the Town.
8. Design architectural interior renovations including partitions, restrooms, interior doors and windows, and architectural finishes.



Mr. Daniel J. Clemens  
June 10, 2022  
Page 2 of 4

9. Design new mechanical system for the building including HVAC systems and plumbing systems.
10. Design new electrical service to the building, new main distribution panel, lighting, and connections to mechanical equipment.
11. Design ADA access from the gravel parking lot to the building.
12. Develop submissions at the 65% Design Development, and Final Bid Document stages of the project. Each submission will include drawings, technical specifications, and front-end specifications.
13. Conduct a review meeting at 65% submission stage of the project to walk-through the drawings, obtain initial comments from the Town, and discuss open items that the MJ design team needs from the Town to progress the project.
14. Incorporate comments from the Town at 65% submission stage of the project.
15. Develop final stamped and signed Bid Documents for the project.

#### **Task 3 – Bid Phase Services**

1. Respond to bidder questions and issue addendums, as required.
2. Attend and conduct a pre-bid meeting at the project site with prospective bidders.
3. Review bids and provide a recommendation of award letter to the Town.

#### **Task 4 – Construction Phase Services**

1. Provide Construction Phase Services including responding to contractor questions (RFIs), review of shop drawings and develop design clarifications, as needed.
2. Provide four (4) construction phase site visits and prepare a field visit report after each site visit.
3. Review contractor payment application and provide comments to the Town.
4. Review the contractor's change orders.
5. Conduct a punchlist site visit and develop complete punchlist for the contractor to complete prior to final payment.

#### **ASSUMPTION AND TASKS NOT INCLUDED IN THIS PROPOSAL**

The following assumptions are included as part of this scope of services:

- o Access to the project site and surrounding areas will be provided by the Town.
- o Drawings will be completed in AutoCAD format.
- o The existing overhead electrical service along Sugar Hill Road can support a new electrical service to the Mohawk Valley Grange building.
- o The project will be progressed as one (1) bid package. The project will have a construction value less than \$500,000 and therefore be exempt from Wick's Law.



- o Attendance at the bid opening is not included.
- o MJ will adhere to applicable Town COVID-19 protocols for field work and meetings that take place on the site.

The following efforts are excluded from this scope of services:

- o Topographic, utility and property boundary survey.
- o Hazardous material abatement design. It is assumed that there are no hazardous materials present within the existing building. If it is determined that hazardous materials are present, MJ will provide a supplemental proposal for hazardous material abatement design.
- o Design of repair/replacement of the existing exterior windows.
- o Design of site features including a new parking lot, landscape areas, patios and site lighting is not included.
- o Reinforcement and/or replacement of structural framing members.
- o Design of roof replacement.
- o Development of a Revit model.
- o Development of multiple bid packages.
- o Attendance at the bid opening.
- o Full-time Construction Inspection Services.
- o Special Inspection Services.

#### **SCHEDULE**

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MJ will complete the 65% Design Development submission within eight (8) weeks of written authorization to proceed and provide the Final Bid Documents within four (4) weeks of receipt of the Town's comments on the 65% Design Development Documents.

#### **FEE**

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MJ proposes to complete the above-listed services for the following Lump Sum Fees:

Task 1 Design Phase Services:	\$48,600
Task 2 Bid Phase Services:	\$2,000
<u>Task 3 Construction Phase Services:</u>	<u>\$11,200</u>

Total Lump Sum Fee \$61,800

MJ will invoice the Town on a monthly basis based upon the percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.



Mr. Daniel J. Clemens  
June 10, 2022  
Page 4 of 4

#### **SUMMARY**

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We appreciate the continued opportunity to propose on the work for the Town. In the event there are any questions concerning our suggested approach and scope of services, please do not hesitate to contact Chris Dooley directly at (518) 371-0799 or [cdooley@mjels.com](mailto:cdooley@mjels.com).

Sincerely,

Michael D. Panichelli, P.E.  
President



Albany Office  
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203  
P: 518.382.1774

June 13, 2022

Philip C. Barrett, Supervisor  
Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065

**Re: Town of Clifton Park  
Mohawk Valley Grange Renovation/Restoration  
Engineering Services Proposal**

Dear Supervisor Barrett :

We are pleased to submit this Proposal to provide Professional Engineering Services for the evaluation, design and preparation of bid documents for interior and exterior renovation/restoration of the Mohawk Valley Grange (Grange) located at 274 Sugar Hill Road in Rexford. As you may recall, PRIME AE (fka JME) had previously performed a building condition assessment, resulting in an Engineering Report dated revised August 2007. The basis for the assessment at that time was to determine the improvements necessary for the Town to be able to use the building for public meeting space, and we understand that the same purpose is to be used as the basis for this proposal. The following are recommendations from that report, which have been updated based on our field visit to the site with Dan Clemens on May 25, 2022. A conceptual Site Plan and interior floor plan drawings are enclosed at the end of this proposal for reference.

In general, the Grange appears to be structurally sound, which is in part due to the metal roof installation project that PRIME AE designed and was completed in 2009. However, there are necessary improvements required to bring the building back into service, as a place of public assembly under current code. We are basing our proposal on the following recommendations:

#### Environmental Testing

- Spot lead and asbestos testing should be completed prior to renovation work. Areas of initial concern would be the existing furnace and ductwork, window glazing and caulking and plaster. Any necessary abatement must be completed prior to construction. We have included the cost to coordinate this work in our proposal, however, the work would need to be performed by a third party hired by the Town.

#### Interior Considerations

- Replace and upgrade existing building electrical service. New electrical service should be sized to accommodate a future air conditioning system.
- Install new fire protection system to include emergency exit signs and lighting.
- Replace heating system, including installation of new furnace and ductwork.
- Install new ADA compliant restrooms in meeting room area, including all associated doors, walls partitions, plumbing, fixtures and accessories that will be accessible by the handicapped. Depending on the expected occupancy, one unisex restroom may be allowed. However, if occupancy exceeds 50 persons, multiple restrooms will be necessary.
- Remove paneling in great room, repair plaster where necessary and paint.
- Repair turnbuckle and plaster in great room. More evaluation of this area is needed to determine the extent of structural repairs.



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[www.primeeng.com](http://www.primeeng.com)

### Exterior Considerations

- Install gutters on building to limit water damage to building foundations.
- Replace vinyl siding with new wood siding to historically match building siding as close as possible.
- Repair and replace fascia around entire building.
- Paint trim work.
- The field stone foundation will require repairs in locations where holes have developed.
- As location of existing septic is unknown and condition is not expected to be adequate for reuse, install new septic tank and leach field designed for proposed use.
- Test well pump capacity (located in basement) and have quality testing performed. Lab test costs to be paid for by Town.

### Parking

- Parking is a crucial component to making the Grange accessible to the public, however, with the current configuration of the parcel, there appears to be little Town-owned property available for the required number of parking spaces. Alternative options for parking include:
  - 1) Parking at the Grooms Tavern parking a lot and installing a sidewalk between the buildings.
  - 2) Purchasing adjacent land to develop into parking space.
  - 3) Purchasing land across the street to develop into parking space.

The requested services have been broken down into the tasks below as per the RFP:

#### **A. Base Services**

##### **1. Construction Documents**

- a. Prepare construction documents for the project scope as outline above including drawings and specification such that the project can be competitively bid. The site plans will include the following:
  - Existing conditions plan
  - Removals and demolition plan
  - Site/layout plan
  - Construction plan
  - Details
- b. Prepare the project manual and the technical specifications for the project.
- c. Draft plans and project manual shall be provided to the Town of Clifton Park for review and comment. Once comments have been received and incorporated, final construction documents will be provided

##### **2. Bid Assistance**

- a. Prepare Advertisement for Bids for Town Clerk to post.
- b. Respond to RFIs – Field questions from bidders.
- c. Issue Addenda – If questions warrant official responses, then prepare addenda accordingly.
- d. Attend Pre-bid Meeting – Meet on site with Bidders and Town representatives to review the project scope.
- e. Attend Bid Opening – Assist Town at bid opening to read and log-in bids, organize bids, and tabulate.



- f. Make Recommendation of Award – Review apparent low bidders' qualifications, references, bid submission, math, and accompanying documents. Based on review, prepare letter of recommendation for the lowest responsible bidder for each contract.
3. Construction Administration
- a. Conduct a Pre-construction Meeting and review of contractors' schedule of values and construction schedule.
  - b. Respond to RFIs for civil/site elements of the project.
  - c. Review contractor shop drawings and submittals for civil/site elements of the project.
  - d. Assist in the interpretation of contract documents for civil/site elements of the project.
  - e. Assist in review of change orders for civil/site elements of the project.
  - f. Review Contractors' AFPs and Recommend Payment.
  - g. Provide Part-time Field Representative, as needed (120 hours have been estimated for the purpose of this proposal). As per the RFP, the Town Building Department will be conducting all required inspections.
  - h. Coordinate Substantial Completion Walkthrough and Issue Punchlist.
  - i. Provide certification letter that the project was constructed in accordance with the approved plans and specifications.

**B. Fee**

We propose to complete the above scope of work for a lump sum fee not to exceed the figures in the following table, to be billed monthly on a percentage complete basis. **We are fully open to discussing any proposed changes to the scope we have proposed and can adjust the engineering fees accordingly.**

Task	Fee
Environmental Testing coordination	\$ 1,500
Interior Design, Plans & Specs	\$24,700
Exterior Design, Plans & Specs	\$15,200
Bid Phase Services	\$ 3,400
Construction Engineering	\$ 5,250
Construction Inspection	\$14,750
<b>Total:</b>	<b>\$64,800</b>

**C. Exceptions and Limitations**

The following items are not included in our scope and fee:

- 1. Environmental Testing to be performed by others.
- 2. Abatement design, if testing results are positive for lead, asbestos or other materials is not included.
- 3. Property boundary survey, if required, to be performed by others.
- 4. Well water testing to be performed by others.
- 5. Parking lot design on a parcel other than the Grange property is not included.
- 6. Preparation of funding application(s) are not included in this proposal, however, they can be performed under an amendment agreed to by both parties.



**D. Additional Services**

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

**E. Access to Client Facilities.**

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

**F. Terms & Conditions**

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

If you have any questions, please feel free to contact me.

Sincerely,

**KB Group of NY, Inc. dba PRIME AE Group of NY**

*Douglas P Cole*

Douglas P. Cole, P.E.  
Senior Director of Engineering

cc: Dan Clemens

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF CLIFTON PARK:

\_\_\_\_\_  
Philip C. Barrett, Town Supervisor; Date

AGREED TO BY KB GROUP OF NY, INC.  
DBA PRIME AE GROUP OF NY:

*Mark J. Bughenic* 06/09/2022  
Mark J. Bughenic, P.E. – Vice President; Date





**PRIME AE Group, Inc.**  
**Standard Terms & Conditions**

**1. General.** These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

**2. Performance of Services.** PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

**3. Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

**4. Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

**5. Compensation.** Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees. In the event PRIME AE employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein. Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by PRIME AE.

**6. Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client





**PRIME AE Group, Inc.  
Standard Terms & Conditions**

reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

**7. Confidentiality.** PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

**8. Ownership of Documents.** All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's

fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

**9. Suspension of Services and Termination.** Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

**10. Force Majeure.** Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain





**PRIME AE Group, Inc.  
Standard Terms & Conditions**

materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

**11. Mutual Waiver of Consequential Damages.**

Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

**12. Services During Construction.** If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by

others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

**13. Certifications.** PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

**14. Reliance.** PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

**15. Opinion of Probable Costs.** When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of





**PRIME AE Group, Inc.**  
**Standard Terms & Conditions**

operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

**16. Limitation of Liability.** Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of \$50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

**17. Dispute Resolution.** If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after

the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**18. Precedence.** These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

**19. Severability.** If any of these standard terms & conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

**20. Survival.** These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

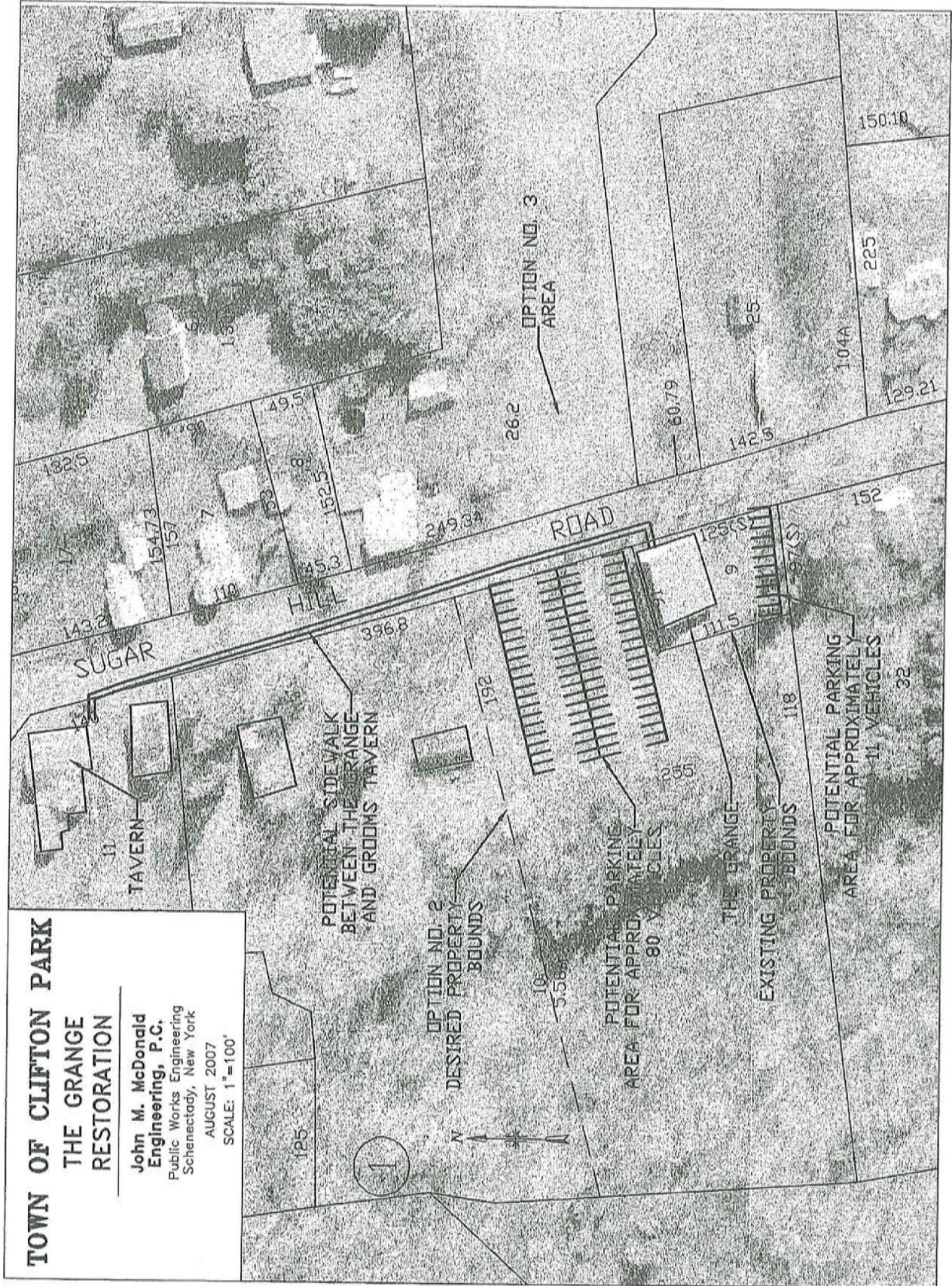
**21. Governing Law.** The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

**22. Assignment.** No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

# TOWN OF CLIFTON PARK THE GRANGE RESTORATION

John M. McDonald  
Engineering, P.C.  
Public Works Engineering  
Schenectady, New York

AUGUST 2007  
SCALE: 1"=100'



**TOWN OF CLIFTON PARK  
THE GRANGE  
RESTORATION**

**John M. McDonald  
Engineering, P.C.**  
Public Works Engineering  
Schenectady, New York

JUNE 2007

NOTE:  
TAX MAP OBTAINED FROM THE TOWN OF  
CLIFTON PARK, SARATOGA COUNTY TAX MAP,  
DATED MARCH 1, 2004, AS OBTAINED FROM  
THE REAL PROPERTY TAX SERVICE.

BUILDING LOCATION IS APPROXIMATE.  
A FINAL SURVEY OF THE PROPERTY  
IS NECESSARY TO DETERMINE THE EXACT  
LOCATION OF THE BUILDING, SEPTIC AND  
WELL LOCATIONS.

**THE GRANGE SITE PLAN**



111.5

ASSUMED LOCATION OF  
SEPTIC SYSTEM

30' +/-

91

ASPHALT SALVAGE ROOF  
(POOR CONDITION)  
RIDGE  
ASPHALT SHINGLES  
METAL ROOF  
(POOR CONDITION)

125(S)

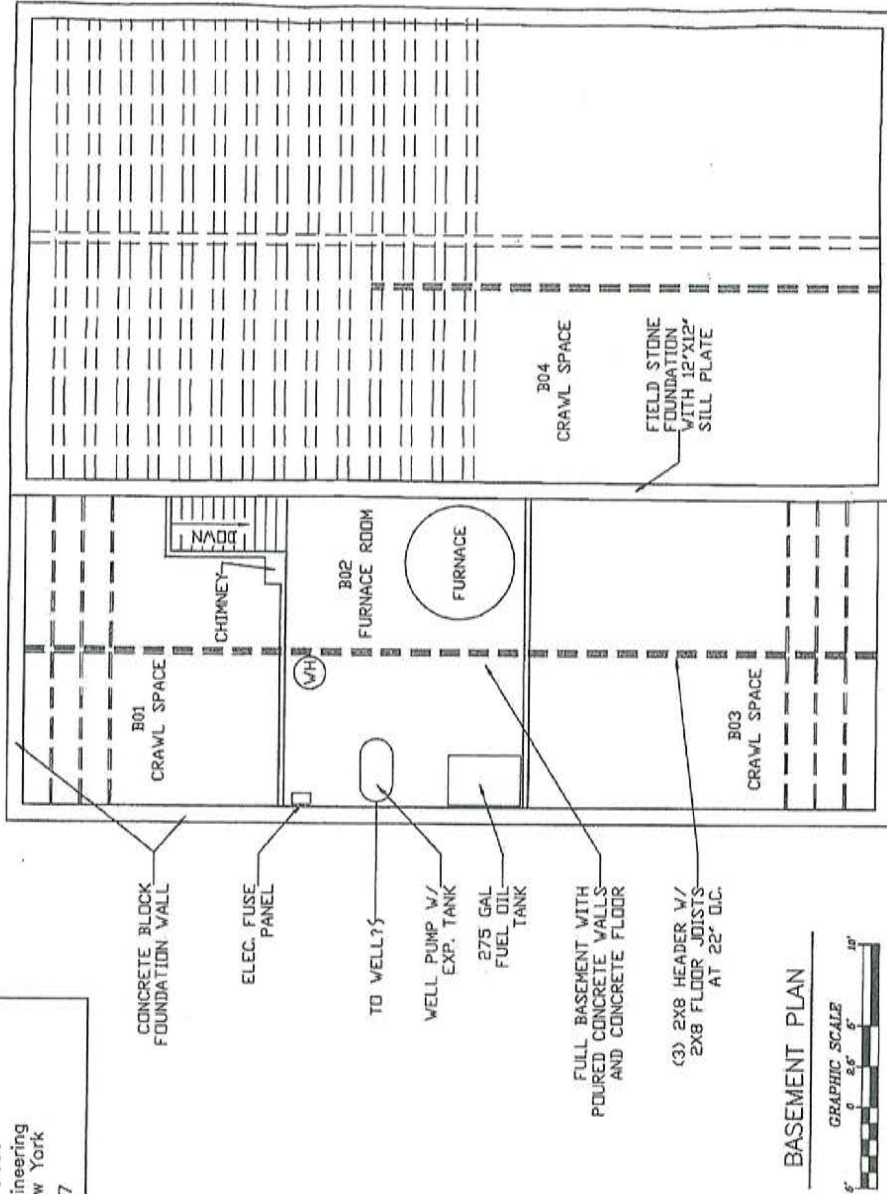
97(S)

SUGARHILL ROAD

**TOWN OF CLIFTON PARK  
THE GRANGE  
RESTORATION**

**John M. McDonald  
Engineering, P.C.**  
Public Works Engineering  
Schenectady, New York

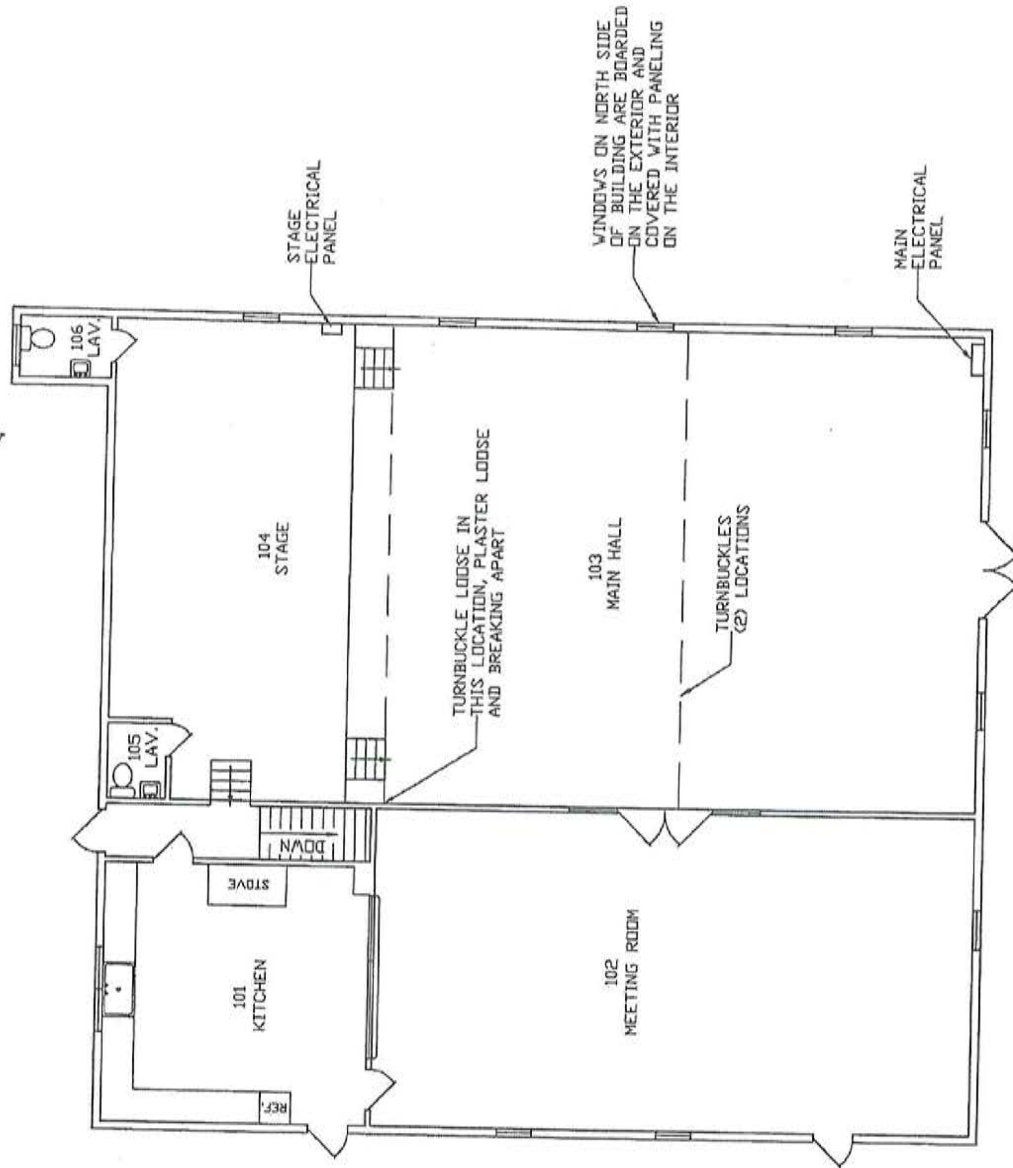
JUNE 2007



**TOWN OF CLIFTON PARK  
THE GRANGE  
RESTORATION**

**John M. McDonald  
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JUNE 2007



FIRST FLOOR PLAN



**RESOLUTION**  
**#13**

Resolution No. \_\_\_\_\_ of 2023, a resolution adopting a local law amending Chapter 99 of the Town Code relative to the installation of lock box entry systems for emergency services in multiple dwelling residential buildings without 24/7 access.

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

WHEREAS, Chapter 99 of the Town Code provides for key lock box systems for the use of the Town's various fire companies to access multiple family residential apartments in emergency circumstances, in cases where there is no 24-hour staffing to provide such access, and

WHEREAS, on January 9, 2023, the Town Board held a public hearing on a proposal to update the chapter by requiring the installation of Supra Max lock box entry systems in these same multiple dwelling residential buildings, for the use of emergency medical service companies throughout the Town, for the same purposes, and

WHEREAS, the proposal includes an effective date of June 30, 2023 for the installation of these lock box entry systems; now, therefore, be it

RESOLVED that Local Law No. \_\_\_\_\_ of 2023, a local law amending Chapter 99 of the Town Code, as attached, is hereby adopted, effective June 30, 2023.

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

# Chapter 99

## Emergency Access Systems

**[HISTORY: Adopted by the Town Board of the Town of Clifton Park 3-19-2007 by L.L. No. 2-2007. Amendments noted where applicable.]**

### GENERAL REFERENCES

Alarm systems — See Ch. 57.

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#### § 99-1 Title.

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

#### § 99-2 Intent.

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

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

#### KEY BOX DOCUMENT VAULT

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

#### SUPRA MAX KEY BOX

The Supra Max lock box system is a high security key vault system, type approved by the Clifton Park Bureau of Fire Prevention to provide secure access to residences within multiple dwelling residential structures. Lock box system can enable timely Emergency access to residential dwellings in cases where Apartments, condominiums and other multi-family residential units utilize securitized common access areas.

#### § 99-4 Applicability.

This chapter shall apply as follows:

- A. All buildings located within the Town of Clifton Park having an automatic fire alarm system or a fire

sprinkler system shall be equipped with a key box or key box document vault.

- B. Any building having three or more false alarms within a six-month period shall be equipped with a key box or key box document vault.

**§ 99-5 Exceptions.**

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

**§ 99-6 Installation requirements.**

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

§99-7 Emergency Access to Residential facilities.

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

**§ 99-7 Time for compliance.**

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