

# TOWN OF CLIFTON PARK TOWN BOARD MEETING

May 20, 2024

The Town Board meeting can be viewed live by visiting [www.cliftonpark.org](http://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**

- **Presentation: Clifton Park/Halfmoon Ambulance- File for Life**
- **7:02pm: Public hearing on proposed amendments to Town Code Chapter 125-6, Term Conservation Easement procedure**
- **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**

TOWN OF CLIFTON PARK  
COUNTY OF SARATOGA  
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING AMENDING THE APPLICATION PROCEDURE FOR A  
CONSERVATION EASEMENT.

Please take notice that a public hearing will be held by the Town Board of the Town of Clifton Park on the 20<sup>th</sup> of May, 2024 at 7:02PM in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Clifton Park, NY, at which time and place public comment to the Town Board may be made with regard to Chapter 125-6, amending the procedure for the consideration and recommendations on applications for term conservation easements. Copies of the proposed law may be inspected at the Office of the Town Clerk of the Town of Clifton Park during normal business hours.

Teresa Brobston  
Clifton Park Town Clerk

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

**§ 125-6 Procedure for granting term easement.**

**[Amended 5-3-2004 by L.L. No. 1-2004; 12-1-2008 by L.L. No. 8-2008]**

- A. Eligible property. A term easement may be requested for property in the Town of Clifton Park based on the following criteria: an historic building or landmark for an historic preservation easement, a minimum of 15 acres per lot, or a minimum of 7.5 acres each for any two adjoining lots.
- B. Types of term easements. The following types of term easements may be proposed:
- (1) Open space term conservation easement. A minimum of 15 acres per lot or a minimum of 7.5 acres each for any two adjoining lots is required. For an open space term conservation easement, the applicant agrees that land under easement will not be developed, built upon or otherwise changed during the term of the easement.
  - (2) Farmland term conservation easement (farming purposes): the same as Subsection A(1), except that farm structures as described in §§ 208-7 and 208-8 of the Town Code which are used as part of an active agricultural operation are permitted and are granted the same percentage of easement value remaining taxable on the land. The land and buildings under easement shall be principally and actively used for farming purposes for the term of the easement, but approved farming easement applicants can also apply for other tax saving programs without penalty. The Town's term conservation easement will be applied first and cannot be shifted from one program to another.
  - (3) Historic preservation term easement: The applicant shall preserve the historic property as described in Article XIII of Chapter 208, § 208-78, of the Town Code.
- C. Owner application requirements.
- (1) Any owner or owners of eligible property shall complete a term conservation easement application and submit it to the Town Clerk, who shall refer such application to the [Town Board.] Open Space Coordinator. The term easement application form is available in the Town Clerk's office. The application shall also include a copy of a full-size Tax Map showing the property, if the entire parcel is being encumbered, or a copy of a survey map and metes and bounds description of the proposed area if it is part of a parcel.
  - (2) Application fee. The owner shall pay to the Town an application fee of \$15, which shall be deemed a reasonable sum to cover the costs of administration, no part of which shall be returnable to the applicant.
- D. Review procedures.
- (1) [Town Board referrals. The Town Board shall refer such applications to the Open Space Coordinator and the Planning and Zoning Department, and also to the applicable advisory committees such as the Historic Preservation Commission and/or the Open Space, Trails and Riverfront Committee, for review and comments within 45 days, if deemed necessary and/or appropriate.] **Amended 5-11-2020 by L.L. No. 5-2020; 12-12-2022 by L.L. No. 3-2022]**
  - (1). The Open Space Coordinator will review the application with the Open Space, Trails and Riverfront Committee or Historic Preservation Commission, as the case may be, as well as the Planning Director.
  - (2) Review and recommendations. Upon receipt of each proposal, the Open Space Coordinator and

representatives of each applicable advisory committee and the Planning Board shall investigate the subject property to determine if the proposal would be of benefit to the people of the Town of Clifton Park. If the Historic Preservation Commission and Planning Board, if such a referral has been made by the Town Board, determines that it is in the public interest to accept such a proposal, each shall recommend to the Town Board that it hold a public hearing for the purpose of determining whether or not the Town should accept such proposal. **[Amended 1-12-2015 by L.L. No. 2-2015]**

- (3) Public hearing by Town Board. The Town Board shall[, within 45 days of receipt of such advisory opinion,] hold a public hearing concerning such proposal no later than the first Town Board meeting in February of each tax year. [at a place within the Town of Clifton Park.] At least 10 days' notice of the time and place of such hearing shall be published in a paper of general circulation in such Town, by the Town Clerk. A written notice of such proposal shall be mailed by the applicant to all adjacent property owners and to any municipality whose boundaries are within 500 feet of the boundaries of said proposed area and to the school district in which it is located. Receipts of mailing shall be submitted to the Town Clerk's office prior to the date of the public hearing.
- (4) Determination. The Town Board, after receiving the advisory reports and after such public hearing, may adopt the request for a term easement proposal or any modification thereof it deems appropriate or may reject it in its entirety.
- (5) Recording agreement. If such proposal is adopted by the Town Board, it shall be executed by the owner or owners in written form and in a form suitable for recording in the Town Clerk's office.
- (6) Cancellation. Said agreement may not be canceled by either party. However, the owner or owners thereof may petition the Town Board for cancellation upon good cause shown, and such cancellation may be granted only upon payment of the penalties provided in § 125-8 herein.

Resolutions for Consideration  
Clifton Park Town Board Meeting  
May 20, 2024

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Senior Center	Authorize the Music Company Orchestra to serve alcohol at the Clifton Park Senior Community Center on June 15, 2024 from 4:00pm to 7:00pm	P. Barrett
2. Senior Center	Authorize the North Indian Hindu Association of Albany to serve alcohol at the Clifton Park Senior Community Center on June 1, 2024	P. Barrett
3. Senior Center	Authorize an increase in revenues and expenditures for a multi-day trip sponsored by the Senior Community Center	P. Barrett
4. Planning	Authorize Supervisor to execute a NYSEFC WIIA Grant application for Eastside Drive Water Project	P. Barrett
5. Planning	Authorize the Supervisor to execute a contract with MJ Engineering for engineering services related to a proposal to form a Water District for a portion of Grooms Road	P. Barrett
6. Planning	Authorize engagement of professional planning and farmland protection consultant services related to the 2023 NYS Farmland Protection Planning Grant received by the Town	P. Barrett
7. Planning	Schedule a Public Hearing on June 6, 2024 at 7:05pm to amend Town Code Chapter 208 to allow sales, maintenance, manufacturing and distribution of zero-emission vehicles and electric vehicles, and to allow commercial recreation facilities in the B-5, LI-1 and LI-2 Zoning Districts	P. Barrett
8. Planning	Authorize amending the title of the current Stormwater Management Officer, Scott Reese, to Stormwater Program Coordinator	P. Barrett

9. Planning	Authorize inspection and design services from CHA Consulting, Inc. for a project associated with attaching to National Grid's utility poles to expand the Town's current footprint and customer base.	P. Barrett
10. Planning	Award NYS Rt. 146 Sidewalk Extension project to James H. Maloy, pursuant to competitive bid	P. Barrett
11. Parks & Recreation	Authorize hiring Kalia Bernaski as the Tiny Hands Assistant Director for the 2024 Summer Season	L. Walowit & A. Reid
12. Parks & Recreation	Authorize promotion of Nick Bass from full-day Summer Camp Counselor to half-day Camp PE Specialist (Okte)	L. Walowit & A. Reid
13. Parks & Recreation	Authorize Supervisor to approve an agreement with the Piranhas Swim Club for use of the Country Knolls Pool	L. Walowit & A. Reid
14. Buildings & Grounds	Authorize Patriot Onsite Generator Service LLC to supply and install a new radiator in the emergency backup generator at the Public Safety building	P. Barrett
15. Buildings & Grounds	Authorize AFSCO Fence Supply Co., Inc to replace the fencing in the center sections of the backstops at Clifton Common softball fields 1-4	A. Morelli
16. Buildings & Grounds	Authorize hiring of seasonal labor for 2024 Summer season	P. Barrett
17. Town Board	Schedule a Public Hearing on June 6, 2024 at 7:02pm to consider reducing an area restriction within the North Crest Village (Tallow Wood) Planned Development District (PDD)	P. Barrett
18. Town Board	Appoint David Urkevich as member on the Open Space, Trails and Riverfront Committee	P. Barrett
19. Town Board	Authorize the promotion of William Torres from seasonal employee in the Buildings and Grounds Department to Recreation Attendant at the Clifton Park Senior Community Center	P.Barrett

- |             |   |            |
|-------------|---|------------|
| 20. Highway | Authorize the Highway Department to contract for paving piggybacking off of Saratoga County Paving Services Contract 24-PWPSR-46R | D. Bull    |
| 21. Sewer   | Declare an emergency pursuant to GML 103(4) relative to a sewer main backup at a residence at 6 Briarfield Drive                  | P. Barrett |
| 22. Sewer   | Authorize additional pipe sliplining in the Shirewood Subdivision, Sewer District #2  | P. Barrett |

# **RESOLUTION**

**#1**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing alcoholic beverages to be served at a gathering to be held at the Clifton Park Senior Community Center on June 15, 2024.

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

WHEREAS, the Music Company Orchestra, Saratoga Springs, NY, is hosting an anniversary celebration on June 15, 2024, and

WHEREAS, a request has been received for permission to serve alcohol in the form of beer and/or wine at the event, now, therefore, be it

RESOLVED, that the Music Company Orchestra, Saratoga Springs, NY, is hereby authorized to serve beer and/or wine at a gathering at Clifton Park Senior Community Center on June 15, 2024, from 4:00pm-7:00pm, consistent with the terms of the permit application received in the office of Clifton Park Senior Community Center.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, March 28, 2024 4:16 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #716

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

**Department:** Senior Center

**Your Name:** Stacie Agostino

**Your Email:** [sagostino@cliftonpark.org](mailto:sagostino@cliftonpark.org)

**Sponsor:** S. Leonard

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** NA

**Budget Description:** NA

**Amount:** 0

**Brief Description:** The Music Company Orchestra is requesting an alcohol permit for their 50th Anniversary dinner on 6/15/24

**Add Supporting Docs:**

[cba86d6220bd7c6d Music Company Orchestra 2024 Rental Agreement.pdf](#)

**Additional Comments/Details:** Rental agreement and permit request attached.

**Agree to Terms:** Agree

[unsubscribe](#)



# Town of Clifton Park

## Clifton Park Senior Community Center

\* 6 Clifton Common Court, Clifton Park, New York 12065 \* 518-383-1343 \*

### 2024 Facility Rental Agreement

#### General Information

Name of Organization: Music Company Orchestra Today's Date: 3/15/24

Contact Person: \_\_\_\_\_

Address: PO Box 132 City: Saratoga Springs

Phone (home): \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

Date of Rental: 6/15/24 Start Time: 4:00pm End Time: 7:00pm

Purpose of Event: 50<sup>th</sup> Anniversary Celebration

Number of Attendees: 100-120 Is your organization a 501(c)(3)? (proof required) yes

**\*Rental is not guaranteed until payment and signed Agreement is received\***

*Carry in, carry out policy in effect for all events. All checks are to be made payable to: Town of Clifton Park.*

Description	Regular Rate	Non-Profit <small>*Must have a 501(c)(3)</small>	# of Hours	Fee
Security Deposit	\$100	\$100	-	\$100
Community Room - Full Room	\$90 per hour	\$60 per hour	3	\$180
Community Room - Half Room	\$60 per hour	\$40 per hour		
Studio/Activity Room	\$60 per hour	\$40 per hour		
Creative Design Room	\$35 per hour	\$25 per hour		
Kitchen	\$90 per day	\$90 per day		
Room Set-up/ Break-down Fee (may be available upon request)	\$100 (if available)	\$100 (if available)		
Alcohol Permit	\$25	\$25		\$25
Special Instructions:	Total Due: \$100 + \$205			
Open at 3:30pm	Amount Paid: #2179 #2180 \$305 \$100 + \$205			
Close at 7:30pm	Balance: 0			

Facility Rental Permit is governed by the following conditions:

- Permits valid for agreed upon date or dates, restricted to area/room (*the lobby is not rentable*), and number of participants as indicated on permit.
- All renters must provide a \$100 security deposit to be paid in full, with a separate check from the rental fee, **at the time of reservation**. The security deposit will be applied to any cleaning, theft, damages upon completion of the event and will be held in escrow and refunded upon completion of the rental. In the event of misconduct or the misuse of the facility by the lessee, the Town of Clifton Park may take action and require the renter to reimburse the Town for damages suffered or extra expenses incurred including, but not limited to, the forfeiture of a portion or the entire security deposit.
- Cancellation requests less than 2 weeks of rental date will result in forfeiture of \$100 Security Deposit.
- Area and facility must be left clean and in the same condition in which it was found. Any damage incurred is the responsibility of the renter.
- Renter are not to use any rooms/areas of the building except what was rented, excluding restrooms.
- **All food/drink shall be removed at the conclusion of the event. The Town has a carry in carry out policy on garbage. All garbage shall be removed and placed in the proper receptacle located in the back of the building.**
- Smoking is not allowed in any part of the building. There is to be no open flames, i.e. candles, lanterns, allowed for use.
- On site supervision **is required** for all youth groups/events.
- At no time is the building/room occupancy to be exceeded and all fire doors and emergency exits must remain unblocked.
- Use of kitchen must be agreed upon in advance and requires an additional fee.
- Town of Clifton Park rules shall be adhered to. Immediate termination of the event and removal from the premises may occur by an authorized representative of the Town if in violation of these rules and regulations.
- Obnoxious behavior or excessive noise will not be permitted.
- Renter must retain Rental Agreement and make available upon request by park or police official.
- Open containers of alcoholic beverages are prohibited in the building, unless a permit has been issued which allows for the consumption of alcoholic beverages on the premises for which the permit has been issued. Such permits are authorized solely by the Town Board via resolution. A separate "Special Alcohol Use Permit Request" form must be submitted with this form.
- Use of Center equipment (i.e. projectors, PA system, televisions, coffee maker, dishwasher, speakers, etc.) is strictly prohibited.
- Renters must clean up all spills and sweep debris from wooden floors. Do not touch/play musical instruments without prior permission and do not handle the shades/blinds as they are delicate.
- Permit holder may be required to obtain and show proof of insurance naming Town of Clifton Park as an "Additional Insured".

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them.

Indemnity:

Music Company Orchestra (Diene) (Renter's Name) agrees to indemnify and hold the Town, its officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of MCO (Renter's Name) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 6/15/24 (Rental Date).

SIGNED: [Signature] APPROVED: \_\_\_\_\_ DATE: 3/15/24  
Permit Applicant



Clifton Park Senior Community Center  
 6 Clifton Common Court  
 Clifton Park, NY 12065  
 (518) 383-1343

**2024 Special Alcohol Use Permit Request**  
*(Please attach to Facility Permit Application)*

Name of Organization: Music Company Orchestra

Contact Person: \_\_\_\_\_

Phone (home): \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

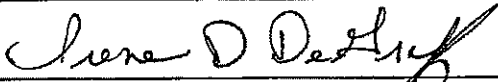
Date and Location of Event: 6/15/24 Clifton Park Senior Center

**Alcohol Permit is governed by the additional conditions:** *(please see initial conditions listed on Facility Permit Application)*

1. The permit is not transferable.
2. Permit is valid for specified date and time of event only.
3. Only beer and wine are allowed in Town parks or facilities. Glass beverage containers are not permitted.
4. Permit holder only is allowed to bring alcoholic beverages into the park and is responsible for the conduct of all group members.
5. Permit holder must retain permit and make available upon request by proper park official or security officer.
6. Permit holder will be responsible for assuring ALL MEMBERS of his/her party that consume alcohol are of legal age to drink alcoholic beverages according to New York State law.
7. Alcoholic beverages are not permitted in parking lots or children's play areas.
8. The sale of alcoholic beverages in Town parks or facilities is strictly prohibited.
9. Alcoholic beverages are not to be consumed by team members during athletic team competition.
10. You must be at least 21 years of age to purchase an alcohol permit.
11. Permit Request must be submitted at least 30 days prior to rental date.

**\$25 non-refundable fee must accompany special permit request.**

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them.

SIGNED:		DATE:	3/15/24
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For Office Use Only:

Date Sent to Town Board for Resolution: \_\_\_\_\_

Date on Town Board Agenda Date: \_\_\_\_\_

Approved: Yes/No

If Approved, Permit Issued and Mailed to Applicant: \_\_\_\_\_

RESOLUTION  
# 2

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing alcoholic beverages to be served at a gathering to be held at the Clifton Park Senior Community Center on June 1, 2024.

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

WHEREAS, the North Indian Hindu Association of Albany is hosting a gathering on June 1, 2024, and

WHEREAS, a request has been received for permission to serve alcohol in the form of beer and/or wine at the event, now, therefore, be it

RESOLVED, that the North Indian Hindu Association of Albany, is hereby authorized to serve beer and/or wine at a gathering at Clifton Park Senior Community Center on June 1, 2024, from 6:00pm-11:00pm, consistent with the terms of the permit application received in the office of Clifton Park Senior Community Center.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, April 3, 2024 10:07 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #725

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

**Department:** Senior Center

**Your Name:** Stacie Agostino

**Your Email:** [sagostino@cliftonpark.org](mailto:sagostino@cliftonpark.org)

**Sponsor:** S. Leonard

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** NA

**Budget Description:** NA

**Amount:** 0

**Brief Description:** The North Indian Hindu Association of Albany is requesting an alcohol permit for their event on 6/1/24

**Add Supporting Docs:**

[f7b61b294489a589 North Indian Hindu Assoc 2024 Rental Agreement and Alcohol Use Permit.pdf](#)

**Additional Comments/Details:** Rental agreement and permit request attached

**Agree to Terms:** Agree

[unsubscribe](#)



# Town of Clifton Park

## Clifton Park Senior Community Center

\* 6 Clifton Common Court, Clifton Park, New York 12065 \* 518-383-1343 \*

### 2024 Facility Rental Agreement

General Information

Name of Organization: North Indian Hindu Association of Albany Today's Date: 3/13/24

Contact Person: 1

Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone (home): \_\_\_\_\_ (cell) \_\_\_\_\_

Email: 1

Date of Rental: 6/1/24 Start Time: 6:00pm End Time: 11:00pm

Purpose of Event: Religious Event

Number of Attendees: 80 Is your organization a 501(c)(3)? (proof required)

**\*Rental is not guaranteed until payment and signed Agreement is received\***

*Carry in, carry out policy in effect for all events. All checks are to be made payable to: Town of Clifton Park.*

Description	Regular Rate	Non-Profit <small>(Must have a 501(c)(3))</small>	# of Hours	Fee
Security Deposit	\$100	\$100	-	\$100
Community Room - Full Room	\$90 per hour	\$60 per hour	5	\$300
Community Room - Half Room	\$60 per hour	\$40 per hour		
Studio/Activity Room	\$60 per hour	\$40 per hour		
Creative Design Room	\$35 per hour	\$25 per hour		
Kitchen	\$90 per day	\$90 per day		
Room Set-up/ Break-down Fee <small>(may be available upon request)</small>	\$100 (if available)	\$100 (if available)		
Alcohol Permit :	\$25	\$25		\$25
Special Instructions:	Total Due:			\$100 + \$325
	Amount Paid:			\$100 #900 \$325 CC
	Balance:			<u>0</u>



Clifton Park Senior Community Center  
 4 Clifton Community Center  
 Clifton Park, NY 12065  
 (518) 381-3300

**2024 Special Alcohol Use Permit Request**  
 (Under the Town of Clifton Park Permit Application)

Name of Organization: NYSK Indian Hindu Association of Albany  
 Contact Person: [Redacted]  
 Phone (Home): [Redacted] (Work): [Redacted]  
 Email: [Redacted]

Date and Location of Event: 6/1/2024 Clifton Park Senior Community Center

Alcohol Permit is governed by the additional conditions. (please see initial conditions listed on Page 1 of Permit Application)

1. The permit is not transferable.
2. Permit is valid for specified date and time of event only.
3. Only beer and wine are allowed on premises. No hard liquor is permitted.
4. Permit holder must be at least 21 years of age and must be a member of the group.
5. Permit holder must remain present and made available upon request by police.
6. Permit holder will be responsible for assuring ALL MEMBERS of his/her party that they are of legal age to drink alcoholic beverages according to New York State law.
7. Alcoholic beverages are not permitted in parking lots or children's play areas.
8. The sale of alcoholic beverages in town parks or facilities is strictly prohibited.
9. Alcoholic beverages are not to be consumed by team members during athletic team competition.
10. You must be at least 21 years of age to purchase an alcohol permit.
11. Permit Request must be submitted at least 30 days prior to rental date.

*\$25 non-refundable fee must accompany special permit request.*

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them.

SIGNED: [Signature] DATE: 5/18/2024

For Official Use Only

Date Sent to Town Board for Resolution:

Date on Town Board Agenda Date:

Approved: Yes/No

If Approved, Permit Issued and Mailed to Applicant:

**RESOLUTION**  
**#3**

Resolution No. \_\_\_\_\_ of 2024, a resolution increasing Trips & Tours – Senior Center revenues and expenditures by \$46,440, for a trip sponsored by the Clifton Park Senior Community Center.

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

WHEREAS, the Clifton Park Senior Community Center is offering a multi-day trip to Montreal and Quebec City, June 24-28, 2024, as detailed in the attached, and

WHEREAS, the Senior Community Center will collect fees from participants for the bus trips; now, therefore be it,

RESOLVED, that 2024 A-6773-77 (Trip Revenues) is hereby increased by \$46,440, and A-6773-015 (Trips & Tours – Other – Contractual) Expenditures, is hereby increased by \$46,440.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, April 25, 2024 2:12 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #768

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

**Department:** Senior Center

**Your Name:** Sue Leonard

**Your Email:** [sleonard@cliftonpark.org](mailto:sleonard@cliftonpark.org)

**Sponsor:** phil barrett

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** Exp-A6773-00077 Rev-A02031

**Budget Description:** Increase trip budget

**Amount:** \$46,440

**Brief Description:** Multi Day Trip to Quebec City and Montreal June 24-28 All inclusive.

\$48,570 collected for this trip. Balance to be used for incidentals. Water Bottles, Snacks, msc, etc.

**Add Supporting Docs:**

[2c27283822f3cc74 Montreal-Quebec City trip June 2024 Statement.pdf](#)

**Additional Comments/Details:** We have 52 people signed up for this trip that was filled in about 30 days from being posted. Our seniors want to travel...more. We also have a wait list

**Agree to Terms:** Agree

[unsubscribe](#)



# MONTREAL & QUEBEC CITY

## CANADA

*Featuring Montreal Casino & Montmorency Falls*

### 5 DAYS - 4 NIGHTS

### JUNE 24 - 28, 2024



<b>\$899</b> <i>double occupancy</i>	<b>\$879</b> <i>triple occupancy</i>
<b>\$1,209</b> <i>single occupancy</i>	<i>All rates are per person</i>
<i>Non-members - \$30 additional per person</i>	

\$200 deposit at sign-up. Balance due by April 15<sup>th</sup>



*Passport required*

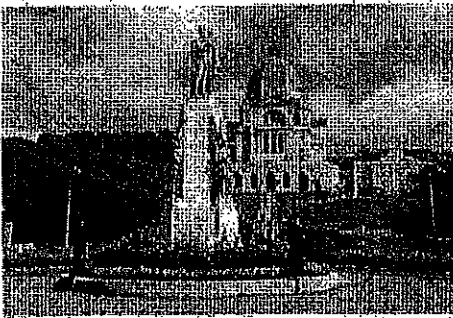
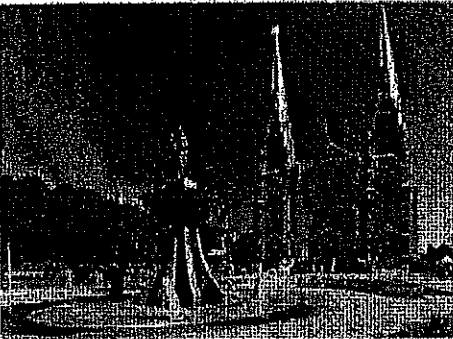
#### PACKAGE INCLUDES:

- \* 4 Nights lodging
- \* 4 Breakfasts
- \* 4 Dinners
- \* Guided tour of Montreal and Old Montreal
- \* Guided tour of Quebec City and Old Quebec
- \* Boat cruise on the St. Lawrence River
- \* Montreal Underground
- \* Notre Dame Basilica
- \* Visit to St. Joseph's Oratory/Shrine
- \* Visit to Ste. Anne de Beaupre Shrine
- \* Visit to Montreal Casino
- \* Albert Gilles Copper Art Museum
- \* Montmorency Falls
- \* Souvenir gift
- \* All taxes and meal gratuities
- \* Motorcoach transportation

Cancellation insurance is available & highly recommended; see reverse side for details.

#### FOR INFORMATION AND RESERVATIONS CONTACT:

**CLIFTON PARK SENIORS**  
**Sue Leonard**  
**6 Clifton Common Ct.**  
**Clifton Park, NY 12065**  
**(518) 383-1343**



26 E. Lancaster Avenue, Reading, PA 19607  
610-775-5000 800-437-2323 [www.whitestartours.com](http://www.whitestartours.com)

# MONTREAL & QUEBEC CITY

## 5 Days - 4 Nights

*The sample itinerary described below is approximately like the itinerary your group will be following during your stay with WHITE STAR TOURS. However, the exact times, days, and destinations may vary for your group.*

- Day 1** Depart from your hometown and travel northward just a few miles north of America's Canadian border to the exquisite French-Canadian Province of Quebec ... an area steeped in European culture and proud of its French, British, and Native American heritage. Lunch/rest stops on your own will be made along the way. Upon arrival in Montreal in late afternoon you will check into your motel and meet your Canadian escort who will be with your group during your stay in Canada ... helping you discover the beauty and wonder of predominantly French-speaking Quebec. Later, depart with your escort for dinner at a popular restaurant in the area.
- Day 2** After breakfast, meet your guide for a morning tour of Montreal, which will include Place Ville-Marie, a famous downtown skyscraper, and the Notre-Dame Cathedral in Old Montreal. You will also see the Olympic Stadium, Mont Royal, and St. Joseph Shrine. While in Montreal, you will enjoy a boat cruise along the St. Lawrence River. Afterwards, there is time for lunch on your own and free time to shop in Montreal's Underground before departing for the Montreal Casino where you will have the opportunity to try your hand at gambling. A delicious dinner at a popular restaurant will end your day.
- Day 3** Breakfast, then check out and depart with your escort for the Provincial Capital of Quebec, Quebec City. Upon arrival you will visit the Shrine of Ste-Anne de Beaupre where you will have lunch on your own and time to tour the famous, beautiful and sacred shrine. Later, visit Montmorency Falls which are at the mouth of the Montmorency River where it drops over the cliff into the St. Lawrence River. The Falls are 275 feet high ... 98 feet higher than Niagara Falls. Afterwards, check into your hotel in the area and freshen up before departing for dinner at a popular restaurant in the area.
- Day 4** Enjoy breakfast, then depart for a visit to the Albert Gilles Copper Art Museum. Enjoy lunch on your own in the area. Afterwards, depart on a guided tour of Quebec City, which will include Old and New Quebec. Return to your hotel to freshen up before departing for a delicious dinner at a popular local restaurant.
- Day 5** Following breakfast, check out and depart for home ... taking with you lasting memories of your visit to French Canada.

**THANK YOU FOR ALLOWING WHITE STAR TOURS TO BE A PART OF YOUR TRAVEL PLANS!**

### TRIP CANCELLATION PROTECTION

*Cancellation protection is encouraged for medical emergencies that may occur. The Enhanced option must be paid within 14 days from the day the first deposit for the trip is paid to the organization and/or group leader. There is an additional Enhanced upgrade - Cancel for Any Reason. Cancellation must be made no later than 48 hours prior to your scheduled departure, conditions, limitations, and exclusions do apply. These plans are only valid for trips booked through White Star Tours. To purchase the protection, please contact NTA/AON Insurance via their website at <https://nta.aontravelprotect.com> and provide the Tour Operator Location #386097.*

**Invoice # 12158**

**Date:** 4/25/2024

**White Star Tours**

26 E. Lancaster Ave.  
Reading, PA 19607  
(610) 775-5000  
(610) 775-7155 (Fax)

**Bill To:** Clifton Park Seniors  
**Attn:** Sue Leonard  
6 Clifton Common Ct.  
Clifton Park, NY 12065

**Fax:**

<b>Tour #:</b> 116415	<b>E-Mail</b> sleonard@cliftonpark.org
<b>Trip Dates:</b> 6/24/2024 - 6/28/2024	<b>Location:</b> Montreal/Quebec City
<b>Group Leader:</b> Sue Leonard	<b>Group Name:</b> Clifton Park Seniors

Rooms	Description	Total Persons		Price Each	Amount
21	Double	42	Per Person at	869.00	36,498.00
10	Single	10	Per Person at	1,188.00	11,880.00
	Triple		Per Person at		0.00
	Quad		Per Person at		
	Comps	2	Per Person at	869.00	-1,738.00
Rebate deducted from final payment					-200.00
<b>Total Rooms</b>		<b>Total Persons</b>			
31		52			

<b>Sub Total:</b>	\$46,440.00 *
<b>Payments:</b>	\$200.00
<b>Balance Due:</b>	\$46,240.00

The balance is due in our office 60 days before trip departs.  
If this does not agree with your records, please call our office immediately.  
Thank you for your continued cooperation.

**Patricia Donahue**  
Assistant Director

RESOLUTION

# 4

Resolution No. \_\_\_\_ of 2024, a resolution authorizing the Supervisor to execute a New York State Environmental Facilities Corporation (NYSEFC) Water Infrastructure Improvement Act (WIIA) Grant application for the Eastside Drive Water District project.

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

WHEREAS, the Town wishes to apply for New York State Water Infrastructure Improvement Act Grant funding under the NYSEFC State Revolving Fund; and,

WHEREAS, the Town has determined that a need exists to provide water to the residents on Eastside Drive; now therefore be it

RESOLVED, that the Town apply for New York State Water Infrastructure Improvement Act Grant Funds to undertake the Eastside Drive Water District Project; and be it further

RESOLVED, the Supervisor is hereby authorized to execute all documents necessary for the submission of said application to the NYSEFC, and any other sources of grant and or loan funding.

## SIGNATURE FOR GRANT APPLICATION

CERTIFICATION: On behalf of the Applicant, and in accordance with the board resolution by

(Governing Body of Municipal Applicant)

authorizing me to do so, I apply for a WIIA grant and/or IMG grant for the project described in this application. By signing this application, I certify and agree on behalf of the Applicant and its governing body that all of the information contained in this application, in other statements and exhibits attached hereto or referenced herein, and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving a WIIA grant or IMG grant for the project(s) described herein, are true, correct and complete to the best of my knowledge and belief.

I further agree on behalf of the Applicant that:

- If CWSRF assistance is provided for the project described in this application, the Applicant shall comply with all applicable provisions of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et. seq. Chapter 565 of the Laws of New York of 1989, 6 NYCRR Part 649 and 21 NYCRR Part 2602, as amended, regarding CWSRF assistance.
- If DWSRF assistance is provided for the project described in this application, the Applicant shall comply with all applicable provisions of the federal Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq., and applicable provisions of state law, codified under Chapter 413 of the Laws of New York of 1996, 10 NYCRR Part 53, and 21 NYCRR Part 2604, as amended, regarding DWSRF assistance.

I further agree that the Applicant will comply with the provisions of the Minority and Women's Business Enterprise – Equal Employment Opportunity requirements of Article 15-A of the New York State Executive Law, and will maintain such records and take such actions necessary to demonstrate such compliance throughout the construction of the project.

Further, I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

(Signature of Authorized Representative)

(Date)

(Name and Title)

(Municipal Applicant)

**RESOLUTION**

**#5**

Resolution No. \_\_\_\_\_ of 2024, a resolution to retain M.J. Engineering and Land Surveying, P.C. (M.J. Engineering) for professional engineering services to evaluate the feasibility of a water district extension along Grooms Road, Clifton Park, NY.

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

WHEREAS, residents within the a portion of Grooms Road between Appleton Road and Selfridge Way have expressed interest in determining costs and funding for a potential project to bring public water to homes within the corridor through a water district extension, and

WHEREAS, the Town Board wishes to explore the feasibility of a possible water district extension along Grooms Road, and

WHEREAS, M.J. Engineering has proposed a scope of work and cost estimates to explore the costs associated with a water line extension within the proposed project area and present those findings at a public information meeting, and

WHEREAS, the Town Board will determine whether to proceed with a formal Map, Plan, and Report and advance the project based on the results of the initial investigation and feedback from residents within the project area; now, therefore be it

RESOLVED, that the Town Board hereby authorizes M.J. Engineering to provide professional engineering services to determine a cost estimate for a map, plan and report and subsequent water line extension within the project area, and to conduct a public meeting to provide an overview of the contemplated water district extension at a cost not to exceed \$6,000; and be it further,

RESOLVED, that the Comptroller is authorized to offset the costs of the scope of work to be paid from A-1440-135 (General Fund-Engineering- Engineering Services).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, April 30, 2024 8:51 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #772

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

**Department:** Planning Department

**Your Name:** John Scavo

**Your Email:** [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** A-1440-135

**Budget Description:** Engineering Services

**Amount:** \$6000

**Brief Description:**

The Town received a petition from the residents of a portion of Grooms Road between Appleton Road and Selfridge Way in March 2024 to create a new water district.

The petition includes the signatures of twenty-four (24) residents representing fourteen (14) properties along Grooms Road.

A water supply from the Clifton Park Water Authority (CPWA) is currently located on Grooms Road. However no infrastructure is available in this location. To supply water to the residents listed on the petition, a new water distribution system infrastructure (i.e., water main, hydrants, valves, and services) needs to be installed. In addition, a new water district's formation will follow the procedures outlined in Article 12 of NYS Town Law.

**Add Supporting Docs:**

[d6bc006821e448e2\\_2024142\\_Grooms\\_Road\\_MPR\\_Proposal\\_4.4.24.pdf](#)

**Additional Comments/Details:** N/A

**Agree to Terms:** Agree

[unsubscribe](#)



April 4, 2024

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

Re: Grooms Road Map, Plan and Report  
Town of Clifton Park  
**MJ Proposal No. 2024141 for Engineering Services**

Dear Supervisor Barrett,

**M.J. Engineering and Land Surveying, P.C. (MJ)** is pleased to provide the Town of Clifton Park (Town) with this proposal for engineering services associated with the formation of a water district for a portion of Grooms Road in the Town.

### **PROJECT UNDERSTANDING**

---

Based upon information provided by you, MJ understands the following:

- The Town received a petition from the residents of a portion of Grooms Road between Appleton Road and Selfridge Way in March 2024, for the creation of a new water district.
- The petition includes the signatures of twenty-four (24) residents representing fourteen (14) properties along Grooms Road.
- Water supply from the Clifton Park Water Authority (CPWA) is currently located on Grooms Road, however no infrastructure is available in this location. To supply water to the residents listed on the petition, new water distribution system infrastructure (i.e., water main, hydrants, valves, services) need to be installed. In addition, a new water district needs to be formed following the procedures outlined in Article 12 of NYS Town Law.



21 Corporate Drive  
Clifton Park, NY 12065



518.371.0799  
mj@mjteam.com  
mjteam.com



Fishkill, NY  
Levittown, NY  
Picaatinny, NJ  
Melbourne, FL



Based upon the above understanding, MJ offers the following scope of services for your consideration.

## **SCOPE OF SERVICES**

---

### **Task 01: Map, Plan and Report**

Based on the petition filed by the residents of Grooms Road, MJ will develop a Map, Plan and Report for the creation of the new water district in accordance with Article 12 of Town Law and the NYS Department of Audit and Control. The Map, Plan and Report will include the following sections:

- Introduction
- Project Planning Area
- Proposed District Description
- General plan showing the required utilities
- First-Year Capital Construction, Operation / Maintenance / Debt Service Costs (if applicable)
- Project Financing (if applicable)
- Required Permitting and Approvals (if applicable)
- District Boundary Map and Description
- District Parcel List

Upon completion of the draft Map, Plan and Report, MJ will submit the report to the Town for review. A review meeting will be conducted with the Town to discuss the draft Map, Plan & Report. Following receipt of relevant comments from the Town, MJ will prepare the final Map, Plan and Report. MJ will attend up to one (1) Town Board meeting and a public hearing to present and discuss the Map, Plan, and Report and technical engineering aspects of the project to the public upon the Town's request. It is assumed that the public hearing will be held in conjunction with the presentation of the Map, Plan & Report to the Town Board.

In connection with the district formation process, the project appears to be an Unlisted action pursuant to Section 617 of Environmental Conservation Law (ECL). It is assumed that the SEQRA process will be satisfied through the completion of a Short Environmental Assessment Form (SEAF) which MJ will prepare for the Town's use.

The following steps represent the process for finalizing the Map, Plan and Report and district creation:

- Revisions to Map, Plan & Report based on Town review
- Map, Plan & Report deemed final for public presentation
- Attend public information meeting(s) as appropriate
- Complete an environmental review to satisfy SEQR requirements
- Adopt Map, Plan and Report and schedule public hearing
- Conduct public hearing on district formation
- Town Board adopts Map, Plan & Report, subject to permissive referendum
- Adopt final order establishing the proposed sewer district/extension by Town Board resolution
- Map, Plan & Report filed with NYS Comptroller, if required (based on NYS OSC 2024 water annual user cost threshold)



## **SCHEDULE**

---

MJ is prepared to initiate the work identified in this proposal within 2 weeks of Notice to Proceed. MJ will perform the outlined tasks as follows:

## **FEE**

---

MJ proposes to complete the requested services for a lump sum fee of \$6,000. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

## **TECHNICAL ASSUMPTIONS**

---

The following technical assumptions apply to this proposal.

1. Appropriate record operational data of the Clifton Park Water Authority will be made available in preparing the technical analysis.
2. Appropriate and record plans for existing water systems in proximity to the proposed service area will be made available in preparing the technical analysis.

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

---

The following efforts are excluded from this scope of services:

1. Design, bid and construction phase services. These services can be provided at a later date under a separate proposal upon the Town's request.
2. Grant and/or loan assistance.

## **SUMMARY**

---

Thank you for the opportunity to provide the Town a proposal for this project. Receipt of a signed copy of the authorization below will serve as our notice to proceed. We look forward to the opportunity to work with you on this project. Please do not hesitate to contact Walter Lippmann at 518-371-0799 or via email at [wlippmann@mjteam.com](mailto:wlippmann@mjteam.com) if you have questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael D. Panichelli', with a stylized flourish at the end.

Michael D. Panichelli, P.E.  
President

Cc: J. Bianchi  
File



**AGREEMENT TO CONTRACT AND AUTHORIZATION TO PROCEED**

---

I have read the enclosed contract and agree to abide by the terms and conditions of said contract. I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described above.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RESOLUTION**

**#6**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Supervisor to sign an agreement with Community Planning and Environmental Associates (CP&EA) to help develop and prepare an agricultural farmland protection and enhancement plan for the Town.

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

WHEREAS, by Resolution 146 of 2023, the Town Board approved the submission of an application for a Farmland Protection Plan Grant (FPPG) and committed to funding the local match commitment for the FPPG, and

WHEREAS, by correspondence dated October 2, 2023, the New York State Department of Agriculture & Markets advised that the Town was awarded the \$25,000 FPPG, in which the Town would pay in the first instance and be reimbursed up to the grant value for eligible project costs, and

WHEREAS, the Planning office requested quotes for professional services to consider and assess the Town's agricultural and farmland resources and identify the location of farmland which should be prioritized for protection, among other considerations, and

WHEREAS, CP&EA submitted the sole conforming quote at \$49,860 for such work; now therefore, be it;

RESOLVED, that the Town Board accepts the quote from Community Planning and Environmental Associates (CP&EA) for a cost not to exceed \$49,860 to be paid with a transfer from Unassigned Fund Balance, A-00914 to A-01440-00015 (General Fund- Engineering- Other Contractual) for all work as described in the request for quotes; and be it further

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign an agreement with CP&EA to create a comprehensive farmland protection and agricultural enhancement plan for the Town.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, May 1, 2024 9:07 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #775

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

**Department:** Planning

**Your Name:** Jennifer Viggiani / John Scavo

**Your Email:** [jviggiani@cliftonpark.org](mailto:jviggiani@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** A-1940-200

**Budget Description:** professional agricultural planning - farmland protection consultant services

**Amount:** \$49,860

**Brief Description:** Request authorization of professional agricultural planning/farmland protection planning consultant for the the Town-Wide Farmland Protection Plan that could begin in June 2024 to be ready for town board adoption by October 2025. The Town was awarded a \$25,000 state grant through the NYS Dept. of Agriculture and Markets in Oct. 2023. The estimated town match commitment to the grant was \$25,000 per TB Resolution 146 of 2023. The grant project would be for the town to pay in the first instance and they be reimbursed up to the grant value for eligible project costs.

**Add Supporting Docs:**

[3fdf4581498c6116 Clifton Park TB Res 145 of 2023-Commitment to Apply and Fund Local Match-Municipal Farm Planning Grant.pdf](#)

[2ad82da2e1d9b496 Clifton Park Ag Plan Proposal Cover Letter 002.pdf](#)

[e6c78f830b1928dd Reduced Clifton Park Ag Plan Proposal April 2024 Final.pdf](#)

**Additional Comments/Details:** The town conducted a 4-week RFQ/RFP public procurement process, posting on the Town Clerk's procurement site; legal ad; and direct outreach to consultants using a list provided to the Town by the NYS Dept. of Agriculture & Markets. The scope of work called for a highly specialized agricultural planning professional consultant team.

**Agree to Terms:** Agree

[unsubscribe](#)

Resolution No. 146 of 2023, a resolution authorizing the Town of Clifton Park Town Board to apply for the 2023 New York State Farmland Protection Planning Grant (FPPG) program.

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

WHEREAS, the NYS Department of Agriculture and Markets announced a 2023 RFA 0263- Municipal Agriculture and Farmland Protection Planning Grant (FPPG) opportunity to focus on protecting agricultural lands through municipal zoning, land use and subdivision regulations, with 75/25 % state local match commitment, and

WHEREAS, the Town Board wishes to proceed with the grant application to study additional ways and methods of preserving working agricultural lands with the Town, and

WHEREAS, the Town's commitment to the local match is estimated to be \$25,000 for the study and plan documents; now, therefore, be it

RESOLVED, that the Town Board commits to funding the local match commitment for the Farmland Protection Plan Grant; and be it further

RESOLVED, that the Planning Department is authorized to submit the application for a Farmland Protection Plan Grant with NYS Department of Agriculture and Markets.

ROLL CALL VOTE

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

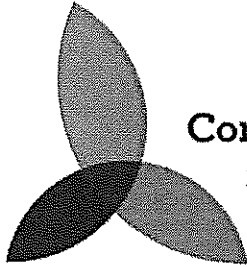
Noes: None

DECLARED ADOPTED

June 20, 2023

---

Teresa Brobston, Town Clerk



## Community Planning and Environmental Associates

152 Stolzenburg Road, Berne, NY 12023

518-248-8542 • [planningbetterplaces.com](http://planningbetterplaces.com)

April 22, 2024

Town of Clifton Park  
Attn: Teresa Brobston, Town Clerk  
One Town Hall Plaza  
Clifton Park, NY 12065

Dear Ms. Brobston:

I am very pleased to present a proposal to the Town of Clifton Park in regard to your Request for Qualifications/Proposal for the Town's Agricultural and Farmland Protection Grant project. Please find attached our submittal as our formal proposal submittal for this project. CP&EA has put together a uniquely qualified team for this project that includes Community Planning & Environmental Associates, MJ Engineering and Land Surveying, PC, Upstate GIS, and E.M. Pemrick & Co.

My firm, Community Planning & Environmental Associates (CP&EA) is located in Schoharie County, NY, and was founded in 1995 to provide specialized professional consulting and planning services to New York State's towns and villages communities. The CP&EA team for this project has worked together on a variety of projects for many years and has a successful record completing many town-level agricultural and farmland protection plans. In addition to our county-level agricultural and farmland protection plans, CP&EA has been the principal consultant with 12 towns on projects similar in scope to the one in Clifton Park. We have recently completed plans in the Town of Hampton (Washington County). Please see our full client list, included in our proposal (and at [www.planningbetterplaces.com](http://www.planningbetterplaces.com)) for additional details on our past work related to agricultural and farmland protection plans.

In addition to our NYS supported agricultural and farmland protection plans, CP&EA has completed a regional priority farmland identification plan for Tug Hill Tomorrow Land Trust with Upstate GIS. Upstate GIS also completed a regional farmland prioritization GIS analysis for the Center for Agricultural and Development Entrepreneurship (CADE). Our partner from E.M. Pemrick & Co. and CP&EA have worked together on many other agricultural and farmland protection plans (e.g., Seneca, Herkimer, Sullivan, Dutchess, Orange, and Schoharie Counties) and

they offer consulting related to agricultural economic development. CP&EA is working with the MJ Team in Guilderland (along with E.M. Pemrick & Co.) and worked with Upstate GIS on the Town of Ballston's award-winning PDR program and open space/farmland prioritization mapping. Further, CP&EA has been consultant on dozens of comprehensive plans throughout eastern NY, most of which have goals and strategies oriented to farmland protection and agricultural enhancement.

Although we have extensive experience with the process, issues, and opportunities related to agricultural enhancement and farmland protection, our approach is always based on local considerations. We work to develop a robust understanding of the local agricultural economy and to offer a diverse toolbox that enhances ag-economic opportunities and actionable methods to protect critical farmlands.

I have put together an expert team that has a true commitment to farms and the agricultural and local economy. On behalf of our team, we look forward to the possibility of working with the Town of Clifton Park as you embark on this important project to develop an Agricultural and Farmland Protection Plan.

Should you have any questions, please do not hesitate to call me directly at 518-248-8542 (c) or email ([nan@planningbetterplaces.com](mailto:nan@planningbetterplaces.com)).

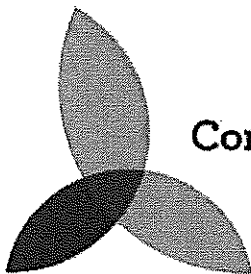
Sincerely,

A handwritten signature in cursive script that reads "Nan C. Stolzenburg". The signature is written in black ink and is positioned above the typed name.

Nan C. Stolzenburg, FAICP CEP

**A Proposal for Planning Consultant  
Services for the Town of Clifton Park,  
Saratoga County to Update Its  
Agricultural and Farmland Protection  
Plan**

*Submitted by*  
Community Planning and Environmental  
Associates,  
Nan Stolzenburg FAICP CEP  
With  
MJ Engineering and Land Surveying, PC  
Upstate GIS  
E.M. Pemrick & Co.



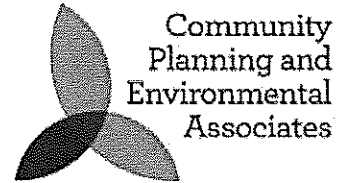
**Community Planning and Environmental Associates**

152 Stolzenburg Road, Berne, NY 12023

518-248-8542 • [planningbetterplaces.com](http://planningbetterplaces.com)

## Consulting Team Contacts

Primary Consultant: Community Planning & Environmental Associates  
Project Contact: Nan Stolzenburg, FAICP CEP  
Address: 152 Stolzenburg Road, Berne, NY 12023  
Phone: 518-872-9753 (o) and 518-248-8542 (c)  
Email: [nan@planningbetterplaces.com](mailto:nan@planningbetterplaces.com)  
Web: [www.planningbetterplaces.com](http://www.planningbetterplaces.com)



Planning Consultant: MJ Engineering and Land Surveying, PC  
Contact: Jaclyn Hakes, AICP and Jacob Landis  
Address: 21 Corporate Drive, Clifton Park, NY 12065  
Phone: 518-371-0799, ext. 451 (o) 518-423-6491 (c)  
Email: [jhakes@mjteam.com](mailto:jhakes@mjteam.com)  
Web: [www.mjteam.com](http://www.mjteam.com)



GIS Consultant: Upstate GIS  
Contact Name: Rick Lederer-Barnes  
Address: 15 Gilmore Avenue, Cambridge, NY 12816  
Phone: 518-588-7331  
Email: [rick@upstategis.com](mailto:rick@upstategis.com)  
Web: [www.upstategis.com](http://www.upstategis.com)



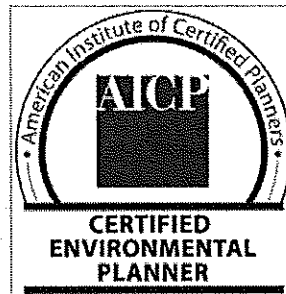
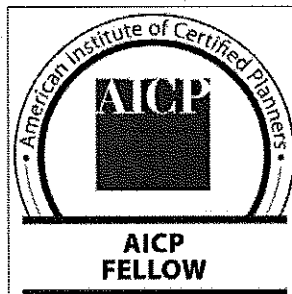
Economic Development Consultant: E.M. Pemrick & Co.  
Contact Name: Ellen Morosoff Pemrick  
Address: P.O. Box 1010, Ballston Lake, NY 12019  
Phone: 518-882-9535  
Email: [empemrick@nycap.rr.com](mailto:empemrick@nycap.rr.com)  
Web: [www.empemrick.com](http://www.empemrick.com)



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Community Planning & Environmental Associates has FAICP and CEP Credentials from the American Institute of Certified Planners:



# Section I: Scope of Services

## Our Overall Approach - Highlights

This section describes our scope of work that will result in a plan that will meet the needs of Clifton Park that is consistent with the expected RFP Scope of Services. In addition to meeting all components detailed in the RFP, our scope of work will be formulated to meet all requirements of the NYS Agriculture and Markets Law 25-AAA and in particular, Circular 1500.

Our overall approach is based on a planning process that will answer three fundamental questions:

- 1. What is the current status of agriculture in the Town?** This includes understanding the current farm economy and current farmers, farm practices, farm diversity and farm characteristics (including physical, cultural and economic) that influence agriculture. This step includes work designed to understand the regional context of the agricultural economy and the broader food system of the area and region. This will enable answering of the question “What are the key local challenges and issues for farming and agriculture in the Town of Clifton Park.” It will also provide details on Clifton Park RFP objectives (starting on page 6 items “b” through “k” among others).
- 2. What is the desired future state of agriculture in 10 to 15 years in the Town?** The plan will ensure that the goals and vision for agriculture remain responsive to the farms, people, and conditions of Clifton Park. The vision must recognize individual municipal goals, regional perspectives, land use patterns in the Town, and soils, markets, the economy, and other individual factors. The goals will establish various programs and policies that can address that vision. Public engagement is also a critical task in this phase. This phase sets the broad direction and philosophy for the remainder of the plan.
- 3. What strategies and actions should the Town adopt and implement in order to attain that future vision?** We believe that it is very important for the plan to include specific, actionable steps that the Town can begin to implement immediately as well as have an action plan for long-term work. The Plan will include short and long-term strategies along with details on how priority strategies can be implemented. This phase will provide details on ideas to enhance and leverage farming in the Town and provide strategies that address Clifton Park RFP objectives (page 8 items “l” through “oo”).

The answers to these three questions, along with each sections details, will form the basis of the Clifton Park Plan. Question #1 above will be answered through understanding the current condition of agriculture and the importance of that industry to Clifton Park's economy and quality of life. This will be determined through data collection on the agricultural economy, mapping of agricultural resources (soil, land uses, ag districts, types of farms, etc.) and creation of a profile of agriculture for the Town.

Question #2 will be answered through specific vision, goals, and objective statements derived from meshing with the Town's comprehensive plan, other plans, and especially, farmer, large landowner, and broader public engagement.



Public engagement will be from a diverse group of stakeholders including farmers, farm-related businesses (both in-town and regionally), farm-support agencies such as Cornell Cooperative Extension and Saratoga County Soil and Water Conservation District, elected and appointed officials and the general public. This work will provide foundational information to identify what the future of farming in Clifton Park should or could be, opportunities to enhance the farming as a small business and to promote protection of vital farmlands.

Finally, question #3 will be addressed through a series of proposed detailed, actionable and priority implementation strategies.

## Step 1: Characterize Current Agricultural Conditions in Clifton Park

Incorporates RFP Tasks:

### Project Initiation

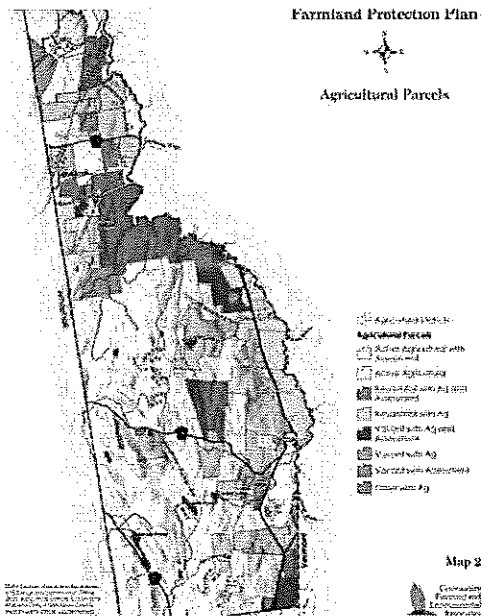
- a. Kick-off Meeting
- b. Public and Stakeholder Engagement

Conduct Inventory and Assessment of Agricultural Resources, Programs, Policies and Activities

### Kick-Off Meeting/Town Tour

The objective of this Kick-Off meeting will be to set the stage for all subsequent work. This very important first meeting will allow for introductions to the consultant team and Town staff, officials, and the Advisory Committee. We will conduct a 'Getting to Know You' exercise at that meeting so that we can familiarize ourselves as much as possible with the places, issues, and needs of agriculture in the Town. At this time, we will collect any plans, documents, or regulations that will be needed for our review.

This meeting's agenda will review a draft public engagement plan prepared by our team and identify stakeholders in the agricultural community to plan for outreach for upcoming steps. The goal of this meeting is to discuss and finalize the time line, project members roles, the public engagement plan and the work involved in coordinating the mapping needs with the Town. We will also go over potential meeting dates and other needed logistics to ensure the project is efficient and coordinated. We will submit a draft public participation plan prior to this meeting so that it can be discussed and approved by the end of this meeting.



It will be important for the consultant team to learn as much about the Town and its agricultural activities as possible. To aid in our collection of information needed to fully characterize agriculture in the Town and its role and opportunities, we propose to conduct a Town-wide tour so that we can see and experience the type and location of agricultural activities taking place in Clifton Park. This driving tour is not proposed to be a 'stop and talk to each farmer or large farmland owner,' but an opportunity for the consultants to see the landscape, types of farms, locations, and other land use activities. For efficiency, this tour would be conducted on the same day as the kickoff meeting.

The CP&EA team will subsequently collect and update relevant data to help us characterize agriculture in Clifton Park as outlined in the RFP. We will review current Town plans as well as other county and regional plans as outlined in the RFP to become familiar with needs, direction, plans, policies and strategies previously identified. This will include a review of relevant studies, plans, reports, maps and other information from previous Town and regional efforts. The goal of these tasks is to document the economic importance, issues, and needs of agriculture in the Town.

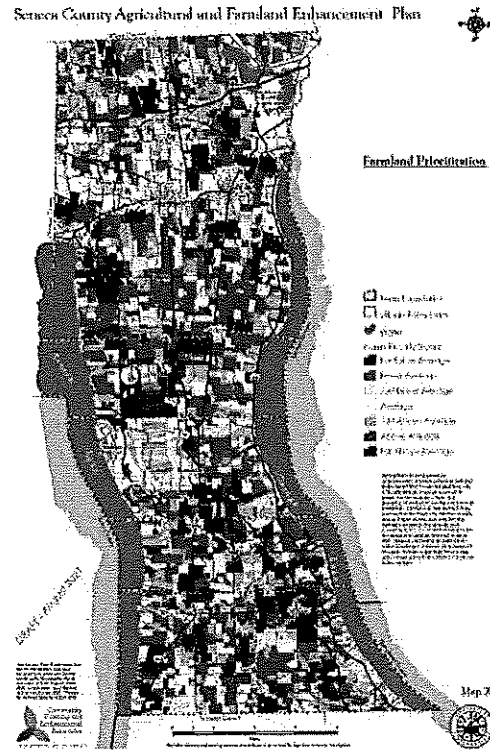
**Characterization of agriculture in the Town will consist of the following steps:**

**Agricultural and Economic Data Collection (Including Ag Business and Economic Development)**

We will compile quantitative data on agriculture and agriculture-related businesses in Clifton Park to detail current conditions and evaluate recent trends. Zip-code level data from the USDA's Census of Agriculture and Town assessment records will be supplemented by information from surveys and interviews with farmers and agribusinesses. County-level data from the Census of Agriculture will also be collected to provide context to the Town-level information.

**GIS Mapping and Analysis**

We will make use of existing data from the county and Town as a baseline for our GIS data inventory, including, but not limited to current tax parcel data, zoning, protected lands (both permanently and through term-easements) and infrastructure. Additional data collected would include those listed in the RFP, Page 5, but not limited to farmland soils, agricultural districts, location of existing and proposed solar facilities, 3-phase power lines, and environmental features. We will also create a high-resolution farmland layer for the Town using recent orthoimagery analysis supplemented with assessment data and windshield surveys. This layer will allow us to identify nearly all parcels having agricultural use, not just those coded as agricultural parcels and/or receiving an agricultural tax assessment. This layer, combined with the agricultural tax assessment data, will also assist in identifying rented farmland in the Town. We will also use a combination of census data and parcel data to identify and map growth areas in the Town. A set of inventory maps will be created for eventual inclusion in the plan.



### **Review of Relevant Plans and Studies**

We will work with the Town along with County agencies such as CCE, SWCD and others to identify and obtain relevant plans, reports and studies relating to agriculture, land uses, natural resources, and other planning efforts that relate to Clifton Park that are available at the regional, County, and Town levels. We will review the County Agricultural and Farmland Protection Plan and other County data/studies to identify more regional needs and initiatives that Clifton Park should know about and take advantage of. Our CPE&EA team has prepared over a dozen Agricultural and Farmland Protection Plans at the County level, with two in progress, and an additional 12 at the local town level; and are familiar with similar plans throughout the state and region.

### **Inventory of Agricultural Programs**

We will develop an inventory of programs available to farmers and agricultural business establishments in Clifton Park. We will create a list of financial and technical assistance programs available through local, state, and federal agencies and provide links to the websites of agricultural support organizations that offer information to beginning and experienced farmers. We can use this list as a starting point and update and/or add to the inventory as needed.

### **Farmland Prioritization Mapping and Analysis**

As required by Circular 1500 and an expectation of the state-funding, the plan needs to evaluate and identify priority farmland parcels. This is a beneficial and critical component of farmland protection because any farmland owner seeking farmland protection funding from New York State will be required to show that their farm is included as a priority parcel. We will work with the Town to create a parcel rating system to evaluate agricultural value of properties in the Town based on several criteria such as farmland soils, size of operations, proximity to development pressure, and other factors deemed to be critical to maintaining viable farmland in the Town. A ranking analysis will be performed with GIS software and a map highlighting the most important areas for protection will be created.

### **Farm-Friendly Audit**

We will evaluate the Towns' local land use laws and for "farm-friendliness" and evaluate local farmland protection efforts. This will aid in development of goals and strategies to remove any barriers to farm development or expansion and promote farm-friendly policies in Clifton Park. This audit will also lead to a series of recommendations for improvement where needed.

## **Step 2: Public Input**

### **Incorporates RFP Tasks**

#### **Identify, Document and Synthesize the Public Values, Issues, Needs and Concerns**

Because agricultural enhancement and protection is multifaceted and complex, there are many audiences and stakeholders that need to be involved. Thus, the public outreach plan will need to also be multifaceted. Different audiences will offer different input and perspectives. We believe it is critical to involve the general public, elected and appointed officials, farm-related agencies and organizations serving Clifton Park, farmers, farmland owners, and local or regional agriculture-related businesses.

We will develop a draft public participation plan ready for discussion and decision-making at the first kick-off meeting with the Advisory Committee. Each effort will be documented, analyzed, and included in the plan. All results from public input will be provided in pdf form for posting on the project website.

This step involves the following additional public engagement tools:

1. **Develop and implement a Town-wide survey's.** We propose to conduct an online survey (using Survey Monkey) for the general public. This survey could also be made available via paper copies as requested by participants. The public survey would be widely advertised.
2. **Project website.** We will create a project webpage on the Town's website, or a separate site for the project. This will contain links to survey, meeting announcements, maps, data, and all other project documents.
3. **Public open house.** We will facilitate one public open house to understand public perceptions of farming and its role in Clifton Park.
4. **Farmer/farmland owner interviews.** Individual interviews (via phone or zoom) would be conducted with farmers and farmland owners in Town to glean farm-specific information that can aid us in fully characterizing local farming activities. While Ag Census and other sources of information may be helpful, at the town-level, it is more difficult to get the data needed and requested. We propose to conduct these interviews to seek information such as farm characteristics, products and activities; farmer perceptions on education, environmental and land development topics; marketing and business development needs; and future plans,
5. **Two topic-oriented focus groups.** We will conduct an additional two focus groups to explore specific topics identified through our above public engagement, mapping and work with the Advisory Committee. The topics would be decided with the Advisory Committee and would facilitate a deeper discussion as may be needed. These focus group meetings could, for

example, be oriented to open space/environmental issues and the role of agriculture in the broader environment, or land use oriented, to discuss zoning, development and other land use issues affecting farmland. The topics and stakeholders for these two focus groups would be decided by the Advisory Committee in consultation with our consulting team.

4. **Ongoing project updates for the general public.** We will provide ongoing information about the project for the public to be posted on the project website/webpage. This will help involve, educate and build support for the plan with the public and stakeholders. The appropriate website(s) for this effort will be determined at the kickoff meeting.
5. **Ongoing communication and collaboration with Advisory Committee.** We will attend or facilitate Advisory Committee meetings, as shown on the schedule, and provide regular updates. During the course of the project, it is likely there will need to be 6 to 8 such meetings.

### **Step 3: SWOT**

#### **Incorporates RFP Tasks**

#### **Analysis of Findings**

This step involves the analysis and evaluation of all the information collected in Steps 1 and 2. This step will be taken to identify all the Town's strengths and weaknesses, opportunities and threats (SWOT) to farming in Clifton Park, and identify key issues, pressures and influences on farming in the Town. This step is important to organize all the inventory and public engagement data and will form a basis for the development of vision, goals, strategies and actions.

One of the deliverables for this step will be a SWOT presented in a graphics-oriented format that will be a key device for informing stakeholders and the public about the overall condition of agriculture in the Town and the issues and opportunities that should be addressed by the updated plan.

### **Step 4: Goals and Objectives**

#### **Incorporates RFP Tasks**

#### **2. Development of the Plan's Goals and Objectives**

Through the organization of data and analysis of information learned, the CP&EA team will work with the Advisory Committee to draft vision, goals, and objectives for the farmland plan. This will

include consideration of Clifton Park's other plans as listed in the RFP to ensure consistency across all plans.

## **Step 5. Analysis and Findings**

### **Incorporates RFP Tasks**

#### **Recommendations for Farmland Protection**

During this step, the CP&EA team will evaluate all input, data, maps, public input information, SWOT and vision and goals, and make strategy and action recommendations to address topics of importance to enhance the agricultural economy and protect farmlands. The Agricultural and Farmland Protection Plan will be based on the quantitative data collected and supplemented by information collected as part of the public engagement process. Our work will address, but not be limited to:

- How to foster a sustainable agricultural community for the next 15 years;
- Methods to address development/conversion pressure;
- Methods to reach farmers and the public to enhance understanding of agricultural practices, needs, and participation;
- Suggested land use and other regulatory enhancements that will further the vision and goals for agriculture;
- Identification of priority farmlands and methods to preserve farmlands; and
- Tools and opportunities for promoting climate resilient agricultural practices.

The CP&EA team, Town staff, and Advisory Committee will synthesize all components of the plan, create an action matrix to implement the strategies and actions, identify priority projects, and outline short and long-term implementation steps.

## **Step 6: Draft and Final Document, Adoption Process**

We will work with the Advisory Committee to develop a format for the Plan that will result in an action-oriented and implementable document. We will compile all the information from the above steps into a unified document that will include text, graphics, maps, and other information. Appendices will be developed that include supporting information and public input. In addition to the draft and final Plan, we will make a presentation to the Town Board, provide all data and analysis to the Town, and provide eight full copies (per the RFP).

CP&EA recognizes that Circular 1500 requires a public hearing on the plan prior to adoption by the Town. We will assist the Town as needed with this effort. This includes development of a presentation that highlights the draft plan. Subsequent to the hearing, edits to the draft plan may

be needed. The CP&EA team will work to incorporate necessary edits and work with the Town to create a Final Plan for adoption.

In addition, and to further implement this updated Plan, we also propose development of an ArcGIS Online StoryMap. The StoryMap is an online tool which summarizes the Plan in a visually appealing way and provides both static and interactive maps. Having this StoryMap in place will directly address the need for community education about agriculture and will be an easily accessed and user-friendly tool. An example of a StoryMap is shown in Box 1, below.

### Box 1 Rensselaer County Conservation Plan

**A Conservation Plan for Rensselaer County**

This map project was developed for water resources, water uses, water quality, and other information maps and data for water resources. About 16,200 acres or 4% of the land in the County is used as the highest level for water resource conservation. Major points of water quality and water uses are also included.

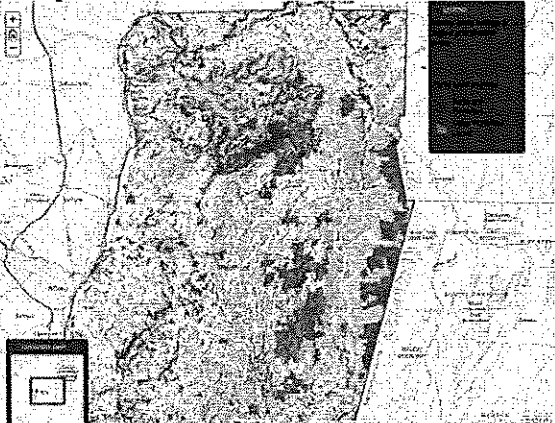
Click here to see only the highest priority areas for water resources.

Important areas for water resource protection in the County include:

- Townships waterways
- Land along the northern edge of the Rensselaer Estuary
- Hudson River estuary

Land ownership is the major threat to water resources. Forest, wetland, riparian, and pasture are the major land uses that provide the quality and quantity of water supplies. Growing riparian forests, riparian wetlands, and riparian pastures are important for water quality and riparian habitat. Riparian forests, riparian wetlands, and riparian pastures are important for water quality and riparian habitat. Riparian forests, riparian wetlands, and riparian pastures are important for water quality and riparian habitat.

The majority of Rensselaer County residents receive their water from the Towns of Rensselaer. Consequently, it is important to protect and preserve the riparian and along stream water supplies. Most of the riparian water supplies are dependent on riparian pastures and forests. This means it is important to conserve and protect riparian pastures and forests. Riparian pastures and forests are important for water quality and riparian habitat. Riparian pastures and forests are important for water quality and riparian habitat.



Upstate GIS helped the Rensselaer Land Trust (RLT) complete a Conservation Plan for the county in 2018. The plan's focus is to identify and map those lands and waters that are most critical to supporting Rensselaer County's quality of life. Upstate GIS inventoried, mapped, and assessed the natural resources and the significant open spaces and landscape features of the county. Upstate GIS also assisted with public meeting facilitation, led by the NYS DEC Hudson River Estuary Program (HREP) staff, and subsequent digitizing of hundreds of comments annotated on workshop maps. Upstate GIS performed an extensive GIS inventory for the county – both consolidating and editing existing datasets and creating several new datasets. These datasets were used to calculate priority areas for conservation. To complete the project an ArcGIS Online Story Map was created which summarizes the plan and provides interactive maps throughout. The full plan is available at: <https://www.renstrust.org/images/projects/ConservationPlanFinal/RLT-Conservation-Plan---Reduced-Quality.pdf> and the StoryMap is available at: <https://arcg.is/1KSH1e>

## **Deliverables**

As per the RFP, the following draft and final deliverables will be provided (including digital versions, 8 printed copies, all GIS shapefiles)

- Public Participation Plan
- Summary Report of Public Meetings
- Summary of Stakeholder Interviews
- Synthesis of Goals and Objectives
- GIS Inventory and Mapping
- Preparation/Printing of any maps for public engagement / public participation needs.
- Draft Written Analysis / Draft Recommendations
- Draft Farmland Protection Plan
- Executive Summary
- Final Farmland Protection Plan

## Section II: Project Team Members

### Team Members

Nan Stolzenburg FAICP CEP<sup>1</sup> will serve as the contract holder and project facilitator and will take the lead role in collaborating with the Advisory Committee and developing the plan. Our team members Jackie Hakes of MJ Engineering, Rick Lederer-Barnes of Upstate GIS, and Ellen Pemrick of E.M. Pemrick & Co. will work closely together throughout the project so that all steps and processes are integrated. All team members will contribute their expertise in the preparation of the SWOT, vision/goals, and recommendations based on their components in the overall project.

Team Member	Role and Project Involvement
<i>Nan Stolzenburg, FAICP CEP  CP&amp;EA</i>	Nan will conduct all project management and coordination and ensure communication and collaboration between the entire team. She will be the principal consultant and will work directly with the Advisory Committee, facilitation of the process, and drafting of Plan as outlined in this Proposal. Team members will also work directly with the Advisory Committee on their specific tasks/topics.
<i>Jaclyn Hakes, AICP  Jacob Landis, Planner  MJ Engineering</i>	Jackie and her team at MJ Engineering will take key responsibilities in public engagement including project website/webpage development, public meeting and focus group preparation, facilitation, and follow up, open house, and assistance with the surveys.
<i>Rick Lederer-Barnes</i>	Rick will conduct all GIS, mapping and map/data analysis and take lead on developing the ArcGIS Online presence. He will take the lead on the GIS analysis tools and farmland prioritization. Rick will also support public engagement and other aspects of the planning process with maps, graphics, and similar assistance during as needed.
<i>Ellen Morosoff Pemrick</i>	Ellen will conduct all agricultural economic data collection, and work with the Team to develop surveys, facilitate focus groups, conduct

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<sup>1</sup> FAICP is a certified planner from the American Institute of Certified Planners and CEP is a Certified Environmental Planner from the American Institute of Certified Planners.

Team Member	Role and Project Involvement
	interviews, and make recommendations to address ag economic development needs.

## Section III: Fee/Cost Proposal

### Project fees are based upon the following:

Nan Stolzenburg, \$145 per hour

Jaclyn Hakes: \$175 per hour

Jacob Landis: \$115 per hour

Ellen Pemrick, \$120 per hour

Rick Lederer-Barnes \$110 per hour

Printing, postage and other materials are billed at cost with no markup

Mileage: \$0.62 per mile

### Fee Summary Sheet

Task	Estimated Fee	Team Member
<b>Step 1: Characterization of Current Agricultural Conditions in Clifton Park</b>		
Kick-off Meeting/Town Tour	\$2500	All
Agricultural and Economic Data Compilation	\$1200	Ellen Pemrick
GIS Mapping and Analysis	\$5,500	Rick Lederer-Barnes
Review of Town and Regional Plans and Studies	\$500	MJ Engineering
Inventory Ag Programs and Support	\$600	MJ Engineering
Farm Friendly Audit of Local Regulations	\$1000	Nan Stolzenburg
<b>Step 2: Public Input</b>		
Survey	\$3000	Nan Stolzenburg and MJ Engineering
Website/Webpage	\$3000	MJ Engineering
Open House	\$3000	All
Farmer/Farmland Owner Interviews	\$3360	Ellen Pemrick
Two Focus Groups	\$3500	MJ Engineering
Ongoing Project Updates	\$1200	All

Advisory Committee Meetings and Coordination (Based on eight, two-hour meetings)	\$5000	Nan Stolzenburg and other team members as appropriate
<b>Step 3: SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis</b>	\$1000	Nan Stolzenburg with Input from All
<b>Step 4: Drafting Vision, Goals and Objectives</b>	\$1000	Nan Stolzenburg with Input from All
<b>Step 5: Analysis and Findings and Farmland Prioritization</b>	\$7500	Nan Stolzenburg and Rick Lederer-Barnes, with Input from All
<b>Step 6: Draft and Final Documents/Adoption, including ArcGIS Online StoryMap, 8 printed copies</b>	\$7000	Nan Stolzenburg and Rick Lederer-Barnes, with Input from All
<b>Total Fee</b>	<b>\$49,860</b>	

## Section IV: Timetable

CP&EA is available to initiate this project with the kickoff meeting in June 2024 and will complete the work within 18 months (October 2025). We will time outreach to the farmers/farmland owners to be in the Fall of 2024 to avoid their busy season. The following table provides additional detail and follows the above scope of work:

Task	Estimated Timetable
<b>Step 1: Characterization of Current Agricultural Conditions in Clifton Park</b>	
Kick-off Meeting/Town Tour	June 2024
Agricultural Data (from interviews and other sources)	June through September 2024
GIS Mapping and Analysis	June through October 2024
Review of Town and Regional Plans and Studies	June 2024
Inventory Ag Programs and Support	July 2024
Farm Friendly Audit of Local Regulations	August 2024
<b>Step 2: Public Input</b>	
Survey	September 2024
Website/Webpage	Start June 2024, ongoing
Open House	October 2024
Farmer/Farmland Owner Interviews	Fall 2024 (After Harvest)
Two Focus Groups	November to Early December 2024
Project Updates	Ongoing
Advisory Committee Meetings and Coordination (Based on eight, two-hour meetings)	Throughout Project
<b>Step 3: SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis</b>	January to February 2025
<b>Step 4: Drafting Vision, Goals and Objectives</b>	March 2025
<b>Step 5: Analysis/Findings and Farmland Prioritization</b>	April to July 2025
<b>Step 6: Draft and Final Documents/Adoption, including ArcGIS Online StoryMap</b>	July through October 2025

## Section V: Experience

### Special points of interest:

- Nan Stolzenburg FAICP CEP, has 30 years of experience helping small and rural communities plan for their future.
- We are specialists in small town and rural planning and land use.
- CP&EA has been the principal consultant for 12 Town-level agricultural and farmland protection plans in New York State.
- CP&EA has produced several state and national award-winning plans.
- CP&EA has consulted in over 70 communities throughout Upstate New York – most of them with significant agricultural and farmland components.
- Principal Planner Nan Stolzenburg is a Fellow in the American Institute of Certified Planners (FAICP) and a Certified Environmental Planner.

Community Planning & Environmental Associates (CP&EA) is a sole proprietorship and was founded in 1995 to provide specialized professional consulting and planning services to New York State's small and rural communities. CP&EA has extensive experience with comprehensive land use, agriculture, and environmental planning. We specialize in the areas of land use planning, rural and open space planning, farmland protection, zoning and land use regulation development, visioning, geographic information systems and analysis, environmental planning, and community engagement. All our clients are rural, or have rural components in their communities, and we bring to the table a wealth of experience and understanding about what is necessary to develop a comprehensive strategy oriented to agriculture. Our team, consisting of economic development planners (E.M. Pemrick & Co.) and GIS experts (Upstate GIS) has worked together on other Town-level agricultural and farmland protection plans and brings a wealth of experience to Clifton Park.

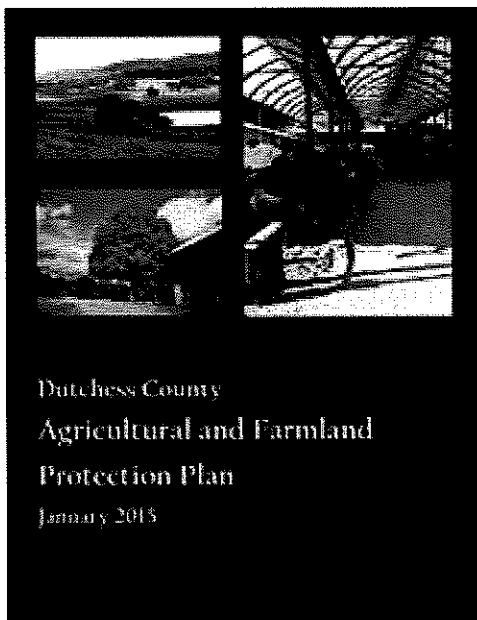
We are known state-wide as experts in agriculture-related planning and frequently serve as guest speakers or panelists at conferences and training sessions for local and statewide organizations related to rural planning. As principal planner, Nan Stolzenburg's background as a farm owner and resident of a rural county (Schoharie), along with her professional background gives her a unique perspective that contributes to development of a plan that not only is technically innovative, but relevant to the people that we are trying to assist.

CP&EA has been the principal consultant for 12 county-level and 12 town-level agriculture and farmland protection plans in NY. We know that improving the agricultural economy and protecting farmlands require a comprehensive set of tools: one solution does not suffice. Our approach is to offer Clifton Park a well-rounded toolbox consisting of agricultural economic development, farmland protection, and land use options, educational initiatives, and collaborative solutions.

**Community Planning & Environmental Associates: Nan Stolzenburg FAICP CEP**

Nan Stolzenburg is a Fellow of the American Institute of Certified Planners (AICP). She is also credentialed as a Certified Environmental Planner from AICP. CP&EA is a New York State Certified Woman-Owned Business, and has been since the state program was initiated in the mid-1990's. Her planning background is built upon 10 years of prior work in the wildlife/natural resources field, which has significantly contributed to rural community and environmental planning throughout upstate regions of New York State. She concentrates on the unique community and planning needs of small and rural communities by providing a variety of comprehensive land use and environmental planning services. Nan's unique background, including a BS from SUNY Environmental Science and Forestry, an MS in Wildlife and Fisheries Biology from the University of Massachusetts, Amherst, and an MRP in Regional Planning from the University at Albany, integrates environmental conservation with land use planning.

Nan has been a consistent innovator in helping over 70 communities embrace comprehensive planning, asset-based economic development, and implementation of innovative land use tools. Recognized as an expert in rural planning by both peers and municipalities, she has developed



dozens of agricultural and farmland protection plans resulting in such accomplishments as creation of local "Ag-navigators" to enhance agricultural economic development, implementation of transfer of development rights programs, and establishment of agricultural overlay districts.

She has also been the principal consultant for developing plans or amending land use regulations for dozens of communities—almost all of which have significant agricultural components and has been a champion of ag-friendly land use programs. Nan has been the award winner of several state and national planning awards, including 2010 for the Lewis County Comprehensive Plan and in 2014 for the NYS DEC SEQR Workbooks.

Nan has been the principal consultant on the following Town-level agricultural and farmland protection plans in

New York State. These encompass towns in Columbia, Sullivan, Albany, Greene, and Washington counties:

Chatham	Bethel	Delaware	Berne	Ancram	Copake	Halcott
Liberty	Callicoon	Granville	White Creek	Hampton		

Nan has had widespread positive impact on environmental protection through co-authorship of the NY State Environmental Quality Review Environmental Assessment Form Workbooks, used throughout the state for all required site plan, subdivision, and zoning permit approvals. Her work as a volunteer Advisory Council member for the Schoharie Economic Enterprise Corporation, a member of the Board of Directors for Schoharie Community Development Corporation, a former member of the Board of Directors of the Catskill Center for Conservation and Development, a former member of the Planning Committee for the Bender Melon Farm Preserve, and former member of the NY-19 Agricultural Advisory Committee offers a wide variety of other experiences that can be brought to the table in the planning process.

#### **MJ Engineering and Land Surveying, PC**

MJ offers community planning services to assist municipalities, State and private clients across New York with their immediate and long-term planning needs. In leading projects through a tailored planning process, we spur creative thought, engage stakeholders and provide the technical groundwork for project realization. Jacklyn Hakes, Director of Planning at MJ, has years of experience working with municipalities on a variety of projects including open space plans, natural resource inventories, and comprehensive plans.

MJ's planning group specializes in:

- Public Outreach & Consensus Building
- Complete Streets
- Brownfield Redevelopment
- Downtown & Waterfront Revitalization
- Trail & Multi-Modal Transportation Planning
- Land Use, Corridor & Open Space Planning
- Comprehensive, Strategic & Site Master Planning
- Zoning/Form-Based Code
- Grant Writing

#### **Upstate GIS: Rick Lederer-Barnes**

Upstate GIS is located in rural Washington County, NY. Rick is an Independent Geographic Information Systems (GIS) Specialist and Environmental Planner with 20+ years of GIS experience working in both the municipal planning and environmental consulting industries. Rick's primary focus is on providing geospatial analyses and high-quality maps and graphics, whether the focus is a small neighborhood or a large region. In addition, Rick provides planning support from inventory and analyses to testing and editing of zoning.

Through the years Rick has authored hundreds of maps for use in public planning documents, such as comprehensive plans, open space and farmland protection plans, and community vision plans. These maps illustrate important information about communities, such as land use patterns, recreational opportunities and environmentally sensitive areas.

Rick has teamed with CP&EA for several years and has assisted CP&EA on previous agricultural and farmland protection planning efforts in the counties of Herkimer, Lewis, and Seneca. CP&EA has also worked with Rick on a regional agricultural plan to prioritize farmland in the Tug Hill region.

Rick has worked on multiple open space and farmland protection projects, providing mapping and analysis as well as report writing and workshop facilitation for the Rensselaer Plateau plan, the Shawangunk Mountains Regional Open Space Plan, and the Saratoga County Green Infrastructure Plan. Rick is currently working with the Town of Marbletown and the City of Kingston on Community Preservation Plans. Previously Rick teamed with Behan Planning on open space plans in Kingston, New Paltz, Gardiner, and Marbletown ("Natural Heritage Plan") in Fulton County, and farmland protection plans in Charlton and Milton in Saratoga County.

#### **E.M. Pemrick and Company: Ellen Pemrick**

E.M. Pemrick and Company is a sole proprietorship and a New York State-Certified Woman-Owned Business Enterprise (WBE) providing a range of community and economic development planning services. Established in 2006, we combine technical expertise in economic development and market analysis with a strong commitment to enhancing the vitality and success of client communities. Services offered by E.M. Pemrick and Company include:

- Economic Development Planning
- Market Analysis
- Community & Downtown Revitalization Strategies
- Economic, Demographic, and Housing Analysis

E.M. Pemrick and Company uses a range of research tools to provide project stakeholders with a comprehensive view of market trends, industry dynamics, competitive challenges and other factors that impact the success of community and economic development initiatives. This includes both quantitative and qualitative approaches, from data analysis and desk research to surveys, one-on-one interviews, and roundtable discussions. We excel at collecting, interpreting, organizing, and presenting information, resulting in clear, actionable plans and strategies.

We often collaborate with various partners including land use planners, site selection consultants, community development professionals, and engineering firms. This allows the firm to add a market-based, analytical perspective to standard planning engagements and a strategic planning orientation to the process of business development and site selection. E.M. Pemrick and Company has worked closely with Community Planning & Environmental Associates for many years and has served as a team member on agricultural and farmland protection plans in the counties of Seneca, Lewis, Herkimer, Jefferson, Sullivan, Orange, Schoharie, Fulton, Ulster, and Putnam.

#### **CP&EA Past Teamwork**

The CP&EA team has a long history of collaboration on multiple projects. Examples of our collaboration include:

- Nan, Ellen and Rick have worked together on many county and local agricultural and farmland protection plans
- Nan and Ellen collaborate on comprehensive plans, strategic plans (such as the Town of Lexington, and the Town Schoharie Local Community Recovery Strategies and the 5-town economic revitalization plan for the Esopus/Delaware towns in Delaware and Greene Counties
- Nan, Ellen and the MJ Team is currently working together on the Town of Guilderland Comprehensive Plan
- Nan, Rick and Ellen are currently working together on the Fulton County and Ulster County Agricultural and Farmland Protection Plans
- Nan, Rick and the MJ Team worked together on the Town of Ballston's award-winning zoning and open space prioritization program for their PDR program.

## References

### **Town of Hampton Agricultural and Farmland Protection Plan**

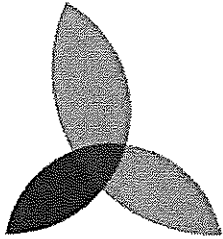
Bonnie Hawley, Chair, Town of Hampton Planning Board  
Email: hamptonplanning94@gmail.com

### **Town of Poughkeepsie Natural Resources Inventory and Open Space Plan**

Michael A. Welti, AICP, Director of Municipal Development, Town of Poughkeepsie  
One Overocker Road  
Poughkeepsie, NY 12603  
Phone: (845) 485-3657 | Fax: (845) 486-7885  
mwelti@townofpoughkeepsie-ny.gov

### **Town and Village of New Paltz**

Amanda Gotto, Climate Smart Project Manager  
52 Clearwater Rd. PO Box 550, New Paltz, NY 12561  
doamgo@aol.com



# Nan C. Stolzenburg Principal Planner

## SUMMARY OF QUALIFICATIONS

Ms. Stolzenburg is Principal Planner and founder of the consulting firm *Community Planning & Environmental Associates* in Berne, NY, Nan Stolzenburg has been inducted into the AICP College of Fellows (FAICP) and is a Certified Environmental Planner (American Institute of Certified Planners) with a Master's degree in Regional Planning. She also has degrees in Wildlife Biology (MS and BS). Ms. Stolzenburg has over 30 years of professional and technical experience in many areas of land use and the environment, with special interests in small town and rural planning, community revitalization, comprehensive planning, and public participation. Her specialty areas include land use planning techniques for rural and small communities, open space, environmental and agriculture land use planning, comprehensive plan development, community involvement strategies, and development of zoning and land use regulations. She has developed many comprehensive and strategic plans for over 80 upstate New York communities, some of which have won national and state-level planning awards, and has been involved in zoning and SEQR projects throughout New York State. Ms. Stolzenburg is among one of 33 people nationwide to have received the Certified Environmental Planner advanced certification in 2011, and one of 53 nationwide inducted into the AICP College of Fellows in 2022.

Ms. Stolzenburg is an adjunct professor for the Department of Geography and Planning at the University at Albany (Comprehensive Planning) and is a frequent instructor or panelist for community trainings across New York State.

In addition to dozens of comprehensive, strategic, and economic development plans, the following examples illustrate the breadth of planning expertise offered by Ms. Stolzenburg and CP&EA:

- Successful CFA grant application for the rehabilitation of the historic Hilton Barn in the Town of New Scotland.
- Primary author of the NYS DEC FEAF and SEAF SEQR workbooks.
- Town of New Paltz Natural Resource Inventory.
- Town of Nassau consultant on Special Use Permit for the Troy Sand and Gravel Mine.
- Town of Ancram consultant on zoning, subdivision, site plan, and for development of Town's Comprehensive Plan and local agricultural and farmland protection plan.

### Education:

BS, Wildlife Biology and Environmental Studies, SUNY College of Environmental Science and Forestry, Syracuse, NY (1980)

MS, Wildlife and Fisheries, University of Massachusetts, Amherst, MA (1983)

MRP, Regional Planning, SUNY University at Albany. Albany, NY (1995)

Fellow, American Institute of Certified Planners and Certified Environmental Planner.

### Years of Planning Experience:

30 years

### Areas of Experience:

Comprehensive and Strategic Planning

Community Revitalization

Main Street Planning and Small Community Economic Development

Development of Land Use Regulations

Environmental Planning, including environmental assessment

Agriculture and Farmland Protection Planning

SEQRA

Community Input Strategies: focus groups, workshops, surveys, online technologies



## Member Spotlight: Nan Stolzenburg, FAICP; Community Planning & Environmental Associates

**Name:** Nan Stolzenburg,  
FAICP

**Professional Position:**  
Consulting Planner/Owner,  
Community Planning & Environmental Associates.

**Education:** BS SUNY College of Environmental Science & Forestry; MS (Wildlife Biology), University of Massachusetts; MRP (Regional Planning), University at Albany

**APA Involvement:** Upstate New York Chapter and STaR member.

**How did you become interested in planning?**

My first career was in natural resources. Much later, I took a course in environmental planning and found a second career that where I had a niche and where I could combine my environmental interests with my love of rural landscapes and communities.

**What's the most interesting project you're working on?**

Helping a black women's advocacy group navigate the planning process in a very rural community to create an environmentally-oriented retreat center.

**What is one of your biggest successes?**

Writing a workbook guide to help local communities understand the environmental review process required for projects in New York State (SEQR).

**Have you had any projects that didn't work out?**

Yes! I was hired to help develop a comprehensive plan that they ultimately did not adopt.

**What did you learn from that experience?**

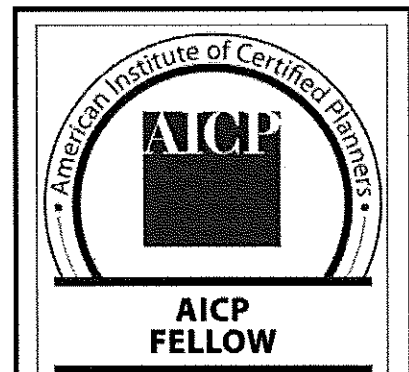
That there are many people who have profoundly different attitudes about community, land use, and the environment than I, and that sometimes you can't change that. The experience helped me learn to better accept those differences.

**Are you noticing any trends among small towns in your practice?**

Yes, more interest in planning among rural communities which goes along with an uptick in development pressures (solar farms, short term rentals, second homes, loss of farms). I unfortunately, also see a lot of divisiveness that makes public engagement very stressful and challenging.

**What's the best part of working in small towns & rural areas?**

The people! It is very rewarding working with people who are passionate about their community. And, feeling like the planning we do contributes to helping people understand their rural assets which in turn leads to a better chance of protecting their natural resources.



Four STaR Members were selected to join the College of Fellows of the American Institute of Certified Planners in 2022, and will be honored on May 1st at the National Planning Conference in San Diego:

- Stan Clausen
- Timothy Smith
- Michael Southard
- Nan Stolzenburg

## **Nan Stolzenburg, AICP CEP Client List, Volunteer Experience and Awards**

► Comprehensive PLANS, UPDATES TO PLANS, STRATEGIC PLANS, PLAN IMPLEMENTATION COMPLETED

### **Albany County**

Town of Rensselaerville (Comprehensive Plan)

Village of Altamont (Comprehensive Plan, Land Use Regulations, Project Review)

Village of Voorheesville (Comprehensive Plan, Land Use Regulations, Design Guidelines)

Town of Berne (Comprehensive Plan, Ag and Farmland Plan, Land Use Regulations, Project Review)

Town of Guilderland (Comprehensive Plan with MJ Engineering)

Town of New Scotland (Natural Resource Inventory, Zoning Updates)

### **Clinton County**

Town of Peru (Comprehensive Plan, Open Space Plan, Land Use Regulations)

Town of AuSable (Comprehensive Plan, Land Use Regulations, Training)

### **Columbia County**

Town of Gallatin (Comprehensive Plan, Zoning Updates)

Town of Kinderhook (Comprehensive Plan, Land Use Regulations)

Village of Kinderhook (Comprehensive Plan, Plan Updates, Land Use Regulations, Project Review)

Town of Chatham (Comprehensive Plan, Ag and Farmland Plan, Land Use Regulations, Project Review)

Town of Stockport (Comprehensive Plan, Land Use Regulations)

Town of Copake (Ag and Farmland Protection Plan, Land Use Regulations)

Town of Claverack (Comprehensive Plan, Land Use Regulations)

Town of New Lebanon (Comprehensive Plan, Land Use Regulations, Update to Plan)

Town of Ancram (Comprehensive Plan, Update to Plan, CDBG Hamlet Strategy, Ag and Farmland Protection Plan, Land Use Regulations, Project Review, Training)

Town of Ghent (Comprehensive Plan, Land Use Regulations)

Town of Hillsdale (Natural Resource Inventory)

### **Delaware County**

Town of Meredith (Ag and Farmland Protection Plan, Site Plan Law)

Town of Stamford (Comprehensive Plan)

Town of Tompkins (Comprehensive Plan)

Town of Harpersfield (Comprehensive Plan, Land Use Regulations)

Town of Colchester (Comprehensive Plan)

Village of Stamford (Comprehensive Plan, Land Use Regulations)

Town of Middletown (Comprehensive Plan, Land Use Regulations)

Town of Roxbury (Comprehensive Plan)

**Dutchess County**

Town of North East (Comprehensive Plan)

Town of Pine Plains (Comprehensive Plan, Trail Plan, Land Use Regulations, Project Review)

Town of Washington (Comprehensive Plan Update Related to Hospitality Uses)

**Essex County**

Town of Elizabethtown (Comprehensive Plan, Land Use Regulations)

Village of Port Henry (Comprehensive Plan, Consolidation of Town/Village Land Use Regulations)

Town of Moriah (Consolidation of Town/Village Land Use Regulations)

**Fulton County**

Town of Broadalbin (Comprehensive Plan)

**Greene County**

Town of Halcott (Comprehensive Plan, Ag and Farmland Protection Plan, Land Use Regulations, Project Review, Training)

Town of Cairo (Comprehensive Plan, Land Use Regulations)

Town of Hunter (Comprehensive Plan)

Town of Jewett (Comprehensive Plan, Land Use Regulations, GEIS)

Town of Durham (Comprehensive Plan)

Town of Lexington (Long Term Recovery Plan)

Town and Village of Athens (Comprehensive Plan, Land Use Regulations, Update to Plan)

**Madison County**

Town of Hamilton (Comprehensive Plan)

**Montgomery County**

Town of Minden (Comprehensive Plan, Land Use Regulations)

**Oneida County**

Village of Whitesboro (Comprehensive Plan, Land Use Regulations)

Town of Webb (Comprehensive Plan, Land Use Regulations)

**Otsego County**

Town of Springfield (Comprehensive Plan, Land Use Regulations)

Town of Butternuts (Comprehensive Plan)

Town of Cherry Valley (Comprehensive Plan)

**Rensselaer County**

Town of Pittstown (Comprehensive Plan)

Town of Schaghticoke (Comprehensive Plan, Land Use Regulations)

Village of Nassau (Land Use Regulations)

**Saratoga County**

Town of Providence (Comprehensive Plan)

Town of Galway (Comprehensive Plan, Land Use Regulations)

Town of Ballston (Land Use Regulations, Purchase of Development Rights Program)

**Schenectady County**

Town of Princetown (Comprehensive Plan)

**Schoharie County**

Town of Schoharie (Comprehensive Plan)

Village of Schoharie (Comprehensive Plan, Update to Plan, Long Range Recovery Strategy, NY Rising Plan, Land Use Regulations, Local Waterfront Revitalization Strategy, Project Review, Grant Writing, Grant Administration)

Village of Sharon Springs (SHARE IT Economic Development Plan, Comprehensive Plan, Land Use Regulations)

Village of Cobleskill (Comprehensive Plan)

Town and Village of Middleburgh (Joint Comprehensive Plan)

**Seneca County**

Town and Village of Seneca Falls (Joint Comprehensive Plan)

**Ulster County**

Town of New Paltz (Natural Resource Inventory)

Town of Woodstock (Zoning Update Related to Housing Opportunities)

**Washington County**

Town of White Creek (Comprehensive Plan, Ag and Farmland Protection Plan, Land Use Regulations)

**► Regional Level or Topic-Oriented PLANS COMPLETED**

Lewis County (Comprehensive Plan)

Esopus Delaware Local Waterfront Revitalization Plan (Five Towns)

Village of Schoharie Local Waterfront Revitalization Strategy

Cazenovia Partnership (Critical Land Identification)

Schoharie Land Trust (Site Plan Development for Farm Assessment Project)

Development Authority of the North Country (Model Land Use Laws for JLUS)

Tug Hill Tomorrow Land Trust Agricultural Prioritization and Farmland Protection Plan

Black Women's Blueprint, Site Analysis and Concept Site Design for Restore Forward Retreat Center

Town of Red Hook Local Waterfront Revitalization Plan (GEIS Mapping)

Town of New Paltz (Mill Brook Preserve Plan)

SHARE IT—Saving Historic Resources and Revitalizing the Economy, Village of Sharon Springs

Intermunicipal Generic Environmental Impact Statement on the Cooperstown Region, Otsego  
Generic Environmental Impact Statement on the Manor Kill Watershed  
Generic Environmental Impact Statement on the East Kill and Schoharie Watersheds, Jewett  
East Berne Strategic Plan/Linkage Study, Albany County  
Town of New Lebanon Housing Study  
Village of Malone Physical Enhancement Plan (With Delta Engineering)

► Town Planner on Retainer

Town of Waterford—Consultant to Planning Board

Town of New Scotland—Consultant to Planning Board, Land Use Regulations Updates, Grant Writing

Village of Schoharie—Consultant to Planning Board

Town of Union Vale – Consultant to Planning Board

Town of Ancram – Consultant to Planning Board and ZBA

Town of Woodstock – Consultant to Planning Board

► County-Level Agriculture and Farmland Protection Plans

Herkimer County (Original and Update)	Otsego County
Putnam County	Dutchess County
Sullivan County	Orange County
Jefferson County	Washington County
Schoharie County	Lewis County
Seneca County	Ulster County (In Progress)
Fulton County (In Progress)	

► Town-Level Agriculture and Farmland Protection Plans

Town of Chatham, Columbia County	Town of Halcott, Greene County
Town of Bethel, Sullivan County	Town of Liberty, Sullivan County
Town of Delaware, Sullivan County	Town of Callicoon, Sullivan County
Town of Berne, Albany County	Town of Granville, Washington County
Town of Ancram, Columbia County	Town of White Creek, Washington County
Town of Copake, Columbia County	Town of Hampton, Washington County

► Development of Regulations, Design Standards, Adoption of Regulations/SEQR

Town of Ancram, Columbia County	Town of Ballston, Saratoga County
Town of Athens, Greene County	Town of Berne, Albany County
Town of AuSable, Clinton County	Town of Cairo, Greene County

Town of Callicoon, Sullivan County  
Town of Caroline, Tompkins County  
Town of Chatham, Columbia County  
Town of Cherry Valley, Otsego County  
Town of Elizabethtown, Essex County  
Town of Ghent, Columbia County  
Town of Granville, Washington County  
Town of Halcott, Greene County  
Town of Hamilton, Madison County  
Town of Harpersfield, Delaware County  
Town of Kinderhook, Columbia County  
Town of Meredith, Delaware County  
Town of Middlefield, Otsego County  
Town of Minden, Montgomery County  
Town of New Lebanon, Columbia County  
Town of New Scotland, Albany County  
Town of Otsego, Otsego County  
Town of Peru, Clinton County

Town of Pine Plains, Dutchess County  
Town of Sharon, Schoharie County  
Town of Springfield, Otsego County  
Town of Stockport, Columbia County  
Town of Union Vale, Dutchess County  
Town of Washington, Dutchess County  
Town of Waterford, Saratoga County  
Town of White Creek, Washington County  
Town of Woodstock, Ulster County  
Village of Altamont, Albany County  
Village of Athens, Greene County  
Village of Cobleskill, Schoharie County  
Village of Kinderhook, Columbia County  
Village of Nassau, Rensselaer County  
Village of Schoharie, Schoharie County  
Village of Sharon Springs, Schoharie County  
Village of Stamford, Delaware County  
Village of Voorheesville, Albany County

Nan Stolzenburg was the principal author for New York State Department of Environmental Conservation's SEQR Workbooks – two companion guides to the SEAF and FEAF forms (see <http://www.dec.ny.gov/permits/6191.html>). These workbooks received the 2014 Planning Excellence Award for Best Practice from the American Planning Association, Upstate New York Chapter.

► Planning Board and Other Agency/Organization Training

Nan has also been a frequent panelist, speaker, and trainer on various planning, SEQR, and environmental topics for:

New York Planning Federation  
Upstate New York Chapter of American Planning Association  
American Farmland Trust  
Albany Law School  
Capital District Regional Planning Commission  
Columbia Land Conservancy  
Tug Hill Commission  
Resource Conservation Districts (RC&D)  
Catskill Community Resource Day  
Dutchess County Planning Federation and Town of Washington  
Schoharie County  
Madison County

Otsego County

Broome County

Multiple towns and villages hire Nan to conduct their mandatory 4-hour trainings for Planning Board and ZBA members.

► Volunteer and Community Involvement Experience

Catskill Center for Conservation and Development—Former Board Member

Schoharie Community Development Corporation—Board Member

Schoharie Economic Enterprise Corporation—Advisory Committee Member

Schoharie Land Trust—Former Board Member

Bender Farm Advisory Committee—Former Member

The Wildlife Society, New York Chapter, Former Board Member

Town of Wright Conservation Advisory Council—Past Chair

► Awards

Outstanding Student Project (North Central Troy: GIS Mapping and Planning Alternatives) from the American Planning Association, New York Upstate Chapter, 1996

Excellence in Tutoring Award from Empire State College, September 1996

Outstanding Planning Project: Comprehensive Planning for a Regional Plan (Otsego County Agricultural and Farmland Protection Plan) from the American Planning Association, New York Upstate Chapter, October 1999

Award of Excellence in Comprehensive Planning (The Village of Kinderhook Comprehensive Plan) from the American Planning Association, Upstate New York Chapter, July 2000

Outstanding Small Town Planning Project (The Village of Kinderhook Comprehensive Plan) from the American Planning Association, Small Town and Rural Planning Division, May 2000

Outstanding Planning Project in the Current Topic: Smart Growth (Town of Warwick Zoning and Build-out Analysis) from the American Planning Association, Upstate New York Chapter, September 2002

Planning Excellence Award for Best Practice, SEQR EAF Workbooks and EAF Mapper, October 2014

American Planning Association Small Town and Rural Division John Keller Planning Initiative Award, 2023

# Jaclyn Hakes, AICP

## Director of Planning

Jackie is a certified community planner with more than 22 years of professional experience in both the public and private sectors with expertise in land use, environmental and transportation planning. Her areas of specialization include public engagement, open space planning, comprehensive planning, waterfront planning, brownfield redevelopment, complete streets, resiliency planning, form-based code, downtown revitalization, SEQR and NEPA. Jackie can convey complex topics and information to a diverse audience and experience facilitating public involvement processes and consensus building. Jackie also has public sector experience conducting technical reviews for site plans, special use permits, and subdivisions.

### Representative project experience:

**Open Space Plan, Town of Bethlehem, NY.** Project manager for the development of an Open Space Plan for the Town of Bethlehem. The scope of work included inventory mapping and preparation of an open space preservation map and a robust public engagement plan. The public engagement plan included several public workshops and presentations, as well as regular updates to the Town's Open Space Plan website. The public engagement efforts highlighted the understanding that voluntary participation by interested landowners is key if the Town is to have success in open space conservation. This process helped to establish values and prioritize areas for preservation. This information was utilized to complete the final open space plan.

**Natural Resource Inventory & Open Space Plan, Town of Poughkeepsie, NY.** Jackie served as the project manager who lead the development of a Natural Resources Inventory (NRI) and Open Space Plan (OSP) for the Town of Poughkeepsie. The project, funded in part through NYSDEC's Hudson River Estuary Program, involved developing an NRI to identify environmental resources and constraints within the Town, and use that information to inform the preparation of the OSP. The plan provided a framework for the implementation of conservation projects based on community consensus.

**Open Space Plan Update, City of Saratoga Springs, NY.** Project manager for update of the City's Open Space Plan. The City first adopted its OSP in 1994, recognizing the value of open lands to the character of the City. The goal was to update the plan and associated maps that establish criteria for allocation of funds, inventory space, as well as areas for protection, preservation, conservation, parks, and both active and passive recreation. MJ is utilized the City's recently completed NRI as a baseline for determining what projects were best to include and move into the next stage of implementation.



### EDUCATION

Masters in Regional Planning (MRP), University at Albany

BA, Environmental Studies, Binghamton University

BA, Geography, Binghamton University

### PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners (AICP)

American Planning Association (APA)

NY Upstate Chapter APA

### YEARS OF EXPERIENCE

Total: 22

With MJ: 12



# Jacob Landis

## Planner

Jacob specializes in urban and regional planning; land planning, community/economic development, multi-modal transportation systems, trail design, public participation strategies and meeting facilitation, complete streets, resiliency planning, form-based code, SEQR and NEPA.

### Representative project experience:

**Comprehensive Plan Update, Town of Halfmoon, NY.** Jacob is currently serving as planner for this update to the Town of Halfmoon's comprehensive plan. This plan update will reflect the Town's current needs, opportunities, and refresh the future vision of the Town. MJ implemented a public engagement plan for this effort which included a project website, key stakeholder meetings, public meetings, public open house and workshops, online community survey, pop-up activities, and web/social media outreach. Jacob conducted research of existing conditions, monitored the project website, organized and spoke at focus group meetings and provided regular updates to Town staff and committees.

**Comprehensive Plan Update, Town of Guilderland, NY.** Jacob is currently serving as planner for this update to the Town of Guilderland's comprehensive plan to reflect the needs of today and identify a vision for the future. MJ, along with Town committee members and residents, are working together to determine Guilderland's short, medium, and long-term goals, and the steps for implementation that will be included in this plan update. MJ created a robust public engagement plan consisting of public meetings, pop up events, workshops, survey cards, an online website, video, and more. Once completed, the plan will help the town prepare for population changes, economic growth, transportation, education, environmental protection, recreation, infrastructure, residential and commercial growth and more. Jacob participated in preparing and carrying out a public information session regarding the comprehensive plan update process. He also Served as a facilitator during the meetings and provided general support to project lead.

**Comprehensive Plan Update and Local Waterfront Revitalization Plan, Village of Hastings-on-Hudson, NY.** Planner for the update of the Village's current Comprehensive Plan and the development of a LWRP. The Comprehensive Plan Update will address the Village's primary goal to improve the overall quality of life within the community, while the LWRP will address the primary goal to advance the community's long-term goal of remediation and redevelopment of the waterfront. Jacob assisted with public workshops, research, and the development of the draft LWRP.



### EDUCATION

Masters in Urban and Regional Planning, Virginia Polytechnic Institute (2021)

BA, Geography, Syracuse University (2018)

### TECHNICAL SKILLS

ESRI GIS Software (ArcMap, ArcScene, ArcGIS Pro, ArcCatalog, ArcGIS Online, ArcGIS StoryMap)

### YEARS OF EXPERIENCE

Total: 2

With MJ: 2



# TOWN-WIDE OPEN SPACE PLAN

## BETHLEHEM, NEW YORK



MJ was tasked with preparing a Town-wide Open Space Plan for the Town of Bethlehem. The scope of work included inventory mapping and preparation of an open space preservation map. The mapping inventory identified land use and resources within the Town including recreation, natural environment and habitat, public infrastructure, soil conditions, historic and cultural sites. Mapping of each resource allowed the MJ team to develop a resource baseline, showing overlapping open space resources. This aided in the identification of specific areas to be considered for preservation and illustrated important connections between resources. MJ developed a live model to weigh certain features and gather committee input.

MJ also implemented a robust public engagement plan to gather feedback at different stages of the process. The engagement plan included a public workshop at Five Rivers Environmental Education Center, a "Scenic Bethlehem Photo Survey" that invited residents to send the town photos of "scenic open and natural spaces" in town; opportunities for discussions with town staff on three summer Saturdays at the Delmar Farmers Market; maps, displays and opportunity for comment at the public library; several public presentations to the Town Board and ongoing updates to the town's Open Space Planning webpage; a Town Board member and ecologist-led kayak eco-tour on the Hudson River; and a dedicated email for comments at [OpenSpace@townofbethlehem.org](mailto:OpenSpace@townofbethlehem.org). The public engagement efforts highlighted the understanding that voluntary participation by interested landowners is key if the Town is to have success in open space conservation. This process helped to establish values and prioritize areas for preservation. This information was utilized to complete the final open space plan.

#### **CLIENT REFERENCE:**

Rob Leslie  
518.439.4955

#### **KEY PROJECT ELEMENTS:**

- Resource inventory
- Data analysis
- GIS and mapping
- Modeling
- Public engagement
- Committee coordination
- Community character and value analysis
- Creative outreach strategies
- Open Space Plan



# OPEN SPACE PLAN UPDATE

## SARATOGA SPRINGS, NEW YORK



MJ served as prime consultant for the update of the Open Space Plan for the City of Saratoga Springs. The City first adopted its Open Space Plan in 1994, recognizing the value of open lands to the character of the City. The goal of this project was to update the plan and associated map to establish criteria for the allocation of funds, inventory space, as well as areas for protection, preservation, conservation, parks, and both active and passive recreation.

The City completed an NRI in advance of updating its 2022 Open Space Plan. MJ utilized the NRI mapping data to develop a Conservation Analysis Tool which is a GIS-based model used to identify open space priorities based on a set of community specific criteria.

Examples of some of the criteria include:

- Parks & Recreation
- Historic Significance
- Community Educational Facilities/Services
- Biodiversity
- Agricultural Importance
- Potential for Future Development

A deliberate and consistent effort to gather and incorporate public input was central to the planning process. Public engagement activities included an interactive project website and an online Open Space Community Survey.

### CLIENT REFERENCE:

Tina Carton  
Planning Department 518.587.3550  
ext. 2534

### KEY PROJECT ELEMENTS:

- Data Analysis
- GIS & Mapping
- Modeling
- Public Engagement
- Project Website
- Survey
- Project Branding
- Committee Coordination
- Priority Conservation Areas
- Open Space Plan Document



# NATURAL RESOURCES INVENTORY & OPEN SPACE PLAN

TOWN OF POUGHKEEPSIE, NEW YORK

View the Project Website Here:

[bit.ly/3FGFj5v](http://bit.ly/3FGFj5v)



MJ was the prime consultant that lead the development of a Natural Resources Inventory (NRI) and Open Space Plan (OSP) for the Town of Poughkeepsie. The project, funded in part through NYSDEC's Hudson River Estuary Program, involved developing an NRI to identify environmental resources and constraints within the Town, and use that information to inform the preparation of the OSP. The overall plan provides a framework for the implementation of conservation projects based on community consensus.

MJ also used a Conservation Analysis Tool which is a GIS-based model used to identify open space priorities based on a set of community specific criteria. The information gathered was used to identify priority areas for preservation and complete the final open space plan.

MJ also developed an extensive public outreach plan for this project that included virtual public meetings to accommodate current social distancing protocols, while still encouraging community participation. Community surveys were also utilized for community members to share their vision and goals for this plan. A dedicated project website was developed and maintained and updated by the MJ team throughout the duration of the project. The website allowed the community residents to interact with the team and share valuable insight into their thoughts and ideas for the plan.

#### CLIENT REFERENCE:

Michael Welti  
Town of Poughkeepsie  
845.485.3657

#### KEY PROJECT ELEMENTS:

- Public Engagement
- Committee Coordination
- Resource Inventory
- Data Analysis
- GIS & Mapping
- Conservation Analysis Tool
- Modeling
- Community Character & Value Analysis
- Creative Outreach Strategies
- Project Website



# Rick Lederer-Barnes

## GIS Specialist & Environmental Planner

### Summary of qualifications

Mr. Lederer-Barnes is the Sole Proprietor of Upstate GIS, located in Cambridge, NY. Mr. Lederer-Barnes is an Independent Geographic Information Systems (GIS) Specialist and Environmental Planner with over 20 years of GIS experience. Mr. Lederer-Barnes provides contracted support to consulting firms in the Northeast, as well as direct services to organizations and municipalities. He specializes in cartographic design, data creation and analysis, viewshed analysis, and build-out analysis. He provides professional planning services in the areas of farmland and open space preservation, zoning, SEQR preparation and review, environmental review and analysis, fiscal analysis, and community visioning. In addition to his professional experience, Mr. Lederer-Barnes served on his local village board as a trustee for five years, two of which as the Deputy Mayor, and he is currently a board member of the Cambridge Valley Community Development and Preservation Partnership.

### Relevant Experience

#### **GIS Specialist / Environmental Planner, *Upstate GIS***

Cambridge, NY – April 2012 to Present.

Primary focus is on providing geospatial analyses and high-quality maps and graphics - whether the focus is a small neighborhood or a large region. Provides GIS and/or planning support for hundreds of projects and provides direct services to several organizations including land trusts, businesses, and municipalities.

#### **GIS Specialist / Environmental Planner, *Behan Planning and Design*** Saratoga Springs, NY – 2005-2012.

Managed several projects, including the Town of Charlton Farmland Protection Plan, the Town and Village of New Paltz Build-out and Fiscal Analysis, and the Mohawk Hudson Land Conservancy GIS Analysis for Strategic Land Acquisition Planning. Also served as a team member on over 60 planning and design projects for approximately 40 unique clients, with a significant focus on open space and farmland protection.

#### **Project Manager & Environmental Scientist, *SAGE Environmental*** Pawtucket, RI – 2000-2004.

Managed several soil- and water-impacted remedial sites in the Northeast. Responsible for the completion of Site Investigation Reports, Phase I through V reports for MA, and periodic status reports for submission to RI, MA and NY. Authored over 100 ASTM Phase I Environmental Site Assessment Reports, in addition to numerous Phase II Limited Subsurface Investigations for clients in the private sector. Also served as SAGE's GIS coordinator, involving preparation of GIS maps and presentations and training colleagues on the use of ArcView.



### Education:

BS, Geology, Union College, Schenectady, NY (1998)

MS, Geosciences, Brown University (2000)

Post-Baccalaureate Certificate in Geographic Information Systems, Pennsylvania State University (2005)

### Years of GIS Experience:

21 years

### Areas of Experience:

Cartography - including inventory and vision mapping

Spatial Analysis

Viewshed Analysis

Zoning and Build-out Analysis

Agriculture and Farmland Protection Planning

Natural Resources Inventories

Web map creation and remote data collection

Story Maps

Analysis of Land Use Regulations

SEQRA

Comprehensive and Strategic Planning

Environmental Planning, including environmental assessments

Fiscal Analysis

Community Input Facilitation: focus groups, workshops, surveys, online technologies



## Example Projects Involving Site Suitability/Prioritization Analysis

Upstate GIS has assisted several land trusts and government entities in determining the most important areas to focus land conservation efforts. The following projects all involved creating a prioritization and/or site suitability analysis:

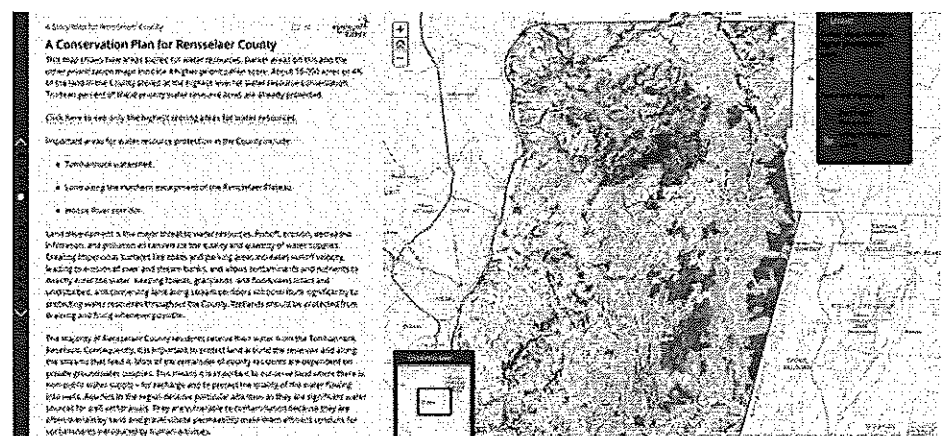
Agricultural Stewardship Association – **Farmland Conservation Plan (2017/in progress update)**  
Agricultural Stewardship Association – **Site Suitability Analysis for a Community Farm**  
Town of Ballston – **Purchase of Development Rights Program**  
Berkshire Natural Resources Council – **Land Conservation Prioritization Model**  
Connecticut Farmland Trust – **Statewide Farmland Conservation Plan - Suitability Analysis**  
Town of Ancram, NY – **Solar Suitability Analysis**  
Town of Austerlitz, NY – **Comprehensive Plan Update**  
The Chazen Companies – **Lake George Septic Suitability Model**  
Fulton County, NY – **Agricultural and Farmland Protection Plan (in progress)**  
Grassland Bird Trust – **Grassland Prioritization Analysis (in progress)**  
Hudson Highlands Land Trust – **Eastern Highlands Green Corridors Plan**  
Hudson Highlands Land Trust – **Philipstown Community Preservation Plan**  
City of Kingston – **Community Preservation Plan**  
Lewis County, NY – **Agricultural and Farmland Protection Plan**  
Town of Marbletown, NY – **Community Preservation Plan**  
Town of New Scotland, NY – **Natural Resources Inventory / Open Space Plan (in progress)**  
Rensselaer Land Trust – **Rensselaer County Conservation Plan (see more details below)**  
Town of Rochester, NY – **Community Preservation Plan (in progress)**  
Seneca County, NY – **Agricultural and Farmland Enhancement Plan**  
Tug Hill Tomorrow Land Trust – **Regional Farmland Protection Plan**  
Ulster County, NY – **Agricultural and Farmland Protection Plan (in progress)**

### Rensselaer County Conservation Plan

Upstate GIS helped the Rensselaer Land Trust (RLT) complete a Conservation Plan for the county in 2018. The plan's focus is to identify and map those lands and waters that are most critical to supporting Rensselaer County's quality of life. Upstate GIS inventoried, mapped, and assessed the natural resources and the significant open spaces and landscape features of the county. Upstate GIS also

assisted with public meeting facilitation, led by the NYS DEC Hudson River Estuary Program (HREP) staff, and subsequent digitizing of hundreds of comments annotated on workshop maps. Upstate GIS performed an extensive GIS inventory for the county –

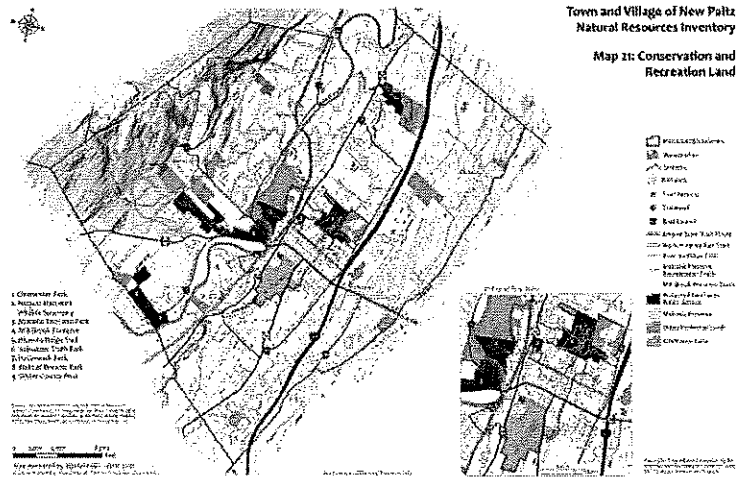
both consolidating and editing existing datasets and creating several new datasets. These datasets were used to calculate priority areas for conservation. To complete the project an ArcGIS Online Story Map was created which summarizes the plan and provides interactive maps throughout. The full plan is available at: <https://www.renstrust.org/images/projects/ConservationPlanFinal/RLT-Conservation-Plan---Reduced-Quality.pdf> and the StoryMap is available at: <https://arcg.is/1KSH1e>



# Related Projects, not involving Prioritization Analyses

## Town and Village of New Paltz Natural Resources Inventory

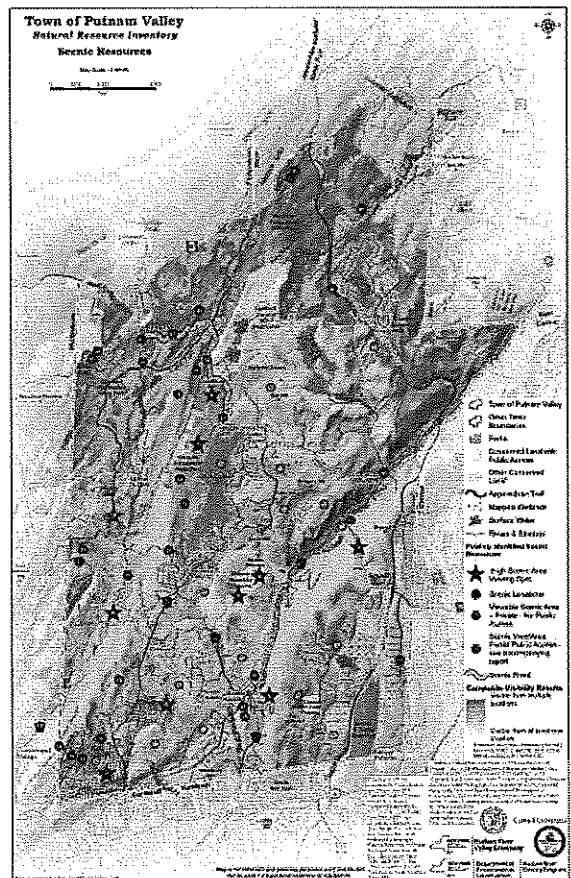
Upstate GIS, with assistance from Community Planning and Environmental Associates, recently assisted the Town and Village of New Paltz, NY with completion of a Natural Resources Inventory (NRI). New Paltz has a long history of open space and natural resource conservation planning and implementation. The NRI for New Paltz is unique as it is synthesizing all the town and village's past efforts while creating a unique document and set of maps that will be able to be used by landowners and town and village boards as they plan and review future projects in the community. An interactive web mapping application has also been developed by Upstate GIS for the project. The web map is a resource for review boards and interested landowners to obtain detailed information at the property level and can be viewed here: <https://arcg.is/1Sf0nu>



## Other NRI Mapping Projects

In 2018 Upstate GIS assisted the Hudson Highlands Land Trust with mapping and scenic viewshed analysis for the **Town of Putnam Valley, NY NRI**, and assisted Community Planning and Environmental Associates with mapping, writing, and meeting facilitation for the **Town of Hillsdale, NY NRI**. In 2019 Upstate GIS prepared the maps for Rensselaer Land Trust's (RLT) **Town of Poestenkill, NY NRI**. In 2020 Upstate GIS again assisted RLT in preparing mapping for the **City of Rensselaer, NY NRI**.

## Related Projects worked on while at



**Behan Planning and Design**

Prior to starting Upstate GIS Rick Lederer-Barnes worked at Behan Planning and Design of Saratoga Springs, NY, specializing in open space and farmland protection planning. The following are related projects with which Rick was involved while employed by Behan Planning and Design:

Town of Charlton, NY - **Farmland Protection Plan\***, **Farmland Protection Implementation**  
Town of Gardiner, NY - **Open Space Plan\***  
Town of Gorham, NY - **Farmland Protection Grant Services**  
Greene County, NY - **Hudson River Corridor Plan**  
Town of LaGrange, NY - **Open Space Plan**  
Town of Lodi, NY - **Farmland Protection Plan\***  
Town of Marletown, NY - **Natural Heritage Plan**  
Town of Marlborough, NY - **Recreation Needs Assessment**  
Mohawk Hudson Land Conservancy - **Land Acquisition Prioritization Services\***  
Town of Ogden, NY - **Open Space Plan**  
Rensselaer Plateau Alliance, Rensselaer County, NY - **Regional Conservation Plan\***  
City of Saratoga Springs, NY - **Environmental, Parks, and Open Areas Protection Program**  
County of Saratoga, NY - **Green Infrastructure Plan**  
Town of Saugerties, NY - **Open Space Plan\***  
Shawangunk Mountains Regional Partnership, Ulster and Orange Counties, NY - **Shawangunk Mountains Regional Open Space Plan**  
Town of New Paltz, NY - **Open Space Plan, Open Space Plan Implementation**  
Town of Wallkill, NY - **Farmland Protection Plan\***

*\*Projects which involved a prioritization analysis*

## **Project References**

### **Rensselaer Land Trust**

Nick Conrad, Past President  
415 River St, Troy, NY 12180  
nbconrad@msn.com  
518-659-5263

### **Hudson Highlands Land Trust**

Katrina Shindledecker, Executive Director  
P.O. Box 226 Garrison, NY 10524  
katrina.shindledecker@hhlt.org  
845-424-3358

### **Town and Village of New Paltz**

Amanda Gotto, Climate Smart Project Manager  
52 Clearwater Rd. PO Box 550, New Paltz, NY 12561  
doamgo@aol.com

## **FIRM PROFILE**

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E.M. Pemrick and Company is a sole proprietorship and a New York State-Certified Woman-Owned Business Enterprise (WBE) providing a range of community and economic development planning services. Established in 2006, we combine technical expertise in economic development and market analysis with a strong commitment to enhancing the vitality and success of client communities.



Services offered by E.M. Pemrick and Company include:

- Market Analysis
- Economic Development Planning
- Community & Downtown Revitalization Strategies
- Economic, Demographic, and Housing Analysis

E.M. Pemrick and Company uses a range of research tools to provide project stakeholders with a comprehensive view of market trends, industry dynamics, competitive challenges and other factors that impact the success of community and economic development initiatives. This includes both quantitative and qualitative approaches, from data analysis and desk research to surveys, one-on-one interviews, and roundtable discussions. We excel at collecting, interpreting, organizing, and presenting information, resulting in clear, actionable plans and strategies.

We often collaborate with various partners including land use planners, site selection consultants, community development professionals, and engineering firms. E.M. Pemrick and Company has worked closely with Community Planning & Environmental Associates for many years, and has served as a team member on agricultural and farmland protection plans in the counties of Ulster, Fulton, Seneca, Lewis, Herkimer, Jefferson, Sullivan, Orange, Schoharie, and Putnam.

### **CONTACT**

Ellen Morosoff Pemrick, Principal

P.O. Box 1010

Ballston Lake, NY 12019-0010

518.882.9535 (office)

518.366.5360 (cell)

[empemrick@nycap.rr.com](mailto:empemrick@nycap.rr.com)

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

## SELECTED PROJECT EXPERIENCE

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\* Denotes projects with Community Planning & Environmental Associates

\*\* Denotes projects with MJ



### Agricultural and Farmland Protection Plans\*

In the counties of Ulster, Fulton, Seneca, Lewis, Herkimer, Schoharie, Jefferson, Sullivan, Orange, and Putnam

### Community Plans

Roles have included demographic, housing, economic, and tourism analysis; stakeholder interviews; focus group facilitation; assistance with public meetings; and development of recommendations

- Town of Guilderland: Comprehensive Plan\*\*
- Town of Washington: Evaluation of Hospitality Uses\*
- Town of North East and Village of Millerton: Comprehensive Plan\*
- Village of Voorheesville: Comprehensive Plan\*
- Village of Stamford: Comprehensive Plan\*
- Village of Highland Falls: Local Waterfront Revitalization Strategy
- City of Lockport: South Street Neighborhood Needs Assessment and Action Plan
- Town of Esopus: Comprehensive Plan

### Market Analysis

- Market Assessments for Brownfield Reuse and Redevelopment Plans with Vita Nuova LLC in the cities of Gloversville and Lockport; the Towns of North Attleboro and Great Barrington (MA); the City of Claremont (NH); and the counties of Adams and Clearfield (PA)
- Greater Mohawk Valley Land Bank: 132 W. Grand Street (Palatine Bridge) Feasibility Study
- City of Oswego: Oswego Multi-Purpose Athletic and Civic/Community Facility Feasibility Study
- City of Amsterdam: Opportunity Assessment for the Downtown Amsterdam Multimodal Center / Amtrak Station Relocation Study\*\*

- City of Glens Falls: Market Analysis for South Street/Broad Street Brownfield Opportunity Area Nomination Study
- City of Norwich: Market Analysis for Norwich Brownfield Opportunity Area Revitalization Plan
- Town of Clay: Market Analysis for Three Rivers Point Brownfield Opportunity Area Nomination Study
- Town and Village of Fort Edward: Downtown Renaissance BOA Nomination Study

### Planning for the North Country Downtown Revitalization Initiative (DRI) and NY Forward

- NY Forward: Villages of Cape Vincent, Lyons Falls, and Waddington\*\*
- DRI: Villages of Massena, Tupper Lake, Potsdam, and Saranac Lake\*\*

### Economic Development Planning

- Town of Canajoharie/Montgomery County: Target Market Analysis and Workforce Development Center Feasibility Assessment for Beech-Nut Site Reuse Analysis
- Town of Southport: Economic Development Strategy
- Broome County: Economic and Labor Market Analysis for the Broome County Comprehensive Plan
- MARK Project (Arkville): Revitalizing the Esopus/Delaware Region, A Regional Economic Development Strategy for the Central Catskills\*

## **Ellen Morosoff Pemrick, Principal, E.M. Pemrick and Company**

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### **EDUCATION**

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- Master of Regional Planning, Concentration in Economic and Community Development – University of North Carolina, Chapel Hill, NC
  - Bachelor of Arts, Sociology – State University of New York College at Purchase, Purchase, NY
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### **PROFESSIONAL EXPERIENCE**

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Ellen Morosoff Pemrick has nearly three decades of experience in economic development, market analysis, and community planning. Over the course of her career, she has developed a large and diverse project portfolio that includes agricultural and farmland protection plans, market studies, community and downtown revitalization plans, economic development strategies, and comprehensive plans for public sector clients.

Prior to establishing E.M. Pemrick and Company in 2006, Ellen Morosoff Pemrick held long-term positions with private consulting firms, serving as Director of Economic Development for six years and Principal Planner for seven years. She also spent five years with the Legislative Commission on Skills Development and Vocational Education, where she conducted research and developed recommendations for the New York State Legislature on workforce development needs and education and training programs.

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### **SELECTED EXPERIENCE**

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- Collaborated with Community Planning & Environmental Associates on agricultural and farmland protection plans in ten counties
  - Contributed to comprehensive plans in a dozen upstate New York communities
  - Prepared economic and market analyses for multiple Brownfield Opportunity Areas, Brownfield Reuse and Redevelopment Plans, Downtown Revitalization Initiatives, and other projects
- 

### **COMMUNITY INVOLVEMENT AND VOLUNTEER EXPERIENCE**

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- AIA Design & Resiliency Team, Belchertown, Massachusetts, February 2016
- Juror, 2015 Erie Canalway Heritage Award of Excellence
- Treasurer, Hudson-Mohawk Bird Club, 2005 to Present
- Board of Directors, Hudson-Mohawk Bird Club, 2004 to Present
- Comprehensive Plan Advisory Committee, Town of Colonie, NY, 2004 to 2005

## **Section VI: Insurances**

Insurance: CP& EA will provide full insurance certificates naming the County, its officers, employees and assigns as additional insured upon awarding of this contract upon request. CP& EA holds comprehensive general liability, professional liability, and comprehensive automobile liability insurance policies.

MWBE Status: Both CP&EA and E.M. Pemrick & Co are New York State Certified Woman-Owned Enterprises and have been certified as such by the New York State Division of Minority and Women's Business Development (Empire State Development).

RESOLUTION

# 7

Resolution No. \_\_\_\_\_ of 2024, a resolution scheduling a public hearing on a proposal to allow sales, leasing, maintenance, manufacturing and distribution of zero-emission and electric vehicles in the B-4, B-4A, B-5, LI-1 and LI-2 zoning districts, as well as commercial recreation facilities in the Town's B-5, LI-1 and LI-2 zoning districts.

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

WHEREAS, the Planning Board has recommended changes to the Zoning Code regarding the allowance of sales, leasing, maintenance, manufacturing, and distribution of zero-emission and electric vehicles, and the allowance of commercial recreation facilities within certain zones, and

WHEREAS, the Town Board wishes to receive public comment on a proposal to allow zero-emission and electric vehicle sales, leasing, maintenance, manufacturing and distribution and allowing commercial recreation facilities within the noted zoning districts; now, therefore be it

RESOLVED, that a public hearing is scheduled for June 6, 2024 at 7:05pm on a proposal to allow sales, leasing, maintenance, manufacturing, and distribution of zero-emission and electric vehicles in the Town's B-4, B-4A, B-5, LI-1 and LI-2 zoning districts, and to allow commercial recreation facilities in the Town's B-5, LI-1 and LI-2 zoning districts; and be it further

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

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, May 3, 2024 9:08 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #781

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

**Department:** Planning Department

**Your Name:** John Scavo

**Your Email:** [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** N/A

**Budget Description:** N/A

**Amount:** 0

**Brief Description:** Amend Chapter 208 of the Town Code by local law to allow Zero-Emission Vehicles and electric Vehicles, sales, maintenance, manufacturing, and distribution in the B-5, LI-1, and LI-2 Zoning Districts.

and

Amend Chapter 208 of the Town Code by local law to allow Commercial Recreation Facilities in the B-5, LI1 & LI2 Zoning Districts.

**Add Supporting Docs:**

[9c4b5e3084c20ba8\\_supporting\\_infromationpdf.pdf](#)

**Additional Comments/Details:** Attachment includes 1-Adoption of Local Law Process Chart; 2-Text Amendment for EV & ZEV 3-Text Amendment to Commercial Recreation Facilities 4-Site Plan Guidance for Consideration of Commercial Recreational Facilities; 5-Interoffice Memo outlining recent interest for Recreation demands in Industrial Zoned Areas.

**Agree to Terms:** Agree

[unsubscribe](#)

# Chapter 208

## Zoning

### Article II

#### § 208-7 Definitions and word usage.

A. Certain words and terms used in this chapter are defined, for the purposes thereof, as follows:

#### **COMMERCIAL RECREATION FACILITY**

An indoor and/or outdoor privately run business involving playing fields, courts, arenas or halls designed to accommodate sports and recreational activities, such as but not limited to billiards, bowling, gymnasiums, health spas, skating rinks, indoor shooting ranges, tennis courts, swimming pools, and golf facilities, martial arts, and other similar uses that may require heightened ceilings or large open areas.

#### **ELECTRIC VEHICLE (EV)**

An electric vehicle is one that operates, either partially or exclusively, on electrical energy from the grid, or an off-grid source that is stored on-board for motive purposes.

#### **ZERO EMISSION VEHICLE (ZEV)**

Zero-emission vehicles (ZEVs) are vehicles with no harmful tailpipe emissions and include plug-in electric vehicles (PEVs) and fuel-cell electric vehicles (FCEVs).

#### **Article VI Highway Business Districts B-4**

##### § 208-45 Permitted uses.

B.

Electric Vehicle (EV): Sales, leasing, distribution, manufacturing, and maintenance.

Zero Emissions Vehicles (ZEV): Sales, leasing, distribution, manufacturing, and maintenance.

#### **Article VIA Highway Business/Restricted Retail Districts B-4A**

##### § 208-50.2 Permitted uses.

B.

Electric Vehicle (EV): Sales, leasing, distribution, manufacturing, and maintenance.

Zero Emissions Vehicles (ZEV): Sales, leasing, distribution, manufacturing, and maintenance

#### **Article VII Corporate Commerce Districts B-5**

##### § 208-53 Permitted uses.

A.

(13) Commercial Recreation Facility, subject to 208-94

(14) Electric Vehicle (EV): Sales, leasing, distribution, manufacturing, and maintenance.

(15) Zero Emissions Vehicles (ZEV): Sales, leasing, distribution, manufacturing, and maintenance.

## **Article IX Light Industrial Districts LI**

### **§ 208-64 Permitted and prohibited uses.**

#### **A. Permitted uses; LI-1 area.**

(1)

(p) Commercial Recreation Facilities, subject to 208-94

(q) Electric Vehicle (EV): Sales, leasing, distribution, manufacturing, and maintenance.

(r) Zero Emissions Vehicles (ZEV): Sales, leasing, distribution, manufacturing, and maintenance

#### **B. Permitted uses; LI-2 area. An owner shall be permitted to have more than one tenant in an approved facility, provided that all occupancies fall within the permitted use.**

(13) Commercial Recreation Facilities, subject to 208-94

(14) Electric Vehicle (EV): Sales, leasing, distribution, manufacturing, and maintenance.

(15) Zero Emissions Vehicles (ZEV): Sales, leasing, distribution, manufacturing, and maintenance

~~(13)~~ (16) Only the following special uses shall be considered pursuant to § 208-79 et seq.:  
[Added 4-6-1998 by L.L. No. 2-1998]

### **§ 208-94 Recreation centers.**

A. During all periods of time after sundown that the recreation center shall be open and conducting the business of a recreation center, the entire premises, including land area wherein the public is invited, shall be fully and adequately lighted so that no area shall be in darkness.

#### B. Site Plan Considerations for Recreational Facilities and Improvements

1. Site Plan and site information requirements per Chapter 208 of the Clifton Park Town Code

2. Access & other constraints

3. Spatial & Technical Requirements

a. Schedules of accommodation areas and special requirements

b. Schedules of users (including external users) and their numbers, departments, functions,

c. Spatial layout (i.e., open-plan or single offices/rooms, spectator areas, equipment storage, changing rooms).

d. Acoustic standards (speakers, sound dampening walls, lighting alert alarm)

e. Required adjacencies, groupings, and separations.

f. Site circulation, including commercial and service deliveries, vehicles, pedestrians, and cyclist circulation patterns (pick-ups/drop-offs).

g. Phasing

h. Mechanical and equipment requirements

i. Waste and water provisions and management

j. Safety and security requirements

k. Flexibility and future uses

l. Durability and lifespan

m. Architectural. The architectural design shall consider building facade, including color, and other significant design features such as exterior materials and treatments, roof structures, exposed mechanical equipment and service and storage areas. Architectural block or similar facades, especially along the road frontage, shall be required.

**RESOLUTION  
# 8**

Resolution No. \_\_\_\_\_ of 2024, a resolution approving a job title change for the current Stormwater Management Officer, Scott Reese, to Stormwater Program Coordinator.

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

WHEREAS, as a result of the directive from the New York State Department of Environmental Conservation, all Municipal Separate Storm Sewer Systems (MS4s), which includes the Town system, must designate a position titled Stormwater Program Coordinator, and

WHEREAS, the Stormwater Program Coordinator oversees the development, implementation, and enforcement of the Stormwater Management Program (SWMP), and coordinates all elements of the SWMP to ensure compliance with the State Pollutant Discharge Elimination System (SPDES) general permit requirements, and develops and submits the Annual Report, and

WHEREAS, certain sections of the Clifton Park Town Code refer to the Stormwater Management Officer; now therefore be it

RESOLVED, that pursuant to Clifton Park Town Code section 36-4 (A), the Town Board approves the designation of a position titled Stormwater Program Coordinator; and be it further

RESOLVED, that those sections of the Town Code making reference to the Stormwater Management Officer shall be deemed to refer to the Stormwater Program Coordinator.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, May 3, 2024 11:06 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #782

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

**Department:** Planning / Zoning

**Your Name:** Scott Reese

**Your Email:** [sreese@cliftonpark.org](mailto:sreese@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** N/A

**Budget Description:** N/A

**Amount:** N/A

**Brief Description:** Resolution Changing the Title of the MS4 Stormwater Program Coordinator  
WHEREAS, the New York State Department of Environmental Conservation has issued the new General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems Permit, GP-0-24-001 under the MS4 Program requiring MS4s designate a position titled Stormwater Program Coordinator; and  
NOW, therefore, be it  
RESOLVED, that the Town Board hereby designates the current Stormwater Management Officer, Scott Reese as the Stormwater Program Coordinator;

**Add Supporting Docs:**

**Additional Comments/Details:** The MS4 Operator must designate a Stormwater Program Coordinator who must be knowledgeable in the principles and practice of stormwater management, the requirements of the State Pollutant Discharge Elimination System (SPDES) general permit, and the Stormwater Management Program (SWMP). The Stormwater Program Coordinator oversees the development, implementation, and enforcement of the SWMP; coordinates all elements of the SWMP to ensure compliance with this SPDES general permit; and develops and submits the Annual Report.

**Agree to Terms:** Agree

[unsubscribe](#)



Department of  
Environmental  
Conservation

FINAL  
PERMIT

for

NEW YORK STATE  
DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION

SPDES GENERAL PERMIT

for

STORMWATER DISCHARGES

from

MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s)

Permit No. GP-0-24-001

Issued Pursuant to Article 17, Titles 7, 8 and Article 70  
of the Environmental Conservation Law

Issuance Date: December 13, 2023

Effective Date: January 3, 2024

Expiration Date: January 2, 2029

Scott Sheeley

Chief Permit Administrator

A handwritten signature in black ink that reads "Scott E. Sheeley".

DECEMBER 13, 2023

Authorized Signature

Date

Address: NYS DEC

Division of Environmental Permits

625 Broadway, 4th Floor

Albany, NY 12233

- b. In the *SWMP Plan*, the *MS4 Operator* must *develop* and maintain an inventory of entities assisting in permit implementation that includes the following information:
  - i. Name of entity performing permit implementation; and
  - ii. Permit requirement being implemented performed by entity.
- c. Irrespective of any agreements, each party remains legally responsible for obtaining its own permit coverage, for filing the *NOI*, and satisfying all requirements of this *SPDES* general permit for its own *discharges*.
- d. Within thirty (30) days signing, alternative implementation agreements (Part IV.A.1.) must be documented in the *SWMP Plan* (Part IV.B.).
- e. Annually review and update any alternative implementation agreements in the *SWMP Plan*, as necessary.

## 2. Staffing plan/Organizational chart

Individual *SWMP* components may be *developed*, implemented, or enforced by different titles associated with the *MS4 Operator*, or other entities as described in Part IV.A.1. Within six (6) months of the EDC, the *MS4 Operator* must *develop* a written staffing plan/organizational chart which includes job titles and other entities as identified in Part IV.A.1, and the roles and responsibilities for each corresponding to the required elements of the *SWMP*. The staffing plan must describe how information will be communicated and coordinated among all those with identified responsibilities. All staffing plan/organization charts must be documented in the *SWMP Plan* (Part IV.B.).

## B. *SWMP Plan*

The *SWMP Plan* must contain, at a minimum, all permit requirements implemented to meet the terms and conditions of this *SPDES* general permit, and documentation required by this *SPDES* general permit. The *SWMP Plan* may incorporate by reference any documents that meet the requirements of this *SPDES* general permit. If an *MS4 Operator* relies upon other documents to describe how the *MS4 Operator* will comply with the requirements of this *SPDES* general permit, the *MS4 Operator* must attach to the *SWMP Plan* a copy of these documents.

The *SWMP Plan* must identify if any requirements from Part VI. through Part IX. do not require updates and include the rationale behind the determination. The *SWMP Plan* must identify if any requirements from Part VI. through Part IX. are not applicable and include the rationale behind the determination.

### 1. *Stormwater* Program Coordinator

On the *NOI*, the *MS4 Operator* must designate a *Stormwater* Program Coordinator who must be knowledgeable in the principles and practices of *stormwater* management, the requirements of this *SPDES* general permit, and the *SWMP*. The *Stormwater* Program Coordinator oversees the *development*, implementation, and enforcement of the *SWMP*; coordinates all elements of the

*SWMP* to ensure compliance with this *SPDES* general permit; and *develops* and submits the Annual Report (Part V.B.2.). The name, title, and contact information of the *Stormwater* Program Coordinator must be documented in the *SWMP Plan*.

## 2. Availability of *SWMP Plan*

- a. Within six (6) months of the EDC, the *MS4 Operator* must make the current *SWMP Plan*, and documentation associated with the implementation of the *SWMP Plan*, available during normal business hours to the *MS4 Operator's* management and staff responsible for implementation as well as the *Department* and United States Environmental Protection Agency (USEPA) staff.<sup>2</sup> The completion of this permit requirement must be documented in the *SWMP Plan*.
- b. Within six (6) months of the EDC, the *MS4 Operator* must make a copy of the current *SWMP Plan* available for public inspection during normal business hours at a location that is accessible to the public or on a public website. The location of the *SWMP Plan* must be kept current. The completion of this permit requirement must be documented in the *SWMP Plan*.

## 3. Timeframes for *SWMP Plan* Development or Updates

*MS4 Operators* must *develop* and implement their *SWMP Plan* in accordance with the timeframes set forth in this *SPDES* general permit. Annually, after the end of the Reporting Year and by April 1, the *SWMP Plan* must be updated to ensure the permit requirements are implemented. More frequent updates to the *SWMP Plan* are noted throughout this *SPDES* general permit in specific permit requirements.

## C. Minimum Control Measures (MCMs)

The MCMs for *traditional land use MS4 Operators* are listed in Part VI. while those for *traditional non-land use control MS4 Operators* and *non-traditional MS4 Operators* are listed in Part VII. Parts III.B, Part VIII, and Part IX. list additional requirements for all *MS4 Operators discharging* to impaired waters.

*MS4 Operators* subject to Part VI.

For *MS4 Operators* subject to Part VI. requirements, all MCMs must be implemented within the *automatically designated area* or an *additionally designated area* subject to Criterion 1 or 2 of the Additional Designation Criteria (Appendix B).

For *MS4 Operators* subject to Part VI. requirements, MCM 4 and MCM 5 must also be implemented within an *additionally designated area* subject to Criterion 3 of the Additional Designation Criteria (Appendix B).

*MS4 Operators* subject to Part VII.

For *MS4 Operators* subject to Part VII. requirements, all MCMs must be implemented within the *automatically designated area* or an *additionally designated area* subject to Criterion 1 or 2 of the Additional Designation Criteria (Appendix B).

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<sup>2</sup> Part X.F. contains the duty for the *MS4 Operator* to provide information.

**RESOLUTION**  
**# 9**

Resolution No. \_\_\_\_\_ of 2024, a resolution to approve the execution of an agreement for inspection and design services related to third party attachment efforts throughout the Town that are within National Grid's service territory.

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

WHEREAS, Director of Planning and Zoning, John Scavo, has identified the need for professional services associated with attaching to National Grid's utility poles to expand the Town's current footprint and customer base, and

WHEREAS, the scope of the inspection and design services will include such activities as mobilization, field inspections, data manipulation, make-ready documentation and application submittal to National Grid, and

WHEREAS, CHA Companies, Inc. (CHA), submitted a quote offering to provide comprehensive inspection and design services in a lump sum amount of \$5,000 for the initial seven (7) Town locations, with future lump sum costs of \$1,000 per location, and

WHEREAS, CHA is the sole local vendor that provides these services; now therefore be it

RESOLVED, that the Director of Planning and Zoning, John Scavo, is authorized to accept the quote of CHA in an amount not to exceed \$5,000 for the initial seven (7) Town locations, to be paid with a transfer from SL-05182-00005 (Lighting District- Lighting District- Utilities) to SL-05182-00135 (Lighting District- Lighting District- Engineering).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, May 3, 2024 2:52 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #785

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

**Department:** Planning Department

**Your Name:** John Scavo

**Your Email:** [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** SL-915 Assigned Fund Balance to SL 5182-135 Lighting District

**Budget Description:** Lighting District

**Amount:** \$5,000

**Brief Description:** Inspection and design services associated with 3rd party attachment efforts across the town within National Grid's service territory. Clifton Park has identified the need for professional services associated with attaching to National Grid's utility poles to expand its current footprint and customer base.

The scope of work will include such activities as mobilization, field inspections, data manipulation, make-ready documentation, and application submittal. All work will be in accordance with National Grid's specifications and design standards.

**Add Supporting Docs:**

[4132acf220dfdeb6\\_CHA\\_Shortformagreement.pdf](#)

[fc5f149442e70e38\\_Clifton\\_Park\\_3rd\\_Party\\_Attachment\\_Proposal.pdf](#)

[e1c70d4de599def8\\_streetlight\\_New\\_Install\\_List.pdf](#)

**Additional Comments/Details:** Fees are proposed as a lump sum of \$5,000 for the initial seven (7) locations provided in the excel file "streetlight New Install List" and moving forward a Lump sum fee of \$1,000 per location assigned. This fee includes field data collection, reconciliation, make-ready design, Pre-Existing Condition (PEC) investigation, and uploading into National Grid's system.

- Per point pole loading fee as needed \$260 per location
- Application rework (after submittal and acceptance by National Grid) will be handled on time and material basis.

**Agree to Terms:** Agree

[unsubscribe](#)

**CHA  
SHORT FORM AGREEMENT**

THIS AGREEMENT is made this            day of            , 2017 by and between            (hereinafter "CHA") and            (hereinafter "Client"). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

**1. Services of CHA**

CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached and incorporated by reference.

**2. Schedule of Services**

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

**3. Responsibilities of Client**

Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA's performance of the Services.

**4. Compensation**

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31<sup>st</sup> day at the rate of 1% per month (12% per annum).

In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client's notice to CHA. Client's failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

**5. Termination**

This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.

**6. Use of Documents**

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain CHA's property. Submission or distribution of any said instruments of service to meet statutory or regulatory requirements or for other purposes in connection with the Project shall not constitute publication or otherwise affect CHA's reserved rights with respect to said documents. Provided that the Client meets its obligations under this Agreement including, but not limited to, payment, CHA shall grant to the Client a nonexclusive license to use said instruments of service, and shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written

consent. If this Agreement shall be terminated prior to completion of CHA's Services, the Client shall pay a licensing fee to CHA for the Client's continued use of CHA's drawings, plans or other documents for purposes of the Project. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

**7. Relationship of Parties**

CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

**8. Assignment**

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

**9. Standard of Care**

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.

**10. Insurance**

CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim.

**11. Indemnification**

CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client subject to any limitations of liability contained in this Agreement.

**12. Limitation on Liability**

The total liability of CHA and its officers, directors, shareholders, partners, employees and agents to Client and any one 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, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

**13. No Personal Liability**

Notwithstanding any other provision of this Agreement to the contrary, CHA’s officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA’s performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement

**14. Waiver of Consequential Damages**

In no event shall CHA be liable to Client or the Client to CHA for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/CHA.

**15. Mediation**

The parties, as a condition precedent to commencing litigation (other than for the non- payment of CHA’s fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

**16. Other Agreements**

(a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control; (g) No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

<b>CHA</b>	<b>CLIENT</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date _____	Date: _____

Rev.  
03/2017



March 25, 2024

Mr. John Scavo  
Director of Planning, Town of Clifton Park

**RE: Applicant Directed Design – Street light applications**

Dear Mr. Scavo:

CHA understands that the Town of Clifton Park is seeking inspection and design services associated with 3<sup>rd</sup> party attachment efforts across the town within National Grid's service territory. Clifton Park has identified the need for professional services associated with attaching to National Grid's utility poles to expand its current footprint and customer base.

### **Scope of Work**

The scope of work will include such activities as mobilization, field inspections, data manipulation, make-ready documentation, and application submittal. All work will be in accordance with National Grid's specifications and design standards.

### **General Description of Work**

- Personnel from CHA will mobilize in the field to start inspections on the Town's pre-approved poles.
- All data collected in the field will be collected with an IKE 4 device per National Grid requirements.
- Data collected in the field will be uploaded to CHA's offices at which point assigned staff will start detailing the existing conditions found in the field.
- Once all existing conditions are noted, CHA will then proceed with filling out National Grid's required Exhibit 5 documentation. This will include make-ready determinations and preexisting condition research.
- Once reconciliation is complete, CHA will provide Clifton Park with the required make ready modifications necessary to complete the application. Clifton Park will review and decide how to proceed.
- CHA will coordinate with Joint Owners (JO) for reconciliation.
- Once approved, CHA will complete the necessary GIS work in National Grid's system per their standards and procedures.

### **Project Approach & Coordination**

- CHA will provide field staff to obtain all necessary field data.
- Each staff member will be versed in data collection associated with the IKE and National Grid's requirements.
- Each staff member will be equipped with Personal Protective Equipment (PPE) and IKE 4 units.
- At CHA, our technology professionals are well versed in mobile application development, including custom application design, equipment configuration, and data management.
- Field personnel will coordinate gathered field data with internal GIS professionals throughout the project. Information will be downloaded to our server to ensure data collection tools maintain proper storage capacity throughout the project.

### **Environmental Health & Safety**

- CHA will prepare a Health and Safety Plan (HASP), outlining safety policies, procedures, and other important information for CHA field personnel working in the field.
- All safety clothing, equipment, materials, references, and supplies will be provided to our personnel for performing site visits and investigations.

### **Schedule**

Upon a Notice to Proceed, CHA and Clifton Park will prioritize and develop a mutually agreeable schedule to work through the backlog of work assignments.

Going forward for all future poles, CHA will provide field services and completed applications within 50 days from a Notice to Proceed. This schedule will be a rolling schedule as additional poles are assigned to CHA. This schedule is contingent on Clifton Park, Joint Owners, and National Grid's timely responses to requests for comments.

### **Fee**

CHA proposes a lump sum fee of \$5,000 for the initial seven (7) locations provided in the excel file "streetlight New Install List" and moving forward a Lump sum fee of \$1,000 per location assigned. This fee includes field data collection, reconciliation, make-ready design, Pre-Existing Condition (PEC) investigation, and uploading into National Grid's system.

- **Per point pole loading fee as needed      \$260 per location**
- **Application rework (after submittal and acceptance by National Grid) will be handled on time and material basis.**



**Assumptions & Clarifications**

We offer the following assumptions and clarifications relative to our scope of services.

- CHA will be granted free and unimpeded access to the project sites and all properties contained therein. Client shall arrange for moving of obstructions such as parked vehicles, equipment, etc., as required for access to investigation locations.
- All work will be within the National Grid Right-Of-Way. Coordinating with and approvals from other agencies or utility owners is not required.
- Only those poles with National Grid ownership will be surveyed and included in each application.
- The Town of Clifton Park will pay all fees associated with the 3<sup>rd</sup> party aerial attachment applications to National Grid.
- The Town of Clifton Park will pay Verizon or other Joint Pole owner for their reconciliation.
- Applications provided to CHA will be complete per National Grid's standards. This includes sag information, cable information, and strand maps.
- Transmission and sub transmission poles will not be included under this scope. If transmission or sub transmission poles require attachment, a separate scope and fee will be required.
- Permitting services are not included in scope but can be provided for an additional fee.
- The standard CHA "short-form" contract terms and conditions, provided separately, will be executed.

CHA appreciates the opportunity to provide the Town of Clifton Park with this proposal and looks forward to working with you and your team on the above referenced project. Should you have any questions, please do not hesitate to contact me at (518) 453-4544 or via email at [akinley@chasolutions.com](mailto:akinley@chasolutions.com).

Sincerely,



Andrew J. Kinley  
Vice President  
Utility Infrastructure Business Practice Leader

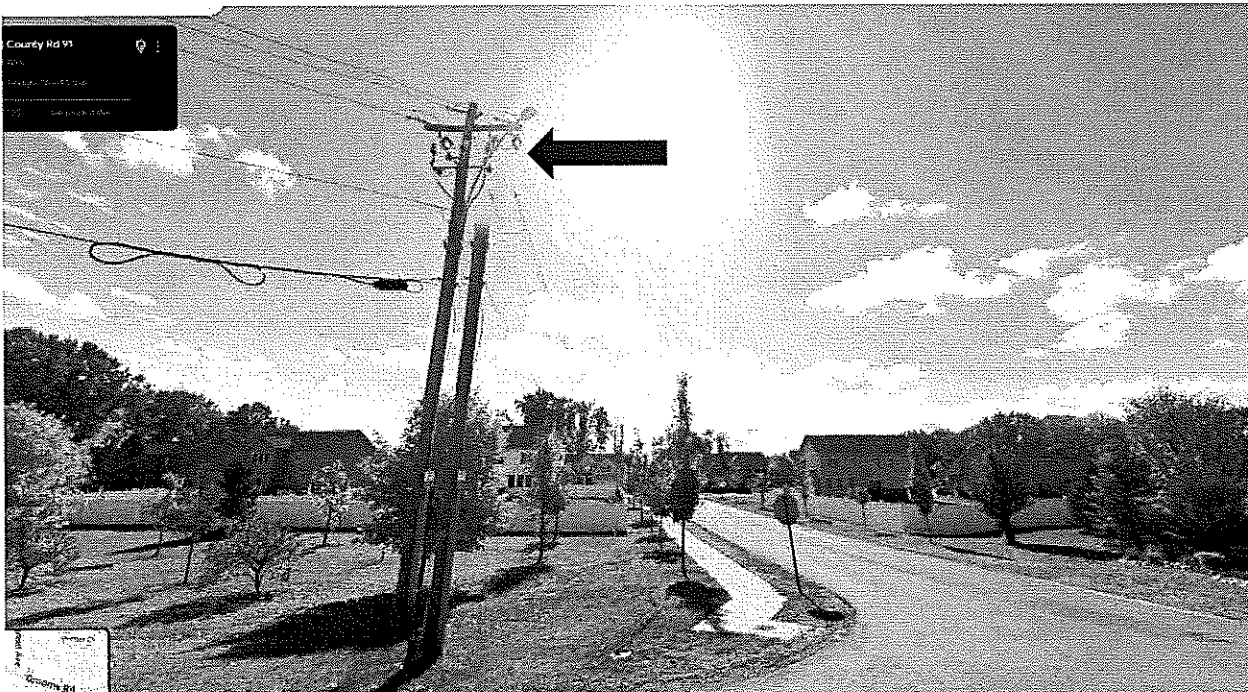
cc: Jim Kinley, CHA



<b>SUBDIVISION</b>	<b>LOCATION</b>
Heritage Pointe	Grooms Road & Heritage Pointe
Preston Court	Prospect Point & Main Street
Vistas West	Tanner Road & Vista Ct
Emeral Terrace	Emerald Terrace & Clifton Park Cente rroad
Honey Hollow	Honey Hollow Way & Rt., 146
Windhover Farms	Penfiled Drive & Grooms Road
Placid Pines Court	Placid Pines Court & Longkill Road (CR-82)

# 1. Heritage Point Subdivision

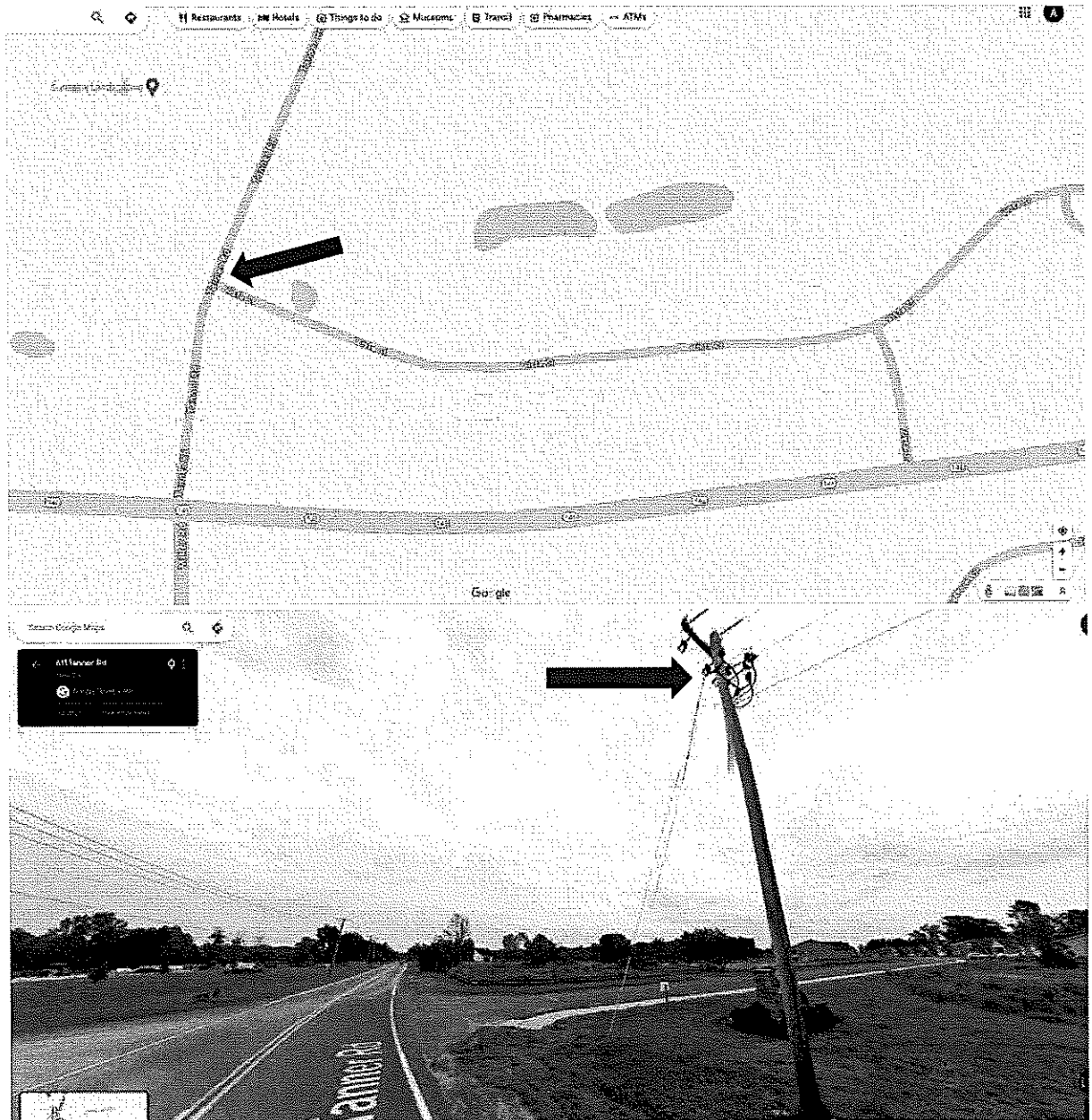
- a. Intersection of Heritage Pointe & Grooms Road. Streetlight installed and needs paperwork A1 & A2 application to complete energization process.
- b. Application should be separate from the locations below since the light is installed and can be fast tracked once reconciliation process is completed.
- c. Nat Grid reference information is: Customer Connections UNY - WR Issued 507 GROOMS RD \*LITE, POLE NG 173-1 CLIFTON PARK NY 12065 [ ref: \_00Dd0fPcB.\_5006T2BGhSx:ref ]



Above shows intersection location west of I-87 Exit 8A interchange and shows light pole mounted that needs to be finalized with paperwork.

## 2. Vistas West Subdivision

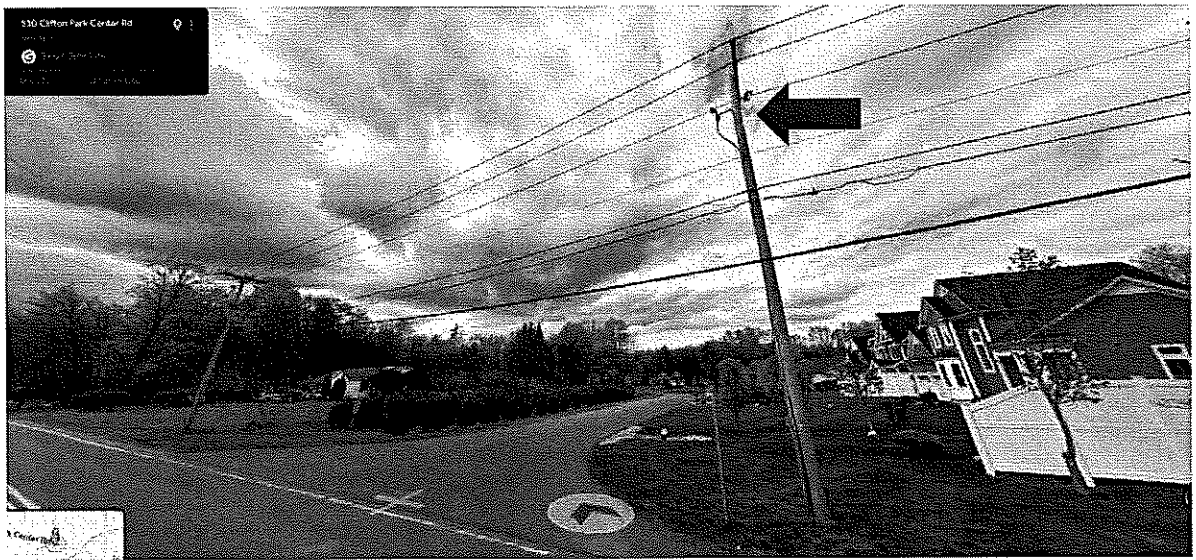
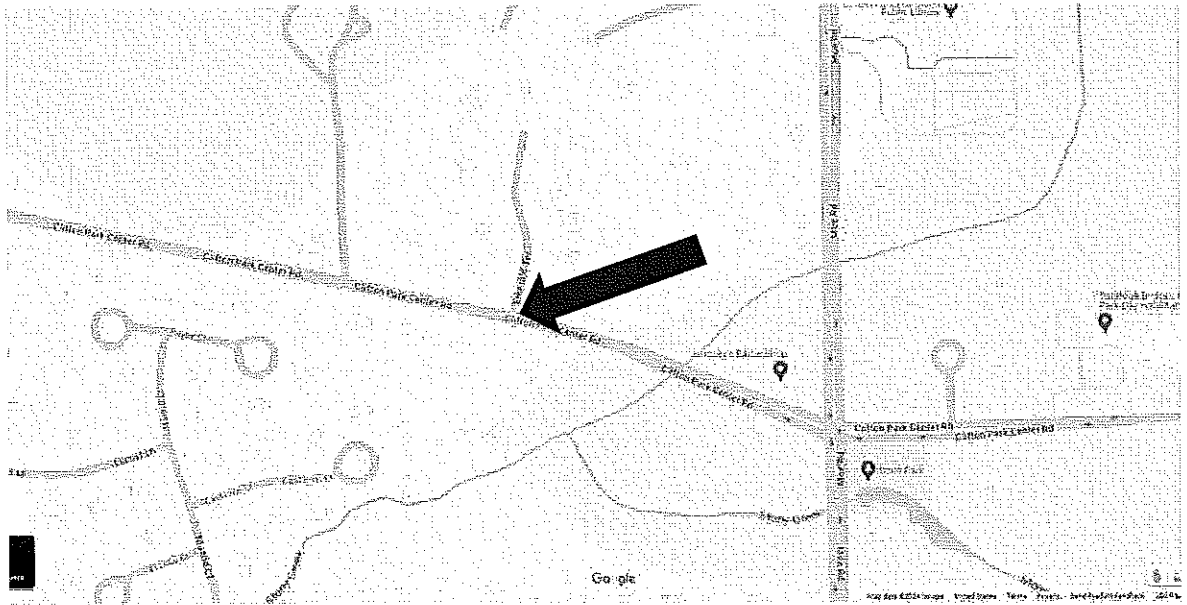
a. Proposed streetlight on 20' utility pole at the intersection of Tanner Road and Vistas Court



Above shows map location and existing pole in vicinity of intersection of Vistas Court and Tanner Road which is north of the Route 146 and Tanner Road intersection.

### 3. Emerald Terrace Subdivision

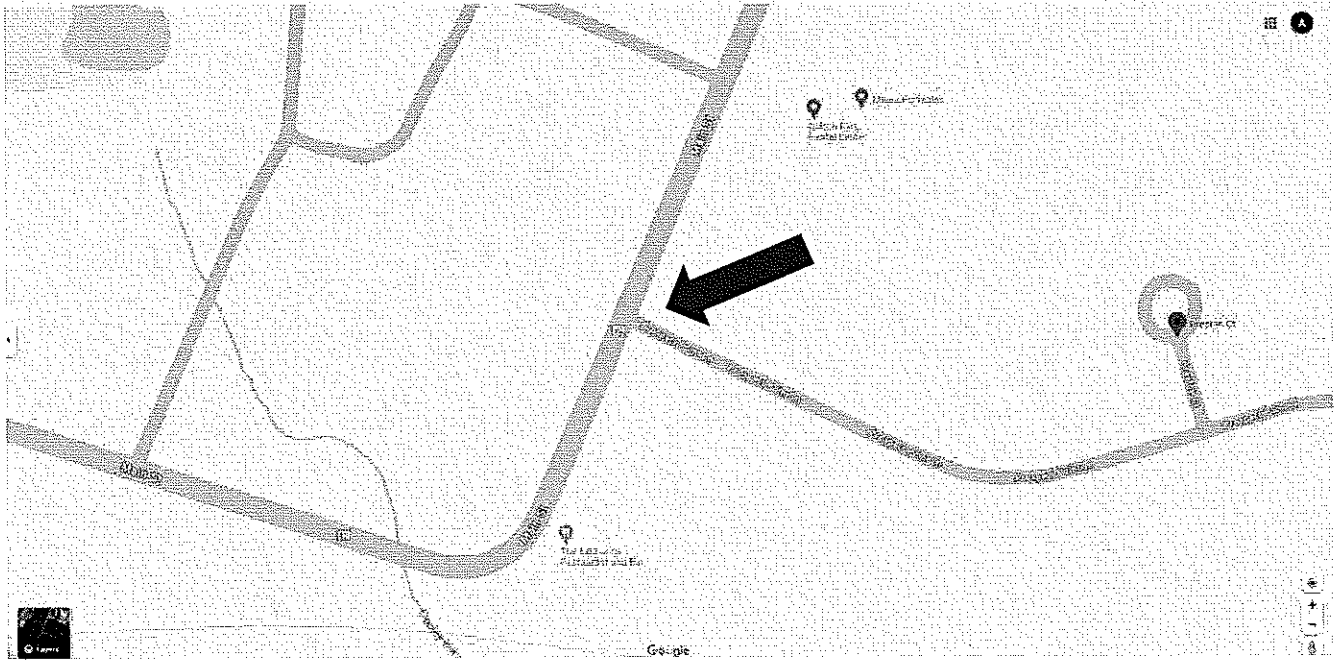
- a. Streetlight installation on an existing pole at the intersection of Emerald Terrace and Clifton Park Center Road. This location is west of the Moe Road and Clifton Park Center Road Intersection.



Above shows the map location and Streetview with existing utility pole to mount streetlight. Designer can determine which pole location at the intersection is best suited for the streetlight.

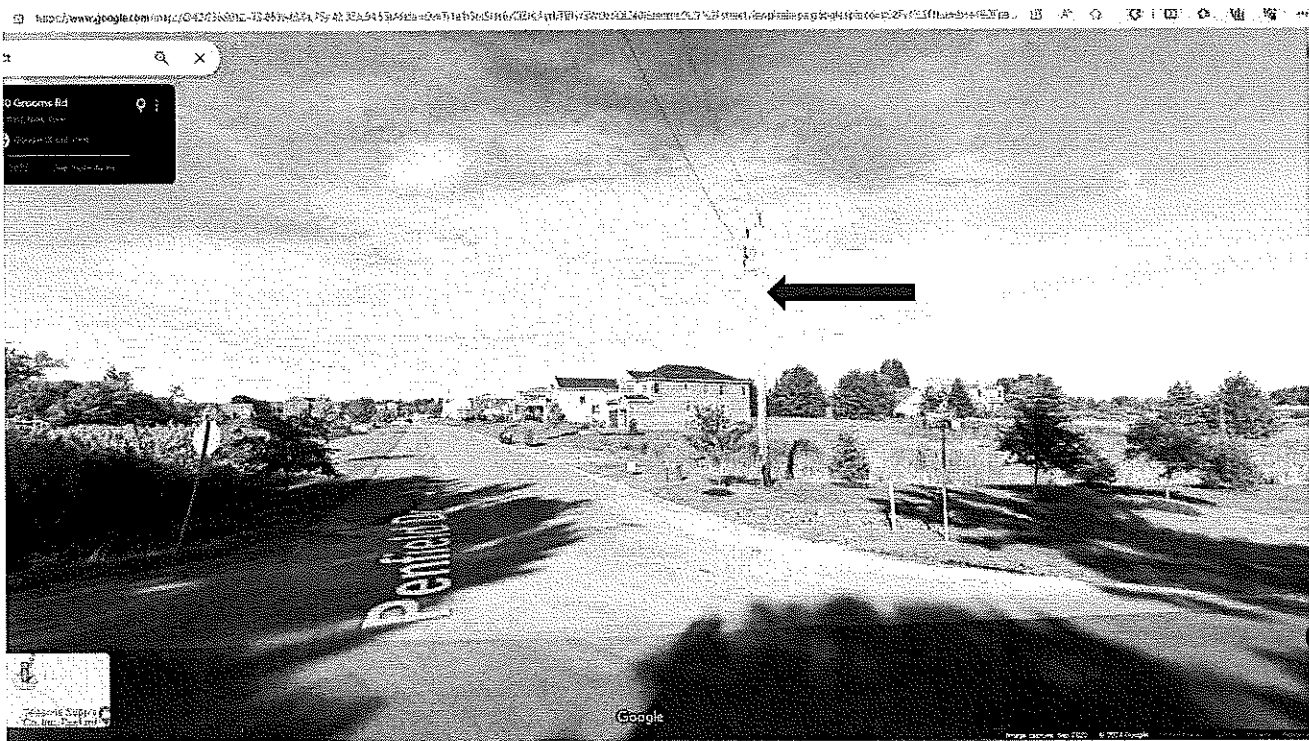
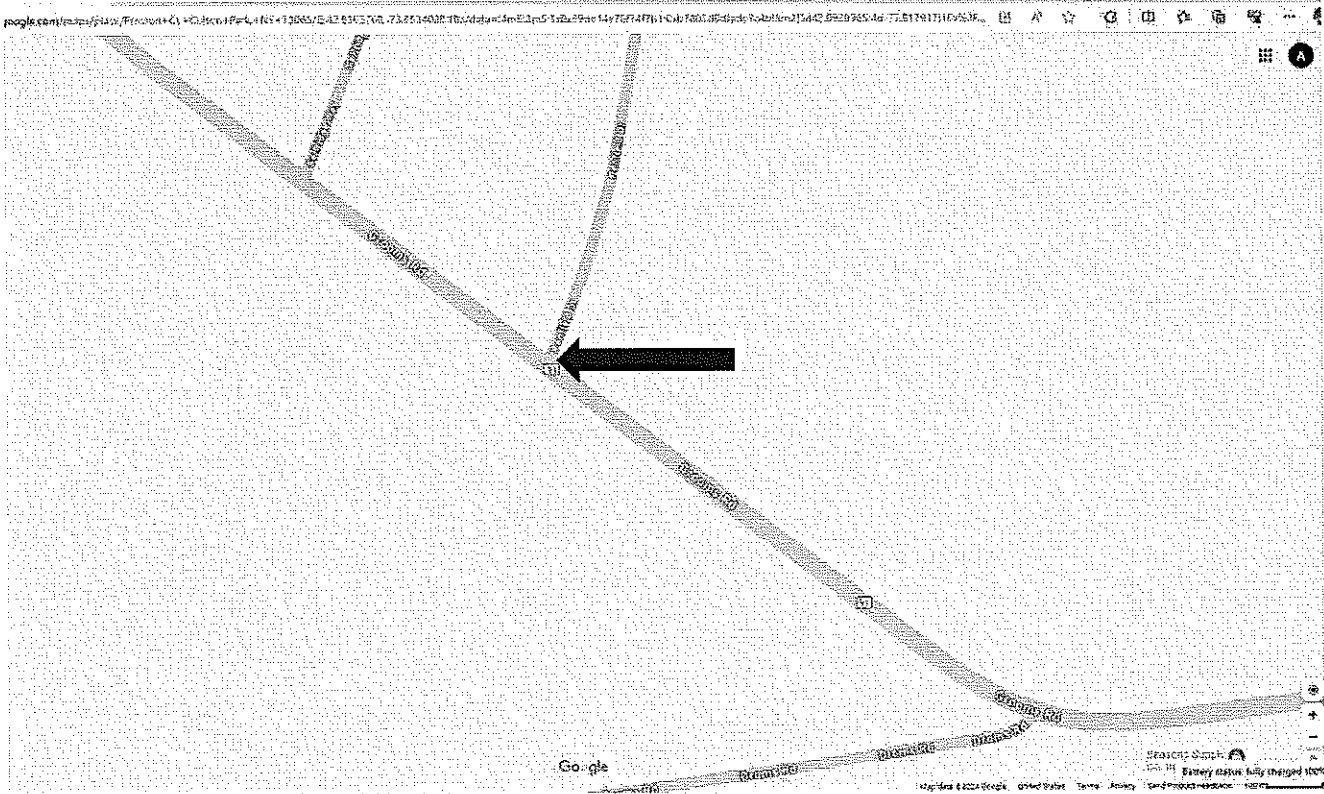
#### 4. Prospect Point Lane & Main Street Intersection

- a. Streetlight installation on an existing pole in the vicinity of the intersection of Prospect Point & Main Street – two utility poles are present and designer can select best suited for install.
- b. Map and Streetview images below.



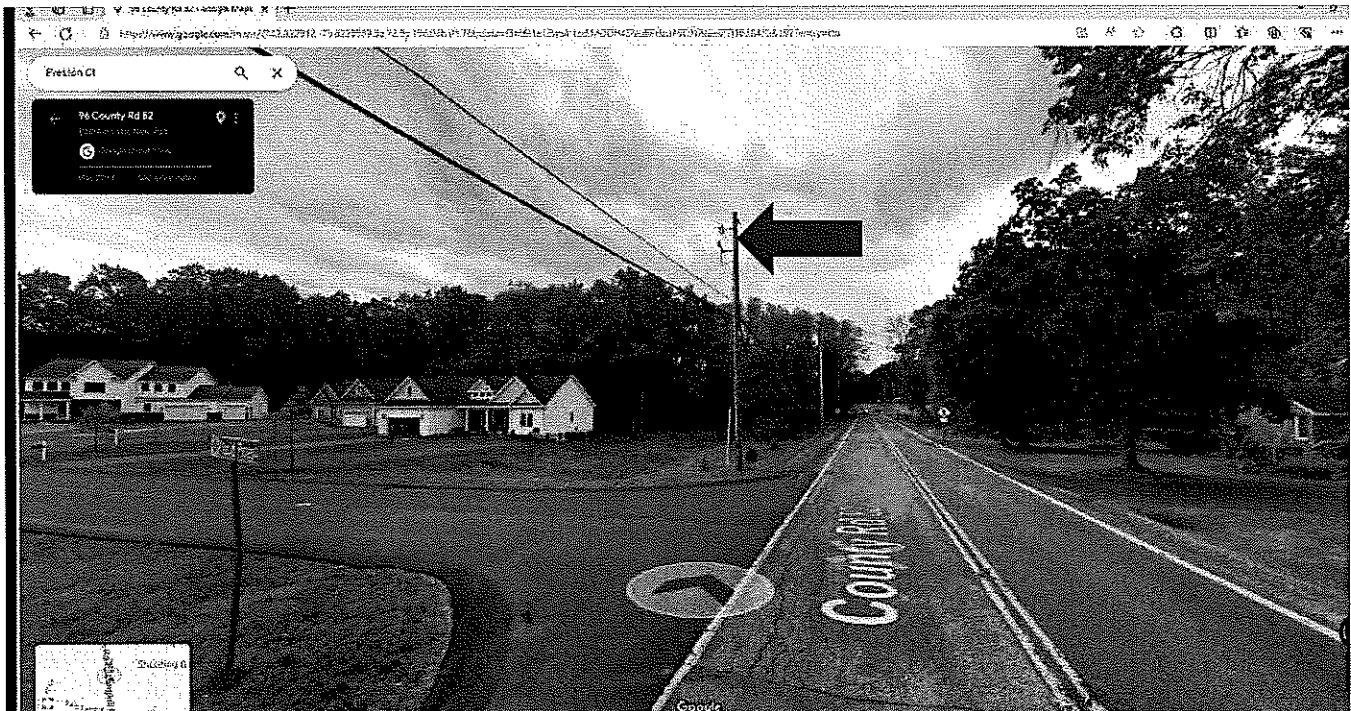
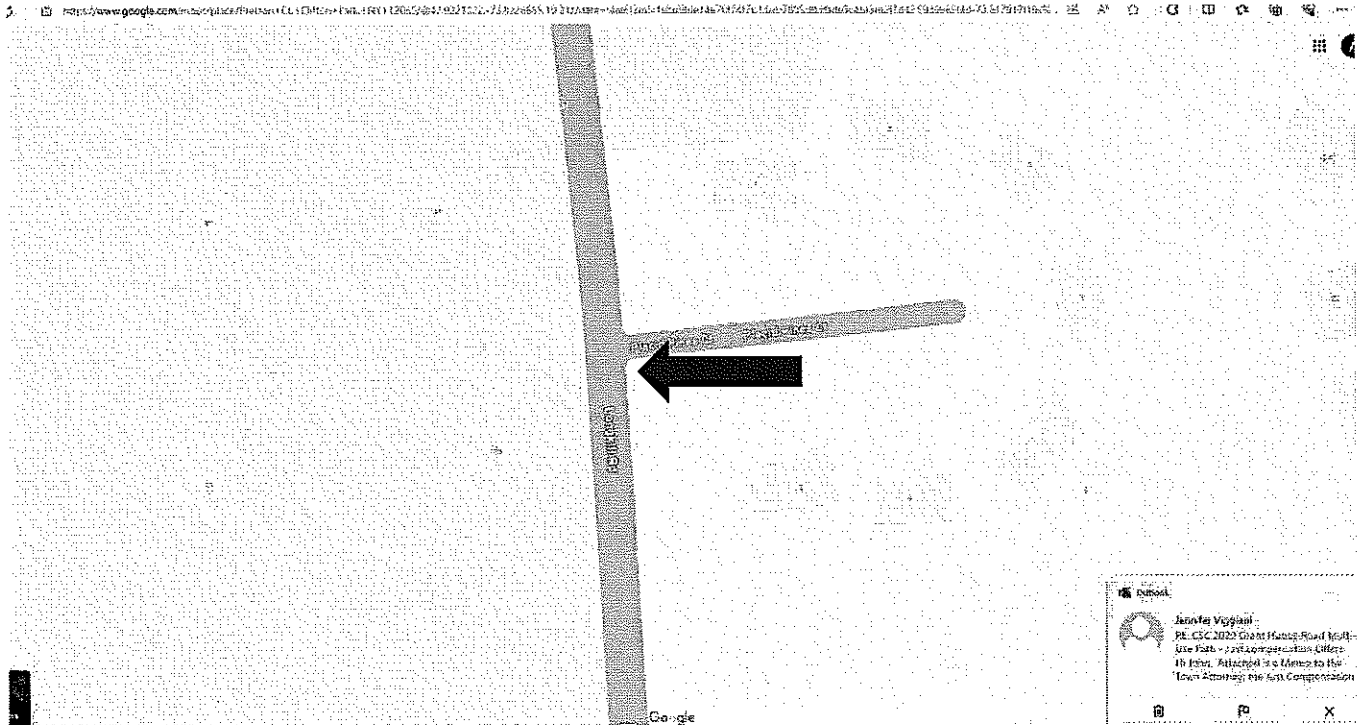
## 5. Windhover Farms Subdivision

- a. New Streetlight Installation at the intersection of Grooms Road and Penfield Drive.
- b. Frist intersection traveling north west from the Droms Road & Grooms Road Intersection.  
Two utility poles at the intersection that the design can choose which one is best suited.



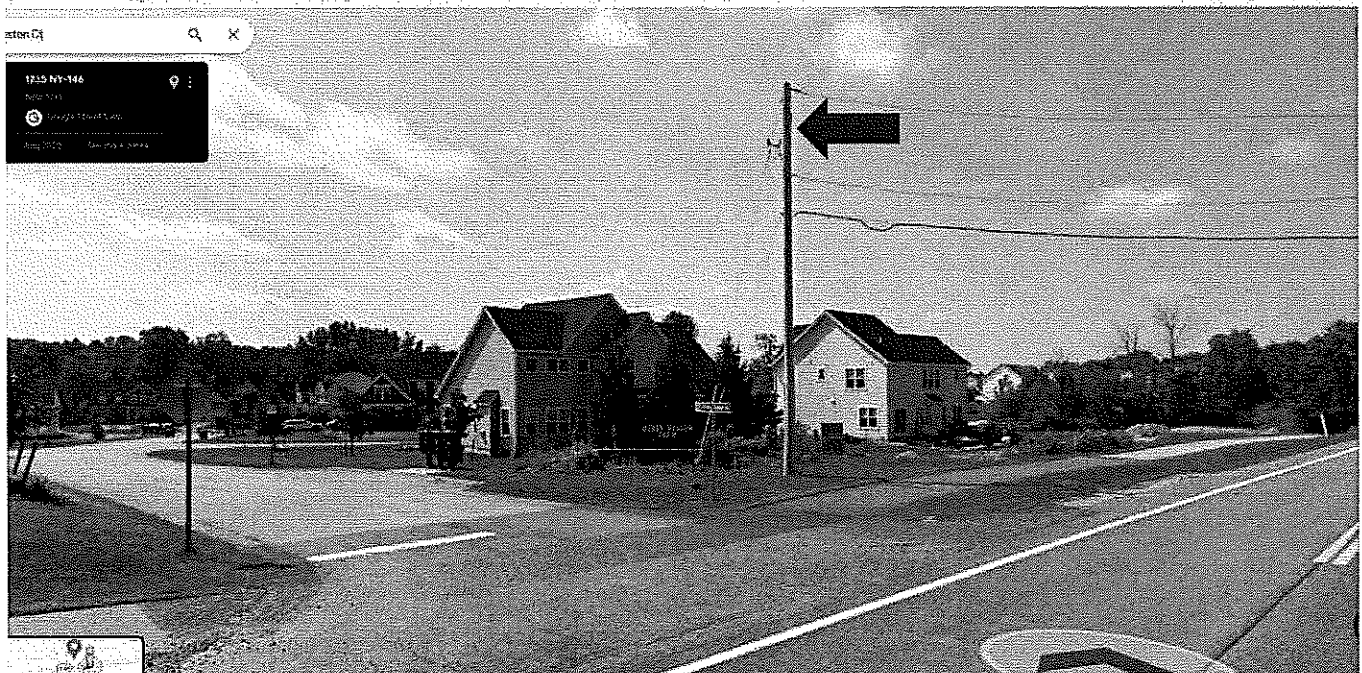
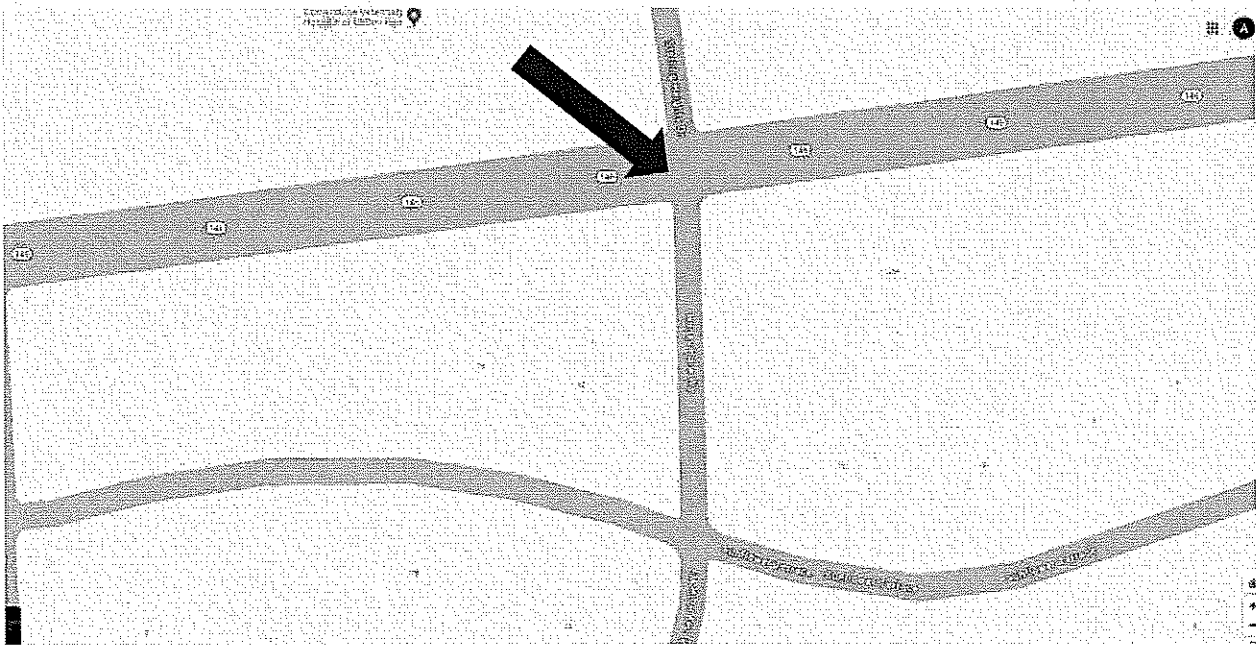
## 6. Placid Pines Court

- a. New Streetlight Installation at the intersection of Placid Pines Court & Longkill Road (CR-82). Intersection is Just south of Town Bouandry with the Town of Malta
- b. Map with streetview image below of the intersection, showing the existing utility pole



## 7. Honey Hollow Subdivision

- a. Intersection of Honey Hollow Way and NYS Route 146. This intersection is west of the Roundabout at NYS Routes 146/146A/Vischer Ferry Road.
- b. Existing Utility Pole at intersection.



**RESOLUTION**  
**#10**

Resolution No. \_\_\_ of 2024, a resolution awarding the construction contract for the NYS Route 146 Sidewalk Extension Project to James H. Maloy, Inc. pursuant to competitive bid.

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

WHEREAS, by Resolution No. 10 of 2023 and Resolution No. 103 of 2024 the offers of just compensation to property owners adjacent to the Route 146 Trail Extension Project were authorized and approved, respectively, and

WHEREAS, at the April 1, 2024 Town Board Agenda Session meeting, John Scavo, Director of Planning and Zoning, informed the Town Board that the request for construction bids on the Route 146 Trail Extension Project was published and bids would be received on May 2, 2024, and

WHEREAS, rights of way have been acquired for the construction and maintenance of the trail, which consists of constructing a sidewalk along the North side of NYS Route 146, from Northcrest Drive to Maxwell Drive, and

WHEREAS, MJ Engineering prepared final plans, specifications and estimates, and the Town was authorized to proceed to bid on March of 2024, and

WHEREAS, after the bid opening on May 2, 2024, MJ Engineers performed a bid analysis and recommended that the bid be awarded to James H. Maloy, Inc. as low bidder, and

WHEREAS, Town Planning Staff has reviewed the bid package and concurs with the recommendation to award the project to James H. Maloy, Inc., according to Town procurement procedures, and

WHEREAS, the project is sponsored by the Town with a portion of construction costs funded through a grant from the New York State Climate Smart Communities Program, now therefore be it

RESOLVED, that the Town Board accepts the recommendation of design engineers, MJ Engineering, and hereby awards the construction contract for the construction of the NYS Route 146 Sidewalk to James H. Maloy, Inc. pursuant to General Municipal Law Section 103, at a cost not to exceed \$474,000.00, and be it further

RESOLVED that MJ Engineering is authorized to notify James H. Maloy, Inc. to proceed, with construction expected to be substantially complete by November 20, 2024; and be it further

RESOLVED, that the Comptroller is authorized to create budget line-item H-62 (Capital Projects- Route 146 Sidewalk), and be it further

RESOLVED, that the Comptroller transfer \$275,000 from A-00914 (Unassigned Fund Balance) and pay the balance as outlined in the attached Schedule A, and be it further

RESOLVED, that the Supervisor is hereby authorized to execute all contract documents implementing this resolution.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, May 14, 2024 1:24 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #799

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

**Department:** Planning Department

**Your Name:** John Scavo

**Your Email:** [jscavo@cliftonpark.org](mailto:jscavo@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 05/20/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** H62-07629-00200

**Budget Description:** Capital projects Route 146 Sidewalk - Trails - Equipment

**Amount:** \$474,000.00

**Brief Description:** Award Certified Low Bid to James H. Maloy, Inc. for construction the Route 146 Sidewalk segment from Northcrest Drive to Maxwell Drive.

**Add Supporting Docs:**

[02f4e8473c22dde3\\_2024Maloydocx.pdf](#)

[9416778dd68e9865\\_2024\\_05\\_07\\_ltr\\_146SW\\_Award.pdf](#)

[b3f1e57a6dad00df\\_SIDEWALKS RTE. 146 BID RESULTS 2024.pdf](#)

**Additional Comments/Details:** Bid recommendation letter with bid tabulation showing 3 construction bids received is attached.

**Agree to Terms:** Agree

[unsubscribe](#)

# SCHEDULE A

H62 - Capital Project - Route 146 Sidewalk  
Budget

Federal Grant awarded:	\$ 220,000.00
Broken down to	
Engineering	\$ 16,500.00
Construction	\$ 203,500.00
Total	\$ 220,000.00
Less amount previously received	<u>\$ (11,401.73)</u>
Available Federal Funds	\$ 208,598.27

Expenditures	Projected	Federal Rev	Town Contribution
Construction	\$ 474,000.00	\$ (203,500.00)	\$ 270,500.00
Engineering	\$ 5,000.00		\$ 5,000.00

Revenues			
Federal Revenues	H62 - 04090	\$	203,500.00
Town Contribution	H62 - 05031	\$	275,500.00
Total Revenues		<u>\$</u>	<u>479,000.00</u>

Expenditures			
Construction	H62-07629-00200	\$	474,000.00
Engineering - (additional - construction inspection)	H62-07629-00135	\$	5,000.00
Total Expenditures		<u>\$</u>	<u>479,000.00</u>

General Fund -			
From Unassigned Fund Balance - A-00914		<u>\$</u>	<u>275,500.00</u>
Interfund Transfer - A-08150-00015		<u>\$</u>	<u>275,500.00</u>



May 8, 2024

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

**RE: Contract DEC01-C00592GG-3350000**  
**NY Route 146 Sidewalks**  
**Town of Clifton Park, Saratoga County**  
**Bid Analysis & Award Recommendation**

Mr. Scavo,

M.J. Engineering & Land Surveying, P.C. (MJ) has reviewed the bids received on May 2, 2024, for the above-referenced contract. The bidder's information and the Engineer's Estimate have been compared and are summarized below.

<u>BIDDER</u>	<u>BID (\$)</u>
<u>James H. Maloy, Inc.</u>	<u>\$474,000.00</u>
<u>Peter Luizzi &amp; Bros.</u>	<u>\$523,902.00</u>
<u>Callanan Industries</u>	<u>\$634,210.75</u>

MJ is recommending that James H. Maloy, Inc. be awarded the contract as the lowest responsible bidder. The contractor is deemed responsible due to the following:

1. They have adequate expertise and experience.
2. They have no known criminal conduct in connection with government contracts.
3. They do not have any open OSHA violations regarding the personal safety of employees, government personnel or members of the public.
4. There is no record of willful non-compliance with prevailing wage laws.
5. They have no known significant labor law violations.
6. They have no known violations of the Workers Compensation Laws.
7. There is no record of criminal conduct involving violations of Environmental Conservation Law or other environmental statutes.
8. There is no record of failure to demonstrate good faith efforts to comply with Federal or State statutes and regulations regarding efforts to solicit and utilize Minority, Women, or Disadvantaged Business Enterprises on government contracts.
9. There is no record of failure to comply with State and federal equal opportunity statutes and regulations.
10. They have not submitted a bid which is so much lower than the estimate that it appears performance at that price is unlikely or impossible.
11. There is not any other cause of so serious or compelling a nature that it raises questions about the present responsibility of a contractor/vendor.



21 Corporate Drive  
Clifton Park, NY 12065



518.371.0799  
mj@mjteam.com  
mjteam.com



Fishkill, NY  
Levittown, NY  
Picatiny, NJ  
Melbourne, FL



The low bid contains individual item unit prices which are 25% or more over or under the engineer's estimate for individual item unit prices. These high and low unit prices are identified by the shaded percentages on the attached Bid Verification table. Several factors may have influenced the discrepancy between the low bid and the engineer's estimate, including:

- Uncertainty of material costs and availability.
- Differing assumptions on level of difficulty of work that involves modification of an existing element.
- Assumptions were made for some items with no recent bid prices available.
- Asphalt items (top course and driveway) have low quantities and are assumed to require difficult hand work, likely driving up unit prices.
- Low cost materials may already be available to the contractor at low or no cost, resulting in lower unit pricing.

The recommended low bid is balanced and complete. Based on our review, we hereby recommend awarding the NY Route 146 Sidewalks project to James H. Maloy, Inc. in the amount of \$474,000.00 and that this project proceed with obtaining additional funding for construction prior to award.

Sincerely,

A handwritten signature in black ink that reads 'Lisa M. Wallin'.

Lisa M. Wallin, P.E.  
Associate, Highway Group Manager

Attachments:  
Bid Verification

**Low Bid Analysis**

M.J. Engineering & Land Surveying, P.C.

NY Route 146 Sidewalks

5/8/2024

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE	James H. Maloy, Inc.	High/Low Bid Items	Difference Eng. Est. to Low Bidder	Ratio Low Bid to Eng. Est.
						Unit Price			
201.06	CLEARING AND GRUBBING	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 17,000.00	HIGH	\$ (5,000.00)	141.67%
201.07010004	CLEARING AND GRUBBING AND TREE TRIMMING	EACH	2	\$ 500.00	\$ 1,000.00	\$ 1,000.00		\$ -	100.00%
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	700	\$ 65.00	\$ 45,500.00	\$ 42,000.00		\$ 3,500.00	92.31%
203.03	EMBANKMENT IN PLACE	CY	140	\$ 70.00	\$ 9,800.00	\$ 2,520.00	LOW	\$ 7,280.00	25.71%
206.05	TEST PIT EXCAVATION	EACH	4	\$ 700.00	\$ 2,800.00	\$ 2,800.00		\$ -	100.00%
209.100101	MULCH - TEMPORARY	SY	3,082	\$ 2.00	\$ 6,164.00	\$ 3,082.00	LOW	\$ 3,082.00	50.00%
209.1003	SEED AND MULCH - TEMPORARY	SY	1,541	\$ 3.00	\$ 4,623.00	\$ 2,311.50	LOW	\$ 2,311.50	50.00%
209.11020024	TEMPORARY CATCH BASIN INSERT TRASH, SEDIMENT AND DEBRIS REMOVAL, PL	EACH	16	\$ 225.00	\$ 3,600.00	\$ 5,280.00	HIGH	\$ (1,680.00)	146.67%
209.13	SILT FENCE-TEMPORARY	LF	866	\$ 4.00	\$ 3,464.00	\$ 6,928.00	HIGH	\$ (3,464.00)	200.00%
304.12	SUBBASE COURSE, TYPE 2	CY	260	\$ 60.00	\$ 15,600.00	\$ 28,600.00	HIGH	\$ (13,000.00)	183.33%
404.128301	12.5 F3 TOP COURSE WMA, 80 SERIES COMPACTION	TON	11	\$ 100.00	\$ 1,100.00	\$ 7,000.00	HIGH	\$ (6,000.00)	700.00%
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	219	\$ 15.00	\$ 3,285.00	\$ 7,445.00	HIGH	\$ (4,161.00)	216.67%
604.070101	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES	EACH	4	\$ 1,500.00	\$ 6,000.00	\$ 2,500.00	LOW	\$ 3,500.00	41.67%
607.08040010	WOOD FENCE - 4 FEET - 0 INCHES HEIGHT	LF	95	\$ 100.00	\$ 9,500.00	\$ 4,750.00	LOW	\$ 4,750.00	50.00%
607.41010010	TEMPORARY PLASTIC BARRIER FENCE	LF	136	\$ 20.00	\$ 2,720.00	\$ 544.00	LOW	\$ 2,176.00	20.00%
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	119	\$ 1,000.00	\$ 119,000.00	\$ 91,850.00	LOW	\$ 27,150.00	77.00%
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS AND VEG	TON	89	\$ 300.00	\$ 26,700.00	\$ 37,825.00	HIGH	\$ (11,125.00)	141.67%
608.21000003	CAST IRON EMBEDDED DETECTABLE WARNING UNITS	SY	9	\$ 450.00	\$ 4,050.00	\$ 4,050.00		\$ -	100.00%
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF150	LF	215	\$ 60.00	\$ 12,900.00	\$ 15,050.00	LOW	\$ (2,150.00)	116.67%
610.0501	FERTILIZER	LB	125	\$ 15.00	\$ 1,875.00	\$ 500.00	LOW	\$ 1,375.00	26.67%
610.0701	MYCORRHIZAL FUNGI	LB	154	\$ 50.00	\$ 7,700.00	\$ 1,540.00	LOW	\$ 6,160.00	20.00%
610.16010020	TURF ESTABLISHMENT - PERFORMANCE	SY	1,550	\$ 25.00	\$ 38,750.00	\$ 26,350.00	LOW	\$ 12,400.00	68.00%
610.19	WATERING VEGETATION	MGAL	87	\$ 100.00	\$ 8,700.00	\$ 870.00	LOW	\$ 7,830.00	10.00%
614.060304	TREE REMOVAL OVER 12 INCHES TO 18 INCHES DIAMETER BRESTHEIGHT - STUN	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00		\$ 300.00	80.00%
614.060604	TREE REMOVAL OVER 36 INCHES TO 48 INCHES DIAMETER BRESTHEIGHT - STUN	EACH	5	\$ 1,750.00	\$ 8,750.00	\$ 10,000.00		\$ (1,250.00)	114.29%
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00		\$ 5,000.00	85.71%
619.27	MAILBOXES	EACH	4	\$ 400.00	\$ 1,600.00	\$ 1,200.00	LOW	\$ 400.00	75.00%
625.01	SURVEY OPERATIONS	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 30,000.00	HIGH	\$ (16,000.00)	214.29%
627.50140008	CUTTING PAVEMENT	LF	401	\$ 5.00	\$ 2,005.00	\$ 3,208.00	HIGH	\$ (1,203.00)	160.00%
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS	SF	8	\$ 300.00	\$ 2,400.00	\$ 640.00	LOW	\$ 1,760.00	26.67%
645.81	TYPE A SIGN POSTS	EACH	10	\$ 300.00	\$ 3,000.00	\$ 3,400.00		\$ (400.00)	113.33%
647.31	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE 1 (UNDER 30 SQUARE FEET)	EACH	7	\$ 300.00	\$ 2,100.00	\$ 1,400.00	LOW	\$ 700.00	66.67%
680.51020009	ALTER ELEVATION OF PULLBOX, TYPE 2 (RAISING BELOW INCHES OR RESETTING)	EACH	1	\$ 750.00	\$ 750.00	\$ 1,400.00	HIGH	\$ (650.00)	186.67%
680.520506	TRAFFIC SIGNAL CONDUIT, RIGID PLASTIC, CLASS 1, 2"	LF	33	\$ 20.00	\$ 660.00	\$ 594.00		\$ 66.00	90.00%
680.77000001	MODIFY TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 18,941.50	HIGH	\$ (11,941.50)	270.59%
680.78000001	MODIFY AND REMOVE TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	LOW	\$ 800.00	68.00%

**Low Bid Analysis**

M.J. Engineering & Land Surveying, P.C.  
 NY Route 146 Sidewalks  
 5/8/2024

High/Low Bid Items	Difference Eng. Est. to Low Bidder	Ratio Low Bid to Eng. Est.
	\$ 2,010.00	80.00%
	\$ -	100.00%
	\$ -	100.00%
	\$ -	100.00%
	\$ 900.00	95.24%

James H. Maloy, Inc.		Link Price	Total Price
		4.00	\$ 8,040.00
		1.00	\$ 22,000.00
		1.00	\$ 5,000.00
		1.00	\$ 5,000.00
		18,900.00	\$ 18,900.00

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	2,010	\$ 5.00	\$ 10,050.00
697.03	FIELD CHANGE PAYMENT	DC	22,000	\$ 1.00	\$ 22,000.00
698.04	ASPHALT PRICE ADJUSTMENT	DC	5,000	\$ 1.00	\$ 5,000.00
698.05	FUEL PRICE ADJUSTMENT	DC	5,000	\$ 1.00	\$ 5,000.00
699.040001	MOBILIZATION	LS	1	\$ 18,900.00	\$ 18,900.00



Total: **\$ 474,000.00**

Engineer's Estimate: **\$ 490,000.00**

**SIDEWALKS RTE. 146 BID 5-2-2024**

<b>COMPANY NAME</b>	<b>TOTAL LUMP SUM BID AMOUNT</b>
<b>Callanan Industries</b>	<b>\$634,210.75</b>
<b>Peter Luizzi &amp; Bros.</b>	<b>\$523,902.00</b>
<b>James H. Maloy</b>	<b>\$474,000.00</b>

\*

RESOLUTION  
# 11

Resolution No. \_\_\_\_\_ of 2024, a resolution hiring Kalia Bernaski as Assistant Director for the 2024 Tiny Hands Preschool Summer Camp Program.

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

WHEREAS, the Town Board wishes to hire a staff member for the operation of the Town's Preschool Camp Program, and

WHEREAS, Mike Woerner, Director of Parks and Recreation, has recommended that Kalia, Bernaski, Amsterdam, NY, be hired as the Assistant Director for the Tiny Hands Program; now therefore be it

RESOLVED, that Kalia Bernaski be hired as the Assistant Director for the 2024 Tiny Hands Preschool Summer Camp Program, to be paid at Step 1, (\$368/week) from A-7310-E9000 (General Fund-Summer Recreation -Site Supervisors).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, May 1, 2024 1:35 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Employee Resolution Request #779

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

**Department:** Parks & Rec

**Your Name:** Michael Woerner

**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)

**Sponsor:** lynda Wolowit, agatha Reid ✓

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 05/20/2024

**Budget Number:** A-7310-E9000

**Budget Description:** asst director tiny hands 1/2 camp

**Amount:** \$368/week

**Brief Description:** hire Kalia Bernaski as Tiny hands assistant director; \$368 per week; step 1

**Add Supporting Docs:**

**Additional Comments/Details:** hire staff

**Agree to Terms:** Agree

[unsubscribe](#)

**RESOLUTION**  
**# 12**

Resolution No. \_\_\_\_\_ of 2024, a resolution promoting Nick Bass from Full-Day Camp Counselor to PE Specialist for the Okte Day Camp Program for the 2024 Summer season.

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

WHEREAS, Mike Woerner, Director of Parks and Recreation, has recommended that current Full-Day Camp Counselor, Nick Bass, be promoted to PE Specialist for the Okte Day Camp Program: now therefore be it

RESOLVED, that Nick Bass be promoted to PE Specialist for the Town's 2024 Okte Day Camp Program, to be paid from A-7310-E9000 (General Fund-Parks & Recreation – Summer Recreation – Site Directors/Specialists) at the rate of \$368/week.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, April 30, 2024 11:04 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Employee Resolution Request #773

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

**Department:** Parks & Rec  
**Your Name:** Michael Woerner  
**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)  
**Sponsor:** lynda Wolowit, agatha Reid  
**Agenda Session Date:** 05/06/2024 ✓  
**Board Meeting Date:** 05/20/2024 ✓  
**Alternate Date:** 05/20/2024  
**Budget Number:** A-7310-E9000  
**Budget Description:** Promote full day counselor to PE specialist half day Okte  
**Amount:** \$368/week  
**Brief Description:** promote Nick Bass from full day counselor to half day {okte} PE spec.

was FD counselor step 4 to Okte PE specialist step 1 \$368/week

**Add Supporting Docs:**  
**Additional Comments/Details:** N/A  
**Agree to Terms:** Agree

[unsubscribe](#)

RESOLUTION

# 13

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Supervisor to sign a License Agreement with Clifton Park – Halfmoon Piranhas, for use of the Country Knolls pool for swim team practice.

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

WHEREAS, Clifton Park – Halfmoon Piranhas wish to utilize the Country Knolls town-owned pool for a term of up to six (6) weeks, beginning on July 1, 2024, at a rate of \$50.00 per hour per pool, plus the hourly rate of all Town employees working at the pools during practice hours; now therefore be it

RESOLVED, that the Town Supervisor is hereby authorized to sign the attached License Agreement with Clifton Park – Halfmoon Piranhas for use and occupation of the Country Knolls Pool, provided that the Town Attorney reviews and accepts the attached Certificate of Insurance naming the Town of Clifton Park as additionally insured.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, May 1, 2024 11:17 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #777

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

**Department:** Parks & Rec  
**Your Name:** Michael Woerner  
**Your Email:** [mwoerner@cliftonpark.org](mailto:mwoerner@cliftonpark.org)  
**Sponsor:** lynda Wolowit, agatha Reid ✓  
**Agenda Session Date:** 05/06/2024 ✓  
**Board Meeting Date:** 05/20/2024 ✓  
**Alternate Date:** 05/20/2024  
**Budget Number:** N/A  
**Budget Description:** N/A  
**Amount:** N/A  
**Brief Description:** Have Town Supervisor sign the Piranha's swim contract  
**Add Supporting Docs:**  
[620be9305656d09d CP-Halfmoon Piranhas Agreement 2024.pdf](#)  
[a7988bb25a7b2906 2024 Permit Application and COI.pdf](#)

**Additional Comments/Details:** see attachments  
**Agree to Terms:** Agree

[unsubscribe](#)

## LICENSE AGREEMENT

**TIDS LICENSE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between

The Town of Clifton Park, a municipal corporation having its offices at I Town Hall Plaza, Clifton Park, NY 12065, as Town

And, Clifton Park- Halfmoon Piranhas (CPHP)

**WITNESSETH:** The Town agrees to allow the use and occupation of the below listed premises under the following terms and conditions:

Barney Road Pool / Country Knolls Pool, Town of Clifton Park, New York, tentatively from July 1, 2024 and to end on July 18, 2024, to be used and occupied only for Swim Team practice, and their related uses. No practice on July 4, 2024.

### **1st. USER FEE**

That the CPHP shall pay the total rent of \$50.00 per hour, of each pool used, plus the hourly rate of all Town employees working for the pools during practice hours, said fees to be paid in bi-weekly payment per Town Invoice.

### **2nd. CARE and REPAIR**

That the CPHP shall take good care of the premises and shall, reimburse the Town for any damage caused to pool and park property.

### **3rd. CPHP SHALL COMPLY WITH REGULATIONS and ORDINANCES**

That the CPHP shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and shall follow all Guidelines and Directions from New York State Department of Health, and the NY Governor's Executive Orders relative to safety protocols for swimming activity.

### **4th. NO ASSIGNMENT WITHOUT WRITTEN CONSENT OF TOWN**

That CPHP shall not assign this agreement, or any part thereof or make any alterations to the premises, without the Town's consent in writing; and in the event of a breach thereof, the term herein shall immediately cease and be determined at the option of the Town as if it were the expiration of the original term.

### **5th. DUTY TO KEEP ENTRANCES AND WALKWAYS FREE OF OBSTRUCTIONS**

That the CPHP shall neither encumber nor obstruct the sidewalk in front of, entrance to, said premises, nor allow the same to be obstructed or encumbered in any manner.

**6th.NON-WAIVER**

The failure of the Town to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Town may have; and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

**7th. SERVICES INCLUDED IN LICENSE FEE**

Town will provide supervisory personnel who shall be on duty at each pool facility whenever the club is on premises. The Club shall reimburse the Town the full cost of wages of employee(s). Club shall also reimburse full cost of all lifeguards supplied by the Town for full hours on site, as well as any other support staff on premises to assist. the CPHP with swimming activities.

**8th. CLUB SHALL MAINTAIN LIABILITY INSURANCE**

Additionally, during the lease term, CPHP shall place and cause to be placed and maintained, for the benefit of the Town and CPHP with both to be named as *party* insured, general public liability insurance; such insurance to provide protection in minimum limits of \$1,000,000.00 of combined single limit for bodily injury or property damage. Each such policy of insurance or certificate thereof shall be promptly deposited with the Town. CPHP is also responsible to maintain its' own rental and contents insurance.

And the said Town doth covenant that the said CPHP, on paying the said fees and providing proof of insurance, shall and may peacefully and quietly have, hold and enjoy the use of said facility(ies) for the term aforesaid.

**AND IT IS MUTUALLY UNDERSTOOD AND AGREED** that the covenants and agreements contained in the within license shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

**IN WITNESS WHEREOF**, the Town and CPHP have duly executed this license the day and year first above written.

**TOWN OF CLIFTON PARK**

Supervisor Barrett

\_\_\_\_\_  
Signature

**CLIFTON PARK-HALMOON PIRANHAS**

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

\_\_\_\_\_  
Signature



# Town of Clifton Park

## Office of Parks and Recreation

One Town Hall Plaza, Clifton Park, New York 12065 | (518) 371-6667 | Fax: (518) 545-4284

Mike Woerner, Director

### 2024 OUTDOOR FACILITY PERMIT APPLICATION

#### General Information

Name of Organization: Clifton Park Piranhas Today's Date: 4/16/2024  
 Contact Person: Chuck Dunham  
 Address: PO Box 106  
 Phone: \_\_\_\_\_ (work) \_\_\_\_\_  
 Email: coachdunham@hotmail.com

#### Facility Requested:

Town of Clifton Park Facility Rentals		
Collins Park Field _____	Veterans Park Softball Field 1 _____	Clifton Common _____
Collins Park Pavilion _____	Veterans Park Softball Field 2 _____	Clifton Common Soccer Field # _____
Locust Lane Pool Tent _____	Veterans Park Pavilion _____	Other: <u>Country Knolls Pool</u>

Date Requested: July 1-18<sup>th</sup> (off July 4) Time: 7:00 AM to 9:00 AM # of Participants: 30

#### Permit is governed by the following conditions:

1. Permits valid for date(s), restricted to facility, and number of participants as indicated on permit.
2. Area and facility must be left clean. Any damage incurred is the responsibility of the permit holder.
3. Town of Clifton Park park rules (see attached) shall be adhered to. Immediate termination of the event and removal from the premises may occur by an authorized representative of the Town if in violation of these rules and regulations.
4. Obnoxious behavior or excessive noise will not be permitted.
5. Permit holder must retain permit and make available upon request by park or police official.
6. Open containers of alcoholic beverages are prohibited in all parks, unless a permit has been issued which allows for the consumption of alcoholic beverages on the premises for which the permit has been issued. Such permits are authorized solely by the Town Board via resolution. A separate "Special Alcohol Use Permit Request" form must be submitted with this form.
7. Permits are available through Clifton Park Office of Parks and Recreation and must be posted at the facility rental site.
8. Permit holder may be required to obtain and show proof of insurance naming Town of Clifton Park as an "Additional Insured".

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them. I understand there is a **no refund policy** on this rental. The town will work with me on rescheduling, when possible, if needed.

**Indemnity:** Chuck Dunham (NAME) agrees to indemnify and hold the Town, its officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of Chuck Dunham (NAME) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 4/16/24 (DATE).

Signed: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Applicant for Permit Parks & Recreation Office

Date: 4/16/24

**RENTAL FEE SCHEDULE**

**Fields and Pavillions:**

- |   |                             |                               |
|---|-----------------------------|-------------------------------|
| 1. Town Residents/Not-for Profit/Day Care/K-12 schools  | Mon-Thurs: \$12.00 per hour | Fri-Sun \$15.00 per hour      |
| Business Organizations & Colleges   | Mon-Thurs: \$17.00 per hour | Fri-Sun \$20.00 per hour      |
| 2. Additional Fees  |                             |                               |
| Lighted field   |                             | \$25.00 per game              |
| Security, trash removal, miscellaneous (minimum of 3 hours)   |                             | \$25.00 per hour; per service |
| 3. Field Closure - The Town of Clifton Park reserves the right to close any field due to poor field conditions. Groups, organizations, or individuals failing to honor any field closure are subject to a revoking of their field permit and removal from the premises. <i>It is the responsibility of the field user(s) to know the status of any given field. For field closure information, call our office at 518-371-6667.</i> |                             |                               |

**Locust Lane Pool Tent:**

- Locust Lane Pool Tent (noon - 3:30 pm or 4:00 pm - 7:30 pm)  
 Mon-Thurs: \$55.00 per time frame    Fri-Sun: \$65.00 per time frame  
 Additional charge for non-member guests    \$5.00 per non-member (Must be paid day of party AT pool)

**FACILITY DESCRIPTIONS**

**Collins Park:** Located on Moe Road and Route 146. Softball field, pavilion, picnic area and playground. Field and Pavilion are rented individually. There are 6 tables and 4 grills at the pavilion.

**Veterans Memorial Park at Elks Trail:** Located on MacElroy Road. This facility provides 2 softball fields and a pavilion with tables and grills. Beautiful wetlands located behind the ballpark. Fields and Pavilion are rented individually.

**Locust Lane Pool Tent:** Located in the Clifton Knolls development on Locust Lane. The pool tent area is available for rent for social gatherings. There are 6 tables located under the tent for use with rental.

**TOWN OF CLIFTON PARK - PARK RULES**

- All parks open at 5:30 a.m. and close at 10 p.m.
- \*\*No person may drink, consume, or possess alcoholic beverages in any town park or in any park within a park district or in any other lands or property owned by the town. If any person in your group is caught with an alcohol beverage, they will be fined, and your permit will be taken away. INITIAL CD
- Trail bikes and ATVs are prohibited. INITIAL CD
- Bikes are to be ridden only on bike paths, absolutely no riding on basketball or tennis courts. INITIAL CD
- Leash law is in effect. INITIAL CD
- Bands and stereo equipment (except radios) are prohibited in park areas. INITIAL CD
- Use of golf clubs on parkland is prohibited, with the exception of Barney Road Golf Course. INITIAL CD
- \*Please pick up after yourself. Carry-in, carry-out policy. The Town of Clifton Park requires that you take out what you bring in. If you would like to pay an additional \$75.00 per day for trash removal, please indicate.  
 Yes \_\_\_\_\_ No CD INITIAL CD

Thank you for your cooperation and enjoy your day!

FOR OFFICE USE ONLY			
Field Rental	_____	_____	Date Paid: _____
Pavillion Rental	_____	_____	Amount Paid: _____
Field Lights	_____	_____	Payment Type: _____
Security	_____	_____	Permit Given: _____
Trash Removal	_____	_____	Outlook Calendar: _____
Other	_____	_____	Staff Initials: _____



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America 1855 W. State Road 434 Longwood FL 32750	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> Usascoi@ioausa.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	<b>INSURER A:</b> Accredited Surety & Cas Co Inc	<b>NAIC #</b> 26379
	<b>INSURER B:</b> United States Fire Insurance Company	<b>NAIC #</b> 21113
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1291656440                      **REVISION NUMBER:**

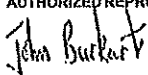
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y		1-TRE-CO-17-01338546-01	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 2,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 2,000,000
								GENERAL AGGREGATE	\$ 4,000,000
								PRODUCTS - COM/OP AGG	\$ 2,000,000
								Abuse/Molestation	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	\$
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$	Y	Y		1-TRE-CO-17-01338547-01	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 3,000,000
								AGGREGATE	\$ 3,000,000
									\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A				PER STATUTE	OTH-ER
								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
B	Participant Accident				US1929880	1/1/2024	1/1/2025	Excess Medical	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions.

Other Insureds includes the following: Individual Members of USA Swimming, Inc., while acting in that capacity; Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity but solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

See Attached...

<b>CERTIFICATE HOLDER</b>  Town of Clifton Park 1 Town Hall Plaza Clifton Park NY 12065 United States	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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RESOLUTION  
# 14

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the installation of a new radiator in the emergency backup generator for the Town Public Safety building.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, requested a quote from Patriot Onsite Generator Service, 151 Plantz Road, Johnstown, NY, and

WHEREAS, Patriot Onsite Generator Service submitted a quote of \$5,211 for the new radiator, and

WHEREAS, Mr. Clemens recommends accepting the quote from Patriot Onsite Generator Service as this company is the Town's service company for generators in all Town sewer districts and those generators managed by the Town's Buildings & Grounds department; now therefore be it

RESOLVED, that Patriot Onsite Generator Service is authorized to supply and install a new radiator in the emergency backup generator for the Town Public Safety building at a cost not to exceed \$5,211 to be paid from A-01621-00200 (General Fund- Public Safety Building-Equipment).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Monday, April 15, 2024 11:47 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #753

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

**Department:** Buildings & Grounds  
**Your Name:** Daniel Clemens  
**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)  
**Sponsor:** P. Barrett  
**Agenda Session Date:** 05/06/2024 ✓  
**Board Meeting Date:** 05/20/2024 ✓  
**Alternate Date:** 06/03/2024  
**Budget Number:** A-1621-024  
**Budget Description:** General fund - public safety building - repairs/mntce  
**Amount:** 5,211  
**Brief Description:** Authorize Patriot Onsite Generator Service LLC to supply and install a new radiator in the public safety buildings emergency backup generator.  
**Add Supporting Docs:**  
[fdebfb12c527c433 Public Safety emerg. gen. radiator replacement res. packet 4.15.24.pdf](#)

**Additional Comments/Details:** Patriot is the towns service company through the Sewer Department for all of our generators. Specialty service.

**Agree to Terms:** Agree

[unsubscribe](#)

**Dan Clemens**

---

**From:** Robert ECK <bo0529@msn.com>  
**Sent:** Monday, April 15, 2024 7:10 AM  
**To:** Dan Clemens  
**Subject:** Radiator replacement  
**Attachments:** CP Safety quote 4-15-2024.pdf

Good morning,

I know you said fix it but I had to do a formal quote as generator replacement radiator cost are just plainly nuts. It took me a while but I finally found an aftermarket replacement radiator for the public Safety generator. It's made in the US and has a 3-year warranty.

It will take 4-6 weeks to get it once I place the order.

Thank you

Bo Eck  
Patriot Onsite Generator Service LLC  
151 Plantz Road  
Johnstown, NY 12095  
(518)528-7329

Patriot Onsite Generator Service LLC

151 Plantz Road  
Johnstown NY 12095

# Estimate

Date	Estimate #
4/15/2024	116

Name / Address
Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065

Job Location
Safety

Description	Qty	Rate	Total
2x Techs, Travel to site, remove front part of cabinet, Pull radiator/ Charge air cooler assembly. replace radiator only and reassemble. Fill with new coolant. *****Will not change hoses or belt, All were replaced recently*****	16	130.00	2,080.00
New radiator	1	2,875.00	2,875.00
1GAL Heavy Duty Ready to use 50/50 anti freeze	12	21.27	255.24
*****4-6 week lead time on radiator*****			

does not include freight charges and taxes	<b>Subtotal</b>	\$5,210.24
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$5,210.24



**RESOLUTION**  
**#15**

Resolution No \_\_\_\_\_ of 2024, a resolution to authorize backstop fence replacement to Miss Shen Softball fields #1-4 at Clifton Common.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation, sought quotes for the fence replacement of the center sections of the backstops at fields 1-4 at Clifton Common, and

WHEREAS, AFSCO Fence Supply Co., Inc. submitted the lowest conforming quote in the total amount of \$5,150 for the replacement of the chain link fence in the center sections of the backstops at all four (4) fields; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks, and Recreation is authorized to accept the quote from AFSCO Fence Supply Co., Inc. for chain link fence replacement in the backstops of Miss Shen Fields #1-4 at Clifton Common, per the attached documents, to be paid from A-7112-200 (General Fund- Clifton Common-Equipment).

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, April 18, 2024 12:41 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #760

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

**Department:** Buildings & Grounds  
**Your Name:** Daniel Clemens  
**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)  
**Sponsor:** A. Morelli  
**Agenda Session Date:** 05/06/2024 ✓  
**Board Meeting Date:** 05/20/2024 ✓  
**Alternate Date:** 06/03/2024  
**Budget Number:** A-7112-24-40  
**Budget Description:** General Fund - Clifton Common - Maintenance - Miss Shen Softball  
**Amount:** 5,150.00  
**Brief Description:** Hire AFSCO Fence Supply Co., Inc. to remove and replace the chain link fencing on the center sections of the backstop on fields 1-4 at Miss Shen softball  
**Add Supporting Docs:**  
[b2af32ca836eb626 Softball fields 1-4 backstop repair res packet 4.16.24.pdf](#)  
**Additional Comments/Details:** These sections will be replaced to match existing material. Sections are approximately 12-feet high x 20-feet wide.  
**Agree to Terms:** Agree

[unsubscribe](#)

Town of Clifton Park  
Buildings & Grounds

**Quote Cover Sheet**

**Date: April 16, 2024**

---

**Description: replace center sections of chain link fence on the  
backstops for fields 1-4 at Miss Shen Softball**

---

**Vendor #1: Bruce Fence Co. Inc. - \$8,495.00**

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**Vendor #2: AFSCO Fence Supply Co., Inc. - \$5,150.00** ✖

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**Vendor #3: Mariaville Fence - \$5,975.00**

---

**Vendor #4: Siena Fence - no reply**

---

**Vendor #5: Precision Gate & Fence - no reply**

---

**Vendor #6:**

---

**Comments:**

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**Decision: AFSCO - \$5,150.00**

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## 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 the replacement of chain link on softball backstops located at Miss Shen fields, Clifton Common, Clifton Park NY 12065.

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

*Remove and dispose of off-site old chain link from the center sections of the backstops on fields 1,2,3 & 4 at Clifton Common. (Miss Shen softball)*

*Supply and install new chain link to match existing on same backstops.*

*Each section is approximately 12-feet high and 20-feet wide.*

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.

A minimum of 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 Ray Zeller at [rzeller@cliftonpark.org](mailto:rzeller@cliftonpark.org) 518-912-5493 with any questions or for an appointment to do a site visit.

Quotes are due by Friday April 12, 2024, at 2:00pm

SENT TO  
5 COMPANIES  
3/22/24

# BRUCE FENCE CO. INC.

3 Miles North of Latham Traffic Circle on Route 9  
[www.brucefence.com](http://www.brucefence.com)

RESIDENTIAL • INDUSTRIAL

1161 NEW LOUDON RD.  
COHOES, NEW YORK 12047  
518-783-8792 (phone)  
518-783-0107 (fax)

Town of Clifton Park Building & Grounds  
Owner's Name  
One Town Hall Plaza  
Address  
Clifton Park, NY 12065  
518.371.6551  
Phone  
Fax 518.371.1136

April 3, 2024  
Date Job Number  
Installation Address  
UFPO# Nearest Cross Street

Attn: Dan Clemens, ext 248  
Cell # 518.281.5065  
Ray Zeller, cell # 518.912.5493  
rzeller@cliftonpark.org  
Re: Miss Shen Softball  
Clifton Common  
Clifton Park, NY

Remove and dispose of off site old chain link from center sections of the backstops on Fields #1, 2, 3 & 4.  
Supply and install new chain link to match existing on same backstops.  
Each section is approximately 12' high x 20' wide.

NOTE: Quote does not include sales tax. Quote includes prevailing wage rates.

QUALIFICATIONS OF BIDS AS FOLLOWS:

All clearing, grading and layout of fence lines to be done by others. Quotation includes 3 million dollar maximum liability insurance.  
Access to work area by rubber tired vehicles to be provided by others. Underground utilities and structures shall be located and protected by others.  
All excavation spoils to be cast along fence lines. All retainage withheld shall be paid within 10 days of receipt of same by owner but not longer than 6 months after the invoice for the work.  
All work shall be completed in 1 mobilization.  
Additional mobilizations, \$500. each.

In consideration, the Owner agrees to pay Bruce Fence Co., Inc. the sum of \$ **8,495.00** Dollars,  
pursuant to the following payment schedule: N/30 after completion of work

This contract is subject to the terms and covenants and conditions on the reverse side hereof, and is not binding upon Bruce Fence Co., Inc. until accepted.

\*\*\*\*\*

BRUCE FENCE CO. INC. (Owner)  
By Mark Bruce By \_\_\_\_\_

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction - see the attached Notice of Cancellation form for an explanation of this right.



# AFSCO FENCE SUPPLY CO., INC.

185 Troy-Schenectady Rd.  
PO Box 98  
Latham, NY 12110  
(518) 783-0395  
(518) 783-9333 fax

34 Big Boom Rd.  
Queensbury, NY 12804  
(518) 792-7076  
(518) 798-5836 fax

April 9, 2024

We propose, subject to acceptance, to sell and/or install the materials enumerated below:  
Title to materials remains with AFSCO Fence until paid in full.

Name: **Town of Clifton Park**  
**One Town Hall Plaza**  
**Clifton Park, NY 12065**  
Attn: Dan Clemens

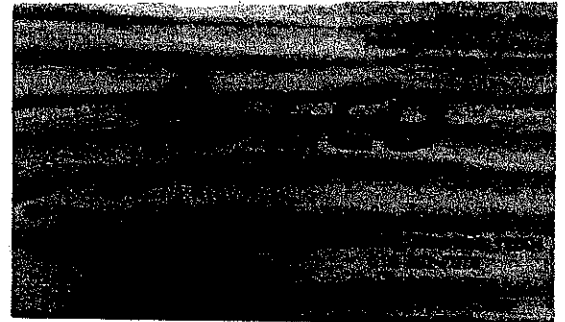
Ship To: **Clifton Commons**  
**Backstop work Fields 1, 2, 3, and 4.**

This contract is subject to terms, covenants, and conditions on part II of Proposal  
**PROPOSAL (Part I of II)**

Job Scope:

- Remove the Lower 12' high fence fabric, on Lower Back-side of Backstops #1 - #4, and haul away.
- Adjust the rails as needed for a proper new fence fabric installation.
- Replace with new 6-gauge x 6' high on the lower middle section, and 9-gauge x 6' high on the upper back section.
- Tie in place using new aluminum hook ties.

**Total Installed \$5,150**



Exclusions:

- Removals and reinstallation of the green windscreen on the backstops.

- BUILDING PERMITS BY OTHERS.
- LINES TO BE CLEAR & STAKED BY OTHERS.
- PROPER TAX-EXEMPT CERTIFICATE NEEDED WITH ORDER.
- ALL PRIVATE UNDERGROUND UTILITIES TO BE STAKED BY OWNER.

IF REQUIRED

RECOMMENDED BY: Neal R. Galvin  
Representative **NEAL R. GALVIN; PRESIDENT**

ACCEPTED BY: \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_  
Purchaser

# Mariaville Fence

60-1 Blue Barns Rd Proposal/Contract  
Rexford, NY, 12148

Office 518.864.5746

Proposal Date: 4/16/2024

Proposal #: 3695

Project:

Estimator: Greg Tarte

**Bill To:**

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

Customer Phone

Description	Total
<p>Miss Shen Softball Fields 1,2,3 &amp; 4</p> <p>Mariaville Fence will remove and properly dispose of old chain link fence from center sections of the backstops (160' lf) on fields 1,2,3 &amp; 4 at the Clifton Common, Miss Shen Softball field backstops.</p> <p>Mariaville Fence will furnish and install 160' lf Lower portions of backstops total of 80' lf of 6" high 2x6 HD galvanized chain link. Upper portion of backstops total of 80' lf of 6" high 2x9 galvanized chain link fence.</p>	5,975.00
<b>Total</b>	<b>\$5,975.00</b>

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

SIGNATURE \_\_\_\_\_

**RESOLUTION  
#16**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the hiring 2024 seasonal help for the Buildings and Grounds Department.

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

WHEREAS, openings exist for seasonal help in the Buildings and Grounds Department, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, has recommended that the individuals listed on Schedule A-3 be hired to fill the seasonal positions; now therefore be it

RESOLVED, that those individuals listed on Schedule A-3 be employed as 2024 seasonal help for the Buildings and Grounds Department, effective immediately, to be paid as listed.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, May 3, 2024 8:09 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Employee Resolution Request #780

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

**Department:** Buildings & Grounds

**Your Name:** Daniel Clemens

**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** A-7190-E4000 and A-7110-E4000

**Budget Description:** General Fund-Barney road Golf Course-Golf Course Workers and General Fund - Buildings and Grounds - PT Labor (season)

**Amount:** \$18 & \$19/ hour

**Brief Description:** Hire Jack Normandin for seasonal labor at the Barney Road Golf Course for (20) hours/week and B&G for (20) hours/week at \$18 per hour. Increase the hourly rate for Andre Swayne (already hired) to \$19 per hour to match his skill and work at the Barney Road Golf Course. Both effective immediately please.

**Add Supporting Docs:**

**Additional Comments/Details:** Jack is a returning employee and Andrew has worked at the golf course last year and some time this year. He is a proven and outstanding worker with many skills and should be paid more than I hired him at.

**Agree to Terms:** Agree

[unsubscribe](#)

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Monday, May 6, 2024 8:20 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Employee Resolution Request #786

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

**Department:** Buildings & Grounds

**Your Name:** Daniel Clemens

**Your Email:** [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)

**Sponsor:** P.Barrett

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** A-7110-E4000

**Budget Description:** General Fund - Buildings & Grounds - PT Labor (season)

**Amount:** \$17/hr

**Brief Description:** Hire Daniel Morris, 5 Cindy Lane, Clifton Park as seasonal labor for the Buildings & Grounds Department at \$17/hour, effective immediately.

**Add Supporting Docs:**

**Additional Comments/Details:** New hire

**Agree to Terms:** Agree

[unsubscribe](#)



# Town of Clifton Park

## Buildings & Grounds

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

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### SCHEDULE A-3

### 2024 SEASONAL EMPLOYEES

Daniel Morris B&G	\$17.00 per hour	A-7110-E4000
Bradyn Pomainville B&G	\$17.00 per hour	A-7110-E4000
David Noakes Golf Course	\$17.00 per hour	A-7110-E4000
Jack Normandin Golf Course (20) Hours B&G (20) hours	\$18.00 per hour	A-7190-E4000 A-7110-E4000
Andrew Swayne Golf Course	\$19.00 per hour*	A-7190-E4000

\*Change from resolution #50 – increase hourly rate to reflect his skill

**RESOLUTION**

**#17**

Resolution No. \_\_\_\_ of 2024, a resolution to schedule a public hearing on a proposal to modify an area restriction within the North Crest Village (Tallow Wood) Planned Development District A-217-76 (K) of the Town Code.

WHEREAS, the North Crest Village Planned Development District (PDD) was amended by Local Law # 6 of 1980 to include, amongst other provisions, a 10 foot free space on both sides of and to the rear of each building to provide access to emergency and/or fire-fighting personnel responding to an emergency or fire, said free space to be contained in conveyances and to run with the land, and

WHEREAS, some deeds for lots withing the PDD include the free space restriction and some deeds within the PDD do not include the restriction, and

WHEREAS, a public hearing was held on September 5, 2023 to obtain comment on a proposal to eliminate the 10-foot restriction around each building within the PDD, and

WHEREAS, after consideration of the comments received at the public hearing, and considering concerns of Town staff, the Town Board wishes to schedule a public hearing to consider amending the North Crest Village Planned Development District (PDD) A217-76 (K) to change the 10-foot free space to a 2-foot free space; now, therefore, be it

RESOLVED, that a public hearing is hereby scheduled to amend the North Crest Village Planned Development District (PDD) A217-76 (K) to change the 10-foot free space to a 2-foot free space, at 7:02pm on Monday, June 3, 2024, in the Wood Memorial Room, 1 Town Hall Plaza, Clifton Park, N.Y.

**A217-76 Development regulations**

(K) Free spaces. Free spaces of not less than 2 feet shall be left on each lot on both sides of and to the rear of every building, extending the full length and rear width of each lot or plot, which free spaces shall not be built upon or blocked or obstructed in any way. The free spaces are intended to and shall provide access to the dwelling units by emergency and/or fire-fighting personnel responding to an emergency or a fire.

This provision supersedes any prior provision of this Code requiring a 10 foot free space.

**RESOLUTION**  
**#18**

Resolution No. \_\_\_\_\_ of 2024, a resolution appointing David Urkevich as a member of the Town of Clifton Park Open Space, Trails & Riverfront Committee.

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

WHEREAS, an opening exists on the Open Space, Trails & Riverfront Committee, and

WHEREAS, David Urkevich, Ballston Lake, NY, has been recommended to fill the position, and

WHEREAS, the Town Board wishes to appoint David Urkevich as a member of the committee; now, therefore be it

RESOLVED, that David Urkevich is hereby appointed to the Town of Clifton Park Open Space, Trails & Riverfront Committee, for the remainder of a two-year term, term to expire December 31, 2025.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, May 1, 2024 10:28 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #776

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

**Department:** Supervisor

**Your Name:** Cindy Zlogar

**Your Email:** [czlogar@cliftonpark.com](mailto:czlogar@cliftonpark.com)

**Sponsor:** P. Barrett

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 06/03/2024

**Budget Number:** N/A

**Budget Description:** N/A

**Amount:** N/A

**Brief Description:** A resolution to appoint David Urkevich to the Open Space, Trails and Riverfront Advisory Committee

**Add Supporting Docs:**

**Additional Comments/Details:** N/A

**Agree to Terms:** Agree

[unsubscribe](#)

**RESOLUTION**  
**#19**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the promotion of William Torres, currently a seasonal laborer at the Barney Road Golf Course for the Buildings and Grounds Department to Recreation Attendant at the Clifton Park Senior Community Center.

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

WHEREAS, an opening exists for a Recreation Attendant at the Clifton Park Senior Community Center, and

WHEREAS, the Supervisor recommends that William Torres be promoted from Buildings and Grounds seasonal laborer to Recreation Attendant at the Clifton Park Senior Community Center, and

WHEREAS, the above-referenced employee is qualified for the position; now therefore be it

RESOLVED, that William Torres, Rexford, NY, is hereby promoted to Recreation Attendant at the Clifton Park Senior Community Center, effective May 21, 2024, to be paid at Grade 3, Step 1 (\$21.87/hr), as detailed in the attached Schedule A.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, May 7, 2024 10:29 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Employee Resolution Request #788

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

**Department:** Supervisor's Office  
**Your Name:** Jean Spiegel  
**Your Email:** [jspiegel@cliftonpark.org](mailto:jspiegel@cliftonpark.org)  
**Sponsor:** Phil Barrett  
**Agenda Session Date:** 05/20/2024 ✓  
**Board Meeting Date:** 05/20/2024 ✓  
**Alternate Date:** 05/20/2024  
**Budget Number:** na  
**Budget Description:** Senior center employee  
**Amount:** \$45,840 annually  
**Brief Description:** An opening exists for the Recreation Attendant at the Senior Center. We would like to promote William Torres to the position at Grade 3, Step 1, \$45,840 per year/ \$21.87 per hour.  
**Add Supporting Docs:**  
[11549270e50c08ed Rec attendant posting.pdf](#)

**Additional Comments/Details:** We would like to make this effective on May 20, 2024

**Agree to Terms:** Agree

[unsubscribe](#)



**RESOLUTION**  
**#20**

Resolution No. \_\_\_\_\_ of 2024, a resolution contracting for paving services for the Town's Highway Department.

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

WHEREAS, the Highway Department is piggybacking off of paving services contract 24-PWPSR-46R entered into by the County of Saratoga, and

WHEREAS, quotes in the attached submission from the Superintendent of Highways, Dahn Bull, are not exact, as tonnage, time, and unforeseen issues may arise affecting the quote, and

WHEREAS, Mr. Bull has received notification that the Town will receive \$747,920 in Consolidated Local Street and Highway Improvement Program (CHIPS) and other related Department of Transportation funding, and

WHEREAS, the Town has previously budgeted \$467,000 in CHIPS funding; now therefore be it

RESOLVED, that the Comptroller is authorized to increase the revenues by \$280,920 to DA-03501 (Highway-CHIPS Revenue) and increase the expenditures by \$280,920 to DA-05112-00015 (Highway Fund-Permanent Improvements-Other Contractual), and be it further

RESOLVED, that the Superintendent of Highways is authorized to enter a piggyback agreement with Evolution Construction Services, Mechanicville, NY, per Saratoga County Contract 24-PWPSR-46R in an amount up to \$2,810,000, with invoices to be paid \$2,062,080 from DA-5110-030 (Highway – Paving – Blacktop) and \$747,920 from DA-5112-015 (Highway – Other Contractual).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, May 3, 2024 12:41 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #783

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

**Department:** Highway

**Your Name:** Dahn Bull

**Your Email:** [dbull@cliftonpark.org](mailto:dbull@cliftonpark.org)

**Sponsor:** D. Bull

**Agenda Session Date:** 05/06/2024 ✓

**Board Meeting Date:** 05/20/2024 ✓

**Alternate Date:** 05/20/2024

**Budget Number:** DA-5110-030, DA-5112-015

**Budget Description:** Paving/Blacktop, Other Contractual

**Amount:** \$2,810,000.00

**Brief Description:** The Highway Department is piggy backing off of the lowest bid for paving services for the Saratoga County Bid. We will additionally piggy back off the asphalt bid through Saratoga County.

Due to the previous projects completed and work seen in other towns, we will be hiring primarily Evolution Contracting Services

Evolution Paving Services are also being used by neighboring towns of Halfmoon, Ballston, Charlton, Malta, and Milton.

**Add Supporting Docs:**

[3fb88f2c9049934a\\_20240503125358016.pdf](#)

**Additional Comments/Details:** None at this time

**Agree to Terms:** Agree

[unsubscribe](#)

**NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION  
Consolidated Local Street and Highway Improvement Program (CHIPS)  
Budget Proposal, Dated 29-APR-24**

County	OSC Code	Municipality Name	2324 REG CAP portion	2324 CONV CAP portion	2324 CHIPS total	2425 REG CAP portion	2425 CONV CAP portion	2425 CHIPS total	2425 CHIPS change	Percent changed
Saratoga	410100000000	County of Saratoga	3,180,998.86	346,807.33	3,527,806.19	3,188,178.74	347,590.12	3,535,768.86	7,962.67	0.23
			3,180,998.86	346,807.33	3,527,806.19	3,188,178.74	347,590.12	3,535,768.86	7,962.67	0.23
	410229000000	City of Mechanicville	148,464.20	16,186.26	164,650.46	136,338.49	14,864.26	151,202.75	-13,447.71	-8.17
			759,214.68	82,773.11	841,987.79	748,094.36	81,560.72	829,655.08	-12,332.71	-1.46
	410252000000	City of Saratoga Springs	907,678.88	98,959.37	1,006,638.25	884,432.85	96,424.98	980,857.83	-25,780.42	-2.56
			116,095.98	12,657.33	128,753.31	117,978.32	12,862.55	130,840.87	2,087.56	1.62
	410314700000	Town of Charlton	143,315.15	15,624.89	158,940.04	143,438.83	15,638.38	159,077.21	137.17	0.09
	410317400000	Town of Clifton Park	423,239.47	46,143.54	469,383.01	424,935.56	46,328.46	471,264.02	1,881.01	0.40
	410320000000	Town of Corinth	127,323.93	13,881.45	141,205.38	127,184.83	13,866.28	141,051.11	-154.27	-0.11
	410322000000	Town of Day	103,942.10	11,332.25	115,274.35	104,036.84	11,342.58	115,379.42	105.07	0.09
	410325500000	Town of Edinburg	110,722.24	12,071.46	122,793.70	110,757.39	12,075.30	122,832.69	38.99	0.03
	410331400000	Town of Galway	184,692.27	20,136.02	204,828.29	184,636.31	20,129.91	204,766.22	-62.07	-0.03
	410334400000	Town of Greenfield	276,938.40	30,193.12	307,131.52	276,319.37	30,125.64	306,445.01	-686.51	-0.22
	410335700000	Town of Hadley	116,243.24	12,673.38	128,916.62	116,015.92	12,648.60	128,664.52	-252.10	-0.20
	410336000000	Town of Halfmoon	199,591.01	21,760.34	221,351.35	200,975.72	21,911.31	222,887.03	1,535.68	0.69
	410350100000	Town of Malta	108,690.95	11,850.00	120,540.95	107,926.39	11,766.65	119,693.04	-847.91	-0.70
	410353400000	Town of Milton	174,447.74	19,019.10	193,466.84	175,311.59	19,113.28	194,424.87	958.03	0.50
	410354900000	Town of Moreau	192,107.61	20,944.46	213,052.07	192,734.35	21,012.80	213,747.15	695.08	0.33
	410360100000	Town of Northumberland	156,154.62	17,024.71	173,179.33	156,353.51	17,046.40	173,399.91	220.58	0.13
	410369300000	Town of Providence	146,816.75	16,006.65	162,823.40	146,814.25	16,006.38	162,820.63	-2.77	0.00
	410374700000	Town of Saratoga	182,375.69	19,883.45	202,259.14	182,451.00	19,891.66	202,342.66	83.52	0.04
	410380700000	Town of Stillwater	172,618.48	18,819.67	191,438.15	172,489.16	18,805.57	191,294.73	-143.42	-0.07
	410387500000	Town of Waterford	48,888.76	5,330.08	54,218.84	49,348.35	5,380.19	54,728.54	509.70	0.94
	410391700000	Town of Wilton	201,107.57	21,925.68	223,033.25	202,722.05	22,101.70	224,823.75	1,790.50	0.80
			3,185,311.96	347,277.58	3,532,589.54	3,192,429.74	348,053.64	3,540,483.38	7,893.84	0.22
	410420001150	Village of Corinth	99,922.69	10,894.03	110,816.72	98,904.29	10,783.00	109,687.29	-1,129.43	-1.02
	410450104295	Village of Round Lake	58,983.80	6,430.69	65,414.49	58,827.43	6,413.64	65,241.07	-173.42	-0.27

NEW YORK STATE OF DEPARTMENT OF TRANSPORTATION  
 Extreme Winter Recovery Program  
 Budget Proposal, Dated 29-Apr-2024

County	OSC Code	Municipality Name	2324 Ext. Winter total	2425 Ext. Winter total	2425 Ext. Winter change	Percent changed
Saratoga	410100000000	County of Saratoga	522,996.31	522,996.31	0.00	0.00
			522,996.31	522,996.31	0.00	0.00
	410229000000	City of Mechanicville	25,969.57	25,969.57	0.00	0.00
	410252000000	City of Saratoga Springs	143,014.63	143,014.63	0.00	0.00
			168,984.20	168,984.20	0.00	0.00
	410304900000	Town of Ballston	24,079.70	24,079.70	0.00	0.00
	410314700000	Town of Charlton	31,399.60	31,399.60	0.00	0.00
	410317400000	Town of Clifton Park	88,879.12	88,879.12	0.00	0.00
	410320000000	Town of Corinth	27,539.83	27,539.83	0.00	0.00
	410322000000	Town of Day	22,785.62	22,785.62	0.00	0.00
	410325500000	Town of Edinburg	24,568.78	24,568.78	0.00	0.00
	410331400000	Town of Galway	40,838.46	40,838.46	0.00	0.00
	410334400000	Town of Greenfield	60,331.33	60,331.33	0.00	0.00
	410335700000	Town of Hadley	25,987.35	25,987.35	0.00	0.00
	410336000000	Town of Halfmoon	41,160.67	41,160.67	0.00	0.00
	410350100000	Town of Malta	21,366.51	21,366.51	0.00	0.00
	410353400000	Town of Milton	37,978.29	37,978.29	0.00	0.00
	410354900000	Town of Moreau	41,628.30	41,628.30	0.00	0.00
	410360100000	Town of Northumberland	33,923.42	33,923.42	0.00	0.00
	410369300000	Town of Providence	32,343.74	32,343.74	0.00	0.00
	410374700000	Town of Saratoga	40,153.75	40,153.75	0.00	0.00
	410380700000	Town of Stillwater	37,244.42	37,244.42	0.00	0.00
	410387500000	Town of Waterford	10,277.87	10,277.87	0.00	0.00
	410391700000	Town of Wilton	41,901.34	41,901.34	0.00	0.00
			684,388.10	684,388.10	0.00	0.00
	410453400340	Village of Ballston Spa	24,188.49	24,188.49	0.00	0.00
	410420001150	Village of Corinth	21,539.66	21,539.66	0.00	0.00

NEW YORK STATE OF DEPARTMENT OF TRANSPORTATION  
PaveNY  
Budget Proposal, Dated 29-Apr-2024

County	OSC Code	Municipality Name	23/24 PaveNY total	24/25 PaveNY total	24/25 PaveNY change	Percent changed
Saratoga	410100000000	County of Saratoga	921,375.43	924,101.77	2,726.34	0.30
			921,375.43	924,101.77	2,726.34	0.30
	410229000000	City of Mechanicville	42,147.91	37,543.55	-4,604.36	-10.92
	410252000000	City of Saratoga Springs	209,941.31	205,718.72	-4,222.59	-2.01
			252,089.22	243,262.27	-8,826.95	-3.50
	410304900000	Town of Ballston	30,892.40	31,607.16	714.76	2.31
	410314700000	Town of Chariton	37,218.02	37,264.98	46.96	0.13
	410317400000	Town of Clifton Park	112,021.91	112,665.95	644.04	0.57
	410320000000	Town of Corinth	33,260.33	33,207.51	-52.82	-0.16
	410322000000	Town of Day	26,986.27	27,022.25	35.98	0.13
	410325500000	Town of Edinburg	28,583.96	28,597.31	13.35	0.05
	410331400000	Town of Galway	47,758.86	47,737.61	-21.25	-0.04
	410334400000	Town of Greenfield	72,107.79	71,872.74	-235.05	-0.33
	410335700000	Town of Hadley	29,903.26	29,816.94	-86.32	-0.29
	410336000000	Town of Halfmoon	53,239.68	53,765.48	525.80	0.99
	410350100000	Town of Malta	29,566.92	29,276.61	-290.31	-0.98
	410353400000	Town of Millton	45,455.68	46,763.70	328.02	0.72
	410354900000	Town of Mobeau	50,141.91	50,379.89	237.98	0.47
	410360100000	Town of Northumberland	40,710.80	40,786.32	75.52	0.19
	410369300000	Town of Providence	38,030.42	38,029.47	-0.95	0.00
	410374700000	Town of Saratoga	47,254.31	47,282.91	28.60	0.06
	410380700000	Town of Stillwater	45,143.11	45,094.01	-49.10	-0.11
	410387500000	Town of Waterford	12,933.52	13,108.04	174.52	1.35
	410391700000	Town of Wilton	53,409.78	54,022.83	613.05	1.15
			834,598.93	837,301.71	2,702.78	0.32
	410453400340	Village of Ballston Spa	30,495.96	30,762.80	266.84	0.88
	410420001150	Village of Corinth	26,142.59	25,755.89	-386.70	-1.48

**NEW YORK STATE OF DEPARTMENT OF TRANSPORTATION**  
**Pave Our Potholes**  
**Budget Proposal, Dated 29-Apr-2024**

County	OSC Code	Municipality Name	2324 POP Total	2425 POP Total	2425 POP Change	Percent Changed
Saratoga	410100000000	County of Saratoga	614,250.29	616,067.84	1,817.55	0.30
			614,250.29	616,067.84	1,817.55	0.30
	410229000000	City of Mechanicville	28,098.61	25,029.03	-3,069.58	-10.92
	410252000000	City of Saratoga Springs	139,960.87	137,145.81	-2,815.06	-2.01
			168,059.48	162,174.84	-5,884.64	-3.50
	410304900000	Town of Ballston	20,594.93	21,071.44	476.51	2.31
	410314700000	Town of Charlton	24,812.01	24,843.32	31.31	0.13
	410317400000	Town of Clifton Park	74,681.27	75,110.63	429.36	0.57
	410320000000	Town of Coeath	22,173.55	22,138.34	-35.21	-0.16
	410322000000	Town of Day	17,990.85	18,014.83	23.98	0.13
	410325500000	Town of Edinburg	19,065.97	19,064.87	8.90	0.05
	410331400000	Town of Galway	31,839.24	31,825.07	-14.17	-0.04
	410334400000	Town of Greenfield	48,071.86	47,915.16	-156.70	-0.33
	410335700000	Town of Hadley	19,935.51	19,877.96	-57.55	-0.29
	410336000000	Town of Halfmoon	35,493.12	35,843.65	350.53	0.99
	410350100000	Town of Malta	19,711.28	19,517.74	-193.54	-0.98
	410353400000	Town of Milton	30,290.46	30,509.14	218.68	0.72
	410354900000	Town of Moreau	33,427.94	33,586.60	158.66	0.47
	410360100000	Town of Northumberland	27,140.53	27,190.88	50.35	0.19
	410369300000	Town of Providence	25,353.61	25,352.98	-0.63	0.00
	410374700000	Town of Saratoga	31,502.87	31,521.94	19.07	0.06
	410380700000	Town of Stillwater	30,095.41	30,062.67	-32.74	-0.11
	410387500000	Town of Waterford	8,622.35	8,738.69	116.34	1.35
	410391700000	Town of Wilton	35,606.52	36,015.22	408.70	1.15
			556,399.28	558,201.13	1,801.85	0.32
	410453400340	Village of Ballston Spa	20,330.64	20,508.53	177.89	0.87
	410420001150	Village of Coeath	17,428.39	17,170.59	-257.80	-1.48



**DEPARTMENT OF  
CENTRAL SERVICES**

JOHN WARMT, DIRECTOR

518.885.2210

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020



MEMORANDUM

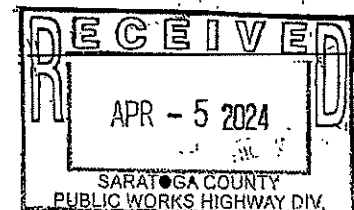
TO: Chad Cooke, P.E., Public Works  
FROM: John Warmt, Purchasing  
DATE: April 2, 2024  
RE: Pavement Service Rates – ~~24-PWPSR-46R~~ UPDATED

The County of Saratoga has received a reassignment request from All States Construction, Inc. having purchased substantially all of Gorman Bros., Inc. highway construction assets. This reassignment has been approved with no change in bid pricing or terms for the referenced bid. The new entity will be created in New World Financial. This change takes effect immediately. This bid expires on January 31, 2025, with the option of two (2) one (1) year extensions. An updated recap is attached.

Should you have any questions please contact me.

attachment

cc: D. Mellon, Gorman  
M. Mastropietro, Callanan Industries  
J. Russo, Evolution Construction Services  
S. Radloff, New Castle Paving  
P. Fitzgerald, Jointa Lime Company  
D. DelSignore, DelSignore Blacktop Paving  
K. Shader, HMA Contracting Corp.  
C. Edelstein, Peckham Road Corp.  
County Auditor



☺ *Revolutionary By Nature* ☺







**DEPARTMENT OF  
CENTRAL SERVICES**

JOHN WARMT, DIRECTOR

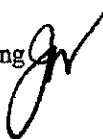
518.885.2210

SARATOGACOUNTY.NY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

**FILE**

MEMORANDUM

TO: Chad Cooke, P.E. Public Works  
FROM: John Warmt, Director of Purchasing   
DATE: February 5, 2024  
RE: Pavement Service Rates – 24-PWPSR-46R

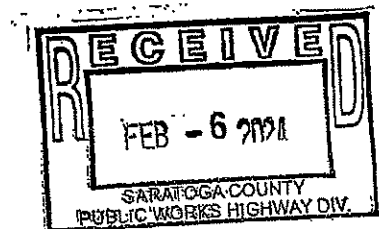
This is to inform you that the bid for Pavement Service Rates, specification 24-PWPSR-46R has been awarded to all bidders on a project-to-project basis, as per the attached bid recap.

Please be aware that the Specifications, Instructions to Bidders, Indemnity and Insurance Agreement, and the Proposal will constitute a contract.

The contract period will run from February 1, 2024 through January 31, 2025, with the option to extend for two (2), one (1) year periods upon written agreement of both parties.

If you have any questions, please contact my office.

Attachment



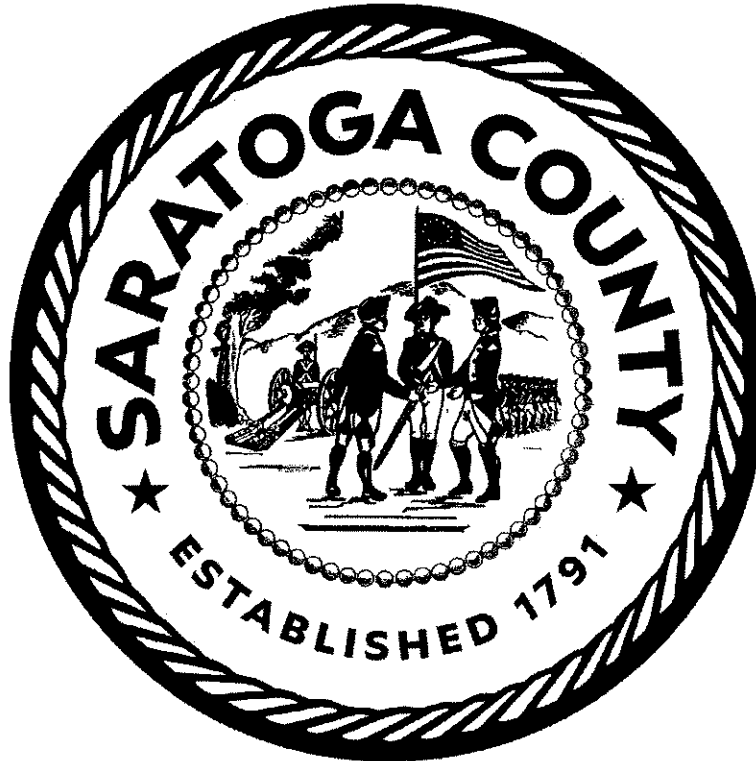
⊙ *Revolutionary By Nature* ⊙





# COUNTY OF SARATOGA

REQUEST FOR BIDS  
Pavement Service Rates  
Specification 24-PWPSR-46R



OPENING January 11, 2024 @ 11:00 a.m.

SARATOGA COUNTY DEPARTMENT OF CENTRAL SERVICES  
JOHN T. WARMT, DIRECTOR OF PURCHASING  
50 WEST HIGH STREET BALLSTON SPA, NEW YORK 12020

## INSTRUCTIONS TO BIDDERS

1. By these specifications, 24-PWPSR-46R, it is the intent of Saratoga County, through its Department of Central Services, Purchasing Division, to secure a bid for Pavement Service Rates. Sealed bids will be received until 11:00 a.m. Thursday, January 11, 2024 at which time bids will be publicly opened and read aloud.
2. Bids must be addressed to the Saratoga County Department of Central Services, 50 West High Street, Ballston Spa, NY 12020 and must be in a sealed envelope plainly marked - BID FOR PAVEMENT SERVICE RATES.
3. The contract period is for one (1) year beginning February 1, 2024 through January 31, 2025, with an option for two (2), one (1) year extensions upon written agreement of both parties.
4. Electronic bid submissions will be accepted for this solicitation. Electronic submissions will only be accepted through the Empire State Purchasing Group (bidnet) website. Electronic bids will be made available to the County on the date and time listed in the bid documents. When utilizing the electronic bid submission, a digital signature is required. A digital signature is a secure electronic signature that is generated using a digital certificate and cryptographically bound to the document using public key infrastructure (PKI). The digital certificate is unique to the signer and obtained from a trusted 3rd party such as a trust service provider (TSP) or certificate authority (CA) after verification of the signer's identity. Any electronic bid submitted in any other way will not be accepted.
5. Bidder must be an established business enterprise and must satisfactorily prove to the Commissioner of Public Works, upon request, that he has adequate facilities to perform all requirements in the event of any award.
6. No contract resulting from this bid shall, either in whole or in part, be assigned, transferred, conveyed, sublet, or otherwise disposed of to any other person, company, or corporation, unless prior approval is obtained, in writing, from the County of Saratoga.
7. The contractor must comply with Section 220 of the labor law as it pertains to the payment of the minimum prevailing wage rates for Saratoga County. The contractor must also comply with all other federal, State, and local laws and regulations applicable to this type of work.
8. This Agreement shall be void and of no effect unless through the term of this Agreement CONTRACTOR, in compliance with the provisions of the Worker's Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law.
9. Insurance requirements are attached. Signed Indemnity and Insurance Agreement and **a copy of your Certificate of Insurance must be returned with bid.**
10. Bidders must be aware that all political subdivisions, and districts located in the State of New York, may be entitled to make purchases of materials, or supplies from the resulting bid award. It is understood that the extension of such award is at the discretion of the vendor and the vendor is only bound to any contract between the vendor and Saratoga County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Saratoga County, specifically and expressly disclaims any and all liability for defective performance, breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Saratoga County bid.

11. Purchases by Saratoga County are not subject to any sales or federal excise taxes. Saratoga County is also exempt from the Transportation Tax.
- 12. ALL BIDS MUST BE SUBMITTED ON THE BID FORMS OBTAINED FROM THE SARATOGA COUNTY PURCHASING DEPARTMENT OR THE EMPIRE STATE PURCHASING GROUP. Bids submitted on another form or revised bid document may be considered non-responsive and may be rejected.**
13. Saratoga County will reject any bid that does not have a signed Statement of Required Disclosures, Representations, and Certificates that includes the Non-Collusive Bidding Certificate, a Certificate of Compliance with the Iranian Divestment Act, and a Certificate for the Prevention of Sexual Harassment, and binds the bidder to their proposal (attached).
14. Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause for discontinuing business with the successful bidder.
- 15. Saratoga County, through its Purchasing Division, reserves the right to accept any alternate proposal not significantly altering the bid specifications.**
16. Saratoga County, through its Purchasing Division, reserves the right to reject parts of any or all bids.
17. Questions regarding this bid should be directed to John Warnt, Director of Purchasing -518-885-2210.

COUNTY OF SARATOGA  
DEPARTMENT OF CENTRALSERVICES  
50 WEST HIGH STREET  
BALLSTON SPA, NEW YORK 12020  
(p) 518-885-2210 (f) 518-885-2220

## GENERAL CONDITIONS

(For the purchase of materials, supplies, services, and equipment)

All invitations to bid issued by the County of Saratoga will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contact awarded by the County.

### DEFINITIONS

"County"	- shall be the legal designation of the County of Saratoga.
"Bid"	- an offer to furnish materials, supplies, services, and or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
"Bid Offer"	- the form on which the bidder submits their bid
"Bidder"	- any individual, company, or corporation submitting a bid.
"Business Day"	- any day that the Saratoga County Department of Central Services is open to conduct normal business.
"Successful bidder"	- any bidder to whom an award is made by the County.
"Specification"	- a detailed description of materials, supplies, services, and/or equipment.

### BIDS

1. The date and time of all bid openings will be given in the Notice to Bidders, the bid cover page, and in the Instructions to Bidders.

2. Saratoga County distributes bidding documents through the Empire State Purchasing Group website (<http://www.empirestatebidsystem.com/>) or through the Saratoga County Department of Central Services. Only those vendors who obtain bidding documents from either the Saratoga County Department of Central Services or from the Empire State Purchasing Group website are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from any other source you are strongly encouraged to obtain a copy from a source mentioned above.

3. All bids received after the deadline, by any delivery method, will be considered late and will be returned unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. The bidder assumes responsibility for having his bid deposited on time at the place specified. The County will not accept facsimile or e- mail bids.

4. All information required by the Instructions to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid. The County reserves the right to reject any incomplete bid.

5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, services or equipment required and a representation that the bidder can furnish the supplies, services, materials, or equipment in complete compliance with the specifications.

6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be indicated in the space provided on the bid forms or additional sheet of paper.

7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. **All signatures must be original signatures. Photocopied, facsimile, printed, stamped, or typewritten signatures will not be accepted, unless electronic bids are accepted.**

8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the County is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. The County of Saratoga is also exempt from Transportation Tax.

9. In all specifications, the words "or equal" are understood after each article giving a manufacturer's name or catalog reference, or on any patented article, unless, for reasons of efficiency and economy, the Board of Supervisors has passed a resolution "standardizing" certain equipment purchases. The decision of the County as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, the bidder must in every instance give the trade designation of the item, manufacturer's name, and detailed specification of the item he proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.

10. Bids on equipment must be standard new equipment, of latest model, and in current production, unless s otherwise specified.

11. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

12. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise the bid for that group may be rejected.

13. All prices quoted must be "per unit" as specified; do not quote "per case" when "per dozen" is requested; otherwise the bid may be rejected.

14. If indicated in the bid documents, all bidders must insert the price per unit and the extensions against each item in their bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

15. Prices shall be net F.O.B. to the requesting Saratoga County department. If the award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

16. All bids must be sealed. Bids may be submitted either in plain or opaque envelopes. All bids must be addressed to the Director of Purchasing. Bid envelopes must be clearly marked with the bid name, the date and time of the bid opening, as indicated on the Notice to Bidders. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. The County will not accept facsimile or e-mail bids.

17. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the County, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the County in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

#### **SAMPLES**

18. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless the bid sample is superior, in which case, deliveries must be the same identity and quality as accepted bid sample.

19. The County reserves the right to request a representative sample of the item quoted prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the County may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

20. Samples, when required, must be submitted strictly in accordance with the instructions; otherwise, the bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) business days of the request, or as directed, for the bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at their expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

21. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the County. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

#### **AWARD**

22. Awards will be made to the lowest responsible bidder or by Best Value Methodology, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, services, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

23. The County reserves the right to reject all bids. Also reserved to the County is the right to reject, for cause, any bid in whole or in part and to waive technical defects; qualifications; irregularities; and omissions if in the County's judgment the best interests of the County will be served. Also reserved is the right to reject bids and to purchase items on State or County contract or BOCES or other municipal bids if such items can be obtained at a lower price.

24. The County reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder can prove that their submission has an obvious clerical error or where the enforcement of the bid would impose unconscionable hardship on the bidder.

25. Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.

26. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

#### **CONTRACT**

27. Each bid will be received with the understanding that the acceptance thereof by the County, approved by the County, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the County. The Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of the bid. Minimum Orders are not acceptable; the Contract will be for all items actually ordered. The Contract shall bind the County on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, unless otherwise specified. Payments will be processed after the receipt of a proper invoice from the successful bidder.

28. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the successful bid, will be considered sufficient notice of acceptance of contract.

29. If the successful bidder fails to deliver within the time specified or within a reasonable amount of time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity. Whenever the County seeks legal enforcement of the provisions of said contract, the successful bidder shall be liable for payment of the County's legal costs, including reasonable attorney's fees.

30. The County may cancel the contract in writing with 10 days' notice upon non-performance of the contract.

31. If the successful bidder fails to deliver as ordered, the County reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

32. Cancellation of a contract for any reason may result in the bidder being found as non-responsive/non-responsible and removal of the successful bidder's name from mailing lists for future proposals until such time that the County has determined the bidder has resolved any issues that caused the initial finding.

33. When materials, equipment, services or supplies are rejected, they must be removed by the successful bidder from the premises of the County within five business (5) days of notification. Rejected items left longer than five business (5) days will be regarded as abandoned, and the County shall have the right to dispose of them as its own property.

34. No items are to be shipped or delivered until the successful bidder receives an official order from the County.

35. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation, without the previous written consent of the County.

#### **INSTALLATION OF EQUIPMENT**

36. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

37. Equipment, supplies, services and materials shall be stored at the site only on the approval of the County and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

38. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and handle installation work promptly.

39. Bidders shall acquaint themselves with conditions to be found at the project site, or sites, and shall assume all responsibility for placing and installing the equipment in the locations required.

40. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented "as is". Equipment is available for inspection only at the delivery point listed unless otherwise specified.

41. The successful bidder guarantees:

- The products against defective material or workmanship and will repair or replace any damages or marring occasioned in transit.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the successful bidder or its workers are responsible, to the building or equipment, to their own work, or to the work of other successful bidders.
- To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County.
- Any merchandise provided under the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the County.

## DELIVERY

42. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear in the Instructions or Specification, it will be interpreted to mean prompt delivery (not to exceed 30 calendar days). The decision of the County as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.

43. The County will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the County shall govern.

44. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

45. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving department will note for the benefit of successful bidder when packages are not received in good condition.

46. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the County. The successful bidder will be required to furnish proof of delivery in every instance.

47. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

48. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number

Purchase Order Number

Name of Article

Item Number

Quantity

Name of the successful bidder

49. Payment for the used portion of an inferior delivery will be made by the County on an adjusted price basis

50. Payment will be made only after correct presentation of packing slips and invoices are provided to the requesting department by the successful bidder.

51. Payments of any claim shall not preclude the County from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications.

## SAVE HARMLESS

52. Successful bidders shall protect, indemnify, defend and save the County harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of the successful bidder's company, its officers, employees and agents, including but not limited to claims brought by third parties, employees of the County or employees of the company.

## NONDISCRIMINATION CLAUSE

53. The bidder agrees that it will not discriminate against any employee, applicant for employment or student because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or other non-merit factors. Such action shall be taken with reference to, but not be limited to employment practices and provision of services under any contract with the County of Saratoga.

## TITLE VI NONDISCRIMINATION STATEMENT

54. The County of Saratoga, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4, and Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act) hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertised bid, that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The entire County of Saratoga Title VI Plan can be viewed by going to the Saratoga County website ([www.saratogacountyny.gov](http://www.saratogacountyny.gov)). A Vendor Information questionnaire is included with this bid which provides an opportunity to disclose any DBE designation.

## FEDERAL GRANT PROVISIONS

55. In addition to other provisions required by the Federal agency or County, all contracts made by the County under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the Simplified Acquisition Threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of

"funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See 2 C.F.R. §200.322 Procurement of recovered materials.

55. All questions regarding this bid should be directed to the Saratoga County Department of Central Services at (518) 885-2210
56. By submitting a bid/signing a proposal, or accepting a purchase order or contract you are indicating that you have read and will abide by these General Conditions.

**SPECIFICATION 24-PWPSR-46R**  
**Pavement Service Rates**

The County of Saratoga is soliciting bids for service rates for various pieces of equipment and/or manpower. Work will be related to highway paving operations to be performed anywhere within the County of Saratoga.

Awards will be made based on this bid for each specific project. Companies will be required to submit a proposal using the rate as submitted in this bid for specific projects in need of repair as requested by the County. Proposals shall be submitted to the County within 15 days of request by the County. Work should start within 15 days after review of the proposal and notification to the Company with the lowest total cost for equipment and/or manpower necessary.

Compaction of material to be according to industry standards.

**Equipment With Operator:**

All maintenance and associated costs, including changing of oils, filters, cutting edges, etc. shall be the responsibility of the contractor.

Insurance coverage shall be the responsibility of the contractor.

All vehicle damage caused by the operator shall be the responsibility of the contractor.

Down time for preventative maintenance work shall not be charged to the County and shall be performed "after hours".

Any damage resulting from the transporting of contractor equipment by County haulers at the request of the contractor shall be the responsibility of the contractor.

All time that is lost due to repair shall not be charged to the County. If repairs are not completed after two (2) days, equipment of similar capabilities must be provided as a replacement.

The use of Saratoga County operating supplies (i.e. fuel, grease, lubricants, etc.) on a replacement basis is not acceptable and will not be permitted. This is the responsibility of the contractor.

\*\*\*\*\*

**REFERENCE SHEET**  
**\*\*\* (BID RESPONSE FORM) \*\*\***

Specification 24-PWPSR-46R - Pavement Service Rates

All bidders must complete this form providing three (3) references of past performance. References should involve projects and or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of this bid and/or contract.

BIDDER'S NAME: \_\_\_\_\_

REFERENCE NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

\*\*\*\*\*

REFERENCE NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

\*\*\*\*\*

REFERENCE NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

**PROPOSAL**  
**\*\*\* (BID RESPONSE FORM) \*\*\***

\_\_\_\_\_ agrees to furnish Equipment and/or Manpower for Paving Operations,  
 (firm name)

to the Saratoga County Public Works Department, as called for in specification 24-PWPSR-46R.

<b>EQUIPMENT:</b>		<b>DAILY RATE</b>	
<b>TYPE</b>	<b>DESCRIPTION</b>	<b>HOURLY RATE</b>	<b>( 8 HOURS )</b>
<b><u>Paving:</u></b>			
Paver (10' screed)	_____	\$ _____	\$ _____
Widener	_____	\$ _____	\$ _____
Miards (rumble strip miller)	_____	\$ _____	\$ _____
Cold Planer	_____	\$ _____	\$ _____
Skid Steer	_____	\$ _____	\$ _____
Tack Coat Distrib. Truck	_____	\$ _____	\$ _____
Tack Coat Wagon Trailer Mounted	_____	\$ _____	\$ _____
Road Reclaimer (FDR)	_____	\$ _____	\$ _____
<hr/>			
<b><u>Rollers:</u></b>			
10-12 Ton	_____	\$ _____	\$ _____
8-10 Ton	_____	\$ _____	\$ _____
2-5 Ton	_____	\$ _____	\$ _____
Rubber Tire	_____	\$ _____	\$ _____
5-8 Ton (static)	_____	\$ _____	\$ _____
Dirt Roller	_____	\$ _____	\$ _____
<hr/>			
<b><u>Miscellaneous:</u></b>			
Water Truck	_____	\$ _____	\$ _____
Vacuum Truck	_____	\$ _____	\$ _____
Paving Van / Box Trailer	_____	\$ _____	\$ _____
Broom Tractor	_____	\$ _____	\$ _____
Loader	_____	\$ _____	\$ _____
Grader	_____	\$ _____	\$ _____
Portable Pugmill	_____	\$ _____	\$ _____
Foreman's Truck	_____	\$ _____	\$ _____
Tri-Axle Trailer	_____	\$ _____	\$ _____
Portable Work Zone Light System	_____	\$ _____	\$ _____



**MOBILIZATION (delivery & pick-up):**

<u>EQUIPMENT TYPE</u>	<u>TOTAL COST DELIVERY &amp; PICK-UP EACH PIECE OF EQUIPMENT</u>
Paver	\$ _____
Roller	\$ _____
Road Reclaimer	\$ _____
Widener	\$ _____
Miards	\$ _____
Broom Tractor	\$ _____
Cold Planer	\$ _____
Skid Steer	\$ _____
Loader	\$ _____
Grader	\$ _____
Pug Mill	\$ _____

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

Saratoga County will reject any bid that does not have a signed Statement of Required Disclosures, Representations, and Certificates that includes the Non-Collusive Bidding Certificate, a Certificate of Compliance with the Iranian Divestment Act, and a Certificate for the Prevention of Sexual Harassment, and binds the bidder to their proposal (attached).

**INDEMNITY AND INSURANCE AGREEMENT**

IT IS HEREBY AGREED by \_\_\_\_\_, the CONTRACTOR, as follows:

**INSURANCE**  
**CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. County of Saratoga must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Contractor's Comprehensive General Liability Insurance shall be in an amount not less than Two Million Dollars (\$2,000,000)/per occurrence, Five Million Dollars (\$5,000,000)/per aggregate, \$10 Million Dollars (\$10,000,000) Umbrella and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000)/each person, and Three Million Dollars (\$3,000,000)/each accident. The Owner/Contractor's Protective Liability (OCP) Insurance shall be in an amount not less than Two Million Dollars (\$2,000,000)/bodily injury each person and Five Million Dollars (\$5,000,000)/each accident. The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Protective Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury Liability limits Two Million Dollars (\$2,000,000)/each person, Five Million Dollars (\$5,000,000)/each accident and Property Damage Liability limits Two Million Dollars (\$2,000,000)/each accident, Five Million Dollars (\$5,000,000)/aggregate and completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

Property Insurance (Builders Risk or Installation Floater) – Contractor shall purchase and maintain property insurance upon the work at the site in the amount of the full replacement costs (subject to deductible amounts as may be provided in the supplementary conditions or required Laws and Regulations).

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.

**Attorney's Approval**

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

**HOLD HARMLESS**

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNATURE \_\_\_\_\_

NAME & TITLE \_\_\_\_\_

**VENDOR INFORMATION**  
**FOR THE COUNTY OF SARATOGA**

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Business Type (Sole Proprietorship, Corporation, LLC, etc.) \_\_\_\_\_

Is your business a Disadvantaged Business Enterprise (DBE)? Yes  No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes  No

Does your business have a small business status? Yes  No

Any other business status, please provide information: \_\_\_\_\_

Provide the name of the Certifying Entity (ties): \_\_\_\_\_

Have you conducted business with the County before? Yes  No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN # : \_\_\_\_\_

How did you discover this Bid opportunity? \_\_\_\_\_

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes  No

If Yes, do you find it useful (explain) or if No, why? \_\_\_\_\_

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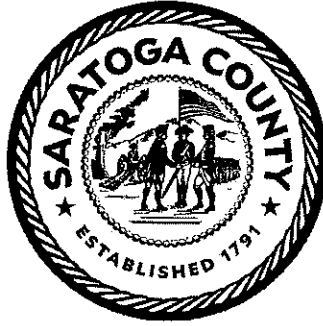
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**Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.**

**Thank you.**



**STATEMENT OF REQUIRED DISCLOSURES, REPRESENTATIONS AND CERTIFICATIONS**

***Note: ALL Sections on the following pages must be completed and this Statement must be SIGNED (see Instructions to Bidders for Electronic Signature Requirement)***

**Name of the Reporting Entity:**

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Remit to Address if different from above:**

\_\_\_\_\_

\_\_\_\_\_

**FID No.:** \_\_\_\_\_

**Name of Individual Completing this form:** \_\_\_\_\_

**Title/Position:** \_\_\_\_\_

**Telephone Number:** (\_\_\_\_) \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**EMAIL address:** \_\_\_\_\_

**EMAIL address (for Purchase Orders to be emailed, this is mandatory):**

\_\_\_\_\_

**SIGNATORY FIRST & LAST NAME:** \_\_\_\_\_

**SIGNATORY TITLE:** \_\_\_\_\_

**Section A. AFFIDAVIT OF NON-COLLUSION**  
**(This form must be included with bid package and initialed)**

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

**INITIAL:** \_\_\_\_\_

**Section B. COMPLIANCE WITH IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

*[Please Check One]*

**BIDDER’S CERTIFICATION**

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

INITIAL: \_\_\_\_\_

**Section C. COMPLIANCE FOR THE PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

*[Please Check One]*

**BIDDER’S CERTIFICATION**

- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certificationis/are: \_\_\_\_\_

\_\_\_\_\_

INITIAL: \_\_\_\_\_

**Section D. SIGNATURE**

**I hereby acknowledge and understand that by signing this form either electronically or by hand that I have read and understand the bid documents including the Instructions to Bidders, the General Terms and Conditions, the Specifications, and the Proposal Page, and that the pricing offered on the proposal pages will be held firm for the time period provided for in the bid documents.**

Print Name: \_\_\_\_\_  
Name of person responsible for this solicitation.

**I acknowledge the receipt of \_\_\_\_\_ addendum(s)**

Email Address: \_\_\_\_\_

Direct Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

**NOTE: This is not a guarantee of Purchase, The County of Saratoga will issue an authorized Purchase Order after the bid has been awarded.**

RESOLUTION

# 21

Resolution No. \_\_\_\_\_ of 2024, a resolution declaring a public emergency pursuant to General Municipal Law Section 103(4) for a repair to a sewer main break at 6 Briarfield Drive.

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

WHEREAS, on April 22, 2024, the Clifton Park Sewer Department identified a broken force main located along Briarfield Drive at approximately 6 Briarfield Drive, within the Clifton Park Sewer District #2, and

WHEREAS, the repairs were completed on April 22, 2024, and

WHEREAS, Section 103(4) of the NYS General Municipal Law provides that in cases of an emergency situation arising from unforeseen circumstances affecting public property or the health or safety of the public, the Town Board may authorize the purchase of service, material and equipment without competitive bids, and

WHEREAS, Mike O'Brien, Collection Systems Manager, engaged Peter Luizzi & Bros. Contracting, Inc. for the repair work at the sewer main break on an emergency basis, pursuant to an invoice for \$23,000 dated 05/14/2024, attached; now therefore be it

RESOLVED, that the Town Board determines that the resulting damage to the sewer main break within the Clifton Park Sewer District #2, as determined on April 22, 2024, constitutes an emergency for procurement purposes under Section 103(4) of General Municipal Law, and be it further

RESOLVED, that the Comptroller is authorized to pay the amount of \$23,000 to Peter Luizzi & Bros., Inc., from G11-08111-00021 (Clifton Park Sewer District #2-Sewer Contractual-Emergency Repairs).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, May 16, 2024 8:56 AM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #801

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

**Department:** Sewer

**Your Name:** Michael O'Brien

**Your Email:** [mobrien@cliftonpark.org](mailto:mobrien@cliftonpark.org)

**Sponsor:** Barrett

**Agenda Session Date:** 05/20/2024

**Board Meeting Date:** ~~06/03/2024~~ 5/20/2024 per Mike O'Brien

**Alternate Date:** 06/03/2024

**Budget Number:** G11-8111-21

**Budget Description:** Emergency Repair

**Amount:** 22,999.76

**Brief Description:** Emergency Repair of Broken Sewer in front of 4 Briarfield Dr. Contractor responded and replaced bad section of pipe. Town of Clifton Park Sewer Department called Peter Luizzi Bros. for emergency assistance.

**Add Supporting Docs:**

[ba832bc7b6f7403e luizzi briarfield invoice.pdf](#)

[3105c64cdc8c94f4 luizzi Briarfield TM.pdf](#)

**Additional Comments/Details:** See Mike O'Brien

**Agree to Terms:** Agree

[unsubscribe](#)



**PETER LUIZZI & BROS. CONTRACTING, INC.**  
**ASPHALT PAVING**

857 1St St  
 Watervliet, NY 12189  
 Phone: (518) 482-8954  
 Fax: (518) 482-4847

# Invoice

<b>Invoice Number</b>
24063-001
<b>Invoice Date</b>
5/14/2024

**Bill To:** Town of Clifton Park  
 One Town Hall Plaza  
 Clifton Park, NY 12065

**Project:** Briar Field Drive Sewer Repair  
 6 Briar Field Drive  
 Clifton Park, NY 12065  
 Briar Field Drive Sewer Repair

Job No	Customer Quote Number	Payment Terms			Due Date	
24063		Net 30 Days			6/13/2024	
Date	Description	Quantity	U/M	Rate/Unit	Price	
5/14/2024	T&M	Package	22,999.76	DC	1.00	22,999.76

Subtotal \$ 22,999.76  
 Sales Tax (if applicable) \$ 0.00

**Total Due \$ 22,999.76 \***

Thank you for your business!

Peter Luitzi Bros Contracting, Inc.  
DAILY RECORD OF WORK AUTHORIZED, NOT INCLUDED IN CONTRACT

Contract:		Briar Field Drive Clifton Park				Town of Clifton Park				Date:				MASTER		MASTER	
Item No. or Description:		T&M Master for April 2024												Equipment Total:		Equipment Total:	
Name	Labor Classification	Hours		Rates (\$)		Total	Material	Quant.	Cost	Tax	Total	Description	Hours	Rate	Total		
		Reg.	O.T.	Reg.	O.T.												
Rick LaVoy	SUPER	4.00	0.00	\$112.24	\$147.35	448.96	Callman Invoice	1.00	\$453.34	0.00%	\$ 453.34	IT 28 Loader	10.00	\$86.86	\$ 868.60		
Evan Crabbe	OP-A	8.00	4.00	\$112.24	\$147.35	1,487.32	Fane Invoice	1.00	\$1,934.69	0.00%	\$ 1,934.69	270 Kabeleo Exc	10.00	\$106.75	\$ 1,067.50		
Randy Stiles	OP-A	10.00	4.00	\$112.24	\$147.35	1,711.80	Lowes	1.00	\$53.44	0.00%	\$ 53.44	Skid Steer	10.00	\$70.99	\$ 709.90		
Azizi Smith	LAB	8.00	4.00	\$88.71	\$115.12	1,170.16	8" Pipe (Ferguson)	1.00	\$1,192.58	0.00%	\$ 1,192.58	Service Truck	10.00	\$32.79	\$ 327.90		
Sean Kelleher	LAB	8.00	4.00	\$88.71	\$115.12	1,170.16				0.00%	\$ -	Dump Truck	22.00	\$155.00	\$ 3,410.00		
Bill Foster	LAB	4.00	0.00	\$88.71	\$115.12	354.84				0.00%	\$ -	Low Boy	16.00	\$65.74	\$ 1,051.84		
Chris Caffery	OP-A	16.00	0.00	\$112.24	\$147.35	1,795.84				0.00%	\$ -	2" Pumps	1.00	\$100.00	\$ 100.00		
						\$ -				0.00%	\$ -	Stone Box	1.00	\$500.00	\$ 500.00		
						\$ -				0.00%	\$ -	Shoring Box	1.00	\$500.00	\$ 500.00		
						\$ -				0.00%	\$ -	Steel Plates	1.00	\$500.00	\$ 500.00		
						\$ -				0.00%	\$ -	Road Saw	1.00	\$100.00	\$ 100.00		
						\$ -				0.00%	\$ -				\$ -		
						\$ -				0.00%	\$ -				\$ -		
						\$ -				0.00%	\$ -				\$ -		
						\$ -				0.00%	\$ -				\$ -		
<b>Labor Total:</b>						<b>\$ 8,139.08</b>					<b>\$ 3,634.05</b>					<b>\$ 9,135.74</b>	
<b>Material Total:</b>						<b>\$ 3,634.05</b>					<b>\$ 10% OH&amp;P =</b>					<b>\$ 22,999.76</b>	
<b>Grand Total =</b>						<b>\$ 20,908.87</b>	<b>x</b>				<b>\$</b>					<b>\$</b>	

Statement of Work Accomplished: Please see attached T&M Tickets

CERTIFICATION: I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day

Signed: \_\_\_\_\_ For Contractor      \_\_\_\_\_ For Owner      \_\_\_\_\_ Date      \_\_\_\_\_ Date







**NEW YORK STATE DEPARTMENT OF TRANSPORTATION OR OTHER CLIENT  
DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT OR WORK DELAYED**

Contract No.		Contractor		Item No. and Description		Date						
24063		LB		Brier Field Dr C.I. Starbuck		4/22/24						
LABOR				MATERIALS				EQUIPMENT				
ID No	Name	Labor Classification	Hours		Material Description	Unit of Measure	Qty	Contractor Stock	ID No	Equipment Description	Hours in Use	Study
			Total	Regular								
1	Evan Crabbe	OP	12	8	4	#2 Stone	40.70	<input type="checkbox"/>		270 Grubber	10	
2	Sean Kelleher	LAB	12	8	4	crusher Run	81.73	<input type="checkbox"/>		Get loader	10	
3	Randy Skiles	OP	12	8	4	lowes	53.44	<input type="checkbox"/>		Trench Box	10	
4	Azizi Smith	LAB	12	8	4	8" Pipe Ferguson		<input type="checkbox"/>		Road Plates	10	
5	Billy Foster	LAB	4	4				<input type="checkbox"/>		utility truck	10	
6	Rick Warkov	Supt	4	4		crusher Run	81.73 c/y	<input type="checkbox"/>		Skid Steer	10	
7								<input type="checkbox"/>		Road Saw	10	
8						#2 Stone	40.70	<input type="checkbox"/>	705	Dump Truck	11	
9								<input type="checkbox"/>	785	Dump truck	11	
10								<input type="checkbox"/>				
11								<input type="checkbox"/>	3	2" pumps		
12								<input type="checkbox"/>				
13								<input type="checkbox"/>				
14								<input type="checkbox"/>				
15								<input type="checkbox"/>				
16								<input type="checkbox"/>				
17								<input type="checkbox"/>				
18								<input type="checkbox"/>				

**STATEMENT OF WORK ACCOMPLISHED:**

CERTIFICATION :- I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

*Rick Warkov*  
Printed Name

*Rick Warkov*  
Signature and Date 4/22/24

Printed Name \_\_\_\_\_  
Signature and Date \_\_\_\_\_  
NYS Department of Transportation OR OTHER CLIENT

NEW YORK STATE DEPARTMENT OF TRANSPORTATION OR OTHER CLIENT  
 DAILY RECORD OF WORK PERFORMED, NOT INCLUDED IN CONTRACT OR WORK DELAYED

Contract No. <b>24063</b>		Contractor <b>LB</b>		Item No. and Description: <b>6 Briarfield Dr Sewer Repair</b>		Date <b>4/20/24</b>					
LABOR				EQUIPMENT							
ID No	Name	Labor Classification	Hours		Material Description	Unit of Measure	Qty	Contractor Stock	ID No	Equipment Description	Hours In Use/Standby
			Total	Regular							
1	Chris Coffrey	Lead boy									8
2					Mound trench box			<input type="checkbox"/>		low boy	
3					Stone box Road Plots			<input type="checkbox"/>			
4					loader FT 28,			<input type="checkbox"/>			
5					272 Kubota Exc			<input type="checkbox"/>			
6					Skid steer			<input type="checkbox"/>			
7					Road Saw			<input type="checkbox"/>			
8								<input type="checkbox"/>			
9								<input type="checkbox"/>			
10								<input type="checkbox"/>			
11								<input type="checkbox"/>			
12								<input type="checkbox"/>			
13								<input type="checkbox"/>			
14								<input type="checkbox"/>			
15								<input type="checkbox"/>			
16								<input type="checkbox"/>			
17								<input type="checkbox"/>			
18								<input type="checkbox"/>			

STATEMENT OF WORK ACCOMPLISHED:

CERTIFICATION :- I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that material taken from stock as shown above is charged at fair market value, and that the account herein shown is an accurate statement of the labor, materials and equipment used on this day.

*Rick Halyo*  
 Printed Name

**4/20/24**  
 Signature and Date

Contractor

Printed Name

Signature and Date

NYS Department of Transportation OR OTHER CLIENT





Warren W. Fane, Inc.  
 62 Leversee Rd  
 Troy, NY 12182  
 518-235-5531

# INVOICE

INVOICE NO.	INVOICE DATE
82828	04/30/24
12320	CUSTOMER ACCOUNT NO.

**BILL TO:**

SHIP TO / JOB NO.      FOB PERRY

PETER LUIZZI & BROS CONTR.  
 857 1ST STREET  
 WATERVLIET, NY 12189

PURCHASE ORDER NO		PLANT		INVOICE NUMBER		TERMS	
24063		PERRY PIT		82828		Net 30 days	
DATE	TICKET #	QTY	UOM	DESCRIPTION	Category	Unit Price	Amount
04/22/24	305057	20.40	TON	#2 CRUSHED STONE		23.00	469.20
04/22/24	305058	20.30	TON	#2 CRUSHED STONE		17.85	362.36
04/22/24	305061	20.60	TON	CRUSHER RUN		17.85	367.71
04/22/24	305065	20.60	TON	CRUSHER RUN		17.85	367.71
04/22/24	305067	20.60	TON	CRUSHER RUN		17.85	367.71
<b>Product Summary</b>							
Product	Description	Quantity	U/M				
200	CRUSHER RUN	61.80	TON				
202	#2 CRUSHED STONE	40.70	TON				
Page: 1 Final							
Material	Transportation	Fuel Surcharge	Tax	Invoice Amount	Receipt Amount		
\$1,934.69	\$0.00	\$0.00	\$0.00	\$1,934.69	\$0.00		

<b>Amount Due</b>	<b>\$1,934.69</b>
-------------------	-------------------

PLEASE RETURN THIS STUB PORTION OF INVOICE WITH YOUR REMITTANCE  Warren W. Fane, Inc. 62 Leversee Rd Troy, NY 12182 518-235-5531	CUST. NAME	PETER LUIZZI & BROS CONTR.
	CUST. ACCT. NO.	12320
	INVOICE NO.	82828
	INVOICE DATE	04/30/2024
	INVOICE AMT.	<b>\$1,934.69</b>
<b>THANK YOU!</b>		



EMAIL DUPLICATE INVOICE

FERGUSON WATERWORKS #576  
 PO BOX 417592  
 BOSTON, MA 02241-7592

Deliver To:  
 From: Kyle Marr  
 Comments:

Please Contact With Questions:  
 518-877-3086

Invoice Number	Customer	Page
1218482	16141	1

Please refer to Invoice Number when making payment and remit to: **TOTAL DUE ---> 1192.58**

FERGUSON WATERWORKS #576  
 PO BOX 417592  
 BOSTON, MA 02241-7592

**Sold To:**  
 PETER LUIZZI BROS CONTRACT INC  
 857 1ST STREET  
 WATERVLIET, NY 12189

**Ship To:**  
 COUNTER PICK UP  
 612 PIERCE ROAD  
 CLIFTON PARK, NY 12065-1311

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
2043	2043	NY4103	24063	AAC	CLIFTON PARK	04/25/2024	94739
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
1	1	GEON04512360	12-1/2X360 FT N045 N/WOV 500 SY	330.000	RL	330.00	
56	56	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	14.010	FT	784.56	

**Invoice Sub-Total 1114.56**  
**Tax 78.02**  
**Total Amt 1192.58**

**TOTAL DUE ---> 1192.58**

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
 GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



PO Box 15097  
Albany, NY 12212-5097

**Customer No:** 114660  
**Invoice No:** 1150608  
**Inv Date:** 04/27/24  
**Page:** Page 1 of 1  
**Customer PO:** 24-063  
**Customer Job:** ANNUAL  
Luizzi Brothers Inc

Luizzi Brothers Inc  
857 1st St.  
Watervliet NY 12189

ap@luizzibros.com

Callanan Industries, Inc.  
PO Box 15097  
Albany, NY 12212-5097  
AR@CALLANAN.COM  
518-374-2222

**Delivered To:** 857 1st St.

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Matl Total	Tax	Total
<b>Plant: 00061 Stone - Pattersonville</b>									
<b>MATERIAL: Crusher Run</b>									
04/22/24	610142644	1080	Crusher Run	19.93	TON	10.90	217.24	17.38	234.62
04/23/24	610142680	1080	Crusher Run	18.58	TON	10.90	202.52	16.20	218.72
<b>Total:</b>	<b>Material</b>	<b>Crusher Run</b>		<b>38.51</b>			<b>419.76</b>	<b>33.58</b>	<b>453.34</b>
<b>Total Invoice:</b>				<b>38.51</b>			<b>419.76</b>	<b>33.58</b>	<b>453.34</b>

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

**Invoice Amount:** 453.34

**Amount Paid:** \_\_\_\_\_

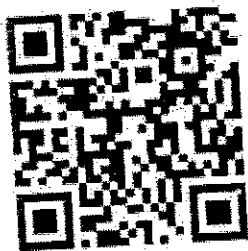
**Customer Name:** Luizzi Brothers Inc  
**Customer No:** 114660  
**Invoice #:** 1150608  
**Date:** 04/27/24  
**Customer Job:** ANNUAL  
**Customer PO:** 24-063  
**Due Date:** 06/26/24

If you have any questions about your invoice please call 518-374-2222

**Remit Payment To:** Callanan Industries, Inc.  
PO Box 15097  
Albany, NY 12212-5097

Please provide your email address below if you would like to start receiving your invoices via email

# mylowe's Rewards



LEARN MORE AT [LOWES.COM/MYLOWESREWARDS](https://www.lowes.com/mylowesrewards)

LOVE'S HOME CENTERS, LLC  
476 ROUTE 146  
HALFMOON, NY 12065 (518) 348-2940

— SALE —  
SALES#: S1740TTF 4958085 TRANS#: 97669535 04-22-24

294136 OK 60-LB PROFITISH MASON	18.74
9.86 DISCOUNT EACH	-0.49
2 @ 9.37	
566589 IPC 20-LB WATER STOP	31.20
16.42 DISCOUNT EACH	-0.82
2 @ 15.60	



FERGUSON WATERWORKS  
 612 PINE ST  
 CLIFTON PARK, NY 12043-1001

ORDER NO. 11111111111111111111  
 REQUIRED DATE 11/11/2022  
 SHIP WHS. SELL WHS.

CUSTOMER NO. 11111111111111111111  
 CUSTOMER ALPHA 11111111111111111111  
 CONTRACT NO. 11111111111111111111  
 BID NO. 11111111111111111111  
 ORDER DATE 11/11/2022  
 ORDERED BY 11111111111111111111

SHIP TO  
 SOUTHERN PIPE CO  
 1000 WYOMING ROAD  
 CLIFTON PARK, NY 12043-1001

CUSTOMER P.O. NO. 11111111111111111111  
 JOB NAME 11111111111111111111  
 ATTN 11111111111111111111

LINE	ORDER QTY	SHIP QTY	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	PO. NO.	AIISLE LOC
1	1	1	11111111111111111111	12" SCH 40 BLACK STEEL PIPE	11111111111111111111	EA	11111111111111111111		
2	1	1	11111111111111111111	12" SCH 40 BLACK STEEL PIPE	11111111111111111111	EA	11111111111111111111		
3	1	1	11111111111111111111	12" SCH 40 BLACK STEEL PIPE	11111111111111111111	EA	11111111111111111111		
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47	1	1	11111111111111111111	12" SCH 40 BLACK STEEL PIPE	11111111111111111111	EA	11111111111111111111		
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49	1	1	11111111111111111111	12" SCH 40 BLACK STEEL PIPE	11111111111111111111	EA	11111111111111111111		
50	1	1	11111111111111111111	12" SCH 40 BLACK STEEL PIPE	11111111111111111111	EA	11111111111111111111		

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.  
 SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL: 11111111111111111111  
 INBOUND FREIGHT: 11111111111111111111  
 OUTBOUND SHIPPING: 11111111111111111111  
 TAX: 11111111111111111111  
 LESS DEPOSIT: 11111111111111111111  
 TOTAL DUE: 11111111111111111111

CUSTOMER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TERMS: \_\_\_\_\_  
 CUSTOMER COPY



507  


PETER LORENZ & BROS. CONTRACTING, INC.

TRUCK: 705 DATE: 4-22-24

DRIVER: [Signature]

LOAD	HAULED FROM	ARRIVE PLANT/SITE	LEAVE PLANT/SITE	MATERIAL	TICKET #	HAULED TO	ARRIVE JOB	LEAVE JOB	JOB #	RATE Y/N	SIGNATURE
	Pro Tee	545	600								
	Pro Tee	600	615								
	Fare	645	700	#2 Stone		6.5.15 DR	730	940	29063	94	
	Pro Tee	945	950	Debris		Down = 02	946	948		94	
		956	1050				1100	1102			
		1111	1144				1150	1152			
		1200	1228				1231	1234			
		1242	100								
	Crusher 53	136	210			Pro Tee	253	200			
	Fare	220	242				408	451			

START TIME: 545 AM START MILES: 89.666 TOTAL RATE: \_\_\_\_\_

FINISH TIME: \_\_\_\_\_ FINISH MILES: \_\_\_\_\_ FOREMAN'S SIGNATURE: [Signature]

5275

**No:305058** Phone 235-5531

TROY, N.Y., April 27, 20

M Lu. 22, Bros

24063 Truck 385

**WARREN FANE INC.**

62 Leversee Road

Sand :: Gravel :: Fill  
**Bulldozing**

Crushed 2s

20.30 Ton

Signed \_\_\_\_\_

*(Signature)*

**No:305057** Phone 235-5531

TROY, N.Y., April, 20

M Lu. 22, Bros

24063 Truck 705

**WARREN FANE INC.**

62 Leversee Road

Sand :: Gravel :: Fill  
**Bulldozing**

Crushed 2s

20.40 Ton

Signed \_\_\_\_\_

*(Signature)*

No:305061

Phone 235-5531

TROY, N.Y., April 22, 20

M 24263 Truck 385

WARREN FANE INC.

62 Leverage Road

Sand :: Gravel :: Fill  
Bulldozing

20.60 Ton  
Crusher Run

*Chen*

Signed \_\_\_\_\_

No:305067

Phone 235-5531

TROY, N.Y., April 22, 20

M 24263 Truck 705

WARREN FANE INC.

62 Leverage Road

Sand :: Gravel :: Fill  
Bulldozing

20.60 Ton  
Crusher Run

Signed \_\_\_\_\_

No:305065

TROY, N.Y., April 22, 20

M 24263 Truck 705

WARREN FANE INC.

62 Leverage Road

Sand :: Gravel :: Fill  
Bulldozing

20.60 Ton  
Crusher Run

Signed \_\_\_\_\_

*Chen*

**23031 - WATERVLIT SHAKER ROAD PH III**

**Labor Cost Worksheet**

**Trade: Laborer-C Expires: 06/30/2024**

						REGULAR	PREMIUM TIME
<b>WAGE RATE PER HOUR</b>						\$39.59	\$59.39
<b>BENEFITS</b>		*	% per Hour	\$ per Hour			
	Fringe Benefits	*		\$26.90			
All benefits are paid directly to the employee							
<b>TOTAL BENEFITS PER HOUR</b>				\$26.90	\$26.90	\$26.90	
<b>PAYROLL TAXES AND INSURANCE</b>							
	F.I.C.A./Social Security			6.200%	\$4.12	\$5.35	
	Medicare			1.450%	\$0.96	\$1.25	
	Federal Unemployment	rate		0.600%	\$0.40	\$0.52	
	State Unemployment	rate		9.900%	\$6.58	\$8.54	
	Disability	rate		0.600%	\$0.40	\$0.52	
	Worker's Compensation	rate		14.590%	\$9.70	\$12.59	
	Re-employment Service Fund	rate		0.075%	\$0.05	\$0.06	
<b>TOTAL TAXES AND INSURANCE PER HOUR</b>					\$22.22	\$28.83	
<b>TOTAL LABOR RATE</b>					\$88.71	\$115.12	

**23031 - WATERVLIT SHAKER ROAD PH III**

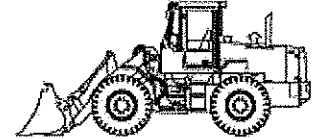
<b>Labor Cost Worksheet</b>							
<b>Trade: Operator A Expires: 06/30/2024</b>							
						REGULAR	PREMIUM TIME
<b>WAGE RATE PER HOUR</b>						\$52.63	\$78.95
<b>BENEFITS</b>							
	Fringe Benefits	*	% per Hour	\$ per Hour			
All benefits are paid directly to the employee						\$31.50	
<b>TOTAL BENEFITS PER HOUR</b>						\$31.50	\$31.50
<b>PAYROLL TAXES AND INSURANCE</b>							
	F.I.C.A./Social Security			6.200%	\$5.22	\$6.85	
	Medicare			1.450%	\$1.22	\$1.60	
	Federal Unemployment	rate		0.600%	\$0.50	\$0.66	
	State Unemployment	rate		9.900%	\$8.33	\$10.93	
	Disability	rate		0.600%	\$0.50	\$0.66	
	Worker's Compensation	rate		14.590%	\$12.27	\$16.11	
	Re-employment Service Fund	rate		0.075%	\$0.06	\$0.08	
<b>TOTAL TAXES AND INSURANCE PER HOUR</b>						\$28.11	\$36.91
<b>TOTAL LABOR RATE</b>						\$112.24	\$147.35

**Rental Rate Blue Book®**

June 29, 2022

**Caterpillar 938M**

4-Wd Articulated Wheel Loaders

 Size Class:  
 175 - 199 HP  
 Weight:  
 N/A

**Configuration for 938M**

 Operator Protection      **ROPS/FOPS**      Power Mode      **Diesel**
**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,615.00	USD \$2,415.00	USD \$605.00	USD \$91.00	USD \$35.41	USD \$84.36
<b>Adjustments</b>						
Region ( New York: 105.1%)	USD \$439.36	USD \$123.17	USD \$30.85	USD \$4.64		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>USD \$9,054.37</b>	<b>USD \$2,538.17</b>	<b>USD \$635.85</b>	<b>USD \$95.64</b>	<b>USD \$35.41</b>	<b>USD \$86.86</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$25.72
Idling Rate	USD \$67.50

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	46%	USD \$3,962.90/mo
Overhaul (ownership)	34%	USD \$2,929.10/mo
CFC (ownership)	7%	USD \$603.05/mo
Indirect (ownership)	13%	USD \$1,119.95/mo
Fuel (operating) @ USD 5.13	45%	USD \$16.05/hr

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for MONTYCE NOLAND  
 (mnoland@luizzibros.com)

**Rental Rate Blue Book®**

June 13, 2018

**Kobelco SK270LC MARK IV (disc. 1999)**  
 Crawler Mounted Hydraulic Excavators

 Size Class:  
**24.1 - 28.0 MTons**  
 Weight:  
**61,997 lbs.**
**Configuration for SK270LC MARK IV (disc. 1999)**

Bucket Capacity - Heaped	<b>1.36 cu yd</b>	Operating Weight	<b>28 mt</b>
Net Horsepower	<b>175 hp</b>	Power Mode	<b>Diesel</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$8,775.00	\$2,455.00	\$615.00	\$92.00	\$52.90	\$102.76
<b>Adjustments</b>						
Region ( New York State DOT: 108%)	\$702.00	\$196.40	\$49.20	\$7.36		
Model Year (1999: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$9,477.00</b>	<b>\$2,651.40</b>	<b>\$664.20</b>	<b>\$99.36</b>	<b>\$52.90</b>	<b>\$106.75</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$26.92
Idling Rate	\$72.74

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	37%	\$3,246.75/mo
Overhaul (ownership)	50%	\$4,387.50/mo
CFC (ownership)	6%	\$526.50/mo
Indirect (ownership)	7%	\$614.25/mo
Fuel (operating) @ 2.57	36%	\$18.89/hr

Revised Date: 1st Half 2018

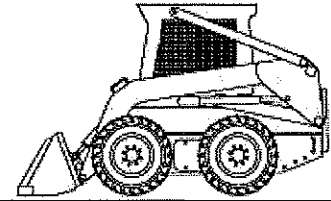
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The equipment represented in this report has been exclusively prepared for MONTYCE NOLAND (mnoland@luizzibros.com)

**Rental Rate Blue Book®**

June 8, 2022

**Bobcat S650**  
 Skid Steer Loaders

 Size Class:  
 2501 - 2900 lbs  
 Weight:  
 8327 lbs

**Configuration for S650**

Operator Protection                      EROPS w/heater                      Power Mode                      Diesel

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$6,490.00	USD \$1,820.00	USD \$455.00	USD \$68.00	USD \$30.94	USD \$67.82
<b>Adjustments</b>						
Region ( New York: 108.6%)	USD \$558.14	USD \$156.52	USD \$39.13	USD \$5.85		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>USD \$7,048.14</b>	<b>USD \$1,976.52</b>	<b>USD \$494.13</b>	<b>USD \$73.85</b>	<b>USD \$30.94</b>	<b>USD \$70.99</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$20.02
Idling Rate	USD \$54.16

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	19%	USD \$1,233.10/mo
Overhaul (ownership)	64%	USD \$4,153.60/mo
CFC (ownership)	4%	USD \$259.60/mo
Indirect (ownership)	13%	USD \$843.70/mo
Fuel (operating) @ USD 5.13	46%	USD \$14.11/hr

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for MONTYCE NOLAND  
 (mnoland@luizzibros.com)

**Rental Rate Blue Book®**

October 30, 2020

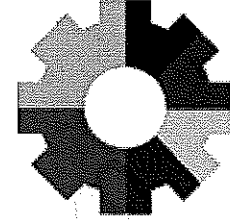
**Western Star 4964 (6X4) (disc. 2001)**

On-Highway Truck Tractors

Size Class:

**45,001 - 60,000 GVW**

Weight:

**14000 lbs**

**Configuration for 4964 (6X4) (disc. 2001)**

 Horsepower **355.0** Power Mode **Diesel**
**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$4,245.00	USD \$1,190.00	USD \$300.00	USD \$45.00	USD \$39.69	USD \$63.81
<b>Adjustments</b>						
Region ( New York: 108%)	USD \$339.60	USD \$95.20	USD \$24.00	USD \$3.60		
Model Year (2001: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$4,584.60</b>	<b>USD \$1,285.20</b>	<b>USD \$324.00</b>	<b>USD \$48.60</b>	<b>USD \$39.69</b>	<b>USD \$65.74</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	USD \$13.02
Idling Rate	USD \$46.92

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	44%	USD \$1,867.80/mo
Overhaul (ownership)	40%	USD \$1,698.00/mo
CFC (ownership)	5%	USD \$212.25/mo
Indirect (ownership)	11%	USD \$466.95/mo
Fuel (operating) @ USD 2.40	53%	USD \$20.87/hr

Revised Date: 2nd half 2020

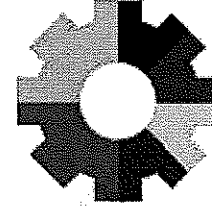
These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for **MONTYCE NOLAND**  
([mnoland@luizzibros.com](mailto:mnoland@luizzibros.com))

**Rental Rate Blue Book®**

January 11, 2022

**GMC/CHEVY 3500HD**  
 On-Highway Light Duty Trucks

 Size Class:  
**300 HP & Over**  
 Weight:  
 N/A

**Configuration for 3500HD**

Axle Configuration	4.0 x 4.0	Cab Type		Crew
Horsepower	360.0 hp	Power Mode		Gasoline
Ton Rating	1.0			

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$27.08	FHWA Rate** Hourly USD \$32.59
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$970.00	USD \$270.00	USD \$68.00	USD \$10.00		
<b>Adjustments</b>						
Region ( New York: 103.9%)	USD \$37.83	USD \$10.53	USD \$2.65	USD \$0.39		
Model Year (2018: 99.7%)	(USD \$3.05)	(USD \$0.85)	(USD \$0.21)	(USD \$0.03)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>USD \$1,004.78</b>	<b>USD \$279.68</b>	<b>USD \$70.44</b>	<b>USD \$10.36</b>	<b>USD \$27.08</b>	<b>USD \$32.79</b>

**Non-Active Use Rates**

Standby Rate	Hourly USD \$2.85
Idling Rate	Hourly USD \$28.38

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	62%	USD \$601.40/mo
Overhaul (ownership)	22%	USD \$213.40/mo
CFC (ownership)	3%	USD \$29.10/mo
Indirect (ownership)	13%	USD \$126.10/mo
Fuel (operating) @ USD 3.32	84%	USD \$22.67/hr

Revised Date: 1st quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

 The equipment represented in this report has been exclusively prepared for Montyce NOLAND  
 (mnoland@luizzibros.com)

RESOLUTION

# 22

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Collection System Manager to retain Green Mountain Pipeline Services, LLC to perform additional repairs and upgrades to sewer facilities within the Shirewood Subdivision, Sewer District #2.

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

WHEREAS, by Resolution No. 2 of 2024, Michael O'Brien, Collection System Manager, was authorized to retain Green Mountain Pipeline Services, LLC for approximately 1,805 feet of pipe sliplining services in the Shirewood Subdivision, and

WHEREAS, Mr. O'Brien, has identified approximately 680 additional feet of deteriorated sewer pipes in the Subdivision, and

WHEREAS, Green Mountain Pipeline Services, LLC, has agreed to maintain award pricing the Town received for sliplining work in the same subdivision via Resolution No. 2 of 2024, and

WHEREAS, Mr. O'Brien has recommended that Green Mountain Pipeline Services be accepted for the additional pipe sliplining in the Shirewood Subdivision; now therefore be it

RESOLVED, that the additional pipe sliplining work in the Shirewood Subdivision, Sewer District #2, be awarded to Green Mountain Pipeline Services, LLC, 768 South Main Street, Bethel VT, in an amount not to exceed \$23,800; and be it further

RESOLVED, that the Comptroller is authorized to charge G11-08111-00037 (Clifton Park Sewer District #2- Sewer Contractual- Slip Lining Pipe) with a transfer from G11-08111-00200 (Clifton Park Sewer District #2- Sewer Contractual- Equipment) of \$23,800.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, May 16, 2024 3:28 PM  
**To:** Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #804

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

**Department:** Sewer  
**Your Name:** Michael O'Brien  
**Your Email:** [mobrien@cliftonpark.org](mailto:mobrien@cliftonpark.org)  
**Sponsor:** Barrett  
**Agenda Session Date:** 05/20/2024 ✓  
**Board Meeting Date:** 05/20/2024 ✓  
**Alternate Date:** 05/20/2024  
**Budget Number:** G11-8111-200  
**Budget Description:** Equipment  
**Amount:** 23800  
**Brief Description:** Additional pipe lining using existing green mountain contract. We have identified 680LF more compromised pipe in the Shire wood subdivision. Green Mountain has agreed to maintain awarded pricing for previous lining in the same neighborhood. Shire wood has been a site of difficult work conditions and H2S compromised piping. This lining would address the most compromised pipe in the subdivision.  
**Add Supporting Docs:**  
[26b7ed4ddb744393 Shirewood Sliplining bids.pdf](#)  
[712c85e2a2dde114 CIPP Lining of 8 AC and PVC Piping in the Shirewood Subdivision addendum 1.pdf](#)  
[3d3790e18d3fd57f 2023 Sliplining.pdf](#)  
**Additional Comments/Details:** bid results at clerks will provide tomorrow.  
**Agree to Terms:** Agree

[unsubscribe](#)

Resolution No. 2 of 2024, a resolution authorizing the Collection System Manager to retain Green Mountain Pipeline Services, LLC to perform repairs and upgrades to sewer facilities within the Shirewood Subdivision, Sewer District #2.

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

WHEREAS, Michael O'Brien, Collection System Manager, has identified approximately 1,805 feet of deteriorated sewer pipes in the Shirewood Subdivision with an emphasis on off-road pipes in the vicinity of the Subdivision stream bed, and

WHEREAS, bids for a sliplining process were solicited pursuant to GML §103, and

WHEREAS, Green Mountain Pipeline Services, LLC, 768 South Main Street, Bethel VT, submitted the lowest conforming bid for sliplining and heavy cleaning, if necessary, of the deteriorated pipes, for an amount not to exceed \$63,175, and

WHEREAS, Mr. O'Brien has recommended that the bid of Green Mountain Pipeline Services be accepted for the pipe sliplining in the Shirewood Subdivision, Sewer District #2; now, therefore, be it

RESOLVED, that the work be awarded to Green Mountain Pipeline Services, LLC, on the basis of their lowest conforming bid, in an amount not to exceed \$63,175; and be it further

RESOLVED, that the Comptroller is authorized to charge G11-08111-00037 (Clifton Park Sewer District #2-Sewer Contractual-Sliplining Pipe) with a transfer from G11-08111-00200 (Clifton Park Sewer District #2-Sewer Contractual-Equipment) of \$63,175.

ROLL CALL VOTE

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

Noes: None

Absent: Councilwoman Reid

DECLARED ADOPTED

January 2, 2024

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Teresa Brobston, Town Clerk



## Town of Clifton Park Sewer Department

One Town Hall Plaza, Clifton Park, NY, 12065

P:518-518-348-7313

F:518-371-3789

### Sliplining Request for Sealed Bids

The Town of Clifton Park Sewer Department is requesting sealed bids for CIPP Lining of 8" AC and PVC Piping in the Shirewood Subdivision. Town is open to industry accepted methods including UV, Steam, and Hot Water. Pipes are in varying conditions, several sections off road, with accessibility. Please see the breakout below, footage provided is approximate.

#### Pricing must include:

- CCTV pre and post lining reports in digital format (thumb drive)
- Cleaning of Sewer Lines using High Pressure Jetting
- All work necessary to place and cure liners (UV, Hot Water, or Steam)
- Pricing must reflect Prevailing Wage Rates
- Transportation of Water from Approved Hydrants (1 mile away)
- Separate Heavy Cleaning fee if 3 or more passes are necessary.
- Billing will be based on Post CCTV footage.

#### Exclusions:

- Repairs to pipes
- Town will provide dump site for spoils.

MH SW15- MH SW24- 393 LF 8" AC

MH SW24 to MH SW20- 379 LF 8" AC

MH SW15 to MH SW27- 262 LF 8" AC

MH SW27 to MH SW26- 216 LF 8" AC

MH SW12 to MH SW11- 190 LF 8" AC

MH SW11 to MH AW47- 365 LF 8" PVC

Total: ~1805 LF



**GREEN  
MOUNTAIN**  
PIPELINE SERVICES

**PROPOSAL**  
**CIPP Lining of 8" AC & PVC Piping**  
**Shirewood Subdivision**  
**Clifton Park, NY**

Date – 12/7/2023

Scope of Work

CIPP Lining of 8" Sewer in the Shirewood Subdivision

Pricing

Item	Description	Quantity	Unit Price	Total Price
1	8" CIPP	1805 LF	\$ 35.00/LF	\$ 63,175.00
2	Heavy Cleaning	TBD	\$ 4.00/LF	

Proposal Inclusions

- Standard insurance certificates
- Prevailing Wages with Certified Payroll Reports
- All required safety equipment to complete the work
- Transport of Water from Town Hydrant
- 3PASS • Pre-Lining Light Cleaning (up to 3 passes)
- Pre & post CCTV inspection captured digitally to be supplied to customer on either external hard drive, Google Drive, etc.
- Installation of CIPP Liners via air-inversion and cured with steam
- Reinstatement of all active lateral connections
- By-pass pumping for pipes to be relined up to a 4" pump and soft discharge hose
- Traffic control for GMPS work consisting of a simple sign package and traffic cones

*CCTV Fairme!*

Green Mountain Pipeline Services LLC  
768 South Main Street  
Bethel, VT 05032  
802-763-7022/802-763-7048 (Fax)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Swingle, Collins & Associates  
13760 Noel Road, Suite 600  
Dallas TX 75240

**CONTACT NAME:** Heather Blais  
**PHONE (A/C, No, Ext):** 972-387-3000 **FAX (A/C, No):** 972-387-3808  
**E-MAIL ADDRESS:** hblais@swinglecollins.com

**INSURED**  
Green Mountain Pipeline Services, LLC  
768 South Main Street  
Bethel VT 05032

INFRSER-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of CT	25682
INSURER B : Indian Harbor Ins Co	36940
INSURER C : Travelers Property Casualty Insurance Company of A	25674
INSURER D : Phoenix Insurance Company	25623
INSURER E :	
INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 618764697

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DT-CO-5P615700-PHX-23	2/19/2023	2/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810-5P630856-23-26-G	2/19/2023	2/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-5P657230-23-26	2/19/2023	2/19/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB-5P655513-23-26-E	2/19/2023	2/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution/Profess. Liability		PEC005143305	3/1/2023	3/1/2024	Limit Selfinsured Retention 5,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Named Insureds Include: Green Mountain Pipeline Services Inc., Green Mountain Pipeline Services LLC  
 Certificate Holder is included as Additional Insured as respects General Liability as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE