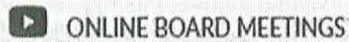


TOWN OF CLIFTON PARK TOWN BOARD MEETING

December 18, 2023

The Town Board meeting can be viewed live by visiting www.cliftonpark.org Scroll down to click



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

NOTE:

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

- VIII. **Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
December 18, 2023

| <u>SOURCE</u> | <u>RESOLUTION</u> | <u>CONTACT</u> |
|---------------------------|---|----------------|
| 1. Comptroller | Authorize year-end budget transfers | P. Barrett |
| 2. Planning | Authorize the promotion of Melinda Acker to Administrative Assistant | P. Barrett |
| 3. Building & Grounds | Accept a quote from Grainger for the purchase of a new commercial grade dishwasher for the kitchen in the Clifton Park Senior Community Center | P. Barrett |
| 4. Building & Development | Schedule a public hearing on proposed fee changes listed in Town Code §103-16 Building Permit Fees | P. Barrett |
| 5. Town Board | Authorize Supervisor to sign proposal agreement from Prime Engineering for professional services for a proposed new Highway Garage Storage building | P. Barrett |

RESOLUTION
#1

Resolution No. _____ of 2023, a resolution authorizing budget transfers for calendar year 2023 as specified in Schedule A.

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

WHEREAS, the Comptroller has recommended that certain budget adjustments be made to reclassify budget lines for year-end reporting purposes and expenditures, as set forth in Schedule A; now, therefore be it

RESOLVED, that the budget transfers specified in Schedule A be adopted per the Comptroller's recommendations.

Schedule A

Town of Clifton Park
2023 Budget Changes
General Fund

| Account | Description | Expenditures | | Revenues | |
|---------------|---|--------------|-----------|----------|----------|
| | | Increase | Decrease | Increase | Decrease |
| A-01110-00002 | Municipal Court - Telephone | 800.00 | | | |
| A-01220-00015 | Supervisor Office - Other Contractual | 20,000.00 | | | |
| A-01320-00019 | Auditor - Auditing expense | 3,800.00 | | | |
| A-01420-00008 | Legal Office - Printing | 600.00 | | | |
| A-01420-00004 | Legal Office - Computer | | 700.00 | | |
| A-01420-00025 | Legal Office - Other Legal fees | 3,100.00 | | | |
| A-01420-00200 | Legal Office - Equipment | | 3,000.00 | | |
| A-01440-00015 | Engineer - Other Contractual | | 10,000.00 | | |
| A-01440-00135 | Engineer - Engineering | 10,000.00 | | | |
| A-01620-00004 | Town Hall Operations - Computer | 11,000.00 | | | |
| A-01620-00005 | Town Hall Operations - Utilities | 15,000.00 | | | |
| A-01620-00006 | Town Hall Operations - Office Supplies | 500.00 | | | |
| A-01620-00011 | Town Hall Operations - Water | 200.00 | | | |
| A-01620-00022 | Town Hall Operations - Vehicle expense | 100.00 | | | |
| A-01620-00200 | Town Hall Operations - Equipment | | 20,000.00 | | |
| A-01621-00200 | Public Safety Bldg Oper - Equip | | 4,500.00 | | |
| A-01622-00002 | County Sheriff Sat. Office Oper - Telephone | 2,200.00 | | | |
| A-01624-00005 | Senior Bldg Oper - Utilities | 6,000.00 | | | |
| A-01624-00023 | Senior Bldg Oper - Cleaning | 4,000.00 | | | |
| A-01624-00024 | Senior Bldg Oper - Gen Maint | 2,000.00 | | | |
| A-01624-00200 | Senior Bldg Oper - Equipment | | - | | |
| A-01625-00023 | Locust Lane Clubhouse - Cleaning | 4,500.00 | | | |
| A-01625-00200 | Locust Lane Clubhouse - Equipment | | 10,000.00 | | |
| A-01626-00200 | Burning Bush Clubhouse - Equipment | | 12,000.00 | | |
| A-01627-00002 | Grooms Tavern - Telephone | 2,600.00 | | | |
| A-01627-00004 | Grooms Tavern - Computer | 1,200.00 | | | |
| A-01627-00045 | Grooms Tavern - Other Prog Exp | | 1,000.00 | | |
| A-01627-00200 | Grooms Tavern - Equipment | | 10,000.00 | | |
| A-01910-00108 | Insurance - Liability Ins | 17,000.00 | | | |
| A-01950-00131 | Assessment Town Prop - Assess Town Prop | 3,200.00 | | | |
| A-03010-00145 | Safety Officer - Lease Payments | 6,268.00 | | | |
| A-03010-00200 | Safety Officer - Equipment | | 20,000.00 | | |
| A-03120-00022 | Law Enforcement - Vehicle expense | 11,000.00 | | | |
| A-03120-00145 | Law Enforcement - Leased payment | 2,100.00 | | | |
| A-03120-00200 | Law Enforcement - Equipment | | 8,000.00 | | |
| A-03310-00215 | Traffic Control - Traffic Safety | 12,000.00 | | | |
| A-03620-00022 | Building & Devel - Vehicle expense | 4,000.00 | | | |
| A-03620-00145 | Building & Devel - Lease payments | 3,710.00 | | | |
| A-03620-E4000 | Building & Devel - PT Employees | 30,000.00 | | | |
| A-03620-E4100 | Building & Devel - MEO | | 6,056.00 | | |
| A-03620-E0796 | Building & Devel - M Luetters | | 9,815.00 | | |
| A-04010-00140 | Health Services - Other Payments | | 8,000.00 | | |
| A-05010-00001 | Highway Admin - Travel & Conf | 2,500.00 | | | |
| A-05010-00002 | Highway Admin - Telephone | 1,800.00 | | | |
| A-05010-00003 | Highway Admin - Copier | 1,000.00 | | | |
| A-05010-00008 | Highway Admin - Printing | 225.00 | | | |
| A-05132-00009 | Garage - Highway - Leases & Rental | 2,100.00 | | | |
| A-06772-00022 | Programs for Aging - Vehicle expense | 4,000.00 | | | |
| A-06772-00086 | Programs for Aging - Food | 1,711.00 | | | |
| A-06772-00200 | Programs for Aging - Equipment | | 2,500.00 | | |
| A-06773-00002 | TCP Senior Center - Telephone | 1,500.00 | | | |
| A-06773-00004 | TCP Senior Center - Computer | | 2,000.00 | | |
| A-06773-00086 | TCP Senior Center - Food | 1,000.00 | | | |
| A-06773-00200 | TCP Senior Center - Equipment | | 1,000.00 | | |

Schedule A

Town of Clifton Park
2023 Budget Changes
General Fund

| Account | Description | Expenditures | | Revenues | |
|---------------|--|--------------|-----------|----------|----------|
| | | Increase | Decrease | Increase | Decrease |
| A-07021-00003 | Parks & Rec Admin - Copier | 2,100.00 | | | |
| A-07021-00004 | Parks & Rec Admin - Computer | | 20,000.00 | | |
| A-07021-00045 | Parks & Rec Admin - Other Prog Exp | 2,650.00 | | | |
| A-07024-00024 | Veteran's Park - Gen Maint | 1,000.00 | | | |
| A-07024-00135 | Veteran's Park - Engineering | 13,000.00 | | | |
| A-07110-00022 | Buildings & Grounds - Vehicle Expense | 3,000.00 | | | |
| A-07110-00028 | Buildings & Grounds - Uniform & Safety | 1,000.00 | | | |
| A-07110-00145 | Buildings & Grounds - Lease Payments | 8,975.00 | | | |
| A-07110-00200 | Buildings & Grounds - Equipment | 5,500.00 | | | |
| A-07110-00229 | Buildings & Grounds - Small Equipment | 2,155.00 | | | |
| A-07110-E4000 | Buildings & Grounds - PT Employees | 25,300.00 | | | |
| A-07112-00004 | Clifton Common - Computer | 1,200.00 | | | |
| A-07112-00005 | Clifton Common - Utilities | 3,000.00 | | | |
| A-07112-00011 | Clifton Common - Water | 500.00 | | | |
| A-07112-00013 | Clifton Common - Refuse Removal | | 600.00 | | |
| A-07112-00023 | Clifton Common - Engineering | 25,000.00 | | | |
| A-07112-00145 | Clifton Common - Lease payments | 16,451.00 | | | |
| A-07113-00002 | Collins Park - Telephone | 600.00 | | | |
| A-07113-00023 | Collins Park - Cleaning expense | 275.00 | | | |
| A-07113-00024 | Collins Park - Gen Maint | 1,000.00 | | | |
| A-07150-00002 | Barney Road Pool - Telephone | 1,300.00 | | | |
| A-07150-00005 | Barney Road Pool - Utilities | 5,200.00 | | | |
| A-07150-00045 | Barney Road Poll - Other Program Expense | 1,830.00 | | | |
| A-07150-E4600 | Barney Road Pool - Pool Director | 902.00 | | | |
| A-07150-E4680 | Barney Road Pool - Pool Manager | | 2,333.00 | | |
| A-07150-E4690 | Barney Road Pool - Pool Lifeguards | 15,020.00 | | | |
| A-07151-00045 | Country Knolls Pool - Other Prog Exp | 400.00 | | | |
| A-07151-E4600 | Country Knolls Pool - Pool Director | | 1,000.00 | | |
| A-07151-E4690 | Country Knolls Pool - Pool Lifeguards | 14,010.00 | | | |
| A-07152-00045 | Locust Lane Pool - Other Program expense | 600.00 | | | |
| A-07152-E4600 | Locust Lane Pool - Pool Director | | 1,000.00 | | |
| A-07152-E4690 | Locust Lane Pool - Pool Lifeguards | | 6,800.00 | | |
| A-07180-00024 | Mohawk Landing - Gen Maint | 325.00 | | | |
| A-07180-00200 | Mohawk Landing - Equip | | 250.00 | | |
| A-07190-00007 | Barney Road Golf - Dues | 440.00 | | | |
| A-07190-00024 | Barney Road Golf - Gen maint | 15,000.00 | | | |
| A-07190-00045 | Barney Road Golf - Other program exp | 900.00 | | | |
| A-07190-00145 | Barney Road Golf - Lease payments | | 11,000.00 | | |
| A-07190-E4000 | Barney Road Golf - PT Empl'ees | | 12,000.00 | | |
| A-07190-E7195 | Barney Road Golf - PT Golf Course Starters | 38,100.00 | | | |
| A-07250-00005 | Clifton Park Town Center - Utilities | 17,000.00 | | | |
| A-07310-00108 | Summer Rec - Insurance | 1,175.00 | | | |
| A-07310-E4500 | Summer Rec - Locust Lane Counselors | | 50,000.00 | | |
| A-07310-E4520 | Summer Rec - Other Summer Rec | 1,740.00 | | | |
| A-07310-E4550 | Summer Rec - Jonesville Counselors | 35,480.00 | | | |
| A-07310-E4575 | Summer Rec - WSI Lifeguards | | 13,400.00 | | |
| A-07310-E9000 | Summer Rec - Site Directors | | 15,900.00 | | |
| A-07316-00015 | Fall Basketball - Other Contract | 2,586.00 | | | |
| A-07320-00044 | Full Day Camp - Equip Rec Prog | 3,310.00 | | | |
| A-07320-00045 | Full Day Camp - Other Prog Exp | 1,800.00 | | | |
| A-07320-00086 | Full Day Camp - Food | 20.00 | | | |
| A-07320-00099 | Full Day Camp - Day Camp Exp | 6,490.00 | | | |
| A-07320-E4800 | Full Day Camp - Day Camp Counselors | | 11,309.00 | | |
| A-07320-E9000 | Full Day Camp - Site Counselors | | 465.00 | | |

Schedule A

Town of Clifton Park
2023 Budget Changes
General Fund

| Account | Description | Expenditures | | Revenues | |
|---------------|---|-------------------|-------------------|-------------------|-------------------|
| | | Increase | Decrease | Increase | Decrease |
| A-07330-00015 | Recreational Programs - Other Contractual | 85,165.00 | | | |
| A-07320-00072 | Recreational Programs - Summer Prog | 8,945.00 | | | |
| A-07550-00052 | Celebrations - July 4th Celebration | 1,672.00 | | | |
| A-07550-00053 | Celebrations - Performing Arts on Common | 1,275.00 | | | |
| A-07550-00054 | Celebrations - Farm Festival | 308.00 | | | |
| A-07550-00056 | Celebrations - Community Theater | 61.00 | | | |
| A-07621-E2360 | Project Adventure - PA Salary | 8,719.00 | | | |
| A-07640-00015 | Adult Recreation - Other Contractual | 1,268.00 | | | |
| A-08160-00012 | CTS - Fuel | 4,000.00 | | | |
| A-08160-00015 | CTS - Other Contractual | 675.00 | | | |
| A-08160-00023 | CTS - Cleaning Expense | 2,000.00 | | | |
| A-08160-00155 | CTS - Leaf Pick Up Town Wide | 175,000.00 | | | |
| A-08160-E4000 | CTS - Part Time Employees | 5,902.00 | | | |
| A-08510-00200 | Community Beautification - Equip | 11,800.00 | | | |
| A-08111-00135 | Sewer Admin - Engineering | 6,030.00 | | | |
| A-08989-00150 | Home & Comm - HHW Collection Day | 7,354.00 | | | |
| A-09040-00103 | Emp Benefits - Workers Comp | 2,368.00 | | | |
| A-09050-00104 | Emp Ben Unemploy - Unemployment | 20,000.00 | | | |
| A-08150-00015 | Interfund Transfer | 63,000.00 | | | |
| A-01080 | PILOTS | | | 271,000.00 | |
| A-01081 | Other Payments | | | 27,367.00 | |
| A-01090 | Tax Penalties & Interest | | | 11,128.00 | |
| A-01255 | Town Clerk Revenues | | | 10,000.00 | |
| A-02001 | Parks & Recreation Income | | | 600.00 | |
| A-02002 | Fall Basketball Revenue | | | 3,922.00 | |
| A-02003 | Recreation Basketball Revenue | | | 10,500.00 | |
| A-02010 | Dog Park Revenue | | | | 1,000.00 |
| A-02029 | Project Adventure Revenue | | | 2,200.00 | |
| A-02040 | Day Camp Revenue | | | 2,000.00 | |
| A-02043 | Summer Rec Income | | | 34,121.00 | |
| A-02047 | Farm Fest Revenue | | | 3,165.00 | |
| A-02050 | Full Day Camp Revenue | | | 35,403.00 | |
| A-02060 | Adult Recreation Income | | | 19,940.00 | |
| A-02065 | Youth Recreation Income | | | 84,890.00 | |
| A-02080 | Golf Course Revenue | | | 57,500.00 | |
| A-02090 | Membership Pool Revenue | | | 6,800.00 | |
| A-02091 | Daily Pool Revenue | | | | 4,773.00 |
| A-02092 | Rental Income Pools | | | | 6,129.00 |
| A-01289 | Other Governmental Revenue | | | 95,000.00 | |
| A-02031 | Trips & Tours Revenue | | | | 18,000.00 |
| A-02410 | Rental Income Senior Programs | | | 9,000.00 | |
| A-02655 | Income Classes & Dinners | | | 8,400.00 | |
| A-02115 | Plannning Review Fees | | | 12,000.00 | |
| A-02131 | Mulching Income | | | 60,000.00 | |
| A-02610 | Fines & Forfeited Bail | | | | 100,000.00 |
| A-03005 | Mortgage Tax Revenue | | | | 93,081.00 |
| A-02401 | Interest Income | | | 58,009.00 | |
| | | <u>874,590.00</u> | <u>274,628.00</u> | <u>822,945.00</u> | <u>222,983.00</u> |
| | | (599,962.00) | | 599,962.00 | |
| A-00960 | Appropriations | | | - | |

Schedule A-1

Town of Clifton Park
Highway Fund
2023 Budget Changes

| Account | Description | Expenditures | | Revenues | |
|----------------|--|-------------------|-------------------|-------------------|----------|
| | | Increase | Decrease | Increase | Decrease |
| DA-05110-00009 | General Repairs Highway - Leases & Rentals | 16,677.00 | | | |
| DA-05110-00012 | General Repairs Highway - Fuel | 27,542.00 | | | |
| DA-05110-00021 | General Repairs Highway - Emergency Rep | | 8,000.00 | | |
| DA-05110-00022 | General Repairs Highway - Vehicle Expense | 10,500.00 | | | |
| DA-05110-00024 | General Repairs Highway - Gen Maintenance | 15,000.00 | | | |
| DA-05110-00136 | General Repairs Highway - Diesel Fuel | 3,956.00 | | | |
| DA-05110-00210 | General Repairs Highway - Materials | | 35,000.00 | | |
| DA-05110-E0054 | General Repairs Highway - K Krul | 10.00 | | | |
| DA-05110-E0083 | General Repairs Highway - S Rusinovich | 729.00 | | | |
| DA-05110-E0091 | General Repairs Highway - T Harris | 11.00 | | | |
| DA-05110-E0144 | General Repairs Highway - S Raffan | 478.00 | | | |
| DA-05110-E0146 | General Repairs Highway - N Inman | | 4,810.00 | | |
| DA-05110-E0156 | General Repairs Highway - M Traider | 56.00 | | | |
| DA-05110-E0233 | General Repairs Highway - N Brisson | 1,148.00 | | | |
| DA-05110-E0255 | General Repairs Highway - D Charbonneau | 4,553.00 | | | |
| DA-05110-E0260 | General Repairs Highway - D Fowler | 333.00 | | | |
| DA-05110-E0276 | General Repairs Highway - S Dickinson | | 11,762.00 | | |
| DA-05110-E0278 | General Repairs Highway - P Guynup | 228.00 | | | |
| DA-05110-E0448 | General Repairs Highway - T Clifford | 964.00 | | | |
| DA-05110-E0493 | General Repairs Highway - M Pelc | | 304.00 | | |
| DA-05110-E0511 | General Repairs Highway - M Farnsworth | 455.00 | | | |
| DA-05110-E0521 | General Repairs Highway - W Davies | | 8,647.00 | | |
| DA-05110-E0522 | General Repairs Highway - T Moore | - | | | |
| DA-05110-E0577 | General Repairs Highway - D Springel | | 10,434.00 | | |
| DA-05110-E0707 | General Repairs Highway - A Jerome | 111.00 | | | |
| DA-05110-E0790 | General Repairs Highway - R Ensel | 441.00 | | | |
| DA-05110-E0791 | General Repairs Highway - M McCune | 646.00 | | | |
| DA-05110-E0800 | General Repairs Highway - J Ryan | 4,232.00 | | | |
| DA-05110-E0873 | General Repairs Highway - J Charbonneau | | 2,063.00 | | |
| DA-05110-E0880 | General Repairs Highway - Z Tocco | - | | | |
| DA-05110-E0953 | General Repairs Highway - Z Kusaywa | 1,030.00 | | | |
| DA-05110-E0954 | General Repairs Highway - R Hollner | - | | | |
| DA-05110-E0955 | General Repairs Highway - C Bense | 580.00 | | | |
| DA-05110-E0960 | General Repairs Highway - R Coons | 1,295.00 | | | |
| DA-05110-E1976 | General Repairs Highway - R VanGalen | | 101.00 | | |
| DA-05110-E4000 | General Repairs Highway - Part time Emp'ee | | 13,043.00 | | |
| DA-05110-E6040 | General Repairs Highway - J Gardner | | 221.00 | | |
| DA-05110-E6042 | General Repairs Highway - N Bonesteel | | 3,407.00 | | |
| DA-05110-E6142 | General Repairs Highway - D Bipat | | 6,587.00 | | |
| DA-05110-00074 | General Repairs Highway - Overtime | | 30,000.00 | | |
| DA-05112-00015 | Permanent Improve Highway - Other Cont | 210,764.00 | | | |
| DA-05130-00145 | Machinery Highway - Lease Payments | 165,416.00 | | | |
| DA-05130-00231 | Machinery Highway - Auto Parts | 20,000.00 | | | |
| DA-02401 | Investment Income | | | 50,000.00 | |
| DA-02414 | Revenue Gas & Rental | | | 60,000.00 | |
| DA-01789 | Road Open Permits | | | 63,467.00 | |
| DA-03501 | CHIPS Revenue | | | 179,309.00 | |
| | | <u>487,155.00</u> | <u>134,379.00</u> | <u>352,776.00</u> | <u>-</u> |

DA-00915 DA Assigned Fund Balance

-

Cynthia, Zlogar

From: Town of Clifton Park Official Website <cliftonpark@hdgwebhost.com>
Sent: Monday, December 11, 2023 11:02 AM
To: Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Christopher, O'Hara; Agatha, Reid; John Scavo
Subject: New Resolution Request #566

A new resolution request has been submitted. The details of this resolution request are included below.

Department: Comptroller

Your Name: Mark Heggen

Your Email: mheggen@cliftonpark.org

Sponsor: P. Barrett

Meeting Date: 12/18/2023

Alternate Date: 12/18/2023

Budget Number: Multiple

Budget Description: Budget Transfers per spreadsheet

Amount: 0

Brief Description: Attached are the proposed budget transfers for general fund and highway fund prior to year end

Add Supporting Docs:

Additional Comments/Details: None

Agree to Terms: Agree

RESOLUTION
#2

Resolution No. _____ of 2023, a resolution authorizing the promotion of Melinda Acker, currently a Senior Typist, to Administrative Assistant in the Planning Department.

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

WHEREAS, Planning Director John Scavo verifies that Melinda Acker, currently employed as a Senior Typist in the Planning Department, has fulfilled the necessary requirements to achieve certification as an Administrative Assistant by passing the applicable civil service exam, and

WHEREAS, Mr. Scavo recommends the advancement of Ms. Acker from Senior Typist to Administrative Assistant within the department, as she has the qualifications necessary to perform the job per civil service classification; now, therefore, be it

RESOLVED, Melinda Acker is hereby promoted to Administrative Assistant to be compensated at Grade 7 Step 1 (\$/32.75 hr, \$68,644 per year) effective January 1, 2024, and be it further

RESOLVED, that the comptroller is authorized to transfer \$2,327.00 from contingency to A-8021-E0622 (General Fund -Planning- Acker)

RESOLUTION
#3

Resolution No. _____ of 2023, a resolution awarding the contract for the purchase of a new commercial grade 3-phase power dishwasher for the kitchen of the Clifton Park Senior Community Center.

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

WHEREAS, a dishwasher in the Clifton Park Senior Community Center is in need of replacement, and

WHEREAS, Dan Clemens, Director of Buildings, Parks and Recreation, requested quotes for a new commercial grade 3- phase power dishwasher for the kitchen of the Senior Center, and

WHEREAS, quotes were received on or before December 11, 2023; and

WHEREAS, Grainger, 100 Grainger Parkway, Lake Forest, IL, submitted the lowest responsive quote, in the amount of \$5,857; and

WHEREAS, Mr. Clemens recommends that the contract be awarded to Grainger, and

RESOLVED that the contract for the purchase of a new commercial grade 3-phase power dishwasher for the kitchen of the Clifton Park Senior Community Center is awarded to Grainger, of Lake Forest, IL, for an amount not to exceed \$5,857, to be paid from A-1624-200 (General Fund- H. Kinns Community Center- Equipment).

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: December 11, 2023

Description: New commercial grade dishwasher for the Sr. Center

Vendor #1: Grainger - \$5,856.66 *

Vendor #2: Singer/Kittredge - \$6,469.95

Vendor #3: Marcellas Appliances - do not sell commercial machines

Vendor #4: Saratoga Restaurant Supply - \$4,951.80 - not 3 phase

Vendor #5: Lowe's - \$3,899.00 - not 3 phase power

Vendor #6:

Comments: The current power supply is 208v 3-phase.

Single phase power is much less efficient and a single phase dishwasher would not heat or wash as quickly as needed.

A licensed electrician would have to convert the power.

Decision: Grainger - \$5,856.66



Quotation

100 Grainger Pkwy
 Lake Forest IL 60045-5201
 www.grainger.com
 (800)472-4643

Customer Information

TOWN OF CLIFTON PARK
 1 TOWN HALL PLZ
 CLIFTON PARK NY 12065-3610

Billing Information

TOWN OF CLIFTON PARK
 1 TOWN HALL PLZ
 CLIFTON PARK NY 12065-3610

Shipping Information

TOWN OF CLIFTON PARK
 2 TOWN HALL PLZ
 CLIFTON PARK NY 12065-0000

Information

Grainger Quote Number 2056400006
 Quote Start Date 12/11/2023
 Quote Expiration Date 01/11/2024
 Creation Date 12/11/2023
 Grainger EIN Number 36-1150280
 PO #
 PO Create Date
 PO Release #
 Customer Number 800029092
 Department Number
 Project/Job Number PC69879
 Requisitioner Name
 Attention
 Caller REGAN TROMBLEE
 Telephone Number 5183716651
 Page 1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms@ 2020: FOB DESTINATION
 Freight Terms: Prepaid
 Carrier: * See line item detail
 Payment Terms: Net 30 days after invoice date

Special Instructions:

| Item PO-Line | Material | Description | Expected Del Date | Qty | Unit | Price | Total in USD |
|-----------------|----------|--|----------------------|------|------|----------|-----------------|
| 10 | 60GV73 | Undercounter Dishwasher,208V/60HZ/1PH Manufacturer: INSINGER Part Number: CDT-1 Customer Part No.: NYS#PC69879 60GV73 Carrier: Origin: US | | 1.00 | EA | 5,856.66 | 5,856.66 |



Quotation

100 Grainger Pkwy
Lake Forest IL 60045-5201
www.grainger.com
(800)472-4643

| Information | |
|-----------------------|------------|
| Grainger Quote Number | 2056400006 |
| Creation Date | 12/11/2023 |
| Customer Number | 800029092 |
| Page | 2 / 2 |

| Item | Material | Description | Expected Del Date | Qty | Unit | Price | Total in USD |
|------|----------|-------------|-------------------|-----|------|-------|--------------|
|------|----------|-------------|-------------------|-----|------|-------|--------------|

Sub Total 5,856.66

Total USD \$ 5,856.66

Thank you for the opportunity to provide this quotation.

Please reference our Grainger quote number when you are ready to place your order.

Any changes to the products and/or quantities identified in the quotation may result in different pricing.

Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.

This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.



Project _____
 Item _____
 Quantity _____
 CSI - 11400 _____
 Approval _____
 Date _____



CADET Undercounter Dishwasher

- Three dedicated wash cycles (Dishware, Cookware, Glassware)
- Meets and exceeds EnergyStar 3.0 rating
- Extremely quiet with sound suppression lined panels. Rated at <65dB
- Built-in atmospheric booster with dedicated rinse pump provide consistent, constant 180°F hot water to properly sanitize ware—no external booster required
- 110°F recommended inlet water temperature; 70°F minimum required water temperature
- Perfect for Daycares, Nursing Homes, and Small Cafes

STANDARD FEATURES

- Capacity is 30 (20" x 20) racks per hour or 750 dishes per hour
- Only 0.8 gal (3L) of water per rack
- Full stainless steel construction inside and out for durability
- Tank has rounded corners for easy cleaning
- Electronic PCB control with temperature display, LED indicator lamps, and self-diagnostics for serviceability
- Single phase (1PH) electrical connection, field-convertible to three phase (3PH) with included copper jumper connectors
- Waterproof membrane control switches
- No need for PRV (Pressure Regulating Valve).
- Built-in detergent and rinse aid dispensers with EZ Prime system
- Automatic pumped drain with removable overflow tube
- Single step drain and clean system
- Dedicated timed de-lime cycle to eliminate limescale build-up
- Revolving interchangeable stainless steel upper and lower wash/rinse arms provide superior results
- Door opening is 13 3/16" for maximum clearance
- Easy to service—all components accessible from the front of machine
- Sound suppression lined panels
- Comes standard with: 1 Plate rack, 1 Cup rack, 1 Glass Rack, 2 Cutlery Cups

OPTIONS

- Additional plastic 20" x 20" rack
- Drain quench system
- 6" stand
- 17" stand
- Drip 'n Dry drying rack

SPECIFIER STATEMENT

Specified unit will be an Insinger Cadet automatic undercounter dishwasher. Features include waterproof membrane control switches, built in detergent and rinse aid dispensers with EZ Prime system, electronic PCB control with temperature display and LED indicators, revolving interchangeable wash/rinse arms, sound suppression lined panels, and 304 stainless steel construction.





FE&S 2023
DEALER
 OF THE YEAR

12/06/2023

Quote

| | |
|---|--|
| Project: Clifton Park Senior Center- Undercounter Dishwasher Attn: Daniel Clemens Clifton Park, NY | From: Singer/Kittredge Michele M. Moro 116 Railroad Avenue Colonie, NY 12205 Cell: 518-369-7605 |
|---|--|

This is a quote (the "Quote") to provide equipment and/or services. This Quote includes the conditions presented below and the terms that are included at <https://www.singerequipment.com/policies/quote-terms-conditions> (the "Terms").

When you accept this Quote, as provided below, this Quote, together with the Terms, will form a binding contract (the "Contract") between you and Singer MA LLC, d.b.a. Singer Kittredge, a division of Singer Equipment Company, Inc. ("Singer").

Thank you for the opportunity to quote your business.
 All items are special order only unless otherwise specified.
 All items must be ordered in accordance with case pack sizes and minimum order requirements specified.
 Pricing shown does not include applicable sales tax.

Pricing shown includes factory freight, site delivery and set in place. All final connections to utilities is by your staff or other authorized trades.

| Item | Qty | Description | Sell | Sell Total |
|------|-----|-------------|------|------------|
|------|-----|-------------|------|------------|

1

1 ea DISHWASHER, UNDERCOUNTER

\$6,469.95

\$6,469.95



Champion (UH130B)

Dishwasher, undercounter, 24"W x 25"D x 33-3/4"H, high temperature sanitizing, with StemsSure™ soft start to protect glasses & dishes from chipping & breaking, (25) racks per hour capacity, 141 second cycle, top mounted controls with prime switch, 15-3/4"H door opening, door safety switch, advanced digital thermometer monitoring, stainless steel top & side panels, quiet double-wall construction, detergent & rinse aid pumps, pumped drain, built-in electric booster for 180°F final rinse water (standard 70°F/39°C rise), rinse sentry – extends the cycle time to ensure 180°F final rinse, low-water tank heat protection, automatic tank fill, (1) peg rack, (1) flat rack, 1 HP wash pump motor, fill & dump operation, Shear Energy – a reduction in energy requirements while maximizing performance, Multi-Power – includes: Multi-Volt & Multi-Phase (Allows for infield conversion to 208-240 volt and/or single to three phase with ease), NSF, cETLus

1 ea 1 year parts & labor warranty, standard

1 ea Note: For water of 3-grains of hardness or more, Champion recommends adding a water treatment device.

1 ea 6kW booster, 70°F Rise, standard

Direct wire connection

1 ea 208-240v/60/1-ph, 6kW booster (3 wire plus ground required)
(Allows for infield conversion to 208-240 volt and/or single to three phase with ease)

Weight: 215 lbs total

Extended Total:

\$6,469.95

Payment terms: Prepayment in full at time of order placement.

Must have a Singer Account number to purchase - requires completion of an Account Application.

Dan Clemens

From: Susan Leonard
Sent: Friday, December 8, 2023 10:07 AM
To: Dan Clemens
Subject: FW: Commercial Dishwasher at the Senior Center

FYI

Susan Leonard, Director

Clifton Park Senior Center
6 Clifton Common Court
Clifton Park, NY 12065
O 518-383-1343
C 518-888-6051

[Senior Center \(cliftonpark.org\)](http://cliftonpark.org)

To view our senior newsletter and trips
Click on the link above

From: Jonathan Clark <marcellasjsc@gmail.com>
Sent: Wednesday, December 6, 2023 4:42 PM
To: Susan Leonard <sleonard@cliftonpark.org>
Subject: Re: Commercial Dishwasher at the Senior Center

After speaking with my Manager regarding this. I do not believe we will be able to supply these types of dishwashers. I am unable to see the model number on this particular unit, but I do not have a recommended unit that would be a 2-3 minute wash for the dishes unfortunately.

On Wed, Dec 6, 2023 at 12:45 PM Susan Leonard <sleonard@cliftonpark.org> wrote:

This takes 2-3 minutes to wash

Susan Leonard, Director

Clifton Park Senior Center
6 Clifton Common Court
Clifton Park, NY 12065
O 518-383-1343
C 518-888-6051

[Senior Center \(cliftonpark.org\)](http://cliftonpark.org)

Quote

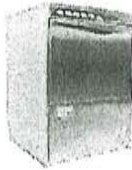
12/11/2023



Project:
Sue Leonard

From:
Saratoga Restaurant Equip. Sales
Daniel Ladd
720 Wilton-Gansevoort Rd.
Gansevoort, NY 12831
(518) 584-6293



Job Reference Number: 6268

| Item | Qty | Description | Sell | Sell Total |
|------|------|--|--------------------|-------------------|
| 3 | 1 ea | DISHWASHER, UNDERCOUNTER  CMA Dishmachines Model No. UC50E Dishwasher/Glasswasher, undercounter, 23-7/16"W x 24"D x 33-5/16"H, high temperature sanitizing, built-in booster heater with safety thermostat, (30) racks/hour, 13" door opening, fully automatic cycle, built-in detergent & rinse chemical pumps, Safe-T-Temp feature, tank heater, pumped drain, removable upper & lower wash & rinse arms, triple filtering protection system, stainless steel safety filters for wash pump, door & water level safety switches, double-skin stainless steel construction, includes (1) open & (1) peg rack, 3/4 HP, cETLus, ETL-Sanitation | \$4,951.80 | \$4,951.80 |
| | 1 ea | 208v/60/1-ph, 27.0 amps, with 6.0 kW booster heater | | |
| | 1 ea | Safe-T-Temp feature assures 180 degree sanitizing rinse once the booster thermostat has been satisfied. Cycle time will vary due to incoming water temperature. | | |
| | | | ITEM TOTAL: | \$4,951.80 |
| | | | Merchandise | \$4,951.80 |
| | | | Installation | \$400.00 |
| | | | Tax 7% | \$374.63 |
| | | | Total | \$5,726.43 |

****IF FREIGHT/DELIVERY and NYS SALES & USE TAX CHARGES ARE NOT ITEMIZED, THEY ARE IN ADDITION TO THE PRICING PROVIDED.****

****Removal and Disposal Fees must be itemized in order to be included.****

Search 

 Halfmoon Lowe's Open until 9 PM 

Delivery to 12065 



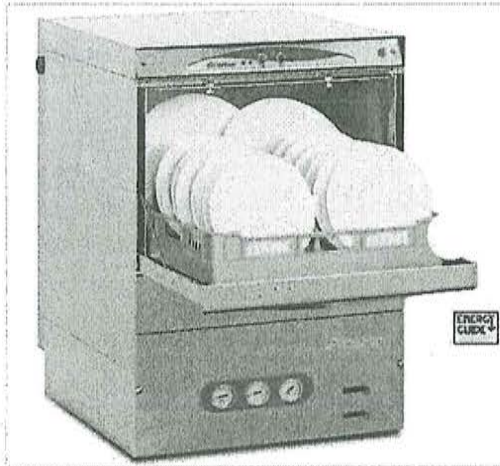
Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Appliances / Commercial Appliances / Commercial Dishwashers

Eurodib DSP4DPS 30-Racks per Hour Stainless Steel Undercounter Commercial Dishwasher


Item #4869639 | Model #DSP4DPS

[Shop Eurodib](#)



\$3,899.00

\$3704.05 when you choose

 5% savings on eligible purchases every day. [Learn how](#)

OR


\$65/mo with 84 month financing. [Learn how](#)



24 monthly installments of \$189.03 with Lowe's Pay [Learn How](#)

High temperature washing
All pumps included
Stainless steel upper and lower wash and rinse arms


What We Offer

 Haul Away
\$50/ea

Learn more about [Haul Away](#).

Pickup
Ready by Mon, Dec 18 (Est.)

Delivery
Get it by Sat, Dec 16

 Delivery to 12065

Get it by Sat, Dec 16
Schedule delivery date & time in Checkout

FREE

1 +



Easy & Free Returns

Return your new, unused item in-store or ship it back to us free of charge. [Learn More](#)

Eurodib DSP4DPS 30-Racks per Hour Stainless Steel Undercounter Commercial Dishwasher **\$3,899.00**

[Shop Eurodib](#)

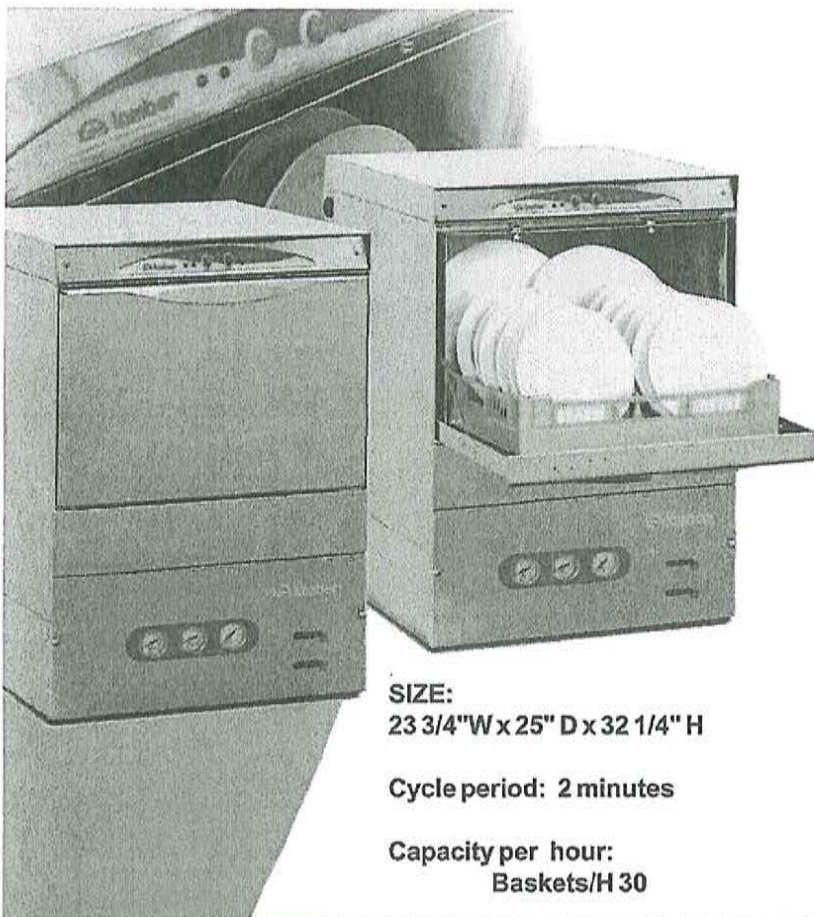
Let us install your new dishwasher.

Professional Installation

Add professional installation to your purchase.

\$50 Dishwasher Haul Away





- Undercounter dishwasher;
- Stainless steel construction 18/10 AISI 304;
- Wash cycle time: 2 minutes;
- Wash and rinse temperature thermometers;
- Stainless steel lower and upper rotating wash arms;
- Stainless steel lower rotating rinsing and upper fixed;
- Extractable control panel for an easy maintenance;
- Rinse aid dispenser;
- Detergent pump,
- Automatic tank loading;
- Door opening safety device;
- Thermocontrol: device which guarantees the selected temperature for every rinsing cycle even in case of non-stop work;
- Security thermostat;



• Certifications: UL, UL Sanitation;

SIZE:
23 3/4" W x 25" D x 32 1/4" H

Cycle period: 2 minutes

Capacity per hour:
Baskets/H 30

DSP4

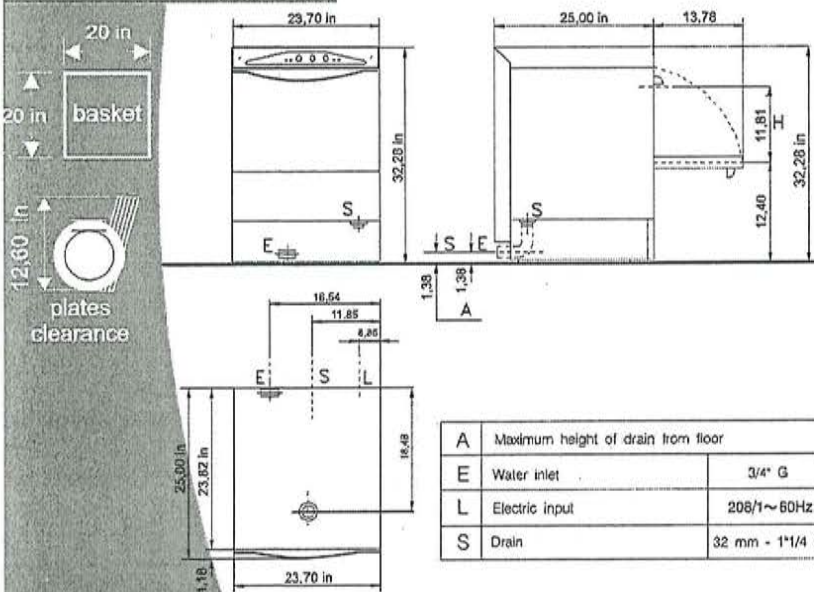
Accessories:

- 1 basket for dishes;
- 1 generic basket;
- 1 cutlery container;

OPTIONS,

- Stainless steel base H17,72 inch,

| Specifications | DSP4 | |
|-----------------------------|----------------------|----------|
| VOLTAGE | 208 V1ph 60Hz | V |
| WASHING PUMP | 550 | W |
| WASH TANK ELEMENTS | 2000 | W |
| RINSE TANK ELEMENTS | 3000 | W |
| TOTAL RATING | 3550 | W |
| MAX CURRENT INTENSITY | 17/15 | A |
| PLATES CLEARANCE | 11,81 | inch |
| WORK HEIGHT | 12,40 | inch |
| TANK CAPACITY | 4 | Gal. |
| BOILER CAPACITY | 1,32 | Gal. |
| PUMP DELIVERY | 69 | Gal./min |
| WATER CONNECTION | 131 | °F |
| WATER CONSUMPTION PER CYCLE | 0,6 | Gal. |
| WATER CONSUMPTION PER HOUR | 19 | Gal. |
| INLET WATER PRESSURE | 40÷80 | psi |
| WATER HARDNESS | 7,2 + 12,5 | °f |
| RINSING WATER TEMPERATURE | 180 + 195 | °F |
| WATER INLET | 3/4" | "G |
| WATER OUTLET | 1"1/4 | "G |
| NET WEIGHT | 62 | Kg |
| GROSS WEIGHT | 70 | Kg |
| PACKING SIZE | 25,50Wx28,74Dx38,58H | inch |
| NOISE LEVEL | <70 | dB(A) |



| | | |
|---|------------------------------------|-----------------|
| A | Maximum height of drain from floor | |
| E | Water inlet | 3/4" G |
| L | Electric input | 208/1~60Hz |
| S | Drain | 32 mm - 1"1/4 G |

The manufacturer reserves the right to make modifications of materials and models without warning.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <cliftonpark@hdgwebhost.com>
Sent: Wednesday, December 13, 2023 7:47 AM
To: Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Christopher, O'Hara; Agatha, Reid; John Scavo
Subject: New Resolution Request #569

A new resolution request has been submitted. The details of this resolution request are included below.

Department: Buildings & Grounds - Senior Center
Your Name: Daniel Clemens
Your Email: dclemens@cliftonpark.org
Sponsor: P. Barrett
Meeting Date: 12/18/2023
Alternate Date: 01/02/2024
Budget Number: A-1624-200
Budget Description: General Fund - H. Kinns Community Center - Equipment
Amount: 5,857
Brief Description: Purchase a new commercial grade dishwasher for the senior center
Add Supporting Docs:
[b099b305664bf71b Senior Center Dishwasher resolution packet 12.13.23.pdf](#)
Additional Comments/Details: County will be paying for 75%
Agree to Terms: Agree

RESOLUTION
4

Resolution No. _____ of 2023, a resolution scheduling a public hearing to consider adoption of Local Law No. __ of 2024, a local law amending Section 103-16 of the Town Code, Building Permit Fees.

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

WHEREAS, Wade Schoenborn, Director of Building and Development, has recommended amending Section 103-16 Building Permit fees; and

WHEREAS, the Town Board wishes to schedule a public hearing to obtain input regarding the proposed changes; now therefore be it

RESOLVED, that a public hearing is scheduled for January 2, 2024 at 7:35 P.M. in the Wood Memorial Room, One Town Hall Plaza, Clifton Park, NY, to consider adoption of Local Law No. __ of 2024, a local law amending Section 103-16 of the Town Code, Building Permit fees; and be it further

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

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

§ 103-16 Permit fees.

[Amended 9-15-1988 by L.L. No. 15-1988; 10-17-1988 by L.L. No. 23-1988; 12-16-1996 by L.L. No. 14-1996; 4-6-1998 by L.L. No. 2-1998; 11-19-2001 by L.L. No. 16-2001; 10-6-2003 by L.L. No. 5-2003; 10-10-2006 by L.L. No. 9-2006; 2-7-2011 by L.L. No. 1-2011; 2-13-2013 by L.L. No. 3-2012; 10-20-2014 by L.L. No. 8-2014; 10-13-2015 by L.L. No. 10-2015; 11-16-2015 by L.L. No. 13-2015; 7-5-2016 by L.L. No. 4-2016; 1-4-2021 by L.L. No. 1-2021; 11-1-2021 by L.L. No. 8-2021]

Except as set forth hereinabove, the Building Inspector shall collect, at the time of a building permit application, a building permit fee pursuant to the following schedule:

| Permit | Current Fee | Proposed New Fee <u>Changes Only</u> |
|--|-------------|--|
| New structures or additions to existing structures: | | |
| Per 100 square feet of floor area or portion thereof | [\$25] | <u>\$30</u> |
| Minimum charge | [\$75] | <u>\$80</u> |
| Residential remodeling or renovations, i.e., conversions of uninhabitable to habitable space (garage to living space); any structural change to the building; any structural change to the foundations; door and window changes | | |
| Per 100 square feet of floor area or portion thereof | [\$25] | <u>\$30</u> |
| Minimum charge | [\$75] | <u>\$80</u> |
| Toolsheds, storage buildings and garages, either metal or wood, regardless of whether they are permanent or portable. (No permit is required for a structure less than 144 square feet in floor area. However, it must adhere to sideline and rear line setbacks.) | | |
| Per 100 square feet of floor area or portion thereof | [\$15] | <u>\$20</u> |
| Minimum charge | [\$75] | <u>\$80</u> |
| Tents or inflatable structures (special events) | [\$50] | <u>\$55</u> |

| Permit | Current Fee | Proposed New Fee <u>Changes Only</u> |
|--|--------------------|---|
| Reroofing: | | |
| Residential | [\$65] | <u>\$70</u> |
| Commercial | [\$275] | <u>\$285</u> |
| Siding: | | |
| Residential | [\$65] | <u>\$70</u> |
| Commercial | [\$275] | <u>\$285</u> |
| Patios and decks: | | |
| Residential | [\$65] | <u>\$70</u> |
| Commercial | [\$275] | <u>\$285</u> |
| Swimming pools (in-ground or aboveground) | | |
| Residential | [\$65] | <u>\$70</u> |
| Commercial | [\$275] | <u>\$285</u> |
| Chimneys, fireplaces and inserts, wood stoves, HVAC and water heaters | | |
| Residential | [\$65] | <u>\$70</u> |
| Commercial | [\$275] | <u>\$285</u> |
| Septic systems (new or replaced) | | |
| Residential | [\$65] | <u>\$70</u> |
| Commercial | [\$275] | <u>\$285</u> |
| Sewer and water utility lines, to include lateral connections | | |
| Residential | [\$65] | <u>\$70</u> |
| Commercial | [\$275] | <u>\$285</u> |

| Permit | Current Fee | Proposed New Fee <u>Changes Only</u> |
|--|-------------|--|
| Demolition | | |
| Residential | [\$65] | <u>\$70</u> |
| Commercial | [\$275] | <u>\$285</u> |
| Utility lines other than laterals (sewer, water, etc.) | [\$250] | <u>\$260</u> |
| <u>Wireless Telecommunication Facilities-</u> <u>New Tower or extension of existing tower</u> | | <u>\$6,000</u> |
| <u>New Wireless Communication equipment on existing facility</u> | | <u>\$3,500</u> |
| Solar Energy Systems | | |
| (1) <u>Roof-mounted and/or building integrated</u> | [\$75] | <u>\$80</u> |
| (2) <u>Commercial Solar Fees will be based on total costs of the project, as follows:</u> | | <u>\$135 for first \$1,000 in total project cost; \$12 for each additional \$1,000 in total project cost</u> |
| Commercial/nonresidential permits: | | |
| New structures, additions or alterations to existing structures: | | |
| Per 100 square feet of floor area or portion thereof | [\$40] | <u>\$50</u> |
| Minimum charge | [\$350] | <u>\$360</u> |
| Toolsheds, storage buildings and garages, either metal or wood, regardless of whether they are permanent or portable | | |
| Per 100 square feet of floor area or portion thereof | [\$40] | <u>\$50</u> |
| Minimum charge | [\$350] | <u>\$360</u> |
| Change of tenancy (no construction activity) | [\$225] | <u>\$235</u> |

| Permit | Current Fee | Proposed New Fee <u>Changes Only</u> |
|---|---|---|
| Tents or inflatable structures (special events) | [\$225] | <u>\$235</u> |
| Special use permit | | |
| Application only (site plan review fees apply separately) | [\$300] | <u>\$310</u> |
| Variances | | |
| Single-lot residence | [\$150] | <u>\$155</u> |
| All others, including logging | [\$300] | <u>\$310</u> |
| Signs | | |
| Per square foot | [\$6] | <u>\$16</u> |
| Minimum | [\$125] | <u>\$135</u> |
| Banner | | |
| A new business may display a grand opening banner, as permitted in Chapter 171, Signs, herein, once for a thirty-day period without incurring a permit fee. | | |
| Plan review (unless included in the permit fee) | 1/2 of the permit fee (or minimum) | |
| Residential minimum | [\$100] | <u>\$105</u> |
| Commercial minimum | [\$300] | <u>\$310</u> |
| Soil-disturbing activity (SDA) | [\$225] minimum plus \$50 per acre for each acre or partial acre exceeding 1 acre of soil-disturbing Activity | <u>\$235</u> |
| Residential, per 100 square feet of floor area or portion thereof | [\$15] | <u>\$20</u> |
| Residential minimum | [\$75] | <u>\$80</u> |
| Commercial, per 100 square feet of floor area or | [\$30] | <u>\$40</u> |

| Permit | Current Fee | Proposed New Fee <u>Changes Only</u> |
|---|--------------------|---|
| portion thereof | | |
| Commercial minimum (Note: The original permit fee covers the initial plan review and one re-review, if required. Projects requiring a third or more review will be charged an additional fee equal to 5% of the overall permit cost.) | [\$300] | <u>\$310</u> |
| Renewal of permit | | |
| Residential | [\$75] | <u>\$80</u> |
| Commercial | [\$300] | <u>\$310</u> |
| Permit extension after two-year limit (6 months maximum) | | |
| Residential | [\$150] | <u>\$160</u> |
| Commercial | [\$500] | <u>\$510</u> |
| Timber harvesting | [\$300] | <u>\$305</u> |
| Agricultural buildings | | |
| Per 100 square feet or any portion thereof | [\$5] | <u>\$15</u> |
| Minimum charge | [\$50] | <u>\$60</u> |
| Remodeling or renovation to an agricultural building | | |
| Per 100 square feet or any portion thereof | [\$5] | <u>\$10</u> |
| Minimum charge | [\$50] | <u>\$55</u> |
| Fireworks permits for individuals or vendors | [\$100] per event | <u>\$110</u> |
| Surcharge for inspections before or after normal business hours or for special events (not including fireworks); 3-hour minimum | [\$75]/hour | <u>\$85</u> |

Permit

Current Fee

**Proposed
New Fee
Changes Only**

Contractors found working without a permit when required will be charged an amount equal to double the permit minimum fee as a condition of issuing the permit.

| 2023 Fee Schedule | FEE SCHEDULE | |
|------------------------------|---|-----------------------------|
| RESIDENTIAL | PERMIT | COMMERCIAL |
| \$65.00 | 790 Reroof/Reside 791 | \$275.00 |
| \$65.00 | 434 Deck/Patio | \$275.00 |
| \$65.00 | 775 FP/785 Furnace/785 WHI/776 Chimney | \$275.00 |
| \$65.00 | 329 Pool/Hot Tub | \$275.00 |
| \$25/ 100 S.F./Min \$75.00 | 434 Addition/ Remodel/Renovations/Foundation/Door/ 792 Window | \$40/ 100 S.F./Min \$350.00 |
| \$15/ 100 S.F./Min \$75.00 | 328/Shed/ 438 Detached Garage/Storage Building | \$40/ 100 S.F./Min \$350.00 |
| \$25/ 100 S.F./Min \$75.00 | 101 SFR/Addition | |
| \$65.00 | New Bldg/Addition/Renovation | \$40/100 S.F./Min \$350.00 |
| \$15/ 100 S.F./Min \$75.00 | 645-649 Demolition | \$275.00 |
| \$65.00 | 891 Revision | \$30/100 S.F./Min \$300.00 |
| \$75.00 | 730 Septic/725 Sewer/727 Water | \$275.00 |
| \$150.00 | 881 Renewal After Expired | \$300.00 |
| Double The Fee | 882 Six Month Extension | \$500.00 |
| \$5/ 100 S.F./Min \$50.00 | 904 Working w/o Permit | Double The Fee |
| 1/2 Fee/Min \$100.00 | 702 Agricultural Building | \$5/ 100 S.F./Min \$50.00 |
| 5% of Permit Cost (SFR Only) | 900 Plan Review w/o Permit Issuance | 1/2 Fee/Min \$300.00 |
| \$50.00 | Additional Plan Review w/Permit After 2 Reviews | 5% of Permit Cost |
| \$150.00 | 870 Change of Tenant | \$225.00 |
| \$300.00 | Tents | \$225.00 |
| \$75.00 | 850 Sign | \$6/Per S.F./Min \$125.00 |
| \$1,000.00 | 800-825 All Variances | \$300.00 |
| | 830 Special Use Permit - Application Only | \$300.00 |
| | Banner 30 Day - Only New Business | \$0.00 |
| | Timber Harvest | \$300.00 |
| | 787 Solar System | \$350.00 |
| | PV Solar Farm | \$1,000.00 |
| | 876 Firework | \$100.00 |
| | 878 Firework Surcharge | \$75/hr Min 3 hours |

2024 Proposed Fee Schedule

| RESIDENTIAL | | COMMERCIAL | |
|---|--|---|--|
| FEE SCHEDULE | | | |
| PERMIT | | | |
| \$70.00 | 790 Reroof/Reside 791 | | \$285.00 |
| \$70.00 | 434 Deck/Patio | | \$285.00 |
| \$70.00 | 775 FP/785 Furnace/785 WH/776 Chimney | | \$285.00 |
| \$70.00 | 329/Pool/Hot Tub | | \$285.00 |
| \$30/100 S.F./Min \$80.00 | 434 Addition/Remodel/Renovations/Foundation Door/792 Window | | \$50/100 S.F./Min \$360.00 |
| \$20/100 S.F./Min \$80.00 | 328/Shed/438 Detached Garage/Storage Building | | \$50/100 S.F./Min \$360.00 |
| \$30/100 S.F./Min \$80.00 | 101 SFR/Addition | | |
| | New Bldg/Addition/Renovation | | \$50/100 S.F./Min \$360.00 |
| \$70.00 | 645-649 Demolition | | \$285.00 |
| \$20/100 S.F./Min \$80.00 | 891 Revision | | \$40/100 S.F./Min \$310.00 |
| \$70.00 | 730 Septic/725 Sewer/727 Water | | \$285.00 |
| \$80.00 | 881 Renewal After Expired | | \$310.00 |
| \$160.00 | 882 Six Month Extension | | \$510.00 |
| Double The Fee | 904 Working w/o Permit | | Double The Fee |
| \$10/100 S.F./Min \$55.00 | 702 Agricultural Building | | \$15/100 S.F./Min \$60.00 |
| 1/2 Fee/Min \$105.00 | 900 Plan Review w/o Permit Issuance | | 1/2 Fee/Min \$310.00 |
| 5% of Permit Cost (SFR Only) | Additional Plan Review w/Permit After 2 Reviews | | 5% of Permit Cost |
| \$55.00 | 870 Change of Tenant Tents | | \$235.00 \$235.00 |
| \$155.00 | 850 Sign 800-825 All Variances | | \$16/Per S.F./Min \$135.00 \$310.00 |
| \$305.00 | 830 Special Use Permit - Application Only Banner 30 Day - Only New Business | | \$310.00 \$0.00 |
| \$80.00 | Timber Harvest 787 Solar System | | \$310.00 \$360.00 |
| Fee is based on total cost of project. \$135.00 for first \$1,000 \$12.00 For Each Additional \$1,000 | PV Solar Farm | Fee is based on total cost of project. \$135.00 for first \$1,000 \$12.00 For Each Additional \$1,000 | |
| | 876 Firework | | \$110.00 |
| | 878 Firework Surcharge | | \$85.00/Hr Min 3 Hours |

Cynthia, Zlogar

From: Town of Clifton Park Official Website <cliftonpark@hdgwebhost.com>
Sent: Thursday, December 14, 2023 8:13 AM
To: Cynthia, Zlogar; Tom McCarthy; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Christopher, O'Hara; Agatha, Reid; John Scavo
Subject: New Resolution Request #570

A new resolution request has been submitted. The details of this resolution request are included below.

Department: Building and Development

Your Name: Wade Schoenborn

Your Email: wschoenborn@cliftonpark.org

Sponsor: Phil Barrett

Meeting Date: 12/18/2023

Alternate Date: 01/08/2024

Budget Number: N/A

Budget Description: N/A

Amount: N/A

Brief Description: Request to Hold Public Hearing to adjust the Building Permit Fee schedule

Add Supporting Docs:

[9cb60ed7c9b2d355_doc02293720231214075529.pdf](#)

Additional Comments/Details: Requesting to Adjust permit fees to align with todays economy and current operational costs

Agree to Terms: Agree

RESOLUTION
#5

Resolution No. ___ of 2023, a resolution authorizing the Supervisor to sign a proposal agreement for professional engineering services for the conceptual design support for a proposed new Highway Garage Storage building.

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

WHEREAS, on August 17, 2021, an accidental fire occurred and caused severe damage to the storage building locally known as the "White Building", which was used primarily by the Highway Department, and

WHEREAS, the "White Building" was insured against property, fire and casualty losses through Selective Insurance Policy #S1801921, which includes replacement value coverage for the structure, and

WHEREAS, by Resolution No. 20 of 2022, passed at the January 10, 2022 Town Board meeting, the Highway Superintendent, Dahn Bull, was authorized to notify Selective Insurance of the Town's intent to accept Selective Insurance's estimate of the recoverable depreciation of the structure, and to begin planning, designing, and preparing bid documents for the construction of a new, modern garage facility for the Highway Department, on Highway Department property, and

WHEREAS, the Town Supervisor solicited a bid from a qualified engineering firm for engineering services relative to a new building for the Highway Department, and

WHEREAS, Prime Engineering has submitted a proposal for professional engineering services relative to the building in the amount of \$28,500.00, and

WHEREAS, the Supervisor recommends the retention of Prime Engineering for the work, based on their experience and familiarity with project needs; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached proposal for the professional engineering services for conceptual design support from Prime Engineering, and be it further

RESOLVED, that the comptroller is authorized to compensate Prime Engineering, in the amount not to exceed \$28,500.00 for engineering services prior to construction, with a transfer from Unassigned Fund Balance (A-914) to A -5132-135 (General Fund- Highway Garage-Engineering).

Resolution No. 20 of 2022, a resolution authorizing acceptance of depreciation estimates from Selective Insurance for the fire loss in the Highway Department, and authorizing preparations for demolition and replacement of the "White Building".

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

WHEREAS, on August 17, 2021, an accidental fire occurred and caused severe damage to the facility locally known as the "White Building", which was used primarily by the Highway Department, and

WHEREAS, the "White Building" was insured against property, fire and casualty losses through Selective Insurance Policy # S1801921, which includes replacement value coverage for the structure, and

WHEREAS, the "White Building" housed various pieces of equipment and machinery, a woodshop, 7 bays for plow trucks over the winter months, as well as storage for several departments, and

WHEREAS, Selective Insurance has estimated a recoverable depreciation amount for the damaged structure in the amount of \$69,330.97, and

WHEREAS, the Highway Department has outgrown its current facilities through a growing community, and expansion in responsibilities, while developing shared services throughout town, and the Town Board supports the design and construction of replacement facilities utilizing proceeds from the Selective Insurance fire loss claim, and

WHEREAS, through Resolution No. 225 of 2021, Prime AE Engineering has been employed to assist the Highways Superintendent in the design and construction of a permanent awning, as well as assisting in the planning and documentation of losses to support the relevant insurance claims; now, therefore, be it

RESOLVED, that the Town Board finds that it is not economic to repair the damaged structure, and that it is in the best interest of the Town to demolish and replace the "White Building", and be it further

RESOLVED, that the Town Board authorizes the Superintendent of Highways Dahn Bull, to continue working with Prime AE Group of New York in the demolition of the "White Building" and design of a new facility, and be it further

RESOLVED, that Prime AE Group of New York, will continue to work at the contractual rates that have been previously adopted by the Town Board through Resolution No. 1 of 2022, with expenditures to be drawn from the insurance proceeds, and be it further

RESOLVED, that the Superintendent of Highways is authorized to notify Selective Insurance of the Town's intent to accept Selective Insurance's estimate of recoverable depreciation

of \$69,330.97 and to request those funds when contracts to replace the damaged structure are awarded; and be it further

RESOLVED, that the Superintendent of Highways is hereby authorized to begin planning, designing, and preparing bid documents for the construction of a new, modern garage facility for the Highway Department, to be relocated on Highway Department property.

ROLL CALL VOTE

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

Noes: Supervisor Barrett

DECLARED ADOPTED

January 10, 2022

Teresa Brobston, Town Clerk



Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

December 11, 2023

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

**Re: Town of Clifton Park
New Highway Garage Storage Building Project
Proposal for Conceptual Design Engineering Services**

Dear Supervisor Barrett:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to submit this proposal to provide engineering services associated with the conceptual design of the proposed New Highway Garage Storage Building Project. As per our previous discussions, we understand that due to the fire at the Old Highway Garage Storage Building, the Town Highway Department would like to construction of a new approximately 80 foot by 160 foot facility adjacent to the old building, which has been demolished. The Town wants the garage to have a drive-through layout with overhead doors at each end of the building, angled parking along each side wall, office space, mezzanine area for storage, restrooms/locker rooms, and wash bay area. As part of this project, the 4 westerly bays in the existing 7 bay Highway Garage Storage Building will have concrete floors, wall and ceiling insulation, wall and ceiling metal paneling, and new LED lights installed. Also, as part of the project we would look at moving the existing storage building located at the northwest corner of the Town Highway Facilities parcel next to the Town Buildings & Grounds blue storage building near the Commons and also investigate and find a solution for the existing drainage issues at the Town Hall parking lot area next door. We propose the following scope of services described in detail below.

A. Base Services

Conceptual Design

PRIME AE will perform the following project conceptual design activities:

1. Conduct a project kickoff meeting with Town Officials, as required to gain a thorough understanding and endorsement of the overall scope and schedule of the project.
2. Perform a limited topographical survey within the proposed project limits including Town Hall parking lot drainage and the area where the existing storage building will be relocated to create a base map. Take dimensions of Town Highway vehicles that the Town wishes to be factored into the new building interior layout.
3. Review available existing record drawings for utilities (storm sewer, electric, gas, cable, phone, water, sanitary sewer) within the project area from the appropriate owners and confirm the locations in the field where possible. These will be incorporated into the base mapping.
4. Prepare a conceptual site plan with new building layout considering the site, utility constraints, and the new and existing stormwater considerations for the Town Hall parking lot. This will include a new parking lot for up to 40 employee vehicles and will incorporate the proposed new fuel island (designed by others).

5. Develop a conceptual interior building layout for space planning purpose discussion with the Town. The layout will incorporate the actual dimensions of all Town Highway vehicles that are planned to be housed inside the new building.
6. Identify and list required permits, including Town Building Permits.
7. Submit a level IV Opinion of Probable Construction Cost (OPCC).
8. Conduct a preliminary project planning review meeting with the Town Officials to confirm proposed conceptual design.
9. Update and issue the conceptual site plan & floor plan based on Town feedback. We will complete up to 3 alternate layouts each for the site plan & floor plan.
10. Present the selected conceptual design layout and drawings to Town Officials at a future Town Board Meeting.

B. Fee

We propose to complete the above scope of work for an estimated lump sum fee of **\$28,500.00**, to be billed monthly on a percent complete basis.

- C. Exceptions and Limitations – The work described above does not include Geotechnical Services, hazardous material remediation, preliminary or final design, bid phase, construction phase administration, and construction inspection services. We can provide a separate proposal for these services at the request of the Town.

D. Additional Services

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

E. Access to Client Facilities.

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

F. Terms & Conditions

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

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

Sincerely,

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

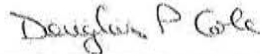


Jeffrey D. Trzeciak, P.E.
Senior Project Manager II

Enclosure: Terms & Conditions

AGREED TO BY TOWN OF CLIFTON PARK:

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



Philip C. Barrett, Town Supervisor

Douglas P. Cole, P.E. – Senior Director
of Engineering - NY

DATE: _____

DATE: 12/11/2023 _____



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

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

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

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

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

6. **Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will furnish insurance certificates to Client reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance. Client



will be named additional insured on all policies except Workers' Compensation and Professional Liability.

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

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

9. Suspension of Services and Termination. Either party may, at any time, suspend further services or terminate

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

10. Force Majeure. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate



PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

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

12. Services During Construction. If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the

Trust is Built.

www.primeeng.com

project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

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

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

15. Opinion of Probable Costs. When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market



conditions or contractors' methods of determining prices or performing the services.

16. Limitation of Liability. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to \$1,000,000.

17. Dispute Resolution. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. Indemnification. (a) With respect to non-professional services (general liability), the PRIME AE agrees to indemnify, defend and hold the Client and their respective partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of PRIME AE's employees, to the extent caused by the act, omission, or breach of contract of or by the PRIME AE, or its subconsultants, in providing the Services hereunder. (b) With respect to professional services (professional liability), the PRIME AE agrees to indemnify and hold the Client and their respective

directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily injury or death ("Damages"), including claims of PRIME AE's employees, to the proportionate extent caused by the negligent act, error, omission, or breach of contract of or by the PRIME AE, or its subconsultants, in providing the Services hereunder. PRIME AE's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by PRIME AE's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

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

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

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

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

23. Assignment. No assignments by Client of this Agreement or of any monies due or to become due



hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.