


# TOWN OF CLIFTON PARK TOWN BOARD MEETING

July 3, 2023

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

 ONLINE BOARD MEETINGS

- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
  - **Resolutions for Consideration**
  - **Other Business**

## VII. **Open Public Privilege**

### NOTE:

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

## VIII. **Adjournment**

Resolutions for Consideration  
Clifton Park Town Board Meeting  
July 3, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Authorize amendment to Chapter 176 of the Town Code relating to street opening and excavation permits issued by the Highway Department	P. Barrett
2. Buildings & Grounds	Authorize purchase of an aerating fountain with light at the Trevor Court Pond of the Riverview Park District	P. Barrett
3. Buildings & Grounds	Authorizing a change order for auger/hole drilling for the new playground installation at Castle Park/Kids' Corner Playground at the Clifton Common	P. Barrett
4. Buildings & Grounds	Accept a quote from Capital Surface Maintenance for sealcoating the multi-use trail along Van Patten Drive	P. Barrett
5. Buildings & Grounds	Award the bid for the Veteran's Memorial Enhancements to Gallo Construction	P. Barrett
6. Buildings & Grounds	Award the bid for reconstruction of the trail between Miller Road and Wallflower Drive to Carver Construction	P. Barrett
7. Legal	Authorize permanent appointment of Cindy Zlogar as Confidential Secretary to the Town Attorney	T.McCarthy
8. Parks & Recreation	Authorize the hiring of water safety instructors and additional lifeguards for the 2023 summer season at the Town pools	A.Reid & L.Walowit
9. Senior Center	Authorize budget increase in revenues and expenditures for the Clifton Park Senior Community Center General Fund for trips/tours	P. Barrett

10. Planning

Authorize State Master Agreement for the TAP/CMAQ federal funding award for the Clifton Country Road Corridor Pedestrian and Bike Improvement Project

P. Barrett

**RESOLUTION**  
**#1**

Resolution No. \_\_\_\_\_ of 2023, a resolution adopting a local law amending Chapter 176 of the Town Code relative to street opening or excavation permits issues by the Highway Department.

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

WHEREAS, chapter 176 of the Town code, enacted through Local Law # 6 of 2012, sets forth a procedure for the issuance of Street Opening Permits for authorized utilities, communications companies, and entities to excavate Town owned streets and roads for the purpose of laying pipe, conduit, fiber and related infrastructure for purposes consistent with the public good, and

WHEREAS, on June 20, 2023, the Town Board held a public hearing on a proposal to amend Chapter 176 of the Town Code to require adequate record keeping, establish reasonable deadlines for the disposition on applications for such permits, update the Town's fee schedule for such applications and require all sums to be adequately accounted for and deposited with the Receiver of Taxes and Assessments, and

WHEREAS, the Town Board wishes to adopt codes and policies for the efficient and fair review of applications for street openings and excavations, so that applicants with a business purpose to provide services to residents, businesses and other users within the Town, are treated fairly by the Highway Department, with reporting to the Comptroller's office, Town Board and Receiver of Taxes so that auditable records are guaranteed and retained; now, therefore, be it

RESOLVED, that Local Law No \_\_\_\_\_, a Local Law amending Chapter 176 of the Town Code, attached, is hereby adopted; and be it further

RESOLVED, that the fee schedule for street opening and cutting or excavating on Town roads, contained in Schedule A, attached, is hereby adopted; and be it further

RESOLVED, that the Highway Superintendent and Deputy Superintendent are directed to cooperate fully.

# SCHEDULE A

## Town of Clifton Park Proposed Highway Permit Fee Schedule

Certified check guaranteeing return of the street surface to present condition:

Partial Road Cut	\$1,000
Full Road Cut	\$2000
Excavation w/in Town ROW	\$315.00 first 25 feet ; \$00.20 per foot for additional footage
Over width/weight	\$150

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

## Article II Street Opening Permits

[Adopted 3-12-2012 by L.L. No. 6-2012]

### § 176-3 Permits required; fee; transferability. Applicability, procedure, permits

A This Section applies to all utilities, communication and transportation companies and contractors wishing to excavate, cut or perform construction activities within Town Roads, Streets, Highways or Right-of-Way for the purpose of laying pipe, conduit, or other infrastructure within the Town right of Way.

- A. No person, other than a duly authorized Town officer or employee, shall make any openings or remove any pavements or paved trails in any street, avenue, alley, curb or public place in the Town of Clifton Park without a permit from the Superintendent of the Highway Department.
- B. The fee for a permit shall be [~~\$150,~~] established by resolution of the Town Board, as updated from time to time, and made payable to the Clifton Park Highway Department.
- C. Permits issued hereunder shall not be transferable.
- D. All permit fees shall be forwarded to the Receiver of Taxes and Assessments, along with the name and address and affiliation of the applicant, total amount of the permit fee remitted and the basis for its calculation.
- E. Deposits/Security

(1) Any amounts held or collected as a deposit or security for the purpose of ensuring restoration to the standards outlined in the permit application shall be accounted for and submitted to the Receiver of taxes

(2) Upon documentation provided that demonstrates that the restoration of the pavement, Right of Way, and any other condition for which a deposit or security is held has been satisfactorily completed, The Superintendent of Highways shall submit a voucher to the receiver of taxes who shall process refunds in accordance with the documentation provided.

### § 176-4 Public notification of street closing.

- A. Whenever a street or a portion of a street is to be closed to traffic or parking is to be prohibited for eight or more hours on one day or over a period of several days, the Superintendent may require, as a condition of the issuance of a permit under § 176-5, a program of public notification which may include the following:
  - (1) Notification of scheduled work in the public service section of a local newspaper of general circulation in advance of the commencement of such work.
  - (2) Direct contact with residents on affected street through circular or leaflet.

(3) Posting of scheduled work on the Town's website [as appropriate.]

(4) Signage at the work site.

B. Notification should include expected date and time of commencement and completion of work, hours that the street shall be closed to traffic, the date and times temporary parking restrictions will be in effect and the availability of alternate routes, if applicable.

#### § 176-5 Application for permits.

A. Application for a permit shall be made to the Superintendent of the Highway Department on the attached [provided] forms, which shall describe the location, number, purpose and [size] specific dimensions of the openings to be made, the kind of pavement or paved trail to be removed, the time when such openings are desired and the [length of time] duration, in days, that the openings will remain open, together with such other information regarding the work as the Superintendent of the Highway Department may require. Applications for permits shall expire in 90 days.

B. Emergency procedure. In cases of a service emergency, permit applications can be faxed or delivered to the Superintendent of the Highway Department within 24 hours after a pavement opening, or the next business day.

#### 176-6 Records

The Highway Superintendent shall keep and maintain complete and accurate records of all applications for permits received by the Highway Department, including

A. Copies of all permit applications, with a date stamp or other permanent record of the date of receipt. Such records shall be kept by year and name of the applicant.

B. The disposition of each application, whether a permit was issued for each such application, the date of issuance, and the date that the work site was restored or otherwise closed.

C. The permit fees collected and transmitted to the receiver of taxes

D. Complete and accurate information on the receipt, and disposition, of any funds, or any other thing of value collected or held for security or for the purpose of ensuring that the worksite restoration is accomplished satisfactorily.

E. All such records shall be maintained for 5 years, on an annual basis.

#### 176-7 Report to Town Board

A. The Superintendent shall provide an annual report to the Town Board, on or before ----- detailing the Number of all applications received, and the amount of fees and security collected as well as the date of application and the date of response, including a statement as to whether each application was granted, denied or otherwise processed. The report shall also detail any applications for which restoration work was incomplete, or resulted in any damage to property, the steps taken by the Department to require completion or to remedy such damage, as well as the applicant's response.

#### § 176-6 Insurance.

Before a permit is granted, the applicant shall provide a certificate of insurance of a duly authorized

insurance company, in the sum of \$1,000,000 designating the Town as a named insured and evincing coverage to indemnify and save harmless the Town of Clifton Park from all loss, damage, cost and liability whatever which the Town may sustain or incur by any reason arising out of the work performed or to be performed.

**§ 176-7 Closing and repavement.**

The closing and repavement shall thereafter be performed in a consistent with specifications published by the Superintendent of Highway Department. The Superintendent shall be notified when repavement operation is complete, and an opportunity for inspection provided.

**§ 176-8 Maintenance; subsequent repairs.**

- A. A person authorized to open a street or paved trail pursuant to the provisions [hereof (the permittee)] of this chapter shall have a continuing duty to keep such area free from settlement or other defects caused by said openings for a period of one year following restoration and shall, when necessary, repair and restore such area [to a condition satisfactory to the Highway Department.] to the pre-excavation condition consistent with the Methods and supplemental conditions provided in the permit application.
- B. If a permittee fails to properly repair any pavement openings [as directed], after written notice thereof from the Highway Department, the Highway Department shall have such repairs made, which shall be charged against the permittee.
- C. Nothing contained herein, however, shall prevent or preclude the Highway Department from taking whatever steps may be necessary, with or without notice, when emergency or otherwise dangerous conditions exist.
- D. [In cases where pavement was removed or opened for the purpose of providing an infrastructure connection to any building or real property, and the permittee has failed to properly repair pavement openings as directed, the owner of the property for whom the pavement was removed shall ensure that pavement be restored or repaired consistent with this article. ]
- E. Failure to properly restore pavement openings: [ shall be grounds for the withholding of additional permits under this chapter.]
  - (1) If, in the judgment of the Highway Superintendent, an applicant has failed to properly restore a pavement cut or street opening pursuant to a permit issued under this chapter, or has failed to make application for same under this chapter, The Highway Superintendent shall provide the applicant with a detailed notice of any defects or damage to property, with a copy to the Town Supervisor, and provide a reasonable opportunity for the applicant to remedy such defects or to remediate any damage outstanding.

**§ 176-9 Fee exemption.**

Permits shall be required for street openings by or on behalf of the Clifton Park Water Authority, and for Town sewer operations and for private contractors operating in connection therewith; however, no permit application fee shall be charged.

**[§ 176-10 Promulgation of rules and regulations.**

The Superintendent of the Highway Department is hereby authorized to promulgate and amend a fee schedule and additional rules, regulations and specifications necessary to supplement and effectuate the purpose and intent of this article.]

176-11.

Permits, for Residential Driveways, Culvert Installation, or the installation of lateral lines for individual service for water, sewer or utilities or communications facilities:

- A No person, other than a duly authorized Town officer or employee, shall make any openings or remove any pavements or paved trails in any street, avenue, alley, curb or public place in the Town of Clifton Park without a permit from the Superintendent of the Highway Department.
- B Residential Driveway or Culvert Installation permits shall be issued by the Highway Department without fee.
- C The Highway Superintendent shall keep and maintain records for all individual permits for Driveways, culverts or other installations for individual properties within the Town, including:
  - D. The date each application was received by the Department, the date of the disposition of each such application, and permits issued, or denied, including all drawings, sketches, and descriptions of the work requested and any necessary restorations to the public roads, right of Way or property.
  - E. If the Highway department does not make a determination to grant, modify or deny and such application within 30 days, a written explanation for the determination shall be maintained by the Department.
  - F. All such records shall be maintained for 6 years, on an annual basis.

**RESOLUTION**  
**#2**

Resolution No. \_\_\_\_\_ of 2023, a resolution awarding a contract for purchase of a new aerating fountain with light at the Trevor Court Pond in the Riverview Park District.

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

WHEREAS, a lighted fountain circulating water throughout the stormwater retention pond at Trevor Court has ceased operating and needs replacement, and

WHEREAS, the Supervisor directed the Buildings and Grounds Department to obtain quotes to replace the fountain and assume responsibility for utility connections for the fountain, pump and lights, and

WHEREAS, Dan Clemens, Director of Buildings, Parks and Recreation, has reviewed the proposals submitted for the purchase of the fountain and recommends that Empire Water Gardens, LLC, of Clifton Park, as lowest qualified bidder, be selected to supply the fountain, in an amount not to exceed \$3,485, and

WHEREAS, Mark Heggen, Town Comptroller, has submitted an annual electricity estimate of \$1,600 to operate the fountain; now therefore be it

RESOLVED, that the bid to purchase a new aerating fountain with light for the Trevor Court pond in the Riverview Park District is hereby awarded to Empire Water Gardens, LLC with funds not to exceed \$5,085, which includes the annual cost for electricity to operate the fountain, to be paid from A-08510-00005 (General Fund-Community Beautification-Utilities).



# turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06083

# QUOTE

Prepared For: Danial J. Clemens  
Town of Clifton Park, NY

Project: 1/2 HP Otterbine w/ LED lights  
Quote #: CliftonPark52223-01  
Quoted Date: 05/22/23  
Prepared By: Erick Holm  
eholm@turfproductscorp.com

Product Number	Description	Qty	U/M	Unit Price	Extended
<b><u>Otterbine Small Pond Fountain w/ LED Lights</u></b>					
OTT-04-0011-115	FRAC DELUXE, 1.2HP 115V	1	EA	\$ 3,149.48	\$ 3,149.48
OTT-GP3999	OTB CABLE 12/3 LIGHT/INS T FOUNT.	100	EA	\$ 3.52	\$ 352.00
OTT-34-0011	OTB 16/2 LED & WIND CONTROL	100	EA	\$ 1.22	\$ 122.00
SubTotal:					\$ 3,623.48
<i>Lump Sum Package Discount:</i>					
Total:					\$ 3,623.48
State Sales Tax:					Not Included
<b>TOTAL PRICE:</b>					<b>\$ 3,623.48</b>

**Notes:**

- PVC Pipe, HDPE Pipe and Wire pricing is only valid for 7 days from Quote Date and will be adjusted for market conditions at time of order. All other pricing is valid for 30 days.
- This quote is for the listed items only. Every attempt has been made to verify the inclusion of all materials required to complete the project, but it is recommended to budget for miscellaneous materials that may be required.
- Discounted pricing may be contingent on purchase of the complete material package. Turf Products reserves the right not to honor discounted prices if the material quantities are reduced by the buyer.



# Empire Water Gardens LLC

518.837.6637 | info@empirewatergardens.com | http://empirewatergardens.com/

**RECIPIENT:**

**Town of Clifton Park**  
 1 Town Hall Plaza  
 Clifton Park, New York 12065  
 Phone: 5183716651

<b>Quote #15</b>	
Sent on	May 22, 2023
<b>Total</b>	<b>\$3,484.97</b>

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
652805	Airmax EcoSeries Fountain w/ 3 Patterns, Control Panel & No Cord (1/2 HP)	1	\$1,850.00	\$1,850.00
651378	Airmax EcoSeries Fountain Power Cord, 16/3, Underwater Disconnect, 100'	1	\$349.99	\$349.99
652734	Airmax RGBW LED 4 Light Set No Cord	1	\$1,399.99	\$1,399.99
652646	Airmax LED Light Cord 100' 16/3 w/ Disconnect	1	\$349.99	\$349.99
651052	Airmax Fountain Mooring Kit 150'	1	\$149.99	\$149.99

This quote is valid for the next 30 days, after which values may be subject to change.

<b>Subtotal</b>	\$4,099.96
Discount (15.0%)	- \$614.99
<b>Total</b>	<b>\$3,484.97</b>

**Dan Clemens**

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**From:** jen@saratogasensory.com  
**Sent:** Tuesday, June 13, 2023 3:35 PM  
**To:** Dan Clemens  
**Subject:** Re: Fountain

The park district has never wished to pay for anything related to that fountain as it is not openly accessible to the residents of the park district to use and enjoy.

Jen

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**From:** Dan Clemens <DClemens@cliftonpark.org>  
**Sent:** Tuesday, June 13, 2023 3:05 PM  
**To:** jen@saratogasensory.com <jen@saratogasensory.com>  
**Subject:** Fountain

Jen,

Trevor Court fountain. We have spoken on the phone previously, does the Riverview Park District wish to pay for a replacement fountain? Please advise.

Thanks, Dan

**Daniel J. Clemens**  
Director of Buildings, Parks and Recreation  
Town of Clifton Park, NY  
Cell: 518-281-5065  
Office: 518-371-6651 ext. 248  
dclemens@cliftonpark.org

**Dan Clemens**

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**From:** Mark Heggen  
**Sent:** Tuesday, June 13, 2023 3:21 PM  
**To:** Dan Clemens  
**Cc:** Regan, Cardona  
**Subject:** RE: fountain

Dan,

Should probably have a resolution approved by the Town Board. The costs have been charged to the Riverview Park District in the past and since they no longer want to support it then it would have to be a General Fund expense. My guess is that we would charge the 8510 lines. If the electric is going to be utilized then would need to account for the utility charge. Last year the approximate utility charge for the fountain was \$1,600, which should also be included in the resolution.

Mark

**Mark E. Heggen, CPA**  
Town Comptroller  
Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065

Telephone – 518-371-6651  
Fax – 518-371-1136

[mheggen@cliftonpark.org](mailto:mheggen@cliftonpark.org)

# Town of Clifton Park

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



## MEMORANDUM

TO: Marv LeRoy, Supervisor  
Mike Shahan, Town Administrator  
Mike Handerhan, Parks & Rec. Supervisor

FROM: Kathy Simmonds *Kathy*

DATE: September 19, 1997

RE: Crescent Point West Ponds

Enclosed is correspondence received from Bob Walsh of Charlew Construction. They would like to install the fountain in the pond along Jamison Drive as discussed in 1993. I have reviewed our files regarding the pond and find that on August 17, 1993 Dale Kelley, Mike H., John Dworak, George Martin, Doug Connor and I met with Bob to discuss this issue. The result of that meeting was that all agreed that the fountain was acceptable.

In Fall 1996, the Town accepted the open space areas at Crescent Point West so that the Water Authority could install its new main from the Vischer Ferry Preserve to the Boyack Road treatment plant.

Based on a complaint filed at the Attorney General's office by a resident of Crescent Point West, Charlew is willing to install the fountain as proposed provided the Town will be responsible for the electric bill and fountain maintenance.

Please advise on how you would like to proceed and what action will be required from the Town Board, if any, should we decide to have the fountain installed.

Thank you.

cc. Paul Pelagalli  
Jim Trainor

# Town of Clifton Park

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



October 1, 1997

Robert E. Walsh, Director of Land Acquisition and Development  
Charlew Builder, Developer  
1370 Duanesburg Road  
Schenectady, New York 12306

**RE: Pond at Crescent Point West**

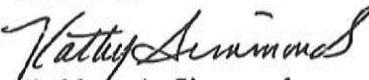
Dear Bob:

I have reviewed the information you submitted on August 21, 1997 with the Town Attorneys and Town Administrator regarding the installation of the fountain in the pond. The Town agrees to the installation of the fountain provided that Charlew will maintain and operate the fountain until the final C.O. is issued for Crescent Point West. When the final C.O. is issued, the town will be responsible for the electric bill and maintenance as necessary. In the meantime, please provide us with information on the type of fountain being installed and the anticipated operating costs.

With regard to the swans, it is my understanding from our conversation yesterday, that the swans require someone to feed them every day and are not able to winter here. At such time as the Town accepts the fountain, we will not be able to accept maintenance of the swans. There is no staff to provide for their ongoing care and the plane ticket to Florida each winter is cost prohibitive!

Please let me know if you need anything further.

Sincerely,

  
Kathleen A. Simmonds  
Director

cc. M. LeRoy  
M. Shahan  
M. Handerhan  
P. Pelagalli  
J. Trainor



1370 DUANESBURG RD.  
SCHENECTADY, N.Y. 12306  
(518) 355-7083  
(518) 355-6991 Fax

September 30, 1996

Dear Ms. Tracy Nash,

I have formulated this response to your letters regarding a fountain in the man-made pond at Crescent Point, and apologize for not having done so sooner. Charlew Builders intentions have been honorable and should be viewed as such. There has been more than meets the eye relative to this issue. The original plan for improvements surrounding the pond incorporated an exercise trail which was opposed by the homeowners of the Meadows at that time and abandoned. The fountain would then have been a feature enjoyed by all Crescent Point residents and not merely those who live directly adjacent to it.

Since the decision to eliminate the walking trail, Charlew has invested in the main entrance to the community for all to enjoy. This was incorporated at no requirement other than that of Charlew Builders for the benefit of all residents. This mutually beneficial plan was incorporated solely at the expense of Charlew Builders.

The common lands in the community, including the pond, have been turned over to the town of Clinton Park at this point. This basically means the town will be responsible for the maintenance of these areas. Obviously Charlew has a significant ongoing interest in these areas and will continue to be involved with them in the future along with the residents.

I sincerely hope to have communicated issues you may not have been aware of, in defense of Charlew's position pertaining to the concerns you raise. Charlew Builders future plans will attempt to secure our mutual investment based upon specific priorities we are certain you will ultimately agree with. Please feel free to call me directly with any future concerns you may have.

Sincerely,

James J. Polito  
Vice President  
Charlew Construction Co., Inc.

August 21, 1996

Mr. Lawrence Lewandowski, President  
Charlew Construction Co. Inc.  
1370 Duanesburg Rd.  
Schenectady, NY 12306

Dear Mr. Lewandowski;

As residents of Crescent Point West in Clifton Park, we are making yet another plea for the completion of the unfinished pond. We did not receive a response to our last letter written in May, requesting once again that the lighted fountain be installed as promised over two years ago.

It is unfair and unprofessional that we have been forced to endure the mosquito infested breeding ground that Charlew calls a man-made pond. The murky brown water and stagnant smell are less than desirable for this pleasant community. The pond is an eyesore that requires immediate attention as guaranteed to us in July of 1994.

Your prompt assistance would be greatly appreciated.

Sincerely,

Residents of Crescent Point West

Enclosures

cc: Mr. Kenneth M. Raymond Jr.  
Coldwell Banker  
Broker/Owner  
Albany, NY

Town of Clifton Park  
Building Inspector  
Clifton Park, NY

Rose DiPalma  
3 Treva Ct.  
Clifton Park, NY 12065

Ann Myoff, Cindy Myoff  
11 Trevor Court  
Clifton Park, NY 12065

Mr & Mrs. Michael Borden  
9 Trevor Court

Eric & Tracy Nash  
17 Jamison Drive

Scott & Lannie Kubas  
21 JAMISON DR.

Ike Mehter  
15 TREVOR COURT

May 23, 1996

Charlew Builder, Developer  
RD, Box 437A  
Schenectady, NY 12306

To whom it may concern:

As residents of Crescent Point West we feel it is time to once again address the issue of the unfinished pond.

As promised over two years ago, when most of us we're purchasing our properties, we believed we would have a pond with a lighted fountain. Our first attempt to address this situation proved unsuccessful with an empty promise, as can be noted in the attached letter. We are hoping that this project will be completed promptly before we are faced with another season of stagnant and mosquito infested water.

Please take note that we do want to thank you for returning the swans. They were missed by all over the winter months.

We appreciate your timely attention to this matter.

Sincerely,

Residents of Crescent Point West

Mr. + Mrs. Michael Borden  
9 Trevor Court

Mr & Mrs Kenneth McKittrick  
15 Trevor Court

Scott + Laurie Kerkus  
21 Jamison Dr.

Eric & Tracy Nash  
17 Jamison Drive

Jan + Annie Bell  
15 Jamison Drive



RD 5 - BOX 437A  
SCHENECTADY, N.Y. 12306  
(518) 355-7083

July 1, 1994

Dear Homeowner:

It has come to Charlew's attention that questions have been raised with regard to the status of the man-made pond.

Charlew has retained a contractor to finish the completion of the man-made pond as well as install the lighted fountain. We anticipate that this work shall be completed in the next several weeks.

Unfortunately, when the original pond was installed we found that it fell short of Charlew's expectations. The contractor has reviewed the pond's condition with Charlew and we believe a pond with the amenities as represented will be functioning shortly.

A second question has arose as to the timetable to remove the construction debris from the cul de sac. Please be advised that the debris will be removed by July 18, 1994 and the area will be duly hydroseeded.

We hope this answers some of the questions raised by the Homeowners.

Have a good summer.

Very truly yours,

CHARLEW CONSTRUCTION CO., INC.

BY: 

P.S. I appreciate your concerns as evidenced in your June 9th letter and believe that Charlew has responded promptly to concerns raised by Homeowners. If any further concerns arise, do not hesitate to give us a call.

Michael and Tracey Borden  
Crescent Point  
9 Trevor Court  
Clifton Park, New York 12065

Attorney General Dennis C. Vacco  
New York State Department of Law  
Bureau of Consumer Fraud and Protection  
The Capital  
Albany, New York 12224

Dear Attorney General Vacco,

We purchased our home and lot from Charlew Builders in December of 1993. Charlew stated there would be a pond, equipped with a lighted fountain in the center, as a focal point of this new housing development. We purchased our lot based on the information provided to us by Charlew and with the expectation that the fountain would add to our property value.

To date we still do not have a fountain in the pond. We have enclosed various correspondence from the residents of Crescent Point and the developer all referring to the installation of the lighted fountain. Please note one letter from Charlew states that the neighbors did not want the fountain. As you can see from previous correspondence this is not true. We have been waiting years for the completion of this project. It has also come to our attention that Charlew does not plan to complete this project, as they have deeded the pond over to the Town of Clifton Park.

It is our understanding that the framework is already in place for the fountain. There is also a power box for it located on one of the easements. (Please see enclosed photos). The pond is stagnant and has become algae ridden without the fountain circulating the water. It has become an eyesore to everyone who views it. We are seeking completion of the fountain project. If this project cannot be completed then we would like compensation for our decrease in property value.

Please be aware that we have not retained any council for this issue. We are filing a complaint to confirm that we have a legitimate issue with Charlew Builders. Any action that you can offer us would be greatly appreciated.

Thank you.

*Michael & Tracey Borden*  
8-4-97

Michael and Tracey Borden  
cc: Nash, Kuhne, MacIntosh, Mezoff, DiPalermo

**BRIEFLY DESCRIBE YOUR COMPLAINT**

A lighted fountain should have been installed in the pond. Please see attached.

**WHAT FORM OF RELIEF ARE YOU SEEKING ? (E.G., EXCHANGE, REPAIR, MONEY BACK, ETC.)**

Completion of project or compensation for a decrease in property value.

**WHO REFERRED YOU TO THIS OFFICE ?**

**READ TO FOLLOWING BEFORE SIGNING BELOW:**

**PLEASE ATTACH TO THIS FORM PHOTOCOPIES** OF ANY PAPERS INVOLVED (CONTRACTS, WARRANTIES, BILLS RECEIVED, FRONT AND BACK OF CANCELLED CHECKS, CORRESPONDENCE, ETC.) DO NOT SEND ORIGINALS.

**NOTE:** IN ORDER TO RESOLVE YOUR COMPLAINT WE MAY SEND A COPY OF THIS FORM TO THE PERSON OR FIRM YOU ARE COMPLAINING ABOUT.

IN FILING THIS COMPLAINT, I UNDERSTAND THAT THE ATTORNEY GENERAL IS NOT MY PRIVATE ATTORNEY, BUT REPRESENTS THE PUBLIC IN ENFORCING LAWS DESIGNED TO PROTECT THE PUBLIC FROM MISLEADING OR UNLAWFUL BUSINESS PRACTICES. I ALSO UNDERSTAND THAT IF I HAVE ANY QUESTION CONCERNING MY LEGAL RIGHTS OR RESPONSIBILITIES, I SHOULD CONTACT A PRIVATE ATTORNEY. I HAVE NO OBJECTION TO THE CONTENTS OF THIS COMPLAINT BEING FORWARDED TO THE BUSINESS OR PERSON THAT COMPLAINT IS DIRECTED AGAINST. THE ABOVE COMPLAINT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

I ALSO UNDERSTAND THAT ANY FALSE STATEMENTS MADE IN THIS COMPLAINT ARE PUNISHABLE AS A CLASS A MISDEMEANOR UNDER SECTION 175.30 AND/OR SECTION 210.45 OF THE PENAL LAW.

SIGNATURE:

*Tracy Borden*

DATE:

*7-16-97*

**HAVE YOU ENCLOSED COPIES OF IMPORTANT PAPERS ?**

**RETURN TO THE ADDRESS SHOWN IN THE LETTERHEAD ON THE FRONT OF THIS FORM**



ATTORNEY GENERAL DENNIS C. VACCO  
 New York State Department of Law  
 Bureau of Consumer Fraud and Protection  
 The Capitol  
 Albany, New York 12224  
 CONSUMER HOTLINE 1-800-771-7755

# COMPLAINT FORM

RECEIVED  
 NYS Office of the Attorney General

AUG 06 1997

**Instructions for filing a complaint:**

1. Please be sure to complain to the company or individual before filing a complaint with us.
2. Please type (or print clearly using black ink).
3. You must complete the entire form. Incomplete or illegible forms will be returned to you.
4. Make sure you enclose copies of important papers concerning your transaction.

Consumer Frauds Bureau  
 Albany, New York

**CONSUMER**

YOUR NAME <b>TRACEY BORDEN</b>		HOME TELEPHONE NUMBER <b>518-371-1243</b>	
STREET ADDRESS <b>9 TREVOR COURT</b>		BUSINESS TELEPHONE NUMBER <b>518-869-6613</b>	
CITY/TOWN <b>CLIFTON PARK</b>	STATE <b>NY</b>	ZIP <b>12065</b>	COUNTY <b>SARATOGA</b>

**COMPLAINT**

NAME OF SELLER OR PROVIDER OF SERVICE <b>CHARLEW BUILDER, DEVELOPER</b>		NAME OF SELLER OR PROVIDER OF SERVICE <b>N/A</b>	
STREET ADDRESS <b>1370 DUANESBURG RD.</b>		STREET ADDRESS	
CITY/TOWN <b>SCHENECTADY</b>	COUNTY <b>SCHENECTADY</b>	CITY/TOWN	COUNTY
STATE <b>NY</b>	ZIP <b>12306</b>	STATE	ZIP
TELEPHONE NUMBER <b>518-355-7083</b>		TELEPHONE NUMBER	
DATE OF TRANSACTION <b>N/A</b>	COST OF PRODUCT OR SERVICE <b>unknown</b>	HOW PAID (CHECK THOSE WHICH APPLY) <b>N/A</b> <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> OTHER	
DID YOU SIGN A CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <b>N/A</b>	WHERE DID YOU SIGN THE CONTRACT <b>N/A</b>		DATE SIGNED <b>N/A</b>
WAS THE PRODUCT OR SERVICE ADVERTISED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	WHERE WAS IT ADVERTISED? <b>see attachments</b>		DATE ADVERTISED <b>see attachments</b>

TYPE OF COMPLAINT (E.G., CAR, MAIL ORDER, ETC. USE THE REVERSE SIDE OF THIS FORM TO PROVIDE DETAILS)  
**see attached**

DATE YOU COMPLAINED TO THE COMPANY OR INDIVIDUAL <b>see attached</b>	<input checked="" type="checkbox"/> BY MAIL <input type="checkbox"/> BY TELEPHONE <input checked="" type="checkbox"/> IN PERSON	PERSON CONTACTED <b>Lawrence Lewandowski, President James Polito, Vice President</b>	JOB TITLE
NATURE OF RESPONSE <b>Various - see attached</b>		DATE OF RESPONSE	
HAVE YOU SUBMITTED THIS MATTER TO ANOTHER AGENCY OR ATTORNEY? (IF "YES", GIVE NAME AND ADDRESS) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
IS COURT ACTION PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <b>N/A</b>			

**FURTHER INFORMATION (AS APPLICABLE)**

MANUFACTURER OF PRODUCT <b>N/A</b>		
ADDRESS		
PRODUCT MODEL OR SERIAL NUMBER	WARRANTY EXPIRATION DATE	DID COMPANY ARRANGE FINANCING <input type="checkbox"/> YES <input type="checkbox"/> NO
IF YES, NAME OF BANK OR FINANCE COMPANY		ADDRESS

PLEASE DESCRIBE YOUR COMPLAINT ON THE REVERSE SIDE OF THIS FORM



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

DENNIS C. VACCO  
Attorney General

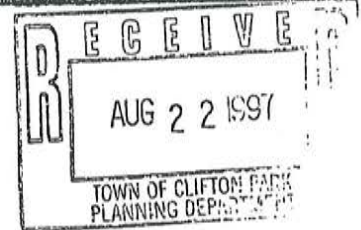
(518) 474-5481



August 8, 1997

CHARLEW BUILDERS  
1370 DUANESBURG ROAD  
SCHENECTADY NY 12306

RE: OUR FILE NO.: 97M04708  
CONSUMER: TRACEY BORDEN



Dear Sir or Madam:

Enclosed please find a copy of a complaint filed by the above consumer.

Attorney General Dennis Vacco's Bureau of Consumer Frauds and Protection enforces consumer protection laws and mediates consumer complaints. Our purpose in handling individual complaints is to assist in settling disputes fairly and amicably.

Since we now know only the consumer's side, we request that you review the complaint and state your position in writing. We enclose our response form. Kindly attach copies of any relevant documents.

Of course, if the consumer is entitled to a refund or other adjustment, it should be made promptly and you should advise us accordingly.

Please send your reply within seven business days.

We look forward to your cooperation.

Very truly yours,

SARA M. ISHAM (66), MEDIATOR  
BUREAU OF CONSUMER FRAUDS  
AND PROTECTION

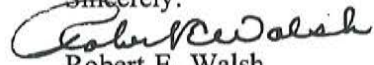
Encl.  
PLEASE INCLUDE THE ABOVE FILE NUMBER ON ALL CORRESPONDENCE  
CF/02

During 1994 the contractor was able to correct the seepage from the pond which allowed us to maintain a water level deep enough to enable us to continue to have the swans in residence during the summer months. At this time we had the necessary electric lines and meter installed to service the fountain and the fountain was ordered from our supplier. Due to the time of the year and the waiting period to receive the fountain from the supplier it was decided to wait to the next Spring.

During 1995 we were approached by the Engineers for the Clifton Park Water Authority about having the park areas turned over to the town for the Water Authority need to construct a large supply line from their pump house through the entrance park area, across Jamison Dr., around the pond, through the detention area to the lands of Niagara Mohawk Power Corp. We immediately had the deeds prepared and began the process to convey the property. At this time it was decided not to install the fountain due to the fact that we would no longer own or maintain the property once the conveyance was completed.

Now that this complaint has arisen, Charlew Construction is prepared to install the fountain as we originally agreed to do, however your approval for the installation of the fountain, the electric meter and the Towns agreement to be responsible for the electric bill and maintenance of the fountain are necessary.

Once you have reviewed the enclosed, if you have any questions or desire any additional information please contact me at the enclosed address.

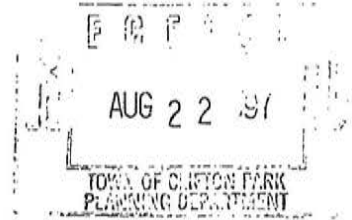
Sincerely:  
  
Robert E. Walsh  
Director of Land Acquisition  
and Development

Enc:

cc: N.Y.S. Attorney General's Office



1370 DUANESBURG RD.  
SCHENECTADY, N.Y. 12306  
(518) 355-7083  
(518) 355-6991 Fax



August 21, 1997

Ms. Kathleen A. Simmonds, Director  
Town of Clifton Park Planning Department  
One Town Hall Plaza  
Clifton Park, N.Y. 12065

**Re: Pond at Crescent Point West**

Dear Kathy:

Enclosed please find the following information pertaining to the pond and the fountain which we had originally proposed to install within this project:

- 1) Copy of Complaint Form as submitted to N.Y.S. Attorney generals Office.
- 2) Copy of letter dated 8/4/97 sent to Attorney General by Mr. & Mrs. Borden
- 3) Copy of our news letter for Spring of 1994.
- 4) Copy of letter from our office to the homeowners at Crescent Point West dated 7/1/94.
- 5) Copy of letter from residents dated 5/23/96 to Charlew.
- 6) Copy of letter from residents dated 8/1/96 to Charlew.
- 7) Copy of letter from our office to Ms. Nash dated 9/30/96.

When Charlew Construction began this project we met with yourself and other representatives of the Town to seek approval to install a fitness trail around the pond and a lighted fountain in the proposed pond. At that time it was agreed upon that we could moved forward with these items as long as it was understood that when the park area was dedicated to the Town you would have the option to continue to maintain these items or discontinue to do so.

Within a 6 month period the purchasers surrounding the pond, many of the same people who are now seeking the fountain, objected to the fitness trail strongly enough that caused our marketing department to drop the idea of the development of this area and those features were eliminated from all advertising for the project.

As soon as the pond was constructed we found that it would not retain a reasonable water level and began to work with the design Engineers to establish the necessary corrective measures to resolve this problem and allow us to move forward with the development of the pond. The better part of the year was spent making changes to the sides of the pond and monitoring the water level.

Town of Clifton Park  
Buildings & Grounds

9623-666

**Quote Cover Sheet**

**Date: May 22, 2023**

---

**Description: Aerating fountain with lights for Trevor Court**

---

**Vendor #1: The Pond & Lake Connection - \$3,606.68**

---

**Vendor #2: Grainger - \$5,712.80**

---

**Vendor #3: Turf Products - \$3,623.48 + shipping**

---

**Vendor #4: Empire Water Gardens LLC - \$3,484.97**

---

**Vendor #5:**

---

**Vendor #6:**

---

**Comments:**

---

**Decision: Empire Water Gardens LLC - \$3,484.97**



THE POND AND LAKE  
CONNECTION

1112 Federal Road  
Brookfield, CT 06804

Estimate

Date	Estimate #
5/18/2023	62026

Name / Address
Daniel J Clemens Clifton Park, NY 12065

Description	Qty	Rate	Total
Otterbine Fractional Series Deluxe with 2 LED Light Set (Chose from warm or cool/day)- 5 Systems in 1 (5 Interchangeable configurations)- Mini PCCs with GFCI and Timer- 2 Year Warranty- 1/2HP - 120 Volt	1	3,084.54	3,084.54T
Cable 12/3 Lights / IF / Aqua / Frac - 100ft of cord	100	3.34	334.00T
Quick Disconnect for Cable (OPTIONAL)	1	188.14	188.14T
subtotal			3,606.68
FREE Shipping		0.00	0.00T
All cancelled and returned orders must be approved by The Pond Connection. The product must not have been used. A 20% re-stocking charge and freight will be the customer's responsibility.		0.00	0.00T
<b>Subtotal</b>			\$3,606.68
NY #15201 / CT #2764 / NJ #99972A/ MA # CC-0048047 / RI #6781 / VT #1586-5192/ PA #BU12662			<b>Sales Tax (0.0%)</b> \$0.00
<b>Total</b>			\$3,606.68

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
203-885-0184	203-885-0873	pondconnection@gmail.com	www.thepondconnection.com

**Cart**

**Order Summary**

Subtotal	\$5,477.28	Estimated Tax	N/A	Estimated Shipping	\$235.25
----------	------------	---------------	-----	--------------------	----------

**\$5,712.80**

Estimated Total \$5,712.53



KASCO  
 Pond Light System: 11 W, 120V AC, 200 ft Cord Lg, 6 bulbs  
 Item # 54EM55

Qty  
1



Availability  
 Ships from supplier. Expected to arrive on or before **Thu. Jun 01**.



KASCO  
 Fountain Pump: 3/4 hp, 120V AC, 7 ft Max. Spray Ht, 20 ft Max. Spray Wd, 150 ft Cord Lg  
 Item # 16A123

Qty  
1



Availability  
 Ships from supplier. Expected to arrive on or before **Thu. Jun 01**.  
 This item requires special shipping, additional charges may apply.

**Products You Have Recently Viewed**



KASCO  
 Pond Light System: 11 W, 120V AC, 200 ft Cord Lg, 6...  
 Item # 54EM55

Web Price ⓘ  
**\$2,597.38** / each

Qty  
1

Add to Cart



KASCO  
 Fountain Pump: 3/4 hp, 120V AC, 7 ft Max. Spray ...  
 Item # 16A123

Web Price ⓘ  
**\$2,879.90** / each

Qty  
1

Add to Cart



RONSTAN  
 Shackle Swivel: Fork and Fork, 1,540 lb Working Loa...  
 Item # 6HJD6

Web Price ⓘ  
**\$49.63** / each

Qty  
1

Add to Cart



RONSTAN  
 Shackle Swivel: Fork and Fork, 1,430 lb Working Lc  
 Item # 6HJD5

Web Price ⓘ  
**\$47.17** / each

Qty  
1

Add to Cart

**RESOLUTION**  
**#3**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing a change order to add augering/hole drilling to the design and installation portion of the new playground planned for the Castle Park/Kids' Corner Playground at the Clifton Common.

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

WHEREAS, by Resolution No. 118 of 2023, the Town Board authorized the execution of a purchase order to acquire upgraded play apparatus and playground equipment from BCI Burke Company, and design and installation services through Play by Design through Sourcewell Contract #010521-BUR, in an amount not to exceed \$693,180, and

WHEREAS, Play by Design has submitted an updated cost proposal for the project in the amount of \$708,980, which reflects the addition of the cost of \$15,800 for the augering/hole drilling for the project, and

WHEREAS, MJ Engineering recommended that the Town initiate and authorize a change order for the cost of the necessary augering/hole drilling for the project, in an amount not to exceed \$15,800; now, therefore, be it

RESOLVED, that a change order adding \$15,800 to the project cost for the installation of the new playground at the Castle Park/Kids' Corner playground at the Clifton Common is approved, and Daniel Clemens, Director of Buildings, Parks and Recreation, is authorized to accept the attached proposal from Play by Design, at a cost not to exceed \$15,800, the funds to come from the funds previously identified from American Recovery Plan Act (ARPA), A-07109-00200 (General Fund- ARPA Park Projects-Equipment), with a transfer to A-07112-00200 (General Fund- Clifton Common- Equipment).

Resolution No. 118 of 2023, a resolution approving the acquisition and installation of playground equipment, play apparatus, and related design and construction consultation services for the Castle Park/Kids' Corner Playground at the Clifton Commons.

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

WHEREAS, pursuant to General Municipal Law §103 (16) municipalities are authorized to purchase apparatus, materials, and equipment, as well as services related to the installation of such apparatus, through contracts for goods or services that have been awarded as a result of a competitive process or another state or political subdivision thereof, and

WHEREAS, Sourcewell-mn.gov is a service cooperative created under Minnesota Statutes 123A.21, and provides cooperative purchasing and services contracts under Minnesota Statutes 471.59 to participating agencies and governments, and

WHEREAS, the Town has been working with MJ Engineering to locate and specify updated playground equipment for the Castle Park/Kids' Corner playground at the Clifton Commons, and

WHEREAS, the equipment is available through Sourcewell as a result of a request for proposal competitive solicitation, with accompanying design and installation services associated with the contract, and

WHEREAS, the Town has been awarded an Empire State Development Corporation reimbursement grant of \$200,000 to be used toward the cost of this project, and

WHEREAS, Landscape Designers at MJ Engineering recommend that the Town acquire the playground equipment and apparatus from BCI Burke Company, Fond du Lac, WI, with design and installation services through Play by Design, through Sourcewell Contract #010521; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute a purchase order to acquire upgraded play apparatus and playground equipment from BCI Burke Company, and design and installation services through Play by Design through Sourcewell Contract #010521-BUR, in an amount not to exceed \$693,180; and be it further

RESOLVED, that the Comptroller is authorized to increase revenues A-0389 (General Fund-NYS Revenues) and expenditures A-7112-200 (General Fund-Clifton Common-Equipment) by \$200,000 to account for reimbursement grant funds for the project, and be it further

RESOLVED, that the Comptroller is authorized to transfer \$493,180 from A-07109-00200 (General Fund- ARPA Park Improvements-Equipment) to A-7112-200 (General Fund-Clifton Common- Equipment) to cover the costs of the purchase.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid,  
Councilwoman Walowit, Supervisor Barrett

Noes: None

Absent: Councilman O'Hara

DECLARED ADOPTED

May 8, 2023

---

Teresa Brobston, Town Clerk



304 north geneva street  
ithaca, ny 14850

5/23/2023

**Clifton Common Playground Rebuild**

**Town of Clifton Park, NY**

**ID# 101000**

**SourceWell Contract # 010521-BUR**

**BCI Burke**

**Fond du Lac, WI 54936 U.S.A.**

**Open Market Items:**

- Custom Designed PBD Structure: **\$298,301**
  - Includes PBD Custom Components, Building Materials, and Hardware
- Installation of PBD Structure and All Playground Equipment: **\$136,000**
  - Includes Travel, Lodging, Concrete, Heavy Machinery Rental, and Mobilization.
  - Construction Consultation & Supervision to interpret construction documents during the on-site installation.
  - All Groundwork is Not Included.
- Playground Structure and Equipment Augering/Hole Drilling: **\$15,800**
  - Drill playground structure and equipment footers per PBD drawings.
  - Site must be prepared and staked out prior to work.
- Supply & Installation of Pour In Place TPV Rubber Surfacing, 4078 SF: **\$123,898**
  - 4" Crushed Stone Subbase
  - Dumpster
- Supply & Installation of Engineered Wood Fiber Materials, 7650SF: **\$12,476**
  - 1 Layer of Fabric
  - Freight (\$4,752)

Open Market Items Total: \$586,475

**Payment Terms for Non-Burke Items:**

- 10% Due Upon Receipt of Contract for Professional Services: **\$58,647.50**
- 20% Due Upon Receipt to Secure Materials: **\$117,295**
- 40% Due 8 Weeks Prior To Construction to Secure Surfacing: **\$234,590**
- 20% Due 2 Weeks Prior to Construction for Mobilization: **\$117,295**
- 10% Due Upon Complete of Construction: **\$58,647.50**



304 north geneva street  
ithaca, ny 14850

**Burke Items SourceWell Contract # 010521-BUR:**

**Clifton Park Common Playground Rebuild: Proposal #: 146-161181-6**

046-0536	PLAYMAT 3' X 5' X 2"	6	136	816	\$199	\$1,194
560-0051	INCLUSIVE ORBIT	1	667	667	\$13,884	\$13,884
560-0453	STEP SPOT POD 8-16"	1	19	19	\$353	\$353
560-0458	STEP SPOT POD 20-30"	1	21	21	\$353	\$353
560-0532	ORBITRON	1	244	244	\$3,813	\$3,813
560-2652	PLAYENSEMBLE FLOWERGARDEN, PO...	2	32	64	\$1,498	\$2,996
560-2654	PLAYENSEMBLE FLOWERGARDEN, CO...	1	32	32	\$1,498	\$1,498
570-0771	TRI-RIDER	1	179	179	\$4,804	\$4,804
570-0774	2 WAY SEE SAW W/ SEATS	1	122	122	\$1,744	\$1,744
580-0010	SUPER STRONG BENCH REC TAN 6	5	100	498	\$723	\$3,615
370-1604	BALANCE CHALLENGE	1	76	76	\$1,717	\$1,717
072-0500-84C	5" OD X 84" CAPPED POST	2	44	88	\$354	\$708
370-0205	LONG HORIZONTAL OVERHEAD LADD...	2	70	140	\$1,065	\$2,130
370-0413	LONG STR RING SWING OH, DK- DK	2	61	122	\$1,583	\$3,166
370-0223	PURSUIT CLIMBER 16"-40"	1	5	10	\$2,915	\$2,915
370-0516	TRIPLE WHEEL DEAL, DK TO DK	1	98	98	\$2,201	\$2,201
470-0107	COBRA SLIDE CURVED 96"	1	248	248	\$5,348	\$5,348
470-0114	COBRA SLIDE CORKSCREW LEFT 12...	1	352	352	\$8,204	\$8,204
470-0587	VIPER III RL 64-72	1	512	512	\$7,943	\$7,943
470-0661	VIPER R 48-56 W/O HOOD	1	126	126	\$2,469	\$2,469
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	32	32	\$616	\$616
570-0103	INNOVA ROCKER	1	703	703	\$11,880	\$11,880
570-0410	PLAYENSEMBLE TITAN CHIMES	1	121	121	\$6,564	\$6,564
570-0811	BRAILLE PANEL	1	55	55	\$1,419	\$1,419
570-0848	SIGNING 2-SIDED PLAY PANEL	1	44	44	\$862	\$862
570-2668	CAR ACCESSIBLE REACH PANEL	1	23	23	\$883	\$883
570-2701	COLLISION PANEL, ABOVE PLATFO...	1	55	55	\$1,904	\$1,904
600-0104	NPPS SUPERVISION SAFETY KIT	1	3	3	\$0	\$0
660-0103	MAINTENANCE KIT, STRUCTURE	1	7	7	\$0	\$0
660-0104	INSTALLATION KIT, STRUCTURE	1	5	5	\$0	\$0
Brackets	6x6 Mounting Brackets (open market)	10	\$260		\$2,600	

Total Weight: 5,482 lbs.  
 With Packaging (+18%): 6,469 lbs.  
 Total Before Discount: \$97,783  
 SourceWell Discount: -\$9,778.30  
 Freight: \$4,500  
 \*Installation: \$30,000  
 Total: \$122,504.70

Burke Items payment terms net 30 days.

**Project Grand Total: \$708,979.70**

*new total including \$15,800 for Auger/Hole Drilling*



304 north geneva street  
ithaca, ny 14850

**\*Please Note:** PBD is not responsible for any site preparation, including Surveying, Permits/Licensing, State or Federal (Davis Bacon) Wages, Demolition, Builders Risk Insurance, Union Fees (PLA/PSA Contracts), Drainage, Additionally Insured, Engineering, Waste/Dumpsters, OCIP, Fall Height/Attenuation Testing, Rooftop Installations, Waiver of, Subrogation, Fencing/Security, Extended Warranty, Bonding, Excavation and Site Work/Preparation, Dumpster, Acceptance of equipment and off-loading; storage of goods prior to installation; installation tools/equipment. The following is a non-inclusive list of items that may result in additional charges (Change Order). Work cannot commence until Change Order(s) are fully executed. Poor Site Access is not identified in the Proposal or Project Scope. Customer requirement/request for work on weekends, holidays, or overtime. Any and all scope variations not agreed upon in writing. Security that was not included in the base quote. The customer will be responsible for unloading equipment off the truck and disposal of debris. Customers must transport equipment to the site of installation. Direct access is required for large construction vehicles. If using rubber or turf surfacing, prep work must be done to the specifications of the supplier. Rock Clause: In the event that site soil or rock conditions are such to prevent normal installation time and procedures, the owner/customer will be responsible for additional equipment and labor expenses.

**Client Responsibility:** The client must perform all site work: All site preparation prior to the construction, including (but not exclusive to) demo of old playground, grading, drainage, footings for equipment, stakeout survey, and digging postholes for play structure (PBD will provide stakeout drawings). Installation of walkways, new vegetation, and/or curbing if applicable. Must accept and offload all material and equipment deliveries and store prior to the build.

A handwritten signature in black ink, appearing to read 'PHIL BARRETT', with a horizontal line underneath the name.

PHIL BARRETT



304 north geneva street  
ithaca, ny 14850

4/28/2023

**Clifton Common Playground Rebuild**  
**Town of Clifton Park, NY**  
**ID# 101000**  
**SourceWell Contract # 010521-BUR**  
**BCI Burke**  
**Fond du Lac, WI 54936 U.S.A.**

*original Cost Proposal*

**Open Market Items:**

- Custom Designed PBD Structure: **\$298,301**
  - Includes PBD Custom Components, Building Materials, and Hardware
- Installation of PBD Structure and All Playground Equipment: **\$136,000**
  - Includes Travel, Lodging, Concrete, Heavy Machinery Rental, and Mobilization.
  - Construction Consultation & Supervision to interpret construction documents during the on-site installation.
  - All Groundwork is Not Included.
- Supply & Installation of Pour In Place TPV Rubber Surfacing, 4078 SF: **\$123,898**
  - 4" Crushed Stone Subbase
  - Dumpster
- Supply & Installation of Engineered Wood Fiber Materials, 7650SF: **\$12,476**
  - 1 Layer of Fabric
  - Freight (\$4,752)

Open Market Items Total: \$570,675

**Payment Terms for Non-Burke Items:**

- 10% Due Upon Receipt of Contract for Professional Services: **\$57,067.50**
- 20% Due Upon Receipt to Secure Materials: **\$114,135**
- 40% Due 8 Weeks Prior To Construction to Secure Surfacing: **\$228,270**
- 20% Due 2 Weeks Prior to Construction for Mobilization: **\$114,135**
- 10% Due Upon Complete of Construction: **\$57,067.50**



304 north geneva street  
ithaca, ny 14850

**Burke Items SourceWell Contract # 010521-BUR:**

**Clifton Park Common Playground Rebuild: Proposal #: 146-161181-6**

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560-0458	STEP SPOT POD 20-30"	1	21	21	\$353	\$353
560-0532	ORBITRON	1	244	244	\$3,813	\$3,813
560-2652	PLAYENSEMBLE FLOWERGARDEN, PO...	2	32	64	\$1,498	\$2,996
560-2654	PLAYENSEMBLE FLOWERGARDEN, CO...	1	32	32	\$1,498	\$1,498
570-0771	TRI-RIDER	1	179	179	\$4,804	\$4,804
570-0774	2 WAY SEE SAW W/ SEATS	1	122	122	\$1,744	\$1,744
580-0010	SUPER STRONG BENCH REC TAN 6	5	100	498	\$723	\$3,615
370-1604	BALANCE CHALLENGE	1	76	76	\$1,717	\$1,717
072-0500-84C	5" OD X 84" CAPPED POST	2	44	88	\$354	\$708
370-0205	LONG HORIZONTAL OVERHEAD LADD...	2	70	140	\$1,065	\$2,130
370-0413	LONG STR RING SWING OH, DK- DK	2	61	122	\$1,583	\$3,166
370-0223	PURSUIT CLIMBER 16"-40"	1	5	10	\$2,915	\$2,915
370-0516	TRIPLE WHEEL DEAL, DK TO DK	1	98	98	\$2,201	\$2,201
470-0107	COBRA SLIDE CURVED 96"	1	248	248	\$5,348	\$5,348
470-0114	COBRA SLIDE CORKSCREW LEFT 12...	1	352	352	\$8,204	\$8,204
470-0587	VIPER III RL 64-72	1	512	512	\$7,943	\$7,943
470-0661	VIPER R 48-56 W/O HOOD	1	126	126	\$2,469	\$2,469
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	32	32	\$616	\$616
570-0103	INNOVA ROCKER	1	703	703	\$11,880	\$11,880
570-0410	PLAYENSEMBLE TITAN CHIMES	1	121	121	\$6,564	\$6,564
570-0811	BRAILLE PANEL	1	55	55	\$1,419	\$1,419
570-0848	SIGNING 2-SIDED PLAY PANEL	1	44	44	\$862	\$862
570-2668	CAR ACCESSIBLE REACH PANEL	1	23	23	\$883	\$883
570-2701	COLLISION PANEL, ABOVE PLATFO...	1	55	55	\$1,904	\$1,904
600-0104	NPPS SUPERVISION SAFETY KIT	1	3	3	\$0	\$0
660-0103	MAINTENANCE KIT, STRUCTURE	1	7	7	\$0	\$0
660-0104	INSTALLATION KIT, STRUCTURE	1	5	5	\$0	\$0
Brackets	6x6 Mounting Brackets (open market)	10	\$260		\$2,600	

Total Weight: 5,482 lbs.  
 With Packaging (+18%): 6,469 lbs.  
 Total Before Discount: \$97,783  
 SourceWell Discount: -\$9,778.30  
 Freight: \$4,500  
 \*Installation: \$30,000  
 Total: \$122,504.70

Burke Items payment terms net 30 days.

**Project Grand Total: \$693,179.70**

607.351.5160

www.pbdplaygrounds.com

**RESOLUTION**

**#4**

Resolution No. \_\_\_\_\_ of 2023, a resolution awarding the construction contract for sealcoating of the multi-use trail along Van Patten Drive in Clifton Park, pursuant to competitive bid.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation solicited quotes for a project consisting of cleaning, filling cracks, and applying one coat of latex sealer to approximately 1.3 miles of multi-use blacktop trail along Van Patten Drive, and

WHEREAS, Mr. Clemens recommends that the work be awarded to Capital Surface Maintenance, as lowest conforming bidder, at a total cost not to exceed \$6,350; now, therefore, be it

RESOLVED, that the Town Board accepts the recommendation of the Director of Buildings, Parks, and Recreation, and hereby awards the quote for the trail sealcoating project to Capital Surface Maintenance, at a cost not to exceed \$6,350 to be paid from A-07629-00200 (General Fund-Trails Contractual-Equipment).

Town of Clifton Park  
Buildings & Grounds

**Quote Cover Sheet**

**Date: June 21, 2023**

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**Description: sealcoat Van Patten Trail**

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**Vendor #1: Luizzi Asphalt Services - \$8,950.00**

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**Vendor #2: Smith's Paving - \$12,900.00**

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**Vendor #3: Capital Surface Maintenance - \$6,350.00**

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**Vendor #4: Sealcoating Services of CP - no reply**

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**Vendor #5: 1st Class Services Sealcoating - no reply**

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**Vendor #6:**

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**Comments:**

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**Decision: Capital Surface Maintenance - \$6,350.00**



## Town of Clifton Park Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for sealcoating Van Patten Trail located in Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Clean and prep approximately 1.3 miles of multi-use blacktop trail along Van Patten Drive. About 65,000 square feet.

Fill all cracks and seal with one coat latex sealer.

Contractor is responsible for all safety considerations and control of pedestrian traffic during the job.

Dispose of all waste properly

The Town requires proof of Liability Insurance with One Million Dollars naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond.

Please contact Regan Cardona at [rcardona@cliftonpark.org](mailto:rcardona@cliftonpark.org) 518-371-6651 extension 251 for an appointment to do a site visit.

Quotes are due by Friday June 16, 2023 at 2:00pm

SENT TO  
4 COMPANIES  
+ WIZZY  
5/25/23



**Luizzi Bros. Sealcoating & Striping LLC**  
**LUIZZI ASPHALT SERVICES**  
PO Box 11203 Loudonville, NY 12211  
70 Tivoli St. Albany, NY 12207  
(518) 459-SEAL (7325) - Fax (518) 487-4734  
www.LuizziSealcoating.com

Quotation

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

Date: 5/18/2023  
Estimate: E222418  
Project #:

Project: Van Patten Drive Multi-use Path  
Clifton Park, NY

Contact:  
Phone: 518-281-5065

Fax:  
Email: dclemens@cliftonpark.org

Subcontractor: Luizzi Asphalt Services. For the consideration hereinafter named offers to furnish all labor, equipment and materials to perform all work hereinafter described.

Scope of Work Furnish and apply Seal Coat on approximately 64,370 square feet of existing pavement for the above project as follows:

Cleaning Clean existing pavement of all dirt and debris

Seal Coat Furnish and apply one (1) coat of sealer

**For the price of: \$8,950.00 not including sales tax**

Payment Terms: Payment is due upon completion. Payments 30 days overdue will be assessed a compounding 2.0% per month service charge. After 60 days, the account will be turned over to collections. 3% convenience fee applied to credit card payments.

#### GENERAL CONDITIONS OF THIS OFFER

Luizzi Asphalt Services is not responsible for discoloration due to ground water leaching, damages caused by rain, weather conditions, gutters or roofs that drip or leak, condensation, or animals.

Unless expressly stated above, price(s) quoted are firm only if this offer is accepted within 30 days of the above date and the work can be performed during the current paving season ending November 15, 2023.

The basis for the above prices is that this project is not subject to prevailing wages. If we do not receive a properly executed "Tax Exempt Certificate" then all applicable sales taxes will be added to the quoted price(s).

If the person(s), firm, corporation or other entity accepting this offer is not the owner of the real property being improved by the labor and/or the furnishing of materials provided for herein the acceptor expressly warrants that the performance of the labor and/or the furnishing of materials herein being done is for the improvement of the real property with the consent of, or at the request of, it's Owner, his agent, contractor or subcontractor.

Luizzi Asphalt Services is an open shop contractor and will work in harmony with all other contractors. Luizzi Asphalt Services will not be held responsible in any way for any problems whatsoever due to other contractors not working in harmony with Luizzi Asphalt Services

This offer and the performance of labor and the furnishing of any materials thereunder, including price(s) quoted thereunder, shall be subject to strikes, labor disputes, adverse weather conditions or other causes beyond the control of Luizzi Asphalt Services

**Luizzi Asphalt Services**

BY: \_\_\_\_\_  
Bryant Luizzi, Estimator

**The above offer is hereby accepted and the terms therein are fully agreed to by me.**

Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Smith's  
Paving



Smith's  
Super Sealer

3485 River Rd. Rensselaer, NY 12144

**1-800-ASPHALT**

## Proposal

Date: 05/29/2023

**Proposal Submitted to:**

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

**Work to be performed at:**

Pathway  
VanPatten Dr  
Clifton Park, NY, 12065

**Attn: Dan Clemens**

Cell: (518) 281-5065 Work: (518) 371-6651 251 Fax: (518) 371-1136 Email:  
dclemens@cliftonpark.org

**Project: Commercial Sealcoating, Crack Filling**

- Clean Bike Path as Needed
- Hot Crack Fill Included in this Proposal is up to 500LF: Clean And Fill Structural Cracks 1/4" or More. Hot Crack Fill that Exceeds this Amount will be an Added Charge of \$1.00 per LF Upon Customer Approval (Excludes Spider Cracks).
- Sealcoat with Premium Sand Slurry Sealer (Applied at a Minimum Rate of 0.15 Gal/Sq Yd)
- Not Responsible for Discoloration of Sealcoat Due to Ground Water Leaching
- Price Quoted Includes 1 Mobilizations. Any Additional Mobilizations Necessary Will Result in an Additional Fee of \$200.00 Per Mobilization.
- Additional Charges May Apply for any Insurance Requirements of the Customer Unknown at Time of Estimate
- Price Based on NYS Prevailing Wage

**Project Cost: \$12,900.00**

Date \_\_\_\_\_

\_\_\_\_\_  
Town of Clifton Park  
Customer Signature

\_\_\_\_\_  
Tim Haverly (518) 441-4479  
Project Manager

Smith's Paving/Smith's Super Sealer  
Email: info@SmithsPaving.com

\*Payment Due Upon Completion of Work.

\*There will be a 3% Charge when paying with a Credit Card\*

\*Quote based on proposal dates current NYSDOT Liquid Asphalt Index for that month. Price Subject to Change.\*

\*Customer will be responsible for any fees incurred including legal fees for non-payment for job\*

\*Capital Improvements to real property are Exempt from Sales Tax.

# ESTIMATE

**Prepared For**

Town of Clifton Park

## Capital Surface Maintenance

Clifton Park, New York 12065  
Phone: (518) 347-7775  
Email: info@capitalsurface.com  
Web: www.capitalsurface.com

Estimate # 190109

Date 06/13/2023

Description	Total
CRACK FILLING / SEALCOATING	\$6,350.00
<b>Subtotal</b>	<b>\$6,350.00</b>
<b>Total</b>	<b>\$6,350.00</b>

### Notes:

Bid also includes type 3 barricades at each end of work zone with traffic cone delineation between. Other barricades and delineation included at our discretion to ensure pedestrian safety.

\* Materials can be submitted for approval if required. \*

RESOLUTION

# 5

Resolution No. \_\_\_\_\_ of 2023, a resolution awarding the bid for the Veteran's Memorial Enhancements project to Gallo Construction.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks and Recreation, published bid specifications and solicited bids for the enhancement of the Veteran's Memorial at the Clifton Common, and

WHEREAS, the enhancements involve construction of paver walkways, concrete and brick veneer seat walls and landscape enhancements, and

WHEREAS, after a bid opening on June 29, 2023, Mr. Clemens recommends that the construction contract be awarded to Gallo Construction, as low bidder, at a total cost not to exceed \$203,770, and

WHEREAS, the Town has budgeted funds in 2022 and 2023 for the project, and

WHEREAS, the Town has \$53,770 in funds from the American Rescue Plan Act to cover the remaining balance; now therefore be it

RESOLVED, that the Town Board, hereby awards the Veteran's Memorial Enhancement Project to Gallo Construction, at a total cost not to exceed \$203,770 to be paid from A-07112-00015 (General Fund- Clifton Common- Other Contractual).



RESOLUTION

# 6

Resolution No. \_\_\_\_\_ of 2023, a resolution awarding the bid for reconstruction of the trail between Miller Road and Wallflower Drive to Carver Construction pursuant to competitive bid.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation published bid specifications and solicited sealed bids for the reconstruction of the trail between Miller Road and Wallflower Drive that was damaged by another paving contractor during a recent paving project of two sections of multi-use trails in the Summerhill and Settlers Hill subdivisions, and

WHEREAS, after a bid opening on June 29, 2023, Mr. Clemens recommends that the construction contract be awarded to Carver Construction, as low bidder, at a total cost not to exceed \$417,145; now, therefore, be it

RESOLVED, that the Town Board accepts the recommendation of the Director of Buildings, Parks, and Recreation, and hereby awards the construction contract for the trail reconstruction project to Carver Construction, pursuant to General Municipal Law Section 103, at a cost not to exceed \$417,145, and be it further

RESOLVED, that the Comptroller is authorized to transfer funds from A-914 (Unreserved Fund Balance) to A-7629-200 (General Fund- Trails Contractual- Equipment).



**RESOLUTION**

**#7**

Resolution No. \_\_\_\_\_ of 2023, a resolution appointing Cindy Zlogar to permanent status as the Confidential Secretary to the Town Attorney.

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

WHEREAS, by Resolution No. 28 of 2023, Cindy Zlogar, of Clifton Park was appointed to the position of Confidential Secretary to the Town Attorney on a temporary interim basis due to the vacancy existing from the temporary disability of Meg Springli , and

WHEREAS, the Town Board wishes to make the appointment of Ms. Zlogar permanent following the retirement of Ms. Springli; now, therefore be it

RESOLVED, that Cindy Zlogar, of Clifton Park is hereby appointed Confidential Secretary to the Town Attorney at Grade 7, Step 3, \$35.06 per hour; and be it further

RESOLVED, that the amount of \$28,900 be transferred from A-1420-E0094 (General Fund-Legal-M. Springli) and \$17,700 be transferred from A-914 (General Fund- Unreserved Fund Balance) to A-1420-E0252 (General Fund- Legal- C.Zlogar).

Resolution No. 28 of 2023, a resolution appointing Cindy Zlogar as the Temporary Confidential Secretary to the Town Attorney.

Introduced by Councilman O'Hara, who moved its adoption, seconded by Councilman Morelli.

WHEREAS, a vacancy exists in the office of the Town Attorney for administrative support, due to the temporary disability of Meg Springli, and

WHEREAS, Cindy Zlogar has been working with Ms. Springli and the Town Attorney to train for the position since January 10, 2023, and

WHEREAS, the Town Board wishes to appoint Cindy Zlogar to the position of Confidential Secretary to the Town Attorney on a temporary basis; now, therefore, be it

RESOLVED, that Cindy Zlogar is appointed as Confidential Secretary to the Town Attorney on a temporary basis, and will be compensated at Grade 7 Step 3 (\$35.06 per hour) retroactive to January 10, 2023, and be it further

RESOLVED, that the Comptroller is authorized to transfer funds from Contingency, \$14,500 to A-1420-E0252 (General Fund- Town Attorney-C. Zlogar); and be it further

RESOLVED, that Ms. Zlogar would be eligible for all full-time benefits offered by the Town.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,  
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

February 6, 2023

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Teresa Brobston, Town Clerk

Town of Clifton Park  
Salary Allocation

		Grade	Step	Year	2023 Hourly Rate	Weeks to Account	Hours	Projected Salary
additional time to end of year.								
Cindy	Zlogar		7	3	1	35.06	38	35 \$ 46,629.80
Rounded to:								<u>\$ 46,600.00</u>

Transfer funds from :

A-01420-E0094	Legal - M Springli	\$ 28,900.00
A-00914	Unreserved Fund Balance	<u>\$ 17,700.00</u>
		<u>\$ 46,600.00</u>

RESOLUTION  
# 8

Resolution No. \_\_\_\_\_ of 2023, a resolution hiring additional employees for the 2023 summer season at the Town's pools.

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

WHEREAS, the Town Board wishes to hire additional qualified lifeguards and water safety instructors for the operation of the Town's pools, and

WHEREAS, Mike Woerner, Director of Parks & Recreation, has recommended individuals listed in the attached Schedule A be hired as indicated; now therefore be it

RESOLVED, that the individuals listed in the attached Schedule A be hired as seasonal staff for the Town Pools as noted, through the end of the 2023 summer season; and be it further

RESOLVED, that the individuals be paid as indicated on Schedule A.

# SCHEDULE A

## **Alternate Lifeguard:**

Mackenzie	Hunter	Step 1	\$14.50	Lifeguard
Emma	Erno	Step 1	\$14.50	Lifeguard
Ralston	Frattarola	Step 1	\$14.50	Lifeguard
Michael	Lehmann	Step 1	\$14.50	Lifeguard
Haechan	Kim	Step 1	\$14.50	Lifeguard
Hanna	Mitchell	Step 1	\$14.50	Lifeguard
Landon	Kelder	Step 1	\$14.50	Lifeguard
Ishita	Singh	Step 1	\$14.50	Lifeguard
Spencer	Dingwall	Step 1	\$14.50	Lifeguard
Jacob	Hilton	Step 1	\$14.50	Lifeguard
Luka	DiFbio	Step 1	\$14.50	Lifeguard

## **Water Safety Instructors:**

Isabella	Gayle	Step 1	\$16.60	Water Safety Instructor
Anna	Stoup	Step 1	\$16.60	Water Safety Instructor
Samantha	Sands	Step 1	\$16.60	Water Safety Instructor
Grace	Anderson	Step 1	\$16.60	Water Safety Instructor
Conner	Rudd	Step 1	\$16.60	Water Safety Instructor
Norah	Eisnor	Step 1	\$16.60	Water Safety Instructor
Daniel	Killian	Step 1	\$16.60	Water Safety Instructor
Sara	Casale	Step 3	\$17.10	Water Safety Instructor
Samantha	Killian	Step 3	\$17.10	Water Safety Instructor
Emery	VanHeusen	Step 3	\$17.10	Water Safety Instructor
Rachel	Hughes-Robillard	Step 3	\$17.10	Water Safety Instructor
Sean	Michalek	Step 2	\$16.85	Water Safety Instructor
Amanda Cassandra	Tsakaloyannis	Step 2	\$16.85	Water Safety Instructor

## **Lifeguard Instructor:**

Sara	Casale	Step 1	\$23.75	Lifeguard Instructor
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**RESOLUTION**  
**#9**

Resolution No. \_\_\_\_\_ of 2023, a resolution increasing the General Fund Trips & Tours- Senior Center revenues and expenditures by \$76,668.

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

WHEREAS, the Clifton Park Senior Community Center generally offers two multi-day trips/tours per year, and

WHEREAS, Sue Leonard, Director of the Clifton Park Senior Community Center, recommends an increase of \$76,668 to the General Fund revenues and expenditures as all costs associated with these trips have increased, including the cost of transportation, food and entertainment, and

WHEREAS, the Senior Community Center will collect fees from participants for the planned day and multi-day trips/tours; now, therefore, be it

RESOLVED, that the 2023 General Fund Trips & Tours – Senior Center Revenues (A-02031-00000-1624) is hereby increased by \$76,668, and Expenditures- Senior Center Day Trips (A-06773-00077) will be increased by \$20,418 and Expenditures- Senior Center Multi-Day Trips (A-06773-00077) will be increased by \$56,250, also totaling \$76,668.

**RESOLUTION**  
**# 10**

Resolution No \_\_\_\_ of 2023, a resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project, Town Center Walkability Clifton Country Road Corridor Pedestrian and Bike Improvement Project, PIN 1762.60/D040896, is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds.

WHEREAS, the Town of Clifton Park desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design; now, therefore, be it

RESOLVED, that the Town Board hereby approves the above-subject project; and be it further

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

RESOLVED, that the sum of \$342,000.00 hereby appropriated from H66-07629-00135 (Capital Projects Fund-Town Center Walkability- Trails Contractual- Engineering) and made available to cover the cost of participation in the above phases of the Project; and be it further

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

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

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

RESOLVED, this Resolution shall take effect immediately.

Town of Clifton Park  
H66 - Town Center Walkability CP

Projected Budget

H66 - 04090	Federal Aid	\$ 273,600.00
H66 - 05031	Interfund Transfer	<u>\$ 68,400.00</u>
		<u>\$ 342,000.00</u>
H66-07629-00135	Trails Contractual - Engineering	\$ 342,000.00
		<u>\$ 342,000.00</u>

with a federal funding award of \$1,781,000. The complete set of Master Agreement documents has been submitted to the Town Attorney's office for review. Attached are: Federal Aid Local Project Agreement document; Schedule A; Sample Resolution. Also attached is the DOT Award Letter; and a Project Location Map for reference.



Department of  
Transportation

KATHY HOCHUL  
Governor

MARIE THERESE DOMINGUEZ  
Commissioner

June 24, 2022

Mr. John Scavo  
Director of Planning  
Town of Clifton Park  
1 Town Hall Plaza  
Clifton Park, New York 12065

Dear Mr. Scavo:

I am pleased to inform you that the New York State Department of Transportation (NYSDOT) has approved the Town of Clifton Park application for funding the Clifton Park's Town Center Walkability: Clifton Country Road Corridor Pedestrian and Bike Improvement Project under the Transportation Alternatives Program (TAP) – Congestion Mitigation and Air Quality Improvement Program (CMAQ) in the amount of \$1,781,000.

Projects were selected through a competitive scoring process and consideration of available funds. The TAP-CMAQ programs will provide funding reimbursement for up to 80 percent of eligible expenses up to the award amount.

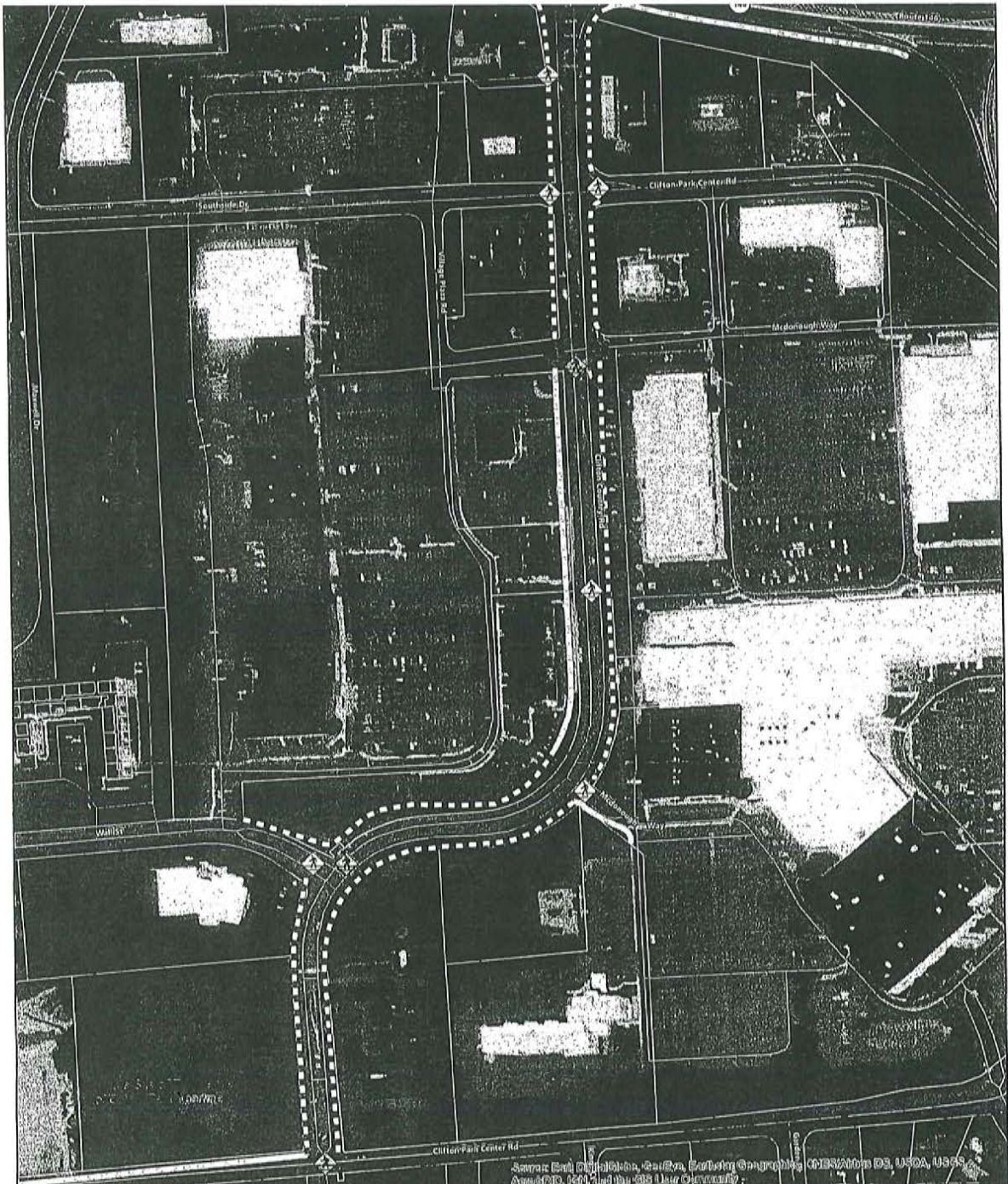
The NYSDOT Regional Local Projects Liaison (RLPL), Audrey Burneson, will contact you to discuss the next steps; schedule a project kickoff meeting to assist you in developing a Project Management Plan and complying with all federal and State requirements.

If you have any questions regarding this award, feel free to contact Diane Kenneally, Director of the Office of Integrated Modal Services at (518) 457-4059 or [Diane.Kenneally@dot.ny.gov](mailto:Diane.Kenneally@dot.ny.gov).

Sincerely,

Marie Therese Dominguez  
Commissioner

CC: Patrick Barnes, Regional Director, Region 1 - Albany  
Robert Rice, Regional Planning and Program Manager, Region 1 - Albany  
Sandy Misiewicz, Executive Director, CDTC  
Phil Barrett, Town Supervisor, 1 Town Hall Plaza, Clifton Park 12065



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

### Town of Clifton Park Saratoga County, New York 2021 TAP/CMAQ Project Location Map



0 0.02 0.04 0.08 Miles  
Data provided by: NYS GIS Clearinghouse  
Last modified: July 28, 2021

#### Legend

- Approximate Parcel Boundary (2019)
- PSAP Improvements
- Traffic Signal & Crossing Improvements (TAP)
- High Visibility Crosswalk (TAP)
- New Sidewalk (TAP)
- Sidewalk Replacement (TAP)
- Retain Existing Sidewalk
- Future Sidewalk (Private)
- Retain Existing Multi-use Trail



MUNICIPALITY/SPONSOR:

PROJECT ID NUMBER: **1762.60** BIN: \_\_\_\_\_

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D040896

This Agreement is by and between:

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

and

the Town of Clifton Park (the "Municipality/Sponsor")  
acting by and through Town Supervisor  
with its office at 1 Town Hall Plaza, Clifton Park, NY 12065.

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

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

### WITNESSETH:

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

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

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

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

MUNICIPALITY/SPONSOR: \_\_\_\_\_

PROJECT ID NUMBER: **1762.60** BIN: \_\_\_\_\_

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2.3 *Marchiselli Extended Records Retention Requirements.*

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

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

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

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

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

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

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

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

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

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

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

8. *Municipal/Sponsor Liability.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. *Notice Requirements.*

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

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

**New York State Department of Transportation (NYSDOT)**

Name: Lorenzo DiStefano P.E.

Title: RLPL

Address: 50 Wolf Road, Suite 1S50, Albany, NY 12232

Telephone Number: 518-485-1715

Facsimile Number: 518-457-4640

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

**[Municipality/Sponsor] Town of Clifton Park**

Name: John Scavo

Title: Director

Address: 1 Town Hall Plaza

Telephone Number: 518-371-6054

Facsimile Number: 518-383-5088

E-Mail Address: jscavo@cliftonpark.org

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

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

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

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

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

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

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

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

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

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

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

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

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

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

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

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYSDOT/ State-Local Agreement - Schedule A for PIN 1762.60**

<b>OSC Contract #:</b> <u>D040896</u>	<b>Contract Start Date:</b> / / (mm/dd/yyyy)	<b>Contract End Date:</b> / / (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
---------------------------------------	--	--

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No.

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

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

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

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

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

(Check, if Project Description has changed from last Schedule A):

**Project Description:** TAP - Town Center Walkability Clifton Park Road Corridor Pedestrian and Bike Improvement

**Marchiselli Eligible**  Yes  No

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1762.60.121	Current	TAP (80%)	\$342,000.00	\$273,600.00	\$0.00	\$68,400.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$342,000.00	\$273,600.00	\$ 0.00	\$68,400.00	\$ 0.00

