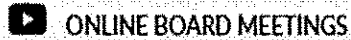


# TOWN OF CLIFTON PARK TOWN BOARD MEETING

June 3, 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**

- **7:02pm: Public Hearing to amend Town Code Chapter A-217-76(K), to modify the amount of required free space left on the sides and rear of each building within the North Crest Village (Tallow Wood) Planned Development District**
- **7:05pm: Public Hearing to amend Town Code Chapter 208 regarding zero-emission and electric vehicles, as well as commercial recreation facilities, in certain Town zoning districts**
- **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 AREA RESTRICTION WITHIN THE NORTH  
CREST VILLAGE (TALLOW WOOD) PDD OF THE TOWN CODE.

Please take notice that a public hearing will be held by the Town Board of the Town of Clifton Park on June 3, 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 modify an area restriction within the North Crest Village (Tallow Wood) Planned Development District of the Town Code. 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

CHAPTER 217

PLANNED DEVELOPMENT DISTRICTS

ARTICLE XIII

North Crest Village

[Bracketts-delete] Underline- new/include

A217-76 Development regulations

(K) Free spaces. Free spaces of not less than [10 ] 2 feet shall be left on each lot or plot built upon on both sides of and to the rear of every building, extending the full length and rear width of such [each] lot or plot, which free spaces shall not be built upon or blocked or obstructed in any way.[, and the creation of which] The free spaces [is] 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 restriction/covenant shall be contained in any conveyance of the subject premises or any part(s) thereof. This restriction shall be specified in each conveyance as a restriction which runs with the land. The establishment of this restriction/covenant shall not be construed to prevent the establishment of further covenants/restrictions that good and proper planning may require.]

This provision supersedes any prior provision of this Code requiring a 10-foot free space.

TOWN OF CLIFTON PARK  
COUNTY OF SARATOGA  
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING AMENDING CHAPTER 208, TO INCLUDE  
ELECTRIC VEHICLE AND & ZERO EMISSION VEHICLE FACILITIES.

Please take notice that a public hearing will be held by the Town Board of the Town of Clifton Park on June 3, 2024 at 7:05PM 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 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. 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

# 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, 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)

{J} Commercial Recreation Facilities, subject to 208-94

(g) 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

(H 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.

Resolutions for Consideration  
Clifton Park Town Board Meeting  
**June 3, 2024**

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Legal	Adopt a local law to amend Chapter 125-6 of the Town Code regarding conservation easement review procedures	P. Barrett
2. Legal	Authorize an amendment to the water supply agreement between the Clifton Park Water Authority and the Malta Water Supply District	P. Barrett
3. Town Board	Authorize the renewal of a lease with the Fruitful Vine Christian Church	P. Barrett
4. Town Board	Authorize hiring of Leslie Bell as a part-time dispatcher for the Senior Van Department	P. Barrett
5. Buildings & Grounds	Authorize the Supervisor to sign a contract for engineering services at Locust Lane for upgrades to playground equipment	P. Barrett
6. Buildings & Grounds	Authorize correction of promotion of Michael Barber as Barney Road Golf Course Superintendent to a provisional hire	P. Barrett
7. Parks & Recreation	Authorize purchase of twenty-five (25) new folding picnic tables for the Town's full-day summer camp	L. Walowit & A. Reid
8. Parks & Recreation	Authorize seasonal hires for the 2024 Summer season	L. Walowit & A. Reid
9. Highway	Award contract for the construction of a box culvert on Bruno Road to Carver Construction, Inc	D. Bull
10. Highway	Authorize the repair of a damaged portion of pipe located at 47 Grissom Road under Onondaga Contract #0010984	D. Bull

11. Planning

Authorize purchase of two (2) radar speed signs from Traffic Systems Inc. for a section of Moe Road near the Shenendehowa School Campus

A. Morelli

**RESOLUTION**  
**#1**

Resolution No \_\_\_\_\_ of 2024, a resolution to adopt Local Law No \_\_\_\_\_ of 2024, to amend Chapter 125-6 of the Town Code regarding conservation easement review procedures.

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

WHEREAS, on May 20, 2024, the Town Board held a public hearing on a proposal to amend Chapter 125-6 of the Town Code to streamline procedures for the Town's conservation easement application review process; and

WHEREAS, the Town Board wishes to assure a streamlined process for considering and recommending conservation easement applications and to assure timely and complete determinations; now, therefore, be it

RESOLVED, that the Town Board hereby adopts Local Law No \_\_\_\_\_, of 2024, to amend Chapter 125-6 of the Town Code, as attached; and be it further

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

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

**§ 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.

**RESOLUTION**  
**#2**

Resolution No. \_\_\_\_\_ of 2024, a resolution to amend the water supply agreement between the Clifton Park Water Authority and the Malta Water Supply District No. 1.

WHEREAS, the Clifton Park Water Authority ("CPWA") is a public authority and existing pursuant to Public Authorities Law Section 1120 et seq, having a principal office for the transaction of business at 661 Clifton Park Center Road, Clifton Park, NY 12065, and

WHEREAS, the developer for the proposed Mountain View Meadows Subdivision has requested the CPWA to provide water to certain lands which it owns located within the Town of Malta, Saratoga County, New York, and

WHEREAS, the CPWA entered into a Water Supply Agreement dated October 4, 1993 ("Agreement") with the Malta Water Supply District No. 1 (hereinafter "District") to supply water and ancillary services to lands in the Town of Malta, and

WHEREAS, pursuant to the fourth recital Paragraph of the Agreement, the original boundaries of the District are defined as certain lands located in Exhibit "A" of the Agreement, and

WHEREAS, the District boundary has previously been amended, and

WHEREAS, the lands of the proposed Mountain View Meadows Subdivision are not within the current boundaries of the District, and

WHEREAS, pursuant to the applicable provisions of the Public Authorities Law Article 5 and pursuant to Section 6 of the Agreement, the consent of the District, the CPWA, the Town of Malta, and the Town of Clifton Park is required in order to expand the geographical area of the District; now therefore be it

RESOLVED, pursuant to Section 6 of the October 4, 1993 Water Supply Agreement between the Clifton Park Water Authority and Malta Water Supply District No. 1, the Town Board hereby consents and agrees that the District may expand its geographical area to serve the proposed Mountain View Meadows Subdivision, which is comprised of the parcel currently identified as Tax Parcel ID# 240.-1-25.

WATER SUPPLY AGREEMENT

OCT. 4 1993

This Water Supply Agreement (the "Agreement") is made and entered into this 4th day of ~~June~~<sup>October</sup>, 1993 by and between ~~MALTA WATER SUPPLY DISTRICT NO. 1~~ (the "District"), an improvement district in the southerly portion of the Town of Malta, New York, with an office at 2540 Route 9, Ballston Spa, New York 12020 and the ~~TOWN OF CLIFTON PARK WATER AUTHORITY~~ (the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 5 Municipal Plaza, Clifton Park, New York 12065;

W I T N E S S E T H :

WHEREAS, the ~~Authority has acquired by lease the water system of County Knolls Water Works, Inc. ("CKWW"), which water system serviced, among others, approximately 1,400 customers in the southerly part of the Town of Malta, New York (the "Town"); and~~

WHEREAS, the ~~Town through the District desires to contract with the Authority for water and related ancillary services, on the terms and conditions contained herein; and~~

WHEREAS, the Authority desires to provide water and such services to the District, on the terms and conditions contained herein; and

WHEREAS, the boundaries of the District are set forth in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, no portion of the District is, as of the date hereof, served by a water system owned or operated by a municipality or a special improvement district; and

WHEREAS, the District, the Town of Malta and the Authority desire that customers within the District be charged the same rates for water usage as similarly situated customers formerly served by CKWW and located in the Town of Clifton Park, New York pay, except for certain Supplemental Charges (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings contained herein, the parties hereto agree as follows:

Section 1. SUPPLYING OF WATER.

The ~~Authority shall furnish water to the District in such quantities as required by the current customers within the District, and subject to the provisions of Section 7 below, future customers within the District, at the rate of \$3.00 per 1,000 gallons of water delivered and metered to such customers (with a minimum charge for residential customers of 9,000 gallons per~~

calendar quarter and with a minimum charge for commercial users as set forth in Exhibit "B" attached hereto and made a part hereof) (the "Base Rate"), plus a Supplemental Charge of \$0.75/1,000 gallons of water delivered and metered to such customers (with a minimum charge for residential customers of 9,000 gallons per calendar quarter and with a minimum charge for commercial users as set forth in Exhibit "B" attached hereto and made a part hereof). The Supplemental Charge is composed of four components, as set forth on Exhibit "C" attached hereto and made a part hereof. The Base Rate, the Supplemental Charge and the minimum gallons per quarter are each subject to adjustments from time to time as set forth herein. The rates and charges set forth in this paragraph shall take effect in the District for water usage billed after September 1, 1993.

## Section 2. ADDITIONAL DUTIES OF THE AUTHORITY.

In addition to supplying water as required by Section 1 hereof, as between the District, the Town and the Authority, the Authority shall be responsible for the maintenance and repair of the water system (including, without limitation, transmission pipes and mains), all billings of the customers, customer service (including responses to complaints) and insurance. The Authority shall name the District and the Town as additional insureds on the liability policies carried by the Authority. Such policies shall have limits of not less than \$2,000,000 per accident or occurrence on account of personal injury (including death) and shall be from insurance companies authorized to write said insurance in the State of New York. Copies of such policies shall be forwarded by the Authority to the District annually not later than July 1.

## Section 3. RATE ADJUSTMENTS.

(A) As used in this Agreement the following terms have the meanings set forth below, unless the context clearly requires a different meaning:

(1) "Base Taxes" means the sum of the real property taxes and/or assessments levied on property owned or operated by the Authority in the District for, with respect to the Town, the 1992 calendar year and, with respect to the Shenendehowa Central School District, the period July 1, 1992 through June 30, 1993. The parties agree that the Base Taxes are \$26,099.35.

(2) "Fiscal Year" means a period beginning on January 1 in any year and ending on the following December 31.

(3) "Typical Residential Customer" means a residential customer in the District using 80,000 gallons of water per Fiscal Year.

(B) If the Authority raises or lowers, from time to time, its rates (or raises or lowers its minimum charges) to its customers in the Town of Clifton Park, New York, from those in effect on the date hereof, then the Base Rate set forth in Section 1 hereof (or the minimum charges, as the case may be) shall be increased or decreased, as the case may be, by the same amount. The adjustment shall take effect on the same date for customers within the District as for customers of the Authority in the Town of Clifton Park. For purposes of this Agreement, the parties agree that the rate charged the customers in the Town of Clifton Park as of the date hereof shall be deemed to be \$3.00 per 1,000 gallons of water and that the minimums in effect are the same as referred to in Section 1 and Exhibit "B" hereof.

(C) (1) If the amount of Base Taxes is increased, from time to time, the Supplemental Charge shall be increased by an amount sufficient to pay the increase in taxes and/or assessments. Said rate shall become effective not later than 18 months after the last day the tax or assessment is due and payable without interest or penalty.

(2) Commencing on February 1, 1993 and continuing on every February 1 thereafter during the term of this Agreement, the Authority may, at its option, estimate the amount of real property taxes and/or assessments which will be levied or assessed on its property (owned or operated) within the District during the immediately succeeding Fiscal Year. ~~If such estimate reasonably shows that the amount of such taxes and/or assessments to be paid by the Authority shall increase by 10% or more over the amount of such taxes and/or assessments paid by the Authority in the Fiscal Year in which the calculation is made, the Authority shall have the option, but not the obligation, to increase the Supplemental Charge within sixty (60) days by an amount sufficient to cover such estimate. Nothing contained herein, shall preclude the Authority from raising the Supplemental Charge in the event the estimate made by the Authority is lower than the actual taxes imposed in any Fiscal Year or in the event no such estimate is made by the Authority.~~

(D) If there are any increases, from time to time, in the ~~cost of the administration component, rechlorination component, or the energy component, from the costs for each set forth in Exhibit "C" attached hereto, the Authority shall be entitled once each year to increase the amount of the Supplemental Charge by an amount equal to such increase. The Authority shall send to the District documentation showing in reasonable detail, the increased costs not less than forty-five (45) days prior to the increased rate becoming effective.~~

(E) (1) In the event the amount of moneys generated by any component of the Supplemental Charge in any given Fiscal Year is more than the amount the Authority actually spends on that item in

that year, the Authority shall first apply the excess to offset any deficiency in any other component of the Supplemental Charge, next, apply the excess to any anticipated increase in real property taxes and shall apply the balance, if any, to reduce the amount of the Supplemental Charge in the next Fiscal Year. Notwithstanding the foregoing, nothing herein shall require the Authority to reduce the Supplemental Charge if the effect would be to lower the rate charged to a Typical Residential Customer by \$1.00 or less per calendar quarter.

(2) In the event the amount of moneys generated by any component of the Supplemental Charge in a given Fiscal Year is less than the amount the Authority actually spends on that component in that year, the Authority shall apply the excess funds, if any, generated by any other component of the Supplemental Charge to such deficiency. If the application of such moneys does not eliminate the deficiency, the Authority shall be entitled to raise the applicable component of the Supplemental Charge by an amount sufficient to recoup such deficiency in full. The rights granted to the Authority in this section (2) are in addition to the rights of the Authority to raise rates under any other provision hereof. The Authority shall send to the District documentation showing, in reasonable detail, the deficiency not less than forty-five (45) days prior to the increased rate becoming effective.

(F) The parties estimate that, as of the date hereof, approximately 70,000,000 gallons of water are delivered and metered annually to the various customers in the District. Thus, in determining how much to increase (or decrease) any component of the Supplemental Charge in a given case, the parties agree that an increase (or decrease) of \$.01 per 1,000 gallons will raise (or lower) \$700 in a given twelve (12) month period. The parties shall from time to time, but not more often than annually, review the estimate of the amount of gallons actually delivered and metered in the District. However, for purposes of calculating amounts due hereunder, the 70,000,000 gallon figure will not change unless the parties agree that the amount has increased or decreased by at least 5,000,000 gallons annually.

Section 4. [THIS SECTION INTENTIONALLY OMITTED]

Section 5. OPTION OF THE TOWN TO PURCHASE THE WATER SYSTEM.

~~(A) From and after June 1, 1998, the Town shall have the option to purchase all (but not less than all) of the property owned or operated by the Authority within the District at the time the option is exercised. The purchase price shall be calculated as set forth in Exhibit "D" attached hereto and made a part hereof; provided, however, that the purchase price of all pipe owned or operated by the Authority in the District which pipe was installed from and after the date hereof at no cost or expense to the Authority shall be Ten Dollars (\$10.00).~~

(B) The Town shall exercise its option to purchase such property of the Authority by written notice to the Authority delivered not less than six (6) months nor more than twelve (12) months prior to the proposed closing date as specified in said notice. Additionally, the Town shall set forth in the notice: (1) the proposed purchase price as determined by the Town and (2) information, in reasonable detail, setting forth how the Town arrived at the proposed purchase price. If the Authority disagrees with the purchase price as set forth in the notice from the Town, the Authority shall notify the Town in writing within sixty (60) days of the Authority's receipt of the Town's notice. The Authority shall state what it believes the correct purchase price to be and set forth, in reasonable detail, calculations supporting its conclusions. The parties shall then have sixty (60) days to reach a mutually agreeable purchase price.

(C) In the event the Town exercises the foregoing purchase option, all reasonable costs and expenses relating to separating the system into two parts and immediately thereafter restoring the portion of the system to be retained by the Authority to substantially the same condition and value (excluding the property purchased by the Town) as an operating entity as existed before such purchase shall be the responsibility of and shall be paid by the Town.

\* Section 6. NO EXPANSION WITHOUT CONSENTS. \*

The geographic area of the District may not be expanded from the area set forth in Exhibit "A" attached hereto without the prior written consents of the Town Board of the Town of Malta, the Authority, the District and the Town Board of the Town of Clifton Park and without all other necessary governmental approvals and permits.

Section 7. FUTURE CUSTOMERS WITHIN THE DISTRICT.

Subject to all applicable rules and regulations of the Department of Environmental Conservation and any other state and municipal agencies having jurisdiction, the Authority shall permit properties within the District which are not presently served by CKWW to hookup to the water system on the same terms and conditions (including without limitation, the payment of all applicable fees) as properties within the service area of the Authority as approved by DEC as of the date hereof.

Section 8. DELINQUENT BILLS.

(A) ~~To the extent allowed by law, the Town shall include on the tax bill of customers of the Authority within the District who are more than ninety (90) days delinquent in paying their bill the amount of any and all delinquent water bills (including, without limitation, interest, late fees and any other charges due to the~~

Authority); ~~provided the Authority has given written notice to the Town of the names, tax map numbers and the amounts of the delinquent bills to the Town no later than October 1 of each year.~~

(B) ~~The Town shall remit to the Authority the sums set forth in the notice from the Authority within forty five (45) days of the date the Town receives such sums.~~

(C) Nothing contained in this Section shall be construed as limiting any other rights or remedies the Authority may have in connection with the collection of delinquent water bills. The remedy in this Section is intended to be cumulative and in addition to any other remedy or remedies the Authority possesses.

Section 9. DISTRICT SUBJECT TO RULES AND REGULATIONS OF THE AUTHORITY.

(A) The District and the properties and customers therein shall at all times be subject to the rules and regulations of the Authority, as the same may be issued and amended from time to time (including, without limitation, the Authority's right to inspect its property and the payment by customers of disconnection and reconnection charges). The parties agree that such rules and regulations shall be applied (except as otherwise expressly set forth herein) fairly and equitably to customers of the Authority inside and outside of the District. Nothing contained in this Agreement shall preclude the Authority from issuing rules and regulations which differentiate between or among classes of customers, as long as such classifications are not based upon the fact that a customer is located inside or outside of the District. For example, and not by way of limitation, nothing herein shall preclude the Authority from imposing certain restrictions which are applicable only to business customers (or only to certain types of businesses), as opposed to residential customers, provided such restrictions apply equally to the businesses (or types of businesses) served by the Authority within and outside of the District.

(B) The District shall, to the extent deemed necessary or desirable by the Authority, take the appropriate steps to insure that the rules and regulations of the Authority, as issued and amended from time to time, are applicable to the District and the properties and customers therein.

(C) The Authority shall send copies of all amendments to the rules and regulations adopted after the date hereof to the District not less than the (10) days before any such amendment becomes effective.

Section 10. NOTICES.

(A) All notices and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery. The addresses which notices and other communications shall be delivered are as follows:

If to the Authority:

Town of Clifton Park Water Authority  
5 Municipal Plaza  
Clifton Park, New York 12065  
Attn: Administrative Director

If to the District:

Malta Water Supply District No. 1  
c/o Malta Town Hall  
2540 Route 9  
Ballston Spa, New York 12020  
Attn: Supervisor

If to the Town:

Malta Town Hall  
2540 Route 9  
Ballston Spa, New York 12020  
Attn: Supervisor

(B) The Authority, the District and the Town may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 11. MISCELLANEOUS.

(A) The headings preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

(B) This Agreement shall be construed in accordance with the applicable laws of the State of New York.

(C) If any one or more of the agreements provided herein on the part of the District, the Town of Malta, or the Authority to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law, in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance.

Further, if any one or more of provisions herein should be contrary to law, then such provision or provisions shall be deemed separable from the remaining portions hereof and shall in no way effect the validity of any of the other provisions hereof.

(D) This Agreement may not be amended, changed or modified except by a written instrument duly executed and delivered by the parties hereto.

Section 12. LIMITED OBLIGATIONS.

(A) The obligations, undertakings and duties (collectively the "Duties") of the Authority contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Clifton Park, New York or the Town of Malta, New York and neither the State of New York nor the Town of Clifton Park nor the Town of Malta, New York shall be liable in any way whatsoever herein.

(B) All Duties of the Authority contained herein shall be deemed to be Duties of the Authority and not of any member, officer, servant or employee of the Authority in its individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Authority and any all such claims are hereby waived by the District and the Town as additional consideration for and as a condition precedent to the execution hereof by the Authority.

(C) Except as otherwise provided by law, the Duties of the District contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Malta, New York and neither the State of New York nor the Town of Malta shall be liable in any way whatsoever thereon.

(D) All Duties of the Town of Malta contained herein shall be deemed to be Duties of the Town and not of any member, officer, servant or employee of the Town of Malta in its individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Town of Malta and any all such claims are hereby waived by the District and the Authority as additional consideration for and as a condition precedent to the execution hereof by the Town of Malta.

Section 13. MONEYS TO BE PAID TO THE TOWN.

(A) ~~The Town has incurred or will incur \$13,500.00 in fees and expenses to create the District and administer it during 1993. Said sum has been considered as one of the factors in the administrative component of the Supplemental Change. The Authority shall pay one-half of such sum to the Town within thirteen (13)~~

~~months of the date hereof and shall pay the balance within twenty-five (25) months thereafter.~~

~~(B) The Town anticipates that commencing on January 1, 1994, it will incur \$600 per year in administrative costs relating to the District. The Authority shall pay such amounts to the Town within thirty (30) days of the end of each Fiscal Year. In the event that the Town anticipates an increase in the administrative costs attributable to the District in any future Fiscal Year, the Town shall notify the Authority of the amount of such increase not less than sixty (60) days before the start of the Fiscal year in question.~~

Section 14. ARBITRATION.

Any controversy arising under, out of, in connection with, or relating to, this Agreement, and any amendment thereof, or the breach thereof, shall be determined and settled by arbitration in accordance with the rules of the American Arbitration Association as then in effect. Any award rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives, and judgment may be entered thereon in any court having jurisdiction thereon.

Section 15. LIMITATION ON CAPITAL IMPROVEMENTS.

Except for Excluded Capital Improvements (as hereinafter defined), the Authority shall not make capital improvements within the District costing, either singly or in the aggregate, in excess of \$10,000 in any calendar year, without the prior written consent of the Town Board of the Town of Malta which consent shall not be unreasonably withheld. For purposes of this Agreement the term "Excluded Capital Improvements" shall mean capital improvements which (A) are required by law, rule, regulation, order or judgment of any governmental body, agency, department, commission, board or bureau or any court of competent jurisdiction, (B) in the reasonable judgment of the Authority, are necessary or desirable to protect the safety of persons or property, or (C) relate to the rebuilding of the existing structure located in the District and currently used by the Authority for rechlorination purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Water Supply Agreement to be executed by their respective duly authorized representatives and to be dated as of the day first above written.

TOWN OF CLIFTON PARK WATER  
AUTHORITY

BY: Gerald R. Smith  
Gerald R. Smith, Chairman

MALTA WATER SUPPLY DISTRICT NO. 1

BY: David R. Meager  
David R. Meager

EXHIBIT "A"

LEGAL DISCRIPTION

TOWN OF MALTA

WATER SUPPLY DISTRICT NO. 1

TOWN OF MALTA

COUNTY OF SARATOGA, STATE OF NEW YORK

BEGINNING at a point at the intersection of the municipal division line between the Town of Malta on the North and the Town of Clifton Park on the South with the Westerly boundary of Interstate Route 87 (Adirondack Northway) and runs thence from said point of beginning in a generally Westerly direction along said municipal boundary the following five (5) courses: 1) Westerly 1,570± feet to a point; 2) Northerly 100± feet to a point; 3) Westerly 352± feet to a point; 4) Southerly 108± feet to a point; and 5) Westerly 3,474± feet to its intersection with the Easterly boundary of East Line Road; thence along the said Easterly street boundary in a generally Northerly direction 4,600± feet to its intersection with the Southerly boundary of Round Lake Road; thence in a generally Easterly direction along the said Southerly highway boundary, 420± feet to a point; thence in a generally Northerly direction crossing Round Lake Road and running along the Westerly boundary of the Tanski Subdivision, 200± feet to a point; thence continuing along the boundary of said Tanski Subdivision

the following three (3) courses: 1) in a generally Westerly direction 130± feet to a point; 2) in a generally Northerly direction 200± feet to a point; and 3) in a generally Easterly direction 1,370± feet to a point on the Westerly boundary of the Hearthwood Subdivision; thence along the said Westerly boundary in a generally Northerly direction, 1,000± feet to the Northwesterly corner thereof; thence along the Northerly line of said Hearthwood Subdivision in a generally Easterly direction 800± feet to a point; being the Southwesterly corner of a parcel of land under contract to Country Club Acres; thence along the Westerly line of said lands of Country Club Acres and the Northerly extension thereof in a generally Northerly direction 1,650± feet to a point, said point located 100 feet Northerly of the Northerly boundary Miller Road; thence in a generally Easterly direction parallel to and distant 100 feet Northerly of the Northerly boundary of Miller Road, 1,650± feet to a point on the Easterly boundary of Ruhle Road; thence along the said Easterly street boundary in a generally Southerly direction 100± feet to a point on the Northerly line of lands under current contract to Country club Acres; thence along the general Northerly line of said lands under contract to Country Club Acres the following three (3) courses: 1) in a generally Easterly direction 750± feet to a point; 2) in a generally Northerly direction 700± feet to a point; and 3) in a generally Easterly direction 800± feet to a point on the Westerly boundary of Interstate Route 87 (Adirondack Northway), said point being located approximately 3,350 feet North of Round Lake Road;

thence in a generally Southerly direction along said Westerly highway boundary and being the Easterly line of lands under contract to Country Club Acres, 2300± feet to a point; thence in a generally Southwesterly direction along the Southeasterly line of lands under contract to Country Club Acres, 1,000± feet to a point, said point being located 100 feet Easterly of the Easterly boundary of Ruhle Road; thence in a generally Southerly direction along a line parallel to and distant 100 feet Easterly of the Easterly boundary of Ruhle Road, 550± feet to a point on the Northerly line of a parcel of land occupied by Stewarts Bread and Butter Shop; thence along the Northerly line of said parcel of land approximately 200 feet to the Northeast corner thereof; thence along the Easterly line of said land occupied by Stewarts Bread and Butter Shop 100± feet to a point on the Northerly boundary of Round Lake Road; thence along said Northerly road boundary in a generally Westerly direction 386± feet to a point on the Easterly boundary of Ruhle Road; thence in a generally Southerly direction and crossing said Round Lake Road and running along the Easterly boundary of Raylinski Road, 1,100± feet to its intersection with the Northerly boundary of Evans Road; thence along the Northerly boundary of said Evans Road in a generally Easterly direction 650± feet to a point on the Northeasterly boundary of the Bellevue Gardens Subdivision; thence in a generally Southeasterly direction along the said Northeasterly boundary of Bellevue Gardens 550± feet to its intersection with the Westerly boundary of Interstate Route 87 (Adirondack Northway); thence in a generally

Southerly direction along said Westerly highway boundary 2,800± feet  
to the point or place of beginning.

EXHIBIT "B"

SERVICE CLASSIFICATION NO. 1

Applicable to use of service for:  
Metered Service

Character of Service:  
Continuous

<u>Size of Meter</u>	<u>Per Quarter Minimum</u>
1"	21,000 gallons
1 1/2"	39,000 gallons
2"	63,000 gallons
3"	120,000 gallons
4"	198,000 gallons
6"	290,000 gallons

EXHIBIT "C"

S [REDACTED] of July, 1993

A [REDACTED] Component	\$0.17/1,000 gal.
R [REDACTED] Component	\$0.13/1,000 gal.
E [REDACTED] Component	\$0.08/1,000 gal.
R [REDACTED] Component	\$0.37/1,000 gal.
	\$0.75/1,000 gal.

EXHIBIT "D"

The methodology for establishing the future purchase price of water facilities located in the Town of Malta, New York shall be as follows:

1. ~~Land~~. The purchase price of land shall be determined in accordance with generally accepted ~~real estate appraisal principles~~. The real estate appraisal shall be based on a market comparables approach using a minimum of three comparables.

2. Water Facilities. The purchase price of water facilities shall be based on detailed ~~Replacement Cost Less Accrued Depreciation~~ analysis for each component of the water system. Except as otherwise provided below, depreciation shall be computed using ~~straight line depreciation over standard service lives~~ for each type of facility. The standard service lives for the facilities is hereby fixed as follows:

<del>Equipment</del>	<del>25 years</del>
<del>Buildings</del>	<del>25 years</del>
<del>Watermain</del>	<del>50 years</del>
<del>Sanitary</del>	<del>50 years</del>
<del>Pipes</del>	<del>25 years</del>

In addition to the straight line depreciation, depreciation resulting from deferred maintenance and/or substandard construction and/or substandard design, changes in technology, and nonconformity with state regulations for water works systems shall also be included in the purchase price determination.

The ~~replacement cost~~ for each component of the water system shall be determined based on detailed engineer's cost estimates for each component of the water system. The replacement costs shall be calculated based on the site conditions which exist at the date of the signing of the Agreement.

f\cwa1104\3393



## TOWN OF MALTA

Saratoga County

2540 Route 9  
Malta, NY 12020

May 10, 2024

Supervisor, Phil Barrett  
Town of Clifton Park  
1 Town Hall Plaza  
Clifton Park, NY 12065

Re: Clifton Park Water Authority Expansion

Dear Supervisor Barrett,

Please accept this formal request for the Clifton Park Town Board to authorize the expansion of the Clifton Park Water Authority as described in Resolution No. 23-2023. We are holding a Public Hearing on this matter on Monday, May 20, 2024 at 6:00pm here at Town Hall. I have attached the Map, Plan & Report as well as the Petition to Expand the District for your reference.

Sincerely,

Cynthia C. Young  
Supervisor  
Town of Malta

/mjb

Enc (3): Petition, MPR, Draft Resolution

**PETITION  
FOR THE  
EXPANSION OF THE MALTA WATER SUPPLY DISTRICT NO. 1**

TO: THE TOWN BOARD OF THE TOWN OF MALTA,  
COUNTY OF SARATOGA, NEW YORK

We, the undersigned Petitioners, respectfully petition your Honorable Board as follows:

We are the owners of taxable real property situate in the proposed expanded area of the Malta Water Supply District No. 1 (the "proposed expansion district") hereinafter described in the Town of Malta, New York (the "Town"), owning in the aggregate at least one-half of the assessed valuation of all the taxable real property of the proposed District, as shown on the latest completed assessment roll of the Town of Malta, Saratoga County, New York, and if any resident owners, owning taxable real property, aggregating at least one-half of the assessed valuation of all the taxable real property, of the proposed expansion district, owned by resident owners, according to the latest completed assessment roll of said Town, do hereby petition the Board as follows:

1. Petitioners propose, pursuant to Town Law Article 12, that the Town Board expand the existing Malta Water Supply District No.1 in the Town of Malta in the territory and with the boundaries described in **Appendix A**.
2. The territory sought to be included in the proposed expansion district lies wholly within the Town of Malta and outside of any incorporated City or Village.
3. Annexed to this petition and made a part hereof as **Appendix B** is a map, plan and report made by Lansing Engineering, P.C., competent engineers duly licensed by the State of New York, showing among other things, the boundaries of the proposed expansion district and also the general plan of the water mains, their size, the location of the proposed water

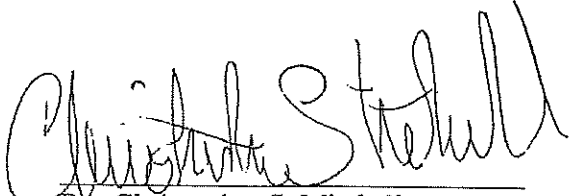
source, streams water or water rights to be acquired, and mode of constructing proposed water works and location, including reservoirs, water purification or treatment works, water mains, distributing pipes and hydrants, if any, within such proposed district.

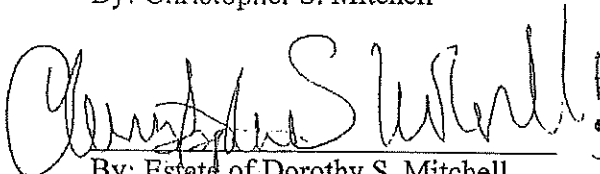
4. The proposed expansion district is desirable for the Town. The availability of water to an expanded area will allow the construction of a subdivision ("Mountain View Meadows") and a conservation easement, conditionally approved by the Town of Malta Planning Board, which, upon final approval, shall offer a substantial public benefit to the area because the easement will permanently preserve certain agricultural lands within the Town.
5. All the improvements are depicted on the plans for construction. These improvements shall be paid for in full by the Petitioner and conveyed to the Town of Clifton Park Water Authority. As such, no expense associated with the proposed expansion will be paid for by the Town of Clifton Park Water Authority.
6. The improvements will be paid for or financed by the Petitioner as described in the Agreement annexed to this petition and made a part hereof as **Appendix C**.

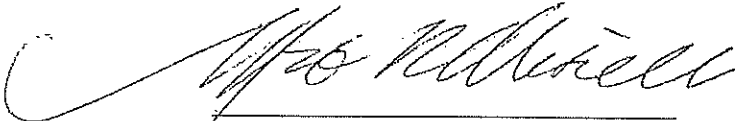
WHEREFORE, it is respectfully requested that the necessary action be taken to expand the Malta Water Supply District No. 1 hereinabove proposed and described, pursuant to the provisions of the Laws of the State of New York and such approvals which shall be required by law.

We have, therefore, signed one of the counterparts of this Petition and set opposite our names, the property owned by each of us, together with the assessed valuation thereof, according to the last preceding assessment roll of the Town of Malta, Saratoga County, New York.

Dated: Malta, New York  
~~December~~, 2023  
February 5, 2024

  
By: Christopher S. Mitchell

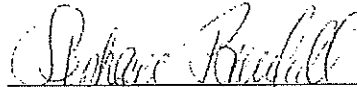
  
By: Estate of Dorothy S. Mitchell *Executor*

  
By: Estate of Guy C. Mitchell *administrator*

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

On this 5<sup>th</sup> day of ~~December~~ <sup>February</sup>, 2023, before me, a Notary Public in and for the said State, personally appeared Christiane Mitchell, and is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

STEPHANIE BURCHELL  
NOTARY PUBLIC STATE OF NEW YORK  
REG NO. 01BU6342024  
QUALIFIED IN SARATOGA COUNTY  
MY COMM. EXP. 05/16/2024

  
Notary Public

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

On this 5<sup>th</sup> day of ~~December~~ <sup>February</sup>, 2023, before me, a Notary Public in and for the said State, personally appeared Christiane Mitchell ~~Christiane Mitchell~~ <sup>Christiane Mitchell</sup> and is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.


STEPHANIE BURCHELL  
NOTARY PUBLIC STATE OF NEW YORK  
REG NO. 01BU6342024  
QUALIFIED IN SARATOGA COUNTY  
MY COMM. EXP. 05/16/2024

  
Notary Public

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

On this 5<sup>th</sup> day of ~~December~~ <sup>February</sup>, 2023, before me, a Notary Public in and for the said State, personally appeared Christiane Mitchell ~~Christiane Mitchell~~ <sup>Christiane Mitchell</sup> and is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

STEPHANIE BURCHELL  
NOTARY PUBLIC STATE OF NEW YORK  
REG NO. 01BU6342024  
QUALIFIED IN SARATOGA COUNTY  
MY COMM. EXP. 05/16/2024

  
Notary Public



### ASSESSOR'S CERTIFICATION

I, Rae-Lyn Dussault, do hereby certify that I am the Assessor of the Town of Malta, Saratoga County, New York; that I have examined the attached petition and that the same has been signed by the owner of taxable real property situated in the proposed water district expansion, Town of Malta, Saratoga County, New York, and that he/she/it owns, in the aggregate, at least one-half of the assessed valuation of all the taxable real property within the said proposed expansion district, or are resident owners of real property within the proposed expansion district owning taxable real property at least equal to one-half of the assessed valuation of all taxable real property within the proposed expansion district, owned by resident owners, as shown upon the latest assessment roll of the Town of Malta, New York, all according to the latest completed assessment roll of the Town of Malta, Saratoga County, New York.

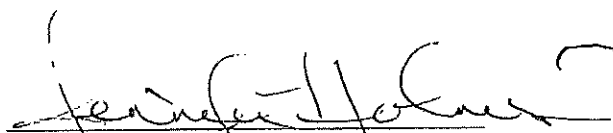
DATED: ~~December~~ <sup>February</sup> 8<sup>th</sup>, 2023. 2024

Rae-Lyn Dussault  
Assessor of the Town of Malta  
Saratoga County, State of New York

TOWN CLERK'S CERTIFICATE

I, Jennifer Holmes, Town Clerk of the Town of Malta, Saratoga County, New York, do hereby certify that I have compared the foregoing Petition, including attached map, the original of which is on file in my office, excluding signature pages and acknowledgment, and that the attached is a true and exact copy.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Town of Malta this <sup>8<sup>th</sup></sup> ~~8~~ day of ~~December, 2023.~~ FEBRUARY 2024 ~~th~~



Jennifer Holmes, Town Clerk  
Town of Malta  
Saratoga County, New York

(SEAL)

AMENDMENT TO WATER SUPPLY AGREEMENT

THIS AMENDMENT TO AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, between Malta Water Supply District No. 1 (hereinafter referred to as "District"), an improvement district in the southerly portion of the Town of Malta, New York and the Town of Clifton Park Water Authority (hereinafter referred to as "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 661 Clifton Park Center Road, Clifton Park, New York 12065, and sometimes collective referred to as the parties;

WHEREAS, on October 4, 1993, the parties hereto entered into a certain Water Supply Agreement ("Water Supply Agreement") whereby the Authority agreed to furnish water to the District pursuant to the terms set forth therein, and which Water Supply Agreement has been amended to expand the District from time to time; and

WHEREAS, pursuant to Section 6 of the Water Supply Agreement, the District may not be expanded without the consent of the District, the Authority and the towns of Clifton Park and Malta; and

WHEREAS, the parties hereto have determined that it is in their mutual interests to supplement and amend the Water Supply Agreement as more particularly described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Authority, with the consent of the Towns of Malta and the Town of Clifton Park, hereby agree to amend the Water Supply Agreement of October 4, 1993, as follows:

1. Exhibit "A" of the Water Supply Agreement shall be amended to include the Mountain View Estates Subdivision parcel set forth in the legal description attached hereto and made part hereof as Exhibit "1".
2. No other changes are made to the Water Supply Agreement.

IN WITNESS WHEREAS, the parties hereto have executed this Amendment as of the day and year first above written.

TOWN OF CLIFTON PARK WATER AUTHORITY

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

MALTA WATER DISTRICT NO. 1

\_\_\_\_\_  
By: Cynthia C. Young, Chairman

**MAP, PLAN AND REPORT**

**TOWN OF CLIFTON PARK  
WATER SERVICE AREA EXTENSION**

**MOUNTAIN VIEW MEADOWS**

**NOVEMBER 22, 2022  
REVISED APRIL 11, 2023  
REVISED JULY 13, 2023**

**Prepared For:**

**Chris Mitchell  
258 Eastline Road  
Malta, NY 12020**

**Prepared By:**



**2452 State Route 9, Suite 301  
Malta, New York 12020**

## Table of Contents

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### APPENDICES

Appendix A:	Site Location Maps and Project Maps
Appendix B:	Water System Demand Rate Calculations
Appendix C:	Project Cost Estimate
Appendix D:	Legal Description of Extension of Water District
Appendix E:	SEQR Information
Appendix F:	NYSDEC Water Conservation Program Form
Appendix G:	NYSDOH & NYSDEC Application Forms
Appendix H:	Supplemental Information
Appendix I:	WaterCAD Base Scenario Mapping and Junction Report
Appendix J:	WaterCAD Fire Flow Analysis
Appendix K:	2022 Annual Drinking Water Quality Reports
Appendix L:	Hydrant Flow Test Data

## I. PROJECT DESCRIPTION

The proposed water distribution system discussed in the following report involves the extension of the Clifton Park Water Authority's (CPWA) municipal water supply to future residents of the Mountain View Meadows Cluster Subdivision.

The Mountain View Meadows Cluster Subdivision project is situated on approximately 119.76 acres of land located at 258 Eastline Road. The parcel is identified on the Town of Malta Tax Map as parcel 240.-1-25. The applicant for the project is Chris Mitchell, 258 Eastline Road, Malta, NY 12020. The applicant is proposing to subdivide the parcel for the construction of one hundred nineteen (119) single family residential units.

The proposed municipal water system extension will consist of a piping network to be extended from the existing 16" watermain located along the west side of East Line Road. Connection to the existing water main will be made with a stainless-steel tapping sleeve and gate valve. The proposed 8-inch diameter line will continue underneath East Line Road to the east. The line will pass through a meter building to be owned and operated by the Clifton Park Water Authority. The proposed 8-inch diameter line will exit the meter building and extend through the proposed development and ultimately connect to the existing 8" stub located at the intersection of Avendale Drive and Surrey Lane.

The parcel is located outside of the CPWA water district and as such, extension of the water district is required.

## II. SITE DESCRIPTION

The property is currently a farmstead with a single-family house, agricultural outbuildings and approximately 108± acres of tillable land. The existing land cover is primarily agricultural crop fields with a 11± acre wooded area to the rear and a pond located at the front of the parcel near Eastline Road. In addition to the existing farm house, there is an existing silo and 5 barns of varying sizes located near Eastline road. The property is zoned R-1 Residential of which single-family dwellings are a permitted use. The surrounding parcels are also zoned R-1 Residential.

U.S. Army Corp of Engineers (ACOE) regulated wetlands have been delineated by a wetland scientist and have been integrated into the existing survey map and subdivision plan. U.S. Army Corp of Engineers (ACOE) regulated wetlands comprise approximately 7.67± acres of the property and are located in the wooded areas of the parcel and near the pond. A 0.007-acre ACOE wetland disturbance is proposed to allow for a road crossing over a small stream at the eastern portion of the parcel.

Soils consist of a mix of silty and sandy loams that typically somewhat poorly drained. The Soil Survey of Saratoga County, New York prepared by the National Resources Conservation Services (NRCS) indicates the site is mantled with five (5) distinct soil units. These units consist of Mosherville-Hornell Complex, (MxB), Mosherville Silt Loam, (MvA/MvB), Sun Silt Loam (Sn), Allis Silt Loam (As), Manlius-Nassau Complex (MnB). The existing topography of the project site slopes approximately 60 feet in elevation from northeast to southwest with no areas exceeding 15% slopes.

### III. CLIFTON PARK WATER AUTHORITY

The proposed water system will connect to the existing water distribution system operated by the Clifton Park Water Authority.

The Clifton Park Water Authority draws from eight (8) wells. The system obtains additional water from an interconnection with the Saratoga County Water Authority (SCWA). The production of the wells and interconnections area as follows:

**APPROVED SOURCES:**

Groundwater Source	Individual Capacity (gpm)	Current Withdrawal (gpm)
Boyack Well 3	700	150
Boyack Well 5	600	350
Vischer Ferry Well 4	1,100	800
Vischer Ferry Well 6	800	500
Oakwood Well 2	200	110
Berry Farm Well 10A	385	2,960
Plank Road Well 1	600	450
Kinns Road Well 2	250	100
<b>Total</b>	<b>4,335</b>	<b>3,250</b>

<b>Municipality Purchases</b>	<b>Capacity</b>
Saratoga County Water Authority	4.0 MGD
<b>Total</b>	<b>4.0 MGD</b>

Per the Clifton Park Water Authority’s May 2022 Annual Water Quality Report, “The majority of our water (approximately 70%) is pumped from the Preserve and Boyack wells. This water is treated to remove iron and manganese at the Boyack Road Treatment Plant. Cartridge filters are also used to provide adequate treatment of the groundwater under direct influence of surface water (GWUDI) wells in the Preserve. This source is pumped on a year-round basis because of the improved quality. Also pumped year-round are: the Berry Farm, Oakwood and Plank Road sources. These sources provide the highest quality water with the lowest hardness available. The remainder of the sources are used during the summer months to meet the higher demand created by outdoor uses. Liquid chlorine is added to the water at all sources for disinfection purposes. Phosphates are added at the Berry Farm and Oakwood locations in an effort to sequester the iron, manganese and hardness in those sources.”

One connection will be made to the existing eight (8) inch water main along Avendale Drive near the intersection of Avendale Drive and Surrey Drive. A second connection will be made to the sixteen (16) inch water main located along the west side of East Line Road. The proposed watermain extension will consist of 8-inch ductile iron pipe, will extend throughout the proposed subdivision, and will follow the proposed roadways within the project site. The connection to the 8” main in Avendale Drive will be made through an existing paper street right-of-way.

Service laterals will be installed to service the one hundred nineteen (119) proposed residential units. The overall water extension includes approximately 8,257 linear feet of 8-inch ductile iron watermain, sixteen (16) fire hydrants and associated appurtenances. One-inch service lines will connect each single-family

unit to the proposed water mains. Refer to Appendix A for a diagram of the proposed water distribution system. The proposed water system requires an extension of the Clifton Park Water Authority district. The water district extension map and description is located in Appendix D.

A hydrant test was performed by MJ Engineering and Land Surveying on October 5, 2021 at a hydrant near the intersection of Sweet Road and East Line Road, which is connected to the 16" main located along the west side of East Line Road. The 16" main is fed from the Clifton Park Water Authority's booster pump station located to the north at the intersection of East Line Road and Route 67. Hydrant flow test data indicated a static pressure of 58 psi, a residual pressure of 48 psi and a flow of 1,160 gpm. At a theoretical flow of 20 psi, the theoretical fire flow is calculated to be 2,385 gpm.

The fire hydrant flow test results may be found in Appendix N.

## **IV. EVALUATION OF ALTERNATIVES AND PROJECT JUSTIFICATION**

### **EVALUATION OF ALTERNATIVES**

There are no alternatives for the water extension.

### **PROJECT JUSTIFICATION**

**1. Why the proposed project was selected from the evaluated alternatives;**

Water Service is necessary for the proposed Mountain View Meadows Residential Subdivision as all new housing is required to have service connections to the water system.

**2. Why increased water conservation or efficiency measures cannot negate or reduce the need for the proposed water withdrawals;**

Water withdrawal will be necessary to serve the future residents of this project.

**3. Why the proposed water withdrawal quantity is reasonable for the proposed use;**

The proposed water withdrawal quantity is reasonable for the proposed use as the withdrawal amount has been estimated per the Recommended Standards for Water Works and the Clifton Park Water Authority's specifications.

**4. Why the proposed water conservation measures are environmentally sound and economically feasible;**

The proposed water conservation measures of the Clifton Park Water Authority are environmentally sound and economically feasible include 100% metering of all water system connections, including public buildings, the repair of detectable leaks as soon as possible and the replacement of problem mains as necessary. Also, lawn watering restrictions during the summer and times of drought and the distribution of information to residential customers on household water saving devices and ways to reduce water use.

**5. Whether the proposed water supply is adequate;**

The Clifton Park Water Authority has an adequate water supply to meet the average and peak day demands of the present district and the added area.

6. **Whether the proposed project is just and equitable to other municipalities and their inhabitants in regards to present and future needs for sources of potable water;**

The proposed system will provide water services to customers within the expanded Clifton Park Water Authority Service Area. The Clifton Park Water Authority and the Saratoga County Water Authority will continue to provide potable water for other municipalities.

7. **Whether the proposed withdrawal will result in no significant individual or cumulative adverse environmental impacts on the quantity or quality of the water source and water dependent natural resources;**

The Clifton Park Water Authority has an adequate water supply to meet the average and peak day demands of the present district and the added area. The proposed withdrawal represents a relatively small portion of the Clifton Park Water Authority's water system. Due to the high pressure and quantity within the existing network and size of the system analyzed, the impact on the existing resources will be negligible.

8. **Whether the proposed withdrawal will be consistent with all applicable municipal, state and federal laws as well as regional interstate and international agreements.**

The proposed withdrawal will be consistent with all applicable municipal, state and federal laws as well as regional interstate and international agreements through review by municipal and state agencies.

## V. WATER SYSTEM DEMAND RATES

The proposed water distribution system will serve two primary functions; domestic water use and fire flow protection.

The domestic water use in the project area is based on the population served in the project area. The estimated population for the Mountain View Meadows Subdivision is two hundred ninety-eight (298) residents.

Refer to Appendix B for the calculated water system demand rates for the proposed project location. For the purpose of this analysis, the peak hourly flow rate from the project was used to provide a conservative analysis. The population multiplied by the peak hourly flow rate indicates that 93 gpm is needed for domestic water supply.

The required fire flows for the project were determined utilizing the 2021 International Fire Code. Appendix B, Fire-flow Requirements For Buildings indicates a required fire flow for Type V-B construction of 1,000 gpm and a flow duration of 1 hour. Refer to Appendix L for the fire flow calculations.

## **VI. SYSTEM ANALYSIS**

The steady state analysis required the distribution of the 93 gpm domestic water demand rate throughout the system to the residences within the proposed project. Once distributed the steady state analysis can be performed. The steady state analysis calculates the discharge, headloss, and headloss gradient of each individual pipe in the water distribution system. Refer to Appendix K for the Steady State Analysis Pipe Report. The steady state analysis also calculates the hydraulic grade and pressure at each of the junctions in the water distribution system. The junction report concludes that the pressures in the system will be approximately 60 psi to 76 psi depending on the location/elevation within the system. These reports indicate the proposed water distribution system has adequate capacity to provide the peak hour domestic water flow while maintaining a system pressure above the 35-psi minimum required by the New York State Department of Health. Overall, the water distribution system within the subdivision provides a safe, reliable and efficient supply of water for domestic uses to the anticipated population served without detriment to the population already served.

The fire flow analysis is calculated with the needed fire flow of 1,000 gpm applied to the proposed hydrants simultaneously with the peak hour domestic water flow thus providing an analysis of the system during a worst-case scenario. Additional constraints include a minimum system pressure of 20 psi. According to the hydrant flow test, the existing system provides a theoretical fire flow rate of 2,385 gpm at the minimum pressure of 20 psi. This analysis indicates that all proposed hydrants satisfy the 1,000 gpm with a minimum system pressure of 20 psi.

The analysis represents a relatively small portion of the Clifton Park Water Authority's water system. Therefore, the calculations assume that the pressures at the proposed distribution system connection points remain constant. When fire flows are implemented, the drop in system pressure will extend beyond the limits of the proposed subdivision distribution system. However, due to the relatively high pressures within the existing network and size of the system analyzed the impact on the surrounding systems performance is considered negligible.

Table B105.1(1) of the International Fire Code requires that the fire flow duration should be 1 hour for single-family dwellings up to 3,600 square feet. For the 1,000 gpm needed fire flows associated with this project, 60,000 gallons of water storage is necessary to sustain adequate fire flow for one hour. The Clifton Park Water Authority has four water storage tanks with the following sizes: 1.2 mg, 2 mg, 330,000 g, and 1.5 mg with the closest water tank to the project being the 1.5 mg tank. Therefore, adequate water storage exists to meet the required needed fire flow.

## **VII. MATERIALS, INSTALLATION AND DISINFECTING**

All water mains, valves, hydrants, and services shall be of type approved by AWWA and the Clifton Park Water Authority. The installation of all water mains, valves, hydrants, and services shall be in accordance with AWWA standards and the Clifton Park Water Authority Regulations. All mains shall be disinfected in accordance with AWWA C-651-14 after house services have been connected but prior to the issuance of a Certificate of Occupancy.

## **VIII. FINANCING**

The cost of the proposed water system for the Mountain View Meadows Residential Subdivision includes all piping, valves, fittings, fire hydrants, and installation cost. The total estimated cost for the installation

of the proposed water system is \$1,201,874.99. Refer to Appendix C for the Water Supply Cost Estimates.

## **IX. SUMMARY**

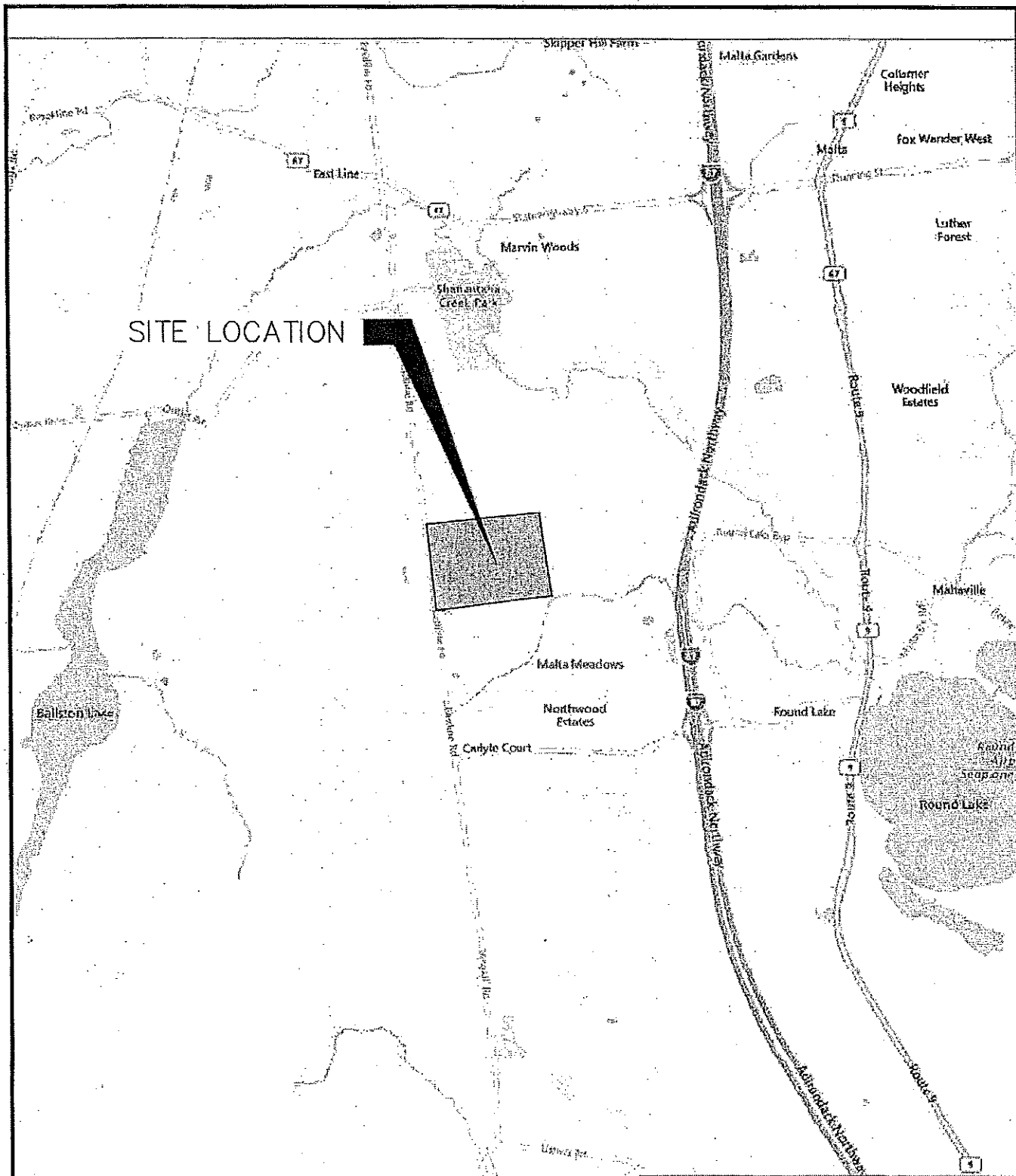
The layout of the proposed water distribution system for the Mountain View Meadows Subdivision was configured to provide an optimal level of hydraulic performance and reliability. The demand rates for domestic water use were calculated based on the population served and the properties of the structures in the extension area. The peak hour demand rate of 93 gpm for domestic water use is adequately supplied when modeled as a part of the distribution system within the required design constraints.

Overall, the water distribution system for the Mountain View Meadows Subdivision provides a safe, reliable, and efficient supply of water for domestic use to the population served.

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**Appendix A**  
**Site Location & Project Maps**

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PRELIMINARY / NOT FOR CONSTRUCTION

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF THE NYS EDUCATION LAW. COPYRIGHT LANSING ENGINEERING, P.C.

**MOUNTAIN VIEW MEADOWS**  
 258 EASTLINE ROAD, TOWN OF MALTA, SARATOGA COUNTY, NEW YORK



**LANSING ENGINEERING**  
 2452 STATE ROUTE 8, SUITE 301  
 MALTA, NY 12020  
 (518) 899-6243

**SITE LOCATION MAP**

PROJ. NO: 904.00  
 SCALE: 1"=2,000'  
 DATE: 12/17/21

**SL-1**  
 SHEET 1 OF 1

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**Appendix B**  
**Water System Demand Rate Calculations**

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## Water System Demand Rates

<b>Project:</b>	Mountain View Meadows
<b>Date:</b>	3/4/2022

Project Water Demand								
gpd = Gallons Per Day					<b>Per Capita Flow</b>	100	gpd	
Residential Flow = Units x Residents per Unit x Per Capita Flow					<b>Flow Per Sq Ft</b>		gpd	
Commercial Flow = Square Feet x Flow per Square Feet					<b>Total Population</b>	298		
Average Day = Average Per Capita Flow Percentage					<b>Average Day</b>	100	%	
Max Day = Maximum Per Capita Flow Percentage					<b>Max Day</b>	165	%	
Peak Day = Peak Per Capita Flow Percentage in One Hour					<b>Peak Day</b>	450	%	
Project Area	Type	Residents/Unit	Units	Square Feet	Flow			
1	Residential	2.5	119		29,750	gpd	20.66	gpm
2					0	gpd	0.00	gpm
3					0	gpd	0.00	gpm
4					0	gpd	0.00	gpm
5					0	gpd	0.00	gpm
<b>Total Water Demand for Service Area =</b>					29,750.0	gpd	20.7	gpm
<b>Total Average Day Water Demand for Service Area =</b>					29,750.0	gpd	20.7	gpm
<b>Total Max Day Water Demand for Service Area =</b>					49,087.5	gpd	34.1	gpm
<b>Total Peak Hour Water Demand for Service Area =</b>					133,875.0	gpd	93.0	gpm

Fire Flow Demands			
gpm = Galons Per Minute		SF = Square Feet	
gpm = gpd / 1,440 (Minutes Per Day)			
<b>Total Fire-Flow Calculation Area (SF) =</b>	2,000	SF	
<b>Building Construction Type:</b>	Type V-B	In accordance with IBC	
<b>Building Use:</b>	One Family Dwelling	In accordance with IFC Appendix B	
<b>Compliant Automatic Sprinkler System:</b>	No Sprinkler System	In accordance with IFC Section 903.3	
<b>Minimum Fire-Flow (gpm) =</b>	1000	gpm	
<b>Flow Duration (hours) =</b>	1.00	hours	

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**Appendix C**  
**Project Cost Estimate**

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**Mountain View Meadows**  
**Onsite Water Supply Cost Estimate**  
 TOWN OF MALTA, NEW YORK

LABOR AND MATERIAL ITEM	UNIT	QUANTITY	UNIT COST	EXTENSION
MISCELLANEOUS				
MOBILIZATION	LS	1%	\$1,161,346	\$11,613.46
CONSTRUCTION STAKEOUT	LS	2%	\$1,161,346	\$23,226.92
PIPE NETWORK				
TAPPING SLEEVE	EA	1	\$1,500.00	\$1,500.00
WATER SERVICE	EA	119	\$465.00	\$55,335.00
8" DIP	LF	7849	\$105.00	\$824,145.00
6" DIP	LF	96	\$36.00	\$3,456.00
FIRE HYDRANT ASSEMBLY	EA	16	\$5,500.00	\$88,000.00
8" TEE	EA	6	\$1,375.00	\$8,250.00
8" GATE VALVE	EA	21	\$1,725.00	\$36,225.00
MISC. BENDS/TEES/CROSSES	EA	17	\$500.00	\$8,500.00
METER BUILDING				
PRE-FABRICATED FIBERGLASS STRUCTURE	EA	1	\$15,000.00	\$15,000.00
NEPTUNE MACH 10 FLOWMETER	EA	1	\$5,500.00	\$5,500.00
TEST TEE	EA	1	\$500.00	\$500.00
CHECK VALVE	EA	1	\$1,000.00	\$1,000.00
ACTUATED PLUG VALVE	EA	1	\$6,700.00	\$6,700.00
MISC. BENDS	EA	4	\$500.00	\$2,000.00
TRENCHING				
EXCAVATION	CY	3661	\$6.80	\$24,891.78
PIPE BEDDING	CY	358	\$21.00	\$7,519.17
COMPACTED PIPE ZONE BACKFILL	CY	1074	\$15.00	\$16,112.50
COMPACTED BACKFILL	CY	2228	\$10.00	\$22,283.33
SPREAD EXISTING TOPSOIL	CY	2648	\$7.00	\$18,538.33
SEED/FERTILIZE/MULCH	SY	15890	\$1.00	\$15,890.00
DIRECTIONAL DRILLING				
MOBILIZATION AND SETUP	EA	1	\$5,125.00	\$5,125.00
DIRECTIONAL DRILLING	LF	70	\$8.05	\$563.50
<b>TOTAL</b>				<b>\$1,201,874.99</b>

Item costs were determined by referencing the "RS Means Site Work and Landscape Cost Data", "RS Means Heavy Construction Cost Data", the New York State Department of Transportation weighted average bid price program, as well as similar projects and professional experience.

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**Appendix D**  
**Legal Description of Extension of Water District**

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**Gilbert VanGuilder**  
**Land Surveyor, PLLC**  
988 Route 146, Clifton Park, NY 12065  
383-0634  
FAX 371-8437

Members:

Gilbert G. VanGuilder, PLS  
Robert A. Wilklow, PLS  
Kevin H. Weed, PLS

Associate:

Duane Rabideau, PLS

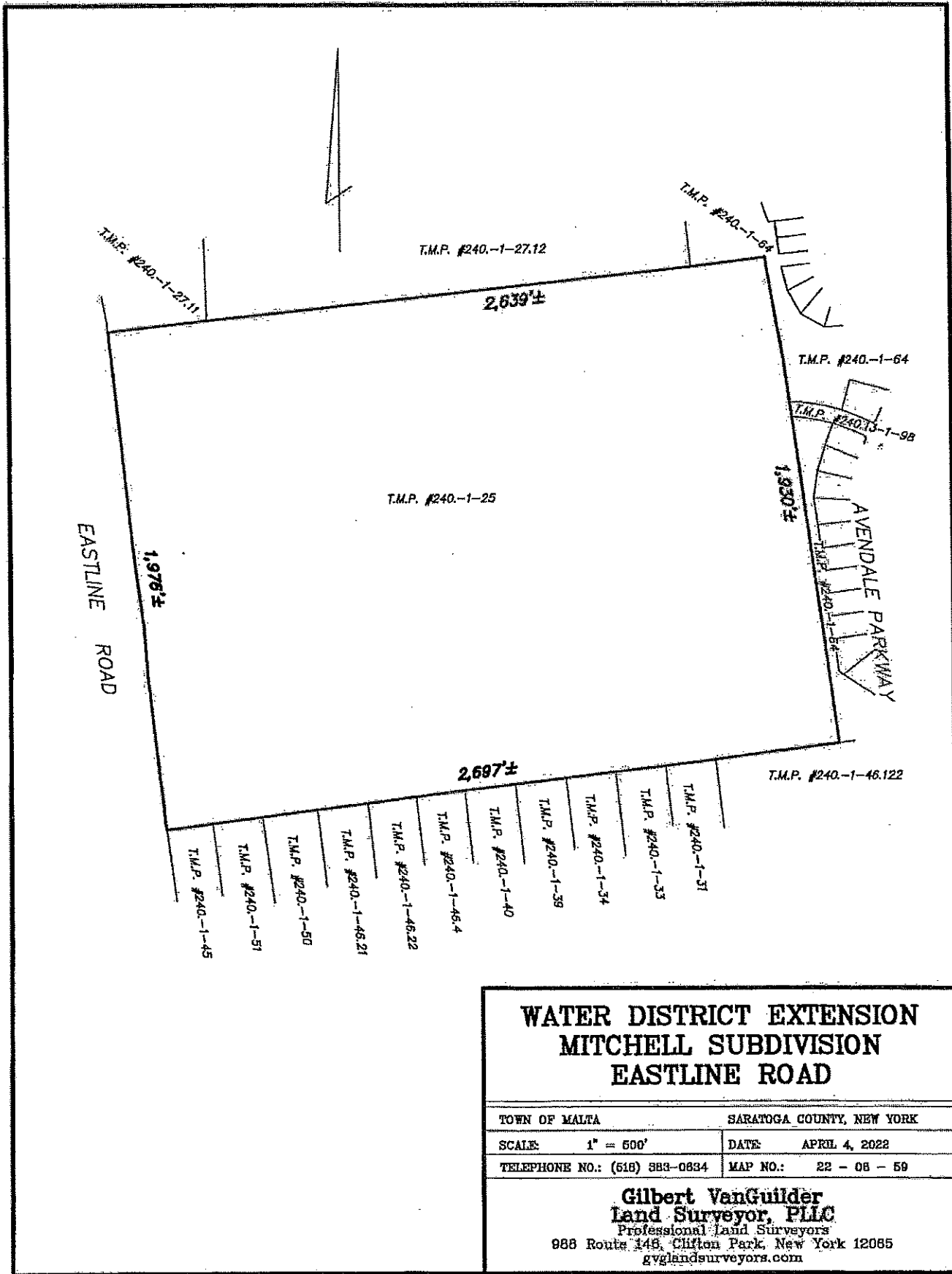
April 4, 2022

SUGGESTED DESCRIPTION  
WATER DISTRICT EXTENSION  
MITCHELL SUBDIVISION  
EASTLINE ROAD

All that certain water district extension situate in the Town of Malta, County of Saratoga, State of New York lying along the easterly line of Eastline Road, being further bounded and described as follows:

Beginning at the point of intersection of the common division line between tax map parcel (T.M.P.) 240.-1-27.11 to the North and T.M.P. 240.-1-25 to the South with the easterly line of Eastline Road, thence from said point of beginning in an easterly direction along said common division line and along the southerly line of T.M.P. 240.-1-27.12 and T.M.P. 240.-1-64, 2,639± feet to a point, thence in a southerly direction along the westerly line of T.M.P. 240.-1-64 and T.M.P. 240.13-1-98, 1,930± feet to a point, thence in a westerly direction along the northerly lines of T.M.P. 240.-1-46.122, 31, 33, 34, 39, 40, 46.4, 46.22, 46.21, 50, 51 and 45, 2,697± feet to a point in the easterly line of Eastline Road, thence in a northerly direction along said easterly line 1,976± feet to the point of beginning.

Todd Westerveld  
PLS 50,319



**WATER DISTRICT EXTENSION  
MITCHELL SUBDIVISION  
EASTLINE ROAD**

TOWN OF MALTA		SARATOGA COUNTY, NEW YORK	
SCALE: 1" = 500'	DATE: APRIL 4, 2022		
TELEPHONE NO.: (518) 383-0834	MAP NO.: 22 - 08 - 59		
<p><b>Gilbert VanGuilder</b>  <b>Land Surveyor, PLLC</b>          Professional Land Surveyors          988 Route 148, Clifton Park, New York 12065          gvglandsurveyors.com</p>			

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**Appendix E**  
**SEQR Information**

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## TOWN OF MALTA

BUILDING DEPARTMENT  
2540 Route 9  
Malta, NY 12020

(518) 899-2685  
Fax (518) 899-4719

Saratoga County

### NOTICE OF DECISION

The Town of Malta Planning Board rendered the following decision for Project 21-16 Mountain View Estates at its regular meeting held on May 25, 2022:

#### Resolution #2022 – 17 SEQRA

**MOTION** by Grandeau **SECONDED** by Peters to resolve that the Malta Planning Board on the 25<sup>th</sup> day of May, 2022 determines that Project #21-16, Mountain View Estates, Major Subdivision is an Unlisted Action and is consistent with the Supplemental Town Wide GEIS and Statement of Findings and therefore no further SEQRA review is required.

**VOTE:**

Stephen Grandeau – YES; Laina Peters – YES; Ronald Bormann – YES; William Smith – YES; Jean Lowenstein – YES; John Viola – YES

Motion **CARRIED** 6-0

#### Resolution #2022 – 18

**MOTION** by Jean Lowenstein **SECONDED** by Stephen Grandeau to grant preliminarily subdivision approval of Project #21-16, Mountain View Estates, Major Subdivision with the following modifications to be made to the subdivision plat:

- Applicant to show emergency access between this subdivision and the adjacent Avendale development with the final method of limiting access to be decided at the time of final subdivision approval. However, the proposed gate or other traffic limiting device must meet the needs of the fire department and highway department
- Applicant shall provide a draft agricultural easement document that has been reviewed by and approved as to form by Planning Board Counsel and the Town Attorney
- Applicant shall satisfactorily address engineering comments 3, 5, 6, and 7 from the LaBella engineering comment letter dated May 19, 2022.

**VOTE:**

Stephen Grandeau – YES; Laina Peters – YES; Ronald Bormann – YES; William Smith – YES; Jean Lowenstein – YES; John Viola – NO

Motion **CARRIED** 5-1



## TOWN OF MALTA

BUILDING & PLANNING DEPARTMENT  
2540 US Route 9  
Malta, NY 12020

Saratoga County

(518) 899-2685  
Fax (518) 899-4719

### NOTICE OF DECISION

The Town of Malta Planning Board rendered the following decision(s) for Project #21-16, Mountain View Meadows, Major Subdivision at its regular meeting held on May 24th 2023:

#### Resolution #2023 - 16

**MOTION** by Ronald Bormann **SECONDED** by William Smith to resolve that the Malta Planning Board on the 24th day of May, 2023 approves Project #21-16, Mountain View Meadows Estates, Major Subdivision (Extension of Approval), for 90 days beyond the present deadline of June 24, 2023 to September 22, 2023.

Ronald Bormann - YES  
Frank Mazza - YES  
Dwight Havens - YES  
William Smith - YES  
Jean Loewenstein - YES  
John Viola - YES

Motion CARRIED 6-0

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**Appendix F**  
**NYSDEC Water Conservation Form**

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DEPARTMENT OF ENVIRONMENTAL CONSERVATION



Clear Form

**WATER CONSERVATION PROGRAM FORM**

Print Form

For Public Water Supplies

TO BE COMPLETED AND SUBMITTED AS PART OF A NYSDEC WATER WITHDRAWAL PERMIT APPLICATION  
- SEE PAGE 6 FOR FURTHER INTRODUCTION AND INSTRUCTION REGARDING THIS FORM -

If your water system already has its own written water conservation program, please feel free to submit it as a supplement to this WCPF. If your system is new, please indicate the water conservation measures that will be taken when the system is completed (e.g., all sources of supply and customers will be 100% metered).

**I. GENERAL SYSTEM INFORMATION**

<b>Name of Applicant:</b> Clifton Park Water Authority		DEP No. Dept Use Only
<b>Street Address:</b> 661 Clifton Park Center Road		WWA No. Dept Use Only
<b>Post Office:</b> Clifton Park	<b>County:</b> Saratoga	<b>State &amp; ZIP:</b> NY 12065
<b>Name &amp; Title of Contact:</b> Donald Austin Administrator		
<b>Street Address:</b> Same		
<b>Post Office:</b>	<b>State &amp; ZIP:</b>	
<b>Applicant Telephone:</b> 518-383-1122	<b>Contact Telephone:</b> Same	

**II. SOURCES OF WATER SUPPLY**

Please give amounts in gallons per minute (gpm), per day (gpd) or million gallons per day (mgd).

**Source Type:** S = Surface supply, G = Ground supply, P = Purchased supply

**Source Status:** R = Regular use, S = Standby use, E = Emergency use

Name of Source	Source Type	Source Status	Tested Capacity	Actual Current Withdrawal	Start-up Year
Boyack Well 3	G	R	700 gpi	150 gpi	
Boyack Well 5	G	R	600 gpi	350 gpi	
Vischer Ferry Well 4	G	R	1000 gpi	800 gpi	
Vischer Ferry Well 6	G	R	800 gpi	500 gpi	
Oakwood Well 2	G	R	200 gpi	110 gpi	
Berryfarm Well 10A	G	R	385 gpi	290 gpi	
Plank Road Well 1	G	R	600 gpi	450 gpi	

DEPARTMENT OF ENVIRONMENTAL CONSERVATION



Clear Form

**WATER CONSERVATION PROGRAM FORM**

Print Form

For Public Water Supplies

TO BE COMPLETED AND SUBMITTED AS PART OF A NYSDEC WATER WITHDRAWAL PERMIT APPLICATION  
- SEE PAGE 6 FOR FURTHER INTRODUCTION AND INSTRUCTION REGARDING THIS FORM -

If your water system already has its own written water conservation program, please feel free to submit it as a supplement to this WCPF. If your system is new, please indicate the water conservation measures that will be taken when the system is completed (e.g., all sources of supply and customers will be 100% metered).

**I. GENERAL SYSTEM INFORMATION**

Name of Applicant:		DEC No. Dept Use Only
Street Address:		WWA No. Dept Use Only
Post Office:	County:	State & ZIP:
Name & Title of Contact:		
Street Address:		
Post Office:	State & ZIP:	
Applicant Telephone:	Contact Telephone:	

**II. SOURCES OF WATER SUPPLY**

Please give amounts in gallons per minute (gpm), per day (gpd) or million gallons per day (mgd).

Source Type: S = Surface supply, G = Ground supply, P = Purchased supply

Source Status: R = Regular use, S = Standby use, E = Emergency use

Name of Source	Source Type	Source Status	Tested Capacity	Actual Current Withdrawal	Start-up Year
Kinns Road Well 2	G	S	250 gpm	100 gpm	
Saratoga County Water Auth.	P	R		4 mgd	

<b>Name of Applicant:</b> Clifton Park Water Authority	WWA No. For Dept Use
--	-------------------------

**III. WATER USAGE AND METERING**

The water production data requested in this section should be available from the monthly "Water System Operation Reports" required by the State or Local Department of Health.

For unmetered systems, please provide your best estimates for water production and/or consumption.

Are all sources of supply (including major interconnections) equipped with master meters? Yes <input checked="" type="checkbox"/>			
What percentage of your system is metered? 100%		How often are they read? Quarterly	
Number of service connections? 14000		Total population served? 35000	
How many meters are recalibrated and/or replaced each year? 700			
<b>Water Production for calendar year 2022</b>		<b>Water Consumption for calendar year 2022</b>	
Total metered water production :	1304592000	Total metered water consumption:	1172312500
Average day production (total/365):	3.57 MGD	Average day consumption (total/365):	3.21 MGD
Peak day production (largest single day):	6.32 MG	Per capita usage per day (avg. day/pop. served):	92 (gpcd)
What are your future goals and schedule for water system metering? N/A			
<b><u>Recommendations:</u></b>			
* 100% metering of all water system connections, including public buildings.			
* Master meters should be tested and calibrated annually.			
* Customer meters should be recalibrated or replaced at least once every 15 years or in accordance with an optimum meter replacement schedule developed using the American Water Works Association (AWWA) Manual M6.			
* Quarterly meter reading and prompt billing with rates that reflect amount of water used.			

Name of Applicant:

WWA No.  
For Dept Use

**IV. WATER SUPPLY AUDIT**

Do you conduct a system water audit at least once each year? Yes .  
If yes, please submit a copy of your latest audit in addition to completing the following section.

**\*\* Water Supply Audit for Calendar Year 2022**

Total metered water production (from previous section)	Total	1304592000	% of Total
Total metered water consumed (from previous section)	subtract	1172312500	9
Authorized unmetered usage	subtract	27000000	2
e.g. Unmetered public bldgs. Firefighting & training Main flushing Street cleaning	subtract		
	subtract		
	subtract		
Water lost to leaks that have since been repaired	subtract		
<b>TOTAL UNACCOUNTED-FOR WATER</b>	Sub-total	105279500	11.7
Unaccounted-for water breakdown	Meter under-registration	subtract	
	Unrepaired leakage	subtract	105279500
	Other:	subtract	

\*\* Water measurement and accounting techniques are available in NYSDEC's January 1989, (re-printed February 1998) Water Conservation Manual.

0

What are your future goals for water system auditing? Annual Audit

**Recommendations:**

- \* At least once each year, a system water audit should be conducted using metered water production and consumption data to determine unaccounted-for water.
- \* Quantify all authorized water uses by consumption categories (e.g. residential, industrial, municipal etc.).
- \* Keep accurate estimates of authorized unmetered water use (e.g. firefighting, main flushing, etc.).

Name of Applicant: Clifton Park Water Authority	WWA No. For Dept Use
---	-------------------------

**V. LEAK DETECTION AND REPAIR**

Do you regularly survey your system for leaks with listening equipment? <input type="checkbox"/> No <input checked="" type="checkbox"/>						
Total miles of distribution pipe	Percent of system surveyed each year	Miles of pipe surveyed each year	Listening equipment used	Year of last survey	Number of leaks found	Number of leaks repaired
Do you have a regular water system rehabilitation program? <input type="checkbox"/> No <input checked="" type="checkbox"/>						
If yes, give details: _____						
What are your future goals for water system leak detection and repair? _____						
_____						
_____						
<b><u>Recommendations:</u></b>						
* Check at least one third of your water distribution system for leaks each year.						
* Fix every detectable leak as soon as possible.						
* Have an on-going system rehabilitation program.						

Name of Applicant:

WWA No.  
For Dept Use

## VI. WATER USE REDUCTION

Have you distributed information to residential customers on household water saving devices and ways to reduce water use? Yes

Have you distributed water conservation information to industrial and commercial customers that promotes recycling and reuse? No

Do you have a program to retrofit public buildings with water savings fixtures and encourage the private sector to do the same? No

Do you have lawn sprinkling time restrictions during the summer or periods of peak demand? No   
If yes, please describe: Odd/Even Restrictions

Do you have a plan that takes progressive steps to further reduce outdoor water use during drought conditions with a procedure to assure compliance? Yes  If yes, please describe:  
Potential watering bans if necessary.

What are your future goals for reducing water usage? Continue existing watering restrictions


### Recommendations:

- \* Carry out a public information program that promotes water conservation practices by all categories of water users (e.g. residential, commercial, industrial, etc.).
- \* Retrofit public buildings with water saving fixtures and encourage the private sector to do the same.
- \* Use lawn sprinkling time restrictions (e.g. Odd/even days, morning and evening hours) during the summer and outdoor water use bans during times of drought.
- \* Adopt a procedure to be followed in times of drought that calls for a progression of restrictions on water use specifying: who will reduce, how, and by how much, along with actions to be taken to assure compliance.

Name of Applicant Clifton Park Water Authority	WWA No. For Dept Use
--	-------------------------

**VII. CERTIFICATION OF WATER CONSERVATION PROGRAM:**

To be signed by the owner or official of the municipality or corporation operating this water system.

I hereby affirm that the information provided on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.		
Date: 7/17/23	Signature: 	Title: Administrator

**DISCUSSION:**

Effective January 1, 1989, New York State Environmental Conservation Law (ECL 15-1501) has required that all new applications for a NYSDEC Public Water Supply Permit include a water conservation program. This Water Conservation Program Form (WCPF) is intended to be a guide in completing this requirement.

The WCPF has been set up to cover the following basic elements of a water conservation program: Source Water Inventory, Water Usage and Metering, Water Supply Auditing, Leak Detection/Repair and Water Use Reduction. The recommended actions listed at the bottom of each page represent DEC water conservation policy objectives and should be factored into your program development. Additional water conservation measures such as increasing block water rate structuring, non-residential water use reduction or water efficient landscaping may also play an important role in your system's program and should certainly be considered when applicable.

Water supply permit applicants can consult the NYSDEC publication entitled, "Water Conservation Manual For Development of a Water Conservation Plan", January, 1989 (Re-printed February 1998) for details regarding the development of these water conservation practices. A PDF version of this manual is available on our website at: [http://www.dec.ny.gov/docs/permits\\_operations.pdf/program.pdf](http://www.dec.ny.gov/docs/permits_operations.pdf/program.pdf) Copies can also be obtained through your DEC Regional Offices.

The American Water Works Association (AWWA) is also an excellent source of information regarding water conservation and public water supply systems in general. Information ranging from technical manuals to public education bill stuffers are available from AWWA at reasonable cost by calling 1-800-926-7337.

As a final note, the former "Bureau of Water Resources" has been incorporated into the "Bureau of Water Resource Management" and can now be contacted at (518) 402-8099.

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**Appendix G**  
**NYSDOH & NYSDEC Application Forms**

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Department of  
Environmental  
Conservation

Office of  
General Services

Department  
of State



US Army Corps  
of Engineers

### JOINT APPLICATION FORM

For Permits for activities affecting streams, waterways, waterbodies, wetlands, coastal areas, sources of water, and endangered and threatened species.

You must separately apply for and obtain Permits from each involved agency before starting work. Please read all instructions.

<b>1. Applications To:</b>	
<b>&gt;NYS Department of Environmental Conservation</b>	<input checked="" type="checkbox"/> Check here to confirm you sent this form to NYSDEC.
Check all permits that apply:	
<input type="checkbox"/> Stream Disturbance	<input type="checkbox"/> Dams and Impoundment Structures
<input type="checkbox"/> Excavation and Fill in Navigable Waters	<input type="checkbox"/> 401 Water Quality Certification
<input type="checkbox"/> Docks, Moorings or Platforms	<input type="checkbox"/> Freshwater Wetlands
<input type="checkbox"/> Tidal Wetlands	<input type="checkbox"/> Wild, Scenic and Recreational Rivers
<input type="checkbox"/> Coastal Erosion Management	<input checked="" type="checkbox"/> Water Withdrawal
	<input type="checkbox"/> Long Island Well
	<input type="checkbox"/> Incidental Take of Endangered / Threatened Species
<b>&gt;US Army Corps of Engineers</b>	
	<input type="checkbox"/> Check here to confirm you sent this form to USACE.
Check all permits that apply:	<input type="checkbox"/> Section 404 Clean Water Act <input type="checkbox"/> Section 10 Rivers and Harbors Act
Is the project Federally funded?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, name of Federal Agency:	<input type="text"/>
General Permit Type(s), if known:	<input type="text"/> <input type="text"/>
Preconstruction Notification:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>&gt;NYS Office of General Services</b>	
	<input type="checkbox"/> Check here to confirm you sent this form to NYSOGS.
Check all permits that apply:	
<input type="checkbox"/> State Owned Lands Under Water	<input type="checkbox"/> Utility Easement (pipelines, conduits, cables, etc.)
	<input type="checkbox"/> Docks, Moorings or Platforms
<b>&gt;NYS Department of State</b>	
	<input type="checkbox"/> Check here to confirm you sent this form to NYSDOS.
Check if this applies:	<input type="checkbox"/> Coastal Consistency Concurrence

<b>2. Name of Applicant</b>		Taxpayer ID (if applicant is NOT an individual)	
<input type="text" value="Clifton Park Water Authority"/>		<input type="text"/>	
Mailing Address		Post Office / City	State Zip
<input type="text" value="661 Clifton Park Center Road"/>		<input type="text" value="Clifton Park"/>	<input type="text" value="NY 12065"/>
Telephone	<input type="text" value="(518) 383-1122"/>	Email	<input type="text" value="daustin@cpwa.org"/>
Applicant Must be (check all that apply):			
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Operator <input type="checkbox"/> Lessee			

<b>3. Name of Property Owner (if different than Applicant)</b>			
<input type="text" value="Chris Mitchell"/>			
Mailing Address		Post Office / City	State Zip
<input type="text" value="258 Eastline Road"/>		<input type="text" value="Ballston Lake"/>	<input type="text" value="NY 12019"/>
Telephone	<input type="text" value="(518) 429-6576"/>	Email	<input type="text"/>

<b>For Agency Use Only</b>	Agency Application Number: <input type="text"/>
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JOINT APPLICATION FORM – Continued. Submit this completed page as part of your Application.

<b>4. Name of Contact / Agent</b>			
Lansing Engineering (Yates Scott Lansing)			
Mailing Address		Post Office / City	State Zip
2452 State Route 9, Suite 301		Malta	NY 12020
Telephone	(518) 899-5243	Email	ysl@lansingengineering.com

<b>5. Project / Facility Name</b>		Property Tax Map Section / Block / Lot Number:	
Mountain View Meadows Subdivision		240-1-25	
Project Street Address, if applicable		Post Office / City	State Zip
258 Eastline Road		Ballston Lake	NY 12020
Provide directions and distances to roads, intersections, bridges and bodies of water			
258 Eastline Road, East side of Eastline Road			
<input checked="" type="checkbox"/> Town	<input type="checkbox"/> Village	<input type="checkbox"/> City	County
Malta		Saratoga	
Stream/Waterbody Name			
Project Location Coordinates: Enter Latitude and Longitude in degrees, minutes, seconds:			
Latitude:	42 °	56 '	51.71 "
Longitude:	73 °	49 '	19.27 "

**6. Project Description:** Provide the following information about your project. Continue each response and provide any additional information on other pages. Attach plans on separate pages.

a. **Purpose of the proposed project:**  
The project proposes a 119 lot single-family residential cluster subdivision. The project includes extension of water and sanitary sewer infrastructure to service the project, grading for the new residential lots, and erosion and sediment control practices.

b. **Description of current site conditions:**  
The property is currently a farmstead with a single-family house, agricultural outbuildings and approximately 108± acres of tillable land.

c. **Proposed site changes:**  
The site will be cleared to allow for construction of a new roadways, installation of the proposed water and sanitary sewer mains and 119 new single family homes.

d. **Type of structures and fill materials to be installed, and quantity of materials to be used (e.g., square feet of coverage, cubic yards of fill material, structures below ordinary/mean high water, etc.):**  
N/A

e. **Area of excavation or dredging, volume of material to be removed, location of dredged material placement:**  
N/A

f. **Is tree cutting or clearing proposed?**  Yes If Yes, explain below.  No  
Timing of the proposed cutting or clearing (month/year): 8/2023  
Number of trees to be cut: \_\_\_\_\_ Acreage of trees to be cleared: ±1.48 acres

g. Work methods and type of equipment to be used:

Typical construction equipment required for clearing, grading, driveway construction, and utility installation including excavators, bulldozers, dump trucks, paving machines, and rollers.

h. Describe the planned sequence of activities:

The project will begin with installation of erosion control measures, followed by tree clearing, rough grading of the roadways and residential lots, installation of utilities, fine grading of the right of way, and paving of the roadways.

i. Pollution control methods and other actions proposed to mitigate environmental impacts:

Pollution control methods will include proper storage of toxic substances, disposal of empty containers at licensed waste facilities, maintaining an adequate quantity of supplies needed to clean up any spills, performing regular maintenance of on-site equipment, good housekeeping practices, use of water trucks for dust control, and temporary storage of runoff on site prior to discharge to wetlands to prevent thermal pollution.

j. Erosion and silt control methods that will be used to prevent water quality impacts:

Silt fence, check dams, swales and seeding and mulching.

k. Alternatives considered to avoid regulated areas. If no feasible alternatives exist, explain how the project will minimize impacts:

N/A

l. Proposed use:  Private  Public  Commercial

m. Proposed Start Date: 8/2023 Estimated Completion Date: 8/2028

n. Has work begun on project?  Yes. If Yes, explain below.  No

o. Will project occupy Federal, State, or Municipal Land?  Yes If Yes, explain below.  No

p. List any previous DEC, USACE, OGS or DOS Permit/ Application numbers for activities at this location:

USACE Permit Application No. NAN-2021-01400-UDE

q. Will this project require additional Federal, State, or Local authorizations, including zoning changes?

Yes If Yes, list below.  No

Town of Malta: Planning Board subdivision approval, Fire, Building, & Highway Department approval; Clifton Park Water Authority: Water Extension; Saratoga County Sewer District #1: Sewer Connection; NYSDEC: Sanitary Sewer Extension approval; NYSDOH: Water main extension


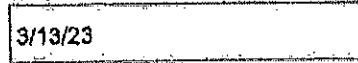
**7. Signatures.**

Applicant and Owner (if different) must sign the application. If the applicant is the landowner, the **landowner attestation form** can be used as an electronic signature as an alternative to the signature below, if necessary. Append additional pages of this Signature section if there are multiple Applicants, Owners or Contact/Agents.

I hereby affirm that information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief.


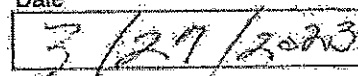
Permission to Inspect - I hereby consent to Agency inspection of the project site and adjacent property areas. Agency staff may enter the property without notice between 7:00 am and 7:00 pm, Monday - Friday. Inspection may occur without the owner, applicant or agent present. If the property is posted with "keep out" signs or fenced with an unlocked gate, Agency staff may still enter the property. Agency staff may take measurements, analyze site physical characteristics, take soil and vegetation samples, sketch and photograph the site. I understand that failure to give this consent may result in denial of the permit(s) sought by this application.

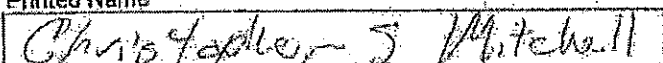

False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the NYS Penal Law. Further, the applicant accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. In addition, Federal Law, 18 U.S.C., Section 1001 provides for a fine of not more than \$10,000 or imprisonment for not more than 5 years, or both where an applicant knowingly and willingly falsifies, conceals, or covers up a material fact, or knowingly makes or uses a false, fictitious or fraudulent statement.

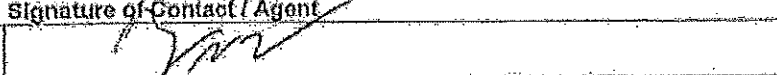
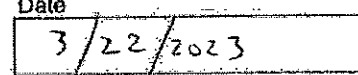
Signature of Applicant  Date 

Applicant Must be (check all that apply):  Owner  Operator  Lessee

Printed Name  Title 

Signature of Owner (if different than Applicant)  Date 



Printed Name  Title 


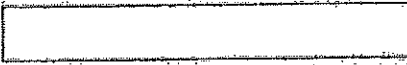
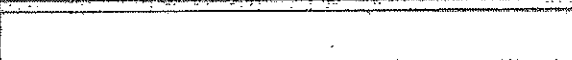

Signature of Contact / Agent  Date 

Printed Name  Title 

**For Agency Use Only**

**DETERMINATION OF NO PERMIT REQUIRED**

Agency Application Number   
 (Agency Name) has determined that No Permit is required from this Agency for the project described in this application.

Agency Representative:  
 Printed Name  Title   
 Signature  Date 

**New York State Department of Environmental Conservation  
Water Withdrawal Application Supplement WW-1**

Pursuant to 6 NYCRR Part 601

**READ THE INSTRUCTIONS ON PAGE 2 BEFORE COMPLETING THIS FORM**

4/9/2011

DEC DEPARTMENT USE ONLY

Application No. \_\_\_\_\_

WVA Number \_\_\_\_\_

1. APPLICANT NAME Clifton Park Water Authority 2. FACILITY NAME Clifton Park Water Authority

3. PROJECT TYPE  Water Withdrawal  New Public Water Supply Service Area or Extension  
 Land Acquisition for Public Water Supply  Change in Use of Existing Water Withdrawal

4. WATER USE TYPE  Public Water Supply  Bottled/Bulk Water  Commercial  Cooling  Industrial  
 Institutional  Mine Dewatering  Oil/Gas Production  Power Production  Recreational  
 Other: \_\_\_\_\_

5. WITHDRAWAL TYPE  Existing  New If this is an existing public water supply, provide the most recent WSA or WVA Number: \_\_\_\_\_  
 If other than public water supply, list other existing or pending related DEC permits (e.g., SPDES, Mining, Dam): \_\_\_\_\_

6. WATER WITHDRAWAL SOURCE  Surface Water Water Body Name(s) \_\_\_\_\_  
 Groundwater Nearest Surface Water Body \_\_\_\_\_ Distance From Well (in feet) \_\_\_\_\_

7. WATER SUPPLY TO OTHER STATES Does this project involve the transport of any fresh water of NYS through pipes, conduits, ditches or canals to any other state?  
 No  Yes, describe: \_\_\_\_\_

8. TRANSPORTATION OF WATER BY VESSEL Does this project involve the transport by vessel of more than 10,000 gallons per day of surface water? (Excludes ballast water necessary for normal vessel activity. A vessel is defined as any floating craft propelled by mechanical power.)  Yes  No

9. WATER WITHDRAWAL AMOUNTS This project involves the withdrawal of up to: 750 gallons per day Source Name Clifton Park Water Authority ground wells  
 Does the project include a MAJOR DRAINAGE BASIN TRANSFER of water? See map at <http://www.dec.ny.gov/lands/56100.html>  No  Yes  
 if yes,  Existing  New From Basin \_\_\_\_\_ To Basin \_\_\_\_\_

**10. REQUIRED EXHIBITS (6 NYCRR Part 601.10) Provide the names of the required exhibits applicable to this withdrawal:**

601.10(a) PROJECT AUTHORIZATION FOR PUBLIC WATER SUPPLY SYSTEMS (e.g. Resolutions, Ordinances)	See Water Report	601.10(h) ACQUISITION MAPS (Map of any lands to be acquired as part of project)	N/A
601.10(b) GENERAL MAP (e.g. Project Location, for Public Water Supplies - water service area boundary)	See Water Report	601.10(i) WATER ANALYSES (Public Water Supplies should submit chemical & bacterial analysis directly to NYSDOH)	connected to Existing
601.10(c) WATERSHED MAPS (Topographic map with location of withdrawal and any return flow or interbasin diversions).	N/A	601.10(j) TREATMENT METHODS (Public Water Supplies - proposed methods to meet NYSDOH standards)	N/A
601.10(d) CONTRACT PLANS (Public Water Supplies should submit directly to NYSDOH for review and approval)	submitted to DOH	601.10(k) PROJECT JUSTIFICATION (Provide summary statement of answers to the eight justification questions)	See Water Report
601.10(e) ENGINEER'S REPORT (Signed by NYS PE includes project description, water source yields and demands, etc.)	See Water Report	601.10(l) CANAL WITHDRAWAL APPROVALS (If applicable, provide adequate proof of approval from Canal Authority)	N/A
601.10(f) WATER CONSERVATION PROGRAM (Completed Water Conservation Program Form)	See Water Report	601.10(m) TRANSMITTAL LETTER (Include all contact information for applicant, attorney, engineer, etc.)	See Water Report
601.10(g) ANNUAL REPORTING FORM FOR EXISTING WITHDRAWALS (Most recent submitted annual report)	See Water Report	601.10(n) GREAT LAKES-ST. LAWRENCE RIVER WATER RESOURCES COMPACT PROCESS REQUIREMENTS (Only applicable to Public Water Supply diversions from Great Lakes Basin - no other diversion types are allowed).	N/A

Clear Form

Applicant Signature: Donald Austin

Name Donald Austin  
 Title Authority Administrator

Date 3/13/23

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**Appendix H**  
**Supplemental Information**

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**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
CLIFTON PARK WATER AUTHORITY  
661 CLIFTON PARK CENTER RD  
  
CLIFTON PARK, NY 12065  
(518) 383-1122

**Facility:**  
CLIFTON PARK TOWN WATER DISTRICT  
ST RTE 146 AND ALL OF EASTERN HALF OF  
TOWN  
CLIFTON PARK, NY 12065

**Facility Location:** in CLIFTON PARK in SARATOGA COUNTY  
**Facility Principal Reference Point:** NYTM-E: 590.942 NYTM-N: 4745.468  
Latitude: 42°51'23.0" Longitude: 73°53'12.7"

**Authorized Activity:** This permit authorizes the extension of the service area of the Clifton Park Water Authority to serve an additional area known as the 989 Hatlee Road Residential Subdivision. This permit authorizes the withdrawal of a supply of up to 5,234,400 gallons per day (GPD) from the approved sources listed in Condition No. 1 of this permit to serve within the approved service area in Condition No. 2 of this permit. This project will include the construction of approximately 480 feet of 8-inch ductile iron pipe, 400 feet of 1-inch HDPE tubing, three corporation and curb stops, and one hydrant and associated appurtenances to serve the extension. No additional allocation is authorized with this permit. All previous Water Supply and Water Withdrawal approvals are superseded by this permit.

**Permit Authorizations**

**Water Withdrawal Public - Under Article 15, Title 15**  
Permit ID 5-4124-00086/00052 (WWA No. 11,651)  
Renewal Effective Date: 6/2/2023 Expiration Date: 6/1/2033



**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**

Permit Administrator: BETH A MAGEE, Deputy Regional Permit Administrator  
Address: NYSDEC Region 5 Warrensburg Sub-Office  
232 Golf Course Rd  
Warrensburg, NY 12885

Authorized Signature: *Beth A. Magee*  
Digitally signed by Beth A. Magee  
Date: 2023.06.02  
11:04:22 -0400

Date 6 / 2 / 23



**Permit Components**

WATER WITHDRAWAL PUBLIC PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**WATER WITHDRAWAL PUBLIC PERMIT CONDITIONS**

**1. Source Approval Table**

This table summarizes all system source approvals				
Well Field or Source of Water Supply	Status	Past WWA Number	Individual Permitted Source Capacities (gpm)	Maximum Permitted Well Field or Supply of Water (gpd)
Boyack Well 3	Active	6,451	700 gpm	864,000 gpd
Boyack Well 5	Active	10,380	600 gpm	
Vischer Ferry Well 4	Active	9,851	800 gpm	2,304,000 gpd
Vischer Ferry Well 6	Active	10,340	800 gpm	
Oakwood Well 2	Active	5,386	200 gpm	288,000 gpd
Berry Farm Well 10A	Active	11,290	385 gpm	554,400 gpd
Plank Road Well 1	Active	8,676	600 gpm	864,000 gpd
Kinns Road Well 2	Active	8,676	250 gpm	360,000 gpd
Saratoga County Water Authority	Purchase	11,281	-	-
<b>Total Approved</b>				<b>5,234,400 gpd<sup>1</sup></b>

1. The total approved water withdrawal for the Clifton Park Water Authority does not include a purchase of 4,000,000 GPD from the Saratoga County Water Authority.

**2. Map of Approved Water Supply Service Area** The approved water service area of the Clifton Park Water Authority is shown on a map submitted with this application entitled, Clifton Park Water Authority, by Delaware Engineering, DPC and dated April 2023.

**3. No Distribution Beyond District Without Approval** Nothing contained herein shall authorize the permittee to distribute water to any water district extension or out of district user that has not already been approved by the Department or its predecessors without first obtaining a further permit from the Department.

**4. Approval of Plans by NYS DOH** Contract plans and specifications, or changes thereto, for a public water supply system for which a permit has been issued by the Department are subject to review and approval by the Department of Health prior to the commencement of construction.



**5. Approval of Completed Works from NYSDOH** The water withdrawal permittee shall submit to the Department a copy of the Approval of Completed Works issued by the Department of Health before the commencement of final operation of the water withdrawal system.

**6. Water Sampled and Approved by NYSDOH** Before any water from the source(s) approved herein may be used for any purpose, the permittee shall collect and analyze a sample of the water from each source and shall submit the results of such analyses to the NYS Department of Health (NYSDOH).

**7. NYSDOH Approval of Potable Water Supplies** This permit does not authorize the permittee to supply, sell or distribute potable water from any source approved herein, without all necessary approvals from NYSDOH.

**8. Enclose and Protect Pumping Facilities** The physical pumping facilities and controls at any well site approved herein shall be protected against damage or tampering either by a fence or other suitable enclosure or by their manner of construction and installation.

**9. Protect Land Around Well** All land within 200 feet of any well approved herein shall be protected and controlled, in order to prevent pollution of the ground or groundwater, by direct ownership of the land, by the acquisition of protective easements, or by other appropriate measures. Any lesser distances must be acceptable to the NYS Department of Health. This area shall further be protected from pollution by surface waters originating outside thereof by the construction of suitable diversion ditches or embankments, and the construction of the wells shall so be carried out that there shall be no opportunity for pollution to enter the wells.

**10. Minimize Erosion** During any construction directly or indirectly associated with the activities authorized herein, the permittee shall make provisions to minimize erosion on the construction site and to prevent increased sedimentation in any water body on or adjacent to the site.

**11. Discharge of Chlorinated Water** The permittee shall ensure that water used for disinfecting water mains, storage tanks and other water system appurtenances, if discharged to area streams, has a free chlorine residual not exceeding 0.05 milligrams per liter (mg/l) at the point of discharge.

**12. Treatment Before Distribution** Nothing contained in this permit shall authorize the permittee to supply, sell or distribute, for any purpose, water from any source approved herein unless all such water is first treated in a manner satisfactory to the NYS Department of Health (NYSDOH).

**13. Water Well Protection and Decommissioning** The Permittee must properly cap, seal and disconnect from the system any water wells that are not approved for use by the Department. Wells that are to be abandoned must be decommissioned in a manner consistent with the Department's Water Supply Well Decommissioning Recommendations, <https://www.dcc.ny.gov/lands/86955.html>. Decommissioning of any potable well must be documented on the form provided at [https://www.dec.ny.gov/docs/water\\_pdf/welldecommissform.pdf](https://www.dec.ny.gov/docs/water_pdf/welldecommissform.pdf). The completed form must be forwarded to the address on the form and to the addresses below:

Regional Permit Administrator  
NYSDEC Region 5 Warrensburg Sub-Office  
232 Golf Course Rd  
Warrensburg, NY12885



Regional Water Manager  
 NYSDEC Region 5 Warrensburg Sub-Office  
 232 Golf Course Rd  
 Warrensburg, NY12885

14. Revoked Sources and Abandonment Approval for the use of the following sources of supply, as granted by the Department or its predecessors is hereby revoked.

Well Field or Source of Water Supply	Past WWA Number	Status	Date
Jonesville 3 Wells	4,614	Decommissioned	1964
Jonesville Infiltration Gallery	5,357	Decommissioned	1967
Jonesville 1 Well	5,833	Decommissioned	1970
Vischer Ferry PW-1	9,477	Decommissioned	1999
Vischer Ferry PW-2	9,477	Decommissioned	2002
Vischer Ferry PW-3	9,477	Decommissioned	2019
Vischer Ferry PW-10	9,236	Decommissioned	2005
Vischer Ferry Well 10-A	10,798	Decommissioned	2017
Park Lane Wells #1	7,685	Decommissioned	2010
Park Lane Wells #2	7,685	Decommissioned	2010
Park Lane Wells #3	8,674	Decommissioned	2010
Peacock #1	11,290	Decommissioned	2013
Peacock #2	7,837	Decommissioned	2013
Moe Road Well #1	7,597	Decommissioned	2016
Pierce Farm Well #1	6,117	Decommissioned	2019
Denim Road Wells #1, #2, #4 (3A)	8,672	Decommissioned	1998
Lapp Road Well #1	8,187	Out of Service	-
Lapp Road Well #2	8,187	Out of Service	-



15. Revoked Sources and Abandonment cont.

Boyack Well #4	9,097	Out of Service	-
Boyack Well #4A	9,097	Out of Service	-
Kinns Road Well #1	6,421	Out of Service	-
Oakwood Well #1	4,592	Observation Well	-
Plank Road #2	8,676	Observation Well	-
Northcrest Well #1	6,421	Property Sold to Town	2005
Canterbury Road Wells #3 & #4	8,671	Property Sold to Town	2005
Canterbury Road Well #1 & Lincoln Town Drive Well #2	8,671	Property Sold to Town	2005
Linden Court Well Fields #1, #2, #3	8,675	Property Sold to Town	2005
Linden Court Well #3	8,675	Property Sold to Town	2005
Sambrook Well	10,799	Sold to Private Owner	2014
Roosevelt Court Well #1	8,932	Sold to Private Owner	2004
Hollandale Lane Well #1	8,675	Sold to Private Owner	2014
Hollandale Lane Wells #2	8,675	Sold to Private Owner	2014
Elnora Well Field	6,421	Abandoned to Property Owner	-
Golf Course Wells at Clifton Knolls	7,597	Abandoned to Property Owner	-
Clifton Knolls	4,115	Abandoned to Property Owner	1961
Clifton Knolls	4,324	Abandoned to Property Owner	1963
Clifton Knolls	5,356	Abandoned to Property Owner	1967
Shen Well	11,281	Disconnected, Used By School District for Irrigation	-

16. **Agreements for Sale of Water** The permittee may not sell water to any other municipality or private entity without the execution of a proper agreement or contract that includes: the amounts of water to be sold, a requirement that individual customers are metered and that water conservation measures including water audits and leak detection and repair programs consistent with those practiced by the permittee will be implemented. Such agreements shall be made available to the Department upon request.

17. **Meter All Sources and Customers** The permittee must install and maintain meters on all sources of supply used in the system and on all customer service connections supplied by the system. Source master meters are to be read, and records kept of those readings on a weekly basis. At a minimum, customer service meters are to be read, and records kept of those readings, at least once per year. The permittee must maintain records of production (master meter readings) and consumption (service meter readings) for each calendar year.

18. **Meter Calibration for Publicly Owned Systems** At least once every fifteen years, the permittee must have all of its small service connection meters (less than 1-inch in diameter) calibrated for accuracy according to standards of the American Water Works Association (AWWA). Larger service meters and all source meters must be calibrated more frequently, based upon the AWWA standards for the size of the meter used.



**19. Permittee Must Maintain Records** The permittee must retain records of production and consumption, reports of audit results, and summaries of leaks detected and repaired for at least ten years. The permittee must provide copies of such of these records, reports, and summaries as might be requested in writing by the Department within one month of receiving such a request.

**20. Conduct Water Audits** At least once annually, the permittee must conduct a system-wide water audit that utilizes metered water production and consumption data to determine unaccounted-for water.

**21. Leak Detection and Repair Program** The permittee must develop and implement a leak detection and repair program that uses sonic detection equipment to inspect its entire distribution system in a systematic fashion. At a minimum, this program must cover the entire system in a three-year cycle by inspecting at least one-third of the system each year. Whenever two consecutive annual water audits show that unaccounted-for water is 15% or less of system production, the leak detection and repair program may be modified to cover the entire system in a longer cycle.

**22. Annual Water Withdrawal Reports** The permittee must submit a Water Withdrawal Reporting Form to the Department's Division of Water, Albany, NY by March 31st of each year. The form is available on the Department's website and includes information regarding approved sources of water supply, source capacities, average and maximum day water use data and water conservation and efficiencies employed during the past calendar year.

**23. Permit Expiration and Renewal** Any permittee who intends to continue to operate a water withdrawal system beyond the period of time covered in the applicable water withdrawal permit must apply for a renewal of the permit at least 30 days prior to its expiration.

**24. Transfer of Ownership of Water Withdrawal Systems** Unless otherwise specified in this permit, a new water withdrawal permit application is required for the acquisition or condemnation of the approved water withdrawal system.

**25. Right to Rescind** The Department reserves the right to rescind this permit or to take whatever action it may deem suitable and proper if the works authorized to be constructed herein are not initiated by 6 months from the issuance date of this permit.

**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.



**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 5 Warrensburg Sub-Office  
232 Golf Course Rd  
Warrensburg, NY12885

**4. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**5. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



**NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS**

**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

**Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

**Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

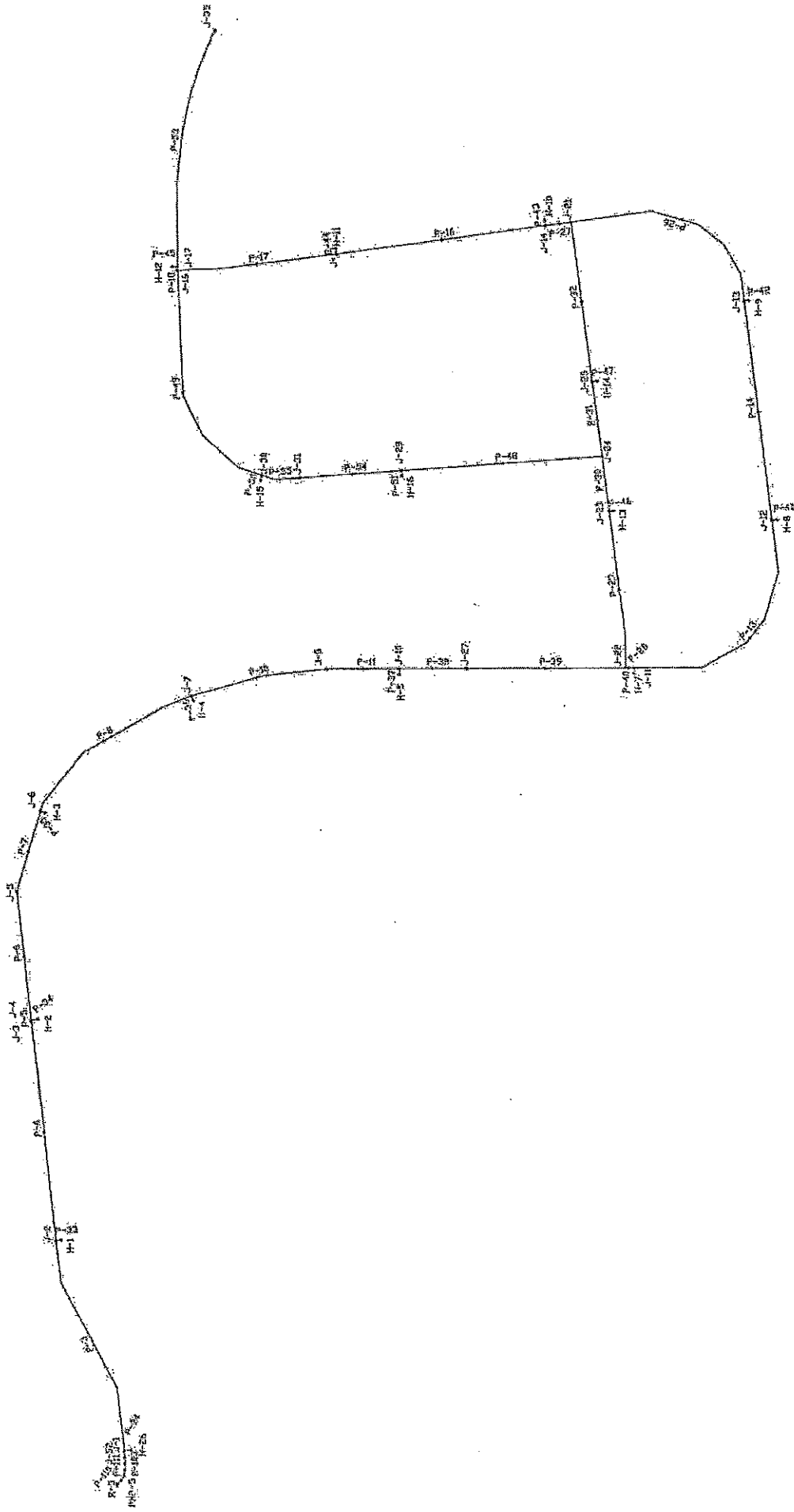
**Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

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**Appendix I**  
**WaterCAD Base Scenario Mapping and Junction Report**

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**FlexTable: Pipe Table**

ID	Label	Length (Scaled) (ft)	Start Node	Stop Node	Diameter (in)	Material	Hazen-Williams C	Has Check Valve?	Minor Loss Coefficient (Local)	Flow (gpm)	Velocity (ft/s)	Headloss Gradient (ft/m)	Has User Defined Length?	Length (User Defined) (ft)
87	P-13	10	J-2	H-1	6.0	Ductile Iron	130.0	False	0.000	0.00	0.07	0.000	True	0
88	P-34	13	J-4	H-2	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
89	P-35	11	J-6	H-3	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
90	P-36	10	J-7	H-4	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
91	P-37	11	J-10	H-5	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
92	P-38	10	J-11	H-7	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
93	P-40	12	J-12	H-8	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
105	P-41	9	J-13	H-9	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
107	P-42	13	J-14	H-10	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
109	P-43	11	J-15	H-11	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
111	P-44	12	J-16	H-12	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
113	P-45	11	J-17	H-13	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
115	P-46	10	J-22	H-13	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
117	P-46	10	J-25	H-14	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
119	P-47	10	J-25	H-15	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
126	P-50	10	J-30	H-15	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
128	P-51	11	J-25	H-16	6.0	Ductile Iron	130.0	False	0.000	0.00	0.00	0.000	True	0
129	P-51	15	J-1	H-26	6.0	Ductile Iron	130.0	False	0.000	93.00	1.06	0.001	False	0
227	P-94	24	R-5	H-26	6.0	Ductile Iron	130.0	False	0.000	93.00	1.06	0.001	False	0
253	P-110	27	PMP-5	PMP-5	6.0	Ductile Iron	130.0	False	0.000	93.00	1.06	0.001	False	0
254	P-111	48	J-1	J-2	6.0	Ductile Iron	130.0	False	0.000	93.00	1.06	0.001	False	0
36	P-3	470	J-2	J-3	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
38	P-4	5	J-3	J-4	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
40	P-5	277	J-4	J-5	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
42	P-6	178	J-5	J-6	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
44	P-7	418	J-6	J-7	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
46	P-8	208	J-7	J-9	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
50	P-10	155	J-9	J-10	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
52	P-11	532	J-11	J-12	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
56	P-13	466	J-12	J-13	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
58	P-14	453	J-14	J-15	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
62	P-15	343	J-15	J-16	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
64	P-17	472	J-16	J-17	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
66	P-18	8	J-16	J-17	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
74	P-25	472	J-13	J-21	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
75	P-27	56	J-21	J-14	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
78	P-28	37	J-22	J-11	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
80	P-29	335	J-22	J-23	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
82	P-30	139	J-23	J-24	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
84	P-31	159	J-24	J-25	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
85	P-32	338	J-25	J-21	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
90	P-38	143	J-10	J-27	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
91	P-39	341	J-27	J-22	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
121	P-48	432	J-24	J-28	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
124	P-49	516	J-30	J-31	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
135	P-54	216	J-29	J-31	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
136	P-55	81	J-31	J-30	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
147	P-53	514	J-17	J-35	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0
240	P-103	245	J-52	J-1	8.0	Ductile Iron	130.0	False	0.000	93.00	0.59	0.000	False	0

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**Appendix J**  
**WaterCad Fire Flow Analysis**

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Fire Flow Node FlexTable: Fire Flow Results Table

Label	Satisfies Fire Flow Constraints?	Fire Flow Status	Fire Flow (Needed) (gpm)	Fire Flow (Available) (gpm)	Fire Flow (Total Needed) (gpm)	Fire Flow (Total Available) (gpm)	Pressure (Residual) (psi)	Pressure (Zone Lower Limit) (psi)	Pressure (Zone Lower Limit) (psi)	Pressure (Calculated) (psi)	Junction w/ Minimum Pressure (Zone)	Pressure (System Lower Limit) (psi)	Pressure (Calculated) (psi)	Junction w/ Minimum Pressure (System)	Is Fire Flow Run Balanced?
H-1	True	Passed	1,000.00	1,663.43	1,000.00	1,663.43	20	20	20	20	H-2	22	(N/A)	True	
H-2	True	Passed	1,000.00	1,483.94	1,000.00	1,483.94	20	20	20	20	H-7	20	(N/A)	True	
H-3	True	Passed	1,000.00	1,339.21	1,000.00	1,339.21	20	20	20	20	H-7	20	(N/A)	True	
H-4	True	Passed	1,000.00	1,250.74	1,000.00	1,250.74	20	20	20	20	H-7	20	(N/A)	True	
H-5	True	Passed	1,000.00	1,136.95	1,000.00	1,136.95	20	20	20	20	H-7	20	(N/A)	True	
H-7	True	Passed	1,000.00	1,050.66	1,000.00	1,050.66	20	20	20	20	H-7	20	(N/A)	True	
H-8	True	Passed	1,000.00	1,054.92	1,000.00	1,054.92	20	20	20	20	H-7	20	(N/A)	True	
H-9	True	Passed	1,000.00	1,055.24	1,000.00	1,055.24	20	20	20	20	H-7	20	(N/A)	True	
H-10	True	Passed	1,000.00	1,055.51	1,000.00	1,055.51	20	20	20	20	H-7	20	(N/A)	True	
H-11	True	Passed	1,000.00	1,055.56	1,000.00	1,055.56	20	20	20	20	H-7	20	(N/A)	True	
H-12	True	Passed	1,000.00	1,055.58	1,000.00	1,055.58	20	20	20	20	H-7	20	(N/A)	True	
H-13	True	Passed	1,000.00	1,055.25	1,000.00	1,055.25	20	20	20	20	H-7	20	(N/A)	True	
H-14	True	Passed	1,000.00	1,055.60	1,000.00	1,055.60	20	20	20	20	H-7	20	(N/A)	True	
H-15	True	Passed	1,000.00	1,055.60	1,000.00	1,055.60	20	20	20	20	H-7	20	(N/A)	True	
H-16	True	Passed	1,000.00	1,055.60	1,000.00	1,055.60	20	20	20	20	H-7	20	(N/A)	True	
H-26	True	Passed	1,000.00	2,025.57	1,000.00	2,025.57	20	20	20	20	H-1	20	(N/A)	True	

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**Appendix K**  
**2022 Annual Drinking Water Quality Reports**

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# ANNUAL WATER QUALITY REPORT CLIFTON PARK WATER AUTHORITY May 2022

Contained on the following pages is the 2021 Annual Water Quality Report for the Clifton Park Water Authority (PWSID# 4500175). The CPWA system has 13,880 service connections (approx. 35,000 people). This report will be made available to our customers each year providing analytical data compiled during the previous year. This report is a requirement of the NYS Department of Health (DOH). It is designed to allow our customers to review the sample results from their water supply and compare those results with standards established by the DOH. Should you have any questions or comments regarding this report or wish to address the Authority regarding any related issues, you may contact the Authority Administrator, Mr. Donald Austin, during business hours at 383-1122. The Authority also holds a public meeting once a month at the Authority offices located at 661 Clifton Park Center Road, just west of Town Hall (PLEASE CALL TO CONFIRM DATE AND TIME).

## Where Does Our Water Come From?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and can pick up substances from the presence of animals or from human activity. Contaminants that may be present in source water include: **Microbial contaminants**, such as viruses and bacteria which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife. **Inorganic Contaminants**, such as salts and metals which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming. **Pesticides and Herbicides** may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses. **Organic Chemical contaminants**, including synthetic and volatile organic chemicals, are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Ground water wells are the predominant source of water in the Authority's system. We have wells located throughout town at 6 different sites listed below:

Vischer Ferry Preserve (2), Plank Road, Kinns Road, Boyack Road (2), Berry Farm and Oakwood.

The Vischer Ferry Preserve wells are considered ground water under the direct influence of surface water (GWUDI). Additional treatment is performed on this water to ensure removal of certain surface water organisms.

The majority of our water (approximately 70%) is pumped from the Preserve and Boyack wells. This water is treated to remove iron and manganese at the Boyack Road Treatment Plant. Cartridge filters are also used to provide adequate treatment of the GWUDI wells in the Preserve. This source is pumped on a year-round basis because of the improved quality. Also pumped year-round are the Berry Farm, Oakwood and Plank Road sources. These sources provide the highest quality water with the lowest hardness available. The remainder of the sources are used during the summer months to meet the higher demand created by outdoor uses. Liquid chlorine is added to the water at all sources for disinfection purposes. Phosphates are added at the Berry Farm and Oakwood locations in an effort to sequester the iron, manganese and hardness in those sources.

In 2021, we purchased a portion of our water from the Saratoga County Water Authority. The water source for the SCWA is the Hudson River. Water treatment consists of addition of a coagulant and

filtration through 0.1 micron membrane filters. Caustic soda is added for pH adjustment and orthophosphates are added for corrosion control. Sodium hypochlorite is added for disinfection and to maintain a residual through the transmission system. Granular activated carbon filters are used on the finished water to adsorb natural organic compounds, taste and odor compounds and synthetic organic chemicals.

The CPWA also purchased a portion of its water from the Town of Glenville in 2021. The Town of Glenville's water system consists of four drilled wells in the Great Flats Aquifer just west of the Village of Scotia, between Route 5 and the Mohawk River. The aquifer is an extensive bed of sands and gravel underlying the Mohawk River channel. Glenville adds Sodium Hypochlorite (liquid chlorine) to the finished water for disinfection.

In 2021, the CPWA also purchased a portion of its water from the Town of Halfmoon. The Town of Halfmoon purchases water from the Saratoga County Water Authority and from the City of Troy. The City of Troy draws its water from a "surface water" supply, the spring fed Tomhannock Reservoir. It is located to the northeast of the City of Troy. Water flows from the Tomhannock Reservoir to the Troy Water Treatment Plant (TWTP), a complete treatment facility. In an effort to lower the formation of disinfection byproducts (DBPs), TWTP adds potassium permanganate at the Tomhannock Reservoir. Potassium permanganate is a strong oxidant that is used to oxidize iron and manganese, but does not produce the DBPs that chlorine does. Potassium permanganate is being fed seasonally from mid June to about September or October depending on the iron and manganese levels in the raw water. Additionally, chlorine dioxide is added at Melrose Station to oxidize the organic material that leads to the formation of DBPs when it reacts with chlorine but unlike chlorine, chlorine dioxide does not form DBPs. Chlorine dioxide is fed year-round. The treatment process at Troy consists of; coagulation using aluminum sulfate (alum) to cause small particles to stick together when the water is mixed, making larger heavier particles; sedimentation allows the newly formed larger particles to settle out naturally; filtration removes smaller particles by trapping them in sand filters; pH adjustment for corrosion control; and final post chlorination to maintain a chlorine residual in the distribution system to prevent bacterial contamination and fluoridation at low levels to protect teeth.

### **Restricted or Limited Use Sources**

Our water supply includes groundwater from 8 wells on 6 different sites. Most of these sources are in use year-round. However, due to limitations in the production capabilities, or due to less than favorable water qualities, some sources are limited to backup use or have been removed from service. The backup sources are generally used during periods of high demand or at times when one or more of our everyday sources are out of service for repair or maintenance.

The Clifton Park Water Authority has an interconnection with the Town of Halfmoon water system at The Crossing. The CPWA purchased 14,000 gallons of water from the Town of Halfmoon in 2021. The Authority also has an interconnection with the Town of Glenville and the Saratoga County Water Authority. The CPWA purchased a total of 373,486,000 gallons of water from the Saratoga County Water Authority in 2021. The CPWA purchased a total of 4,673,000 gallons of water from the Town of Glenville in 2021.

### **Source Water Assessment Summary**

The NYS Department of Health has completed a source water assessment for this system based on available information. Possible and actual threats to this drinking water source were evaluated. The state source water assessment includes a susceptibility rating based on the risk posed by each potential

source of contamination and how easily contaminants can move through the subsurface to the wells. For ground water sources, the assessment evaluated risk of contamination in two zones: an inner zone, of smaller radius around the well, considered more sensitive; and an outer zone, extending either 1 mile from the well, or as limited by a hydrogeologic barrier (such as a change in soil or rock layer or the presence of a water body). The higher of these ratings was used as the overall rating for the source. The susceptibility rating is an estimate of the potential for contamination of the source water, and does not mean that the water delivered to consumers is, or will be contaminated. See the spreadsheet that follows for a list of contaminants detected. The source water assessments provide resource managers with additional information for protecting source waters in the future.

Our source of drinking water is derived from ground water (drilled wells) and ground water under the direct influence of surface water sources. The source water assessment has rated most of our ground water sources as having an elevated susceptibility to microbial and nitrate contamination. These ratings are due primarily to the residential land use and associated activities, such as fertilizing lawns, in the assessment area. One well is also rated as having an elevated susceptibility to herbicide/pesticide contamination, primarily due to the agricultural land use near the well. While the source water assessment rates our wells as being susceptible to microbials, please note that our water is disinfected, and the Vischer Ferry wells filtered, to ensure that the finished water delivered to your home meets the New York State's drinking water standards for microbial contamination. Public notification is required if regulated contaminants are found in our water, and increased monitoring may result.

The Saratoga County Water Authority source water assessment states that hydrologic characteristics generally make rivers highly sensitive to existing and new sources of nitrate, phosphorus, and microbial contamination. This does not mean that source water contamination has or will occur, and the SCWA provides treatment and regular monitoring to ensure that the water delivered to customers meets all applicable standards.

The Glenville source water assessment rates their wells as having an elevated susceptibility to contamination. In addition, the wells draw from an unconfined aquifer and the overlying soils are not known to provide adequate protection from potential contamination.

The City of Troy source water assessment found the amount of pasture in the assessment area results in a potential for protozoa contamination. There is also possible contamination susceptibility associated with landfills in the assessment area. It should be noted that hydrologic characteristics (e.g., basin shape and flushing rates) generally make reservoirs sensitive to existing and new sources of phosphorus and microbial contamination.

Water suppliers and county and state health departments will use this information to direct future source water protection activities. These may include water quality monitoring, resource management, planning, and education programs. A copy of this assessment, including a map of the assessment area, can be obtained by contacting this office.

### **Are There Contaminants in Our Drinking Water?**

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (1-800-426-4791).

#### **Information on Lead**

If present, elevated levels of lead can cause serious health problems, especially for pregnant women, infants and young children. It is possible that lead levels at your home may be higher than at other

homes in the community as a result of materials used in your home's plumbing. Clifton Park Water Authority is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about the lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800- 426-4729) or at <http://.epa.gov/safewater/lead>.

### **Information on Cryptosporidium**

Cryptosporidium is a microbial pathogen found in surface water and groundwater under the influence of surface water. Although filtration removes Cryptosporidium, the most commonly-used filtration methods cannot guarantee 100 percent removal. During 2018, as part of their routine sampling, eight samples were collected of untreated Hudson River source water and analyzed for Cryptosporidium oocysts. Of these samples, no oocysts were detected. The Saratoga County Water Authority utilizes membrane filtration technology which removes these contaminants at higher rates than conventional water treatment technologies. Also during 2018, the Clifton Park Water Authority collected 12 samples from the Vischer Ferry wells and analyzed for Cryptosporidium oocysts. There were no oocysts found in any of these samples. Current test methods do not allow us to determine if the organisms are dead or if they are capable of causing disease. Ingestion of Cryptosporidium may cause cryptosporidiosis, a gastrointestinal infection. Symptoms of infection include nausea, diarrhea, and abdominal cramps. Most healthy individuals can overcome disease within a few weeks. However, immuno-compromised people are at greater risk of developing life-threatening illness. We encourage immuno-compromised individuals to consult their health care provider regarding appropriate precautions to take to avoid infection. Cryptosporidium must be ingested to cause disease, and it may be spread through means other than drinking water.

### **Information on Giardia**

Giardia is a microbial pathogen present in varying concentrations in many surface waters and groundwater under the influence of surface water. Giardia is removed/inactivated through a combination of filtration and disinfection or by disinfection. During 2018, as part of their routine sampling, eight samples were collected of untreated Hudson River source water and analyzed for Giardia cysts. Of these samples, seven samples showed a total of seventy-nine cysts and one sample showed no cysts. The Saratoga County Water Authority utilizes membrane filtration technology which removes these contaminants at higher rates than conventional water treatment technologies. Also during 2018, the Clifton Park Water Authority collected 12 samples from the Vischer Ferry wells and analyzed for Giardia cysts. There were no cysts found in any of these samples. Testing performed by the SCWA indicates the presence of Giardia in their (our) source water. Current test methods do not allow us to determine if the organisms are dead or if they are capable of causing disease. Ingestion of Giardia may cause giardiasis, an intestinal illness. People exposed to Giardia may experience mild or severe diarrhea, or in some instances no symptoms at all. Fever is rarely present. Occasionally, some individuals will have chronic diarrhea over several weeks or a month, with significant weight loss. Giardiasis can be treated with anti-parasitic medication. Individuals with weakened immune systems should consult with their health care providers about what steps would best reduce their risks of becoming infected with Giardiasis. Individuals who think that they may have been exposed to Giardiasis should contact their health care providers immediately. The Giardia parasite is passed in the feces of an infected person or animal and may contaminate water or food. Person to person transmission may also occur in day care centers or other settings where hand washing practices are poor.

## **Detected and Non-Detected Contaminants**

In accordance with State regulations, the Clifton Park Water Authority routinely monitors your drinking water for various contaminants. Your water is tested for inorganic contaminants, nitrate, lead and copper, volatile organic contaminants, synthetic organic contaminants, and disinfection byproducts. Additionally, the CPWA analyzes 40 samples from throughout the distribution system for coliform bacteria each month. Only the contaminants that have been detected in your drinking water are included in the Table of Detected Contaminants. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Therefore, some of the data, though representative of the water quality, is more than one year old.

## **Do I Need to Take Special Precautions?**

Some people may be more vulnerable to disease causing microorganisms or pathogens in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HN/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care provider about their drinking water. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, Giardia and other microbial pathogens are available from the Safe Drinking Water Hotline (800-426-4791).

## **Monitoring Violations**

The CPWA had a monitoring violation in 2021 for a failure to take all required lead and copper samples. The CPWA took the required number of samples, but a lab accident caused two of the 30 samples taken to be unusable. By the time the issue was relayed to the CPWA, the monitoring period had expired and we were unable to resample.

## **CPWA System Improvements in 2021**

In 2021, the CPWA began construction of a pumpstation at its connection with the Saratoga County Water Authority. This project will increase the capacity at that connection and is expected to be online in 2022.

## **Why Save Water and How Do We Avoid Wasting It?**

Although the CPWA system has an adequate amount of supply to meet the present demands of the system, there are a number of reasons why it is important to conserve water:

- Saving water saves energy and some of the costs associated with both of these necessities of life.
- Saving water reduces the cost of energy required to pump water and the need to construct costly new wells, pumping systems, and water towers.
- Saving water lessens the strain on the water system during a dry spell or drought, helping to avoid severe water use restrictions so that essential fire-fighting needs are met.

You can play a role in conserving water and saving yourself money in the process by becoming conscious of the amount of water your household is using, and by looking for ways to use less whenever you can. It is not hard to conserve water. Conservation tips:

- Use low flow shower heads and faucets
- Repair all leaks in your plumbing system
- Water your lawn sparingly early morning or late evening
- Do only full loads of wash and dishes
- Wash your car with a bucket and hose with a nozzle
- Don't cut the lawn too short; longer grass saves water

## Definitions

The following definitions apply to the tables on the following pages for the Clifton Park Water Authority and Saratoga County Water Authority systems:

**Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible.

**Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that the addition of a disinfectant is necessary for the control of microbial contaminants.

**Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

**Action Level (AL):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**Treatment Technique (TT):** A required process intended to reduce the level of a contaminant in drinking water.

**Milligrams Per Liter (mg/l):** Corresponds to one part of liquid in one million parts of liquid (parts per million - ppm).

**Micrograms Per Liter (ug/l):** Corresponds to one part of liquid in one billion parts of liquid (parts per billion - ppb).

**Picocuries Per Liter (pCi/l):** Measure of radioactivity in water (curie) - pico corresponds to one part of liquid in one trillion parts of liquid.

**Distribution System Maximum Residence Time (DSMRT):** A location within the water distribution system that represents the point at which water from a particular source has resided in the water system for the longest duration.

**Water Treatment Plant (WTP):** Any facility at which water is taken directly from the source, treated and pumped into the system.

Clifton Park Water Authority Water System Table of Detected Contaminants

Microbiological Contaminants									
Contaminant	Sample Date	Violation	MCL (AL) or (TT)	MCLG	Units	Contaminant Level	Likely Source of Contamination	Total Organic Carbon	
	Monthly	No	N/A	N/A	mg/l	Range: 2.4 - 3.6 Avg: 2.85	Naturally present in the environment		
<b>Inorganic Contaminants</b>									
<b>Barryfarm Well</b>									
Arsenic	6/15/20	No	10	0	ug/l	0.3	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes		
Nitrate	6/30/21	No	10	10	mg/l	0.16	Erosion of natural deposits; Runoff from fertilizer use; Leaching from septic tanks, sewage		
Barium	6/15/20	No	2	2	mg/l	0.129	Erosion of natural deposits; discharge of drilling wastes; discharge from metal refineries		
Sodium	6/30/21	No	N/A	N/A	mg/l	88	Erosion of natural deposits; road salt; water softeners; animal waste		
Zinc	6/30/21	No	5	N/A	mg/l	0.025	Erosion of natural deposits; mining waste		
Sulfate	6/30/21	No	250	N/A	mg/l	31	Erosion of natural deposits		
Chloride	6/30/21	No	250	N/A	mg/l	400	Erosion of natural deposits; road salt		
Nickel	6/15/20	No	N/A	N/A	ug/l	5.4	Erosion of natural deposits		
Fluoride	6/15/20	No	2.2	N/A	mg/l	0.0767	Erosion of natural deposits; discharge from fertilizer; water additive that promotes strong teeth		
Chromium	6/15/20	No	100	100	ug/l	0.7	Erosion of natural deposits; discharge from steel and pulp mills		
Iron	6/30/21	No	300	N/A	ug/l	190	Erosion of natural deposits		
Manganese	6/30/21	No	300	N/A	ug/l	77	Erosion of natural deposits; landfill contamination		
<b>Plank Road Well</b>									
Barium	6/30/21	No	2	2	mg/l	0.31	Erosion of natural deposits; discharge of drilling wastes; discharge from metal refineries		
Zinc	6/9/20	No	5	N/A	mg/l	0.00664	Erosion of natural deposits; mining waste		
Manganese	6/9/20	No	300	N/A	ug/l	15.5	Erosion of natural deposits; landfill contamination		
Sodium	6/9/20	No	N/A	N/A	mg/l	42.5	Erosion of natural deposits; road salt; water softeners; animal waste		
Nitrate	6/30/21	No	10	10	mg/l	0.041	Erosion of natural deposits; runoff from fertilizer use; Leaching from septic tanks, sewage		
Chloride	6/9/20	No	250	N/A	mg/l	35.2	Erosion of natural deposits; road salt		
<b>Vischer Ferry Preserve Wells (Raw Water)</b>									
Manganese	6/29/21	No	300	N/A	ug/l	2900	Erosion of natural deposits; landfill contamination		
Sodium	6/29/21	No	N/A	N/A	mg/l	18	Erosion of natural deposits; road salt; water softeners; animal waste		
Nickel	6/29/21	No	N/A	N/A	ug/l	2.5	Erosion of natural deposits		
Barium	6/29/21	No	2	2	mg/l	0.025	Erosion of natural deposits; discharge of drilling wastes; discharge from metal refineries		
Sulfate	6/29/21	No	250	N/A	mg/l	15.1	Erosion of natural deposits		
Chloride	6/29/21	No	250	N/A	mg/l	40.3	Erosion of natural deposits; road salt		
Nitrate	6/29/21	No	10	10	mg/l	0.058	Erosion of natural deposits; runoff from fertilizer use; Leaching from septic tanks, sewage		

Inorganic Contaminants:									
Contaminant	Sample Date	Violation	MCL (or AL)	MCLL	Units	Contaminant Level	Likely Source of Contamination		
<b>Boysack Wells (Raw Water)</b>									
Asphalt	6/29/21	No	10	10	mg/l	0.13	Erosion of natural deposits; runoff from fertilizer use; Leaching from asphalt banks, sewage.		
Iron	6/29/21	No	300	N/A	mg/l	1100	Erosion of natural deposits		
Manganese	6/29/21	No	300	N/A	ug/l	400	Erosion of natural deposits; landfill contamination.		
Barium	6/29/21	No	2	2	mg/l	0.069	Erosion of natural deposits; discharge of drilling wastes; discharge from metal refineries		
Nickel	6/29/21	No	N/A	N/A	ug/l	2.4	Erosion of natural deposits		
Sodium	6/29/21	No	N/A	N/A	mg/l	60	Erosion of natural deposits; road salt; water softeners; animal waste		
<b>Boysack Road Water Treatment Plant (Finished Water)</b>									
Barium	6/18/18	No	2	2	mg/l	0.069	Erosion of natural deposits; discharge of drilling wastes; discharge from metal refineries		
Fluoride	6/18/18	No	2.2	N/A	mg/l	0.0845	Erosion of natural deposits; discharge from fertilizer; water softeners; salt processes; strong leach		
Sodium	6/29/21	No	N/A	N/A	mg/l	35	Erosion of natural deposits; road salt; water softeners; animal waste		
Nickel	6/18/18	No	N/A	N/A	ug/l	6.3	Erosion of natural deposits		
Selenium	6/18/18	No	50	50	ug/l	1.7	Erosion of natural deposits; discharge from petroleum and metal refineries; discharge from mines		
Asphalt	6/18/18	No	10	0	ug/l	0.6	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes		
Chromium	6/18/18	No	100	100	ug/l	0.7	Erosion of natural deposits; discharge from steel and pulp mills		
Sulfate	6/29/21	No	250	N/A	mg/l	51.8	Erosion of natural deposits		
Chloride	6/29/21	No	250	N/A	mg/l	76	Erosion of natural deposits; road salt		
Nitrate	6/18/18	No	10	10	mg/l	0.295	Erosion of natural deposits; runoff from fertilizer use; Leaching from sphalerite; sewage.		
<b>Kings Road Well:</b>									
Barium	6/30/21	No	2	2	mg/l	0.46	Erosion of natural deposits; discharge of drilling wastes; discharge from metal refineries		
Zinc	6/30/21	No	5	N/A	mg/l	0.054	Erosion of natural deposits; mining waste		
Manganese	6/30/21	No	300	N/A	ug/l	0.021	Erosion of natural deposits; landfill contamination		
Iron	6/30/21	Yes	300	N/A	ug/l	630	Erosion of natural deposits.		
Sodium	6/30/21	No	N/A	N/A	mg/l	44	Erosion of natural deposits; road salt; water softeners; animal waste		
Chloride	6/30/21	No	250	N/A	mg/l	35	Erosion of natural deposits; road salt		
Nitrate	6/30/21	No	10	10	mg/l	0.054	Erosion of natural deposits; runoff from fertilizer use; Leaching from sphalerite; sewage.		

Contaminant	Sample Date	Violation	MCL (or AL)	MCLG Units	Inorganic Contaminants		Likely Source of Contamination
					Contaminant Level	Contaminant Level	
<b>Oakwood Blvd Well</b>							
Barium	6/29/21	No	2	2	mg/l	0.088	Erosion of natural deposits; discharge of drilling wastes; discharge from metal refineries
Nickel	6/29/21	No	N/A	N/A	ug/l	1.2	Erosion of natural deposits
Zinc	6/29/20	No	5	N/A	mg/l	0.0125	Erosion of natural deposits; mining waste
Iron	6/29/20	Yes <sup>1</sup>	300	N/A	ug/l	430	Erosion of natural deposits
Manganese	6/29/20	No	300	N/A	ug/l	88.8	Erosion of natural deposits; landfill contamination
Sodium	6/29/20	No	N/A	N/A	mg/l	38.4	Erosion of natural deposits; road salt; water softeners; animal waste
Sulfate	6/29/21	No	250	N/A	mg/l	82.2	Erosion of natural deposits
Chloride	6/29/21	No	250	N/A	mg/l	109	Erosion of natural deposits; road salt
Nitrate	6/28/21	No	10	10	mg/l	0.092	Erosion of natural deposits; Runoff from fertilizer use; Leaching from septic tanks, seepage
<b>Radical Contaminants</b>							
<b>Berryfarm Well</b>							
Radium 226 & 228	6/6/17	No	5	0	pCi/L	1.49	Erosion of natural deposits
<b>Oakwood Blvd Well</b>							
Radium 226 & 228	6/27/17	No	5	0	pCi/L	2.18	Erosion of natural deposits
<b>Frank Road Well</b>							
Radium 226 & 228	6/9/20	No	5	0	pCi/L	1.121	Erosion of natural deposits
<b>Boysack Wells (Raw Water)</b>							
Radium 226 & 228	6/9/20	No	5	0	pCi/L	1.887	Erosion of natural deposits
<b>Vischot Ferry Wells (Raw Water)</b>							
Radium 226 & 228	6/9/20	No	5	0	pCi/L	0.578	Erosion of natural deposits
<b>Lead and Copper</b>							
Radium 226 & 228	6/9/20	No	5	0	pCi/L	0.415	Erosion of natural deposits
<b>Distribution System</b>							
Range of Detected Levels				90th Percentile <sup>2</sup>			
Lead	June 2021	No	(15)	0	ug/l	ND-7.2	Corrosion of household plumbing systems; Erosion of natural deposits
Copper	June 2021	No	(1.3)	1.3	mg/l	ND-1.14	Corrosion of galvanized pipes; Erosion of natural deposits

Disinfection Byproducts									
Contaminant	Sample Date	Violation	MCL (or AL)	MCLG	Units	Range of Detected Levels	Annual Average	Likely Source of Contamination	
<b>Total Trihalomethanes</b>									
State Farm - Malia	See Note 3	No	80	N/A	ug/l	Range: 39.0 - 79.0	Avg: 66.0	By-Products of drinking water chlorination.	
Blue Spruce Water Tank	See Note 3	No	60	N/A	ug/l	Range: 20.0 - 44.0	Avg: 37.5	By-Products of drinking water chlorination.	
Knightop Water Tank	See Note 3	No	80	N/A	ug/l	Range: 11.0 - 48.0	Avg: 37.5	By-Products of drinking water chlorination.	
Grooms Tavern	See Note 3	No	80	N/A	ug/l	Range: 22.0 - 44.0	Avg: 33.8	By-Products of drinking water chlorination.	
<b>Halacetic Acids</b>									
State Farm - Malia	See Note 3	No	60	N/A	ug/l	Range: 22.5 - 49.5	Avg: 32.9	By-Products of drinking water chlorination.	
Blue Spruce Water Tank	See Note 3	No	60	N/A	ug/l	Range: 25.4 - 94.0	Avg: 49.3	By-Products of drinking water chlorination.	
Knightop Water Tank	See Note 3	No	60	N/A	ug/l	Range: 7.1 - 41.0	Avg: 21.2	By-Products of drinking water chlorination.	
Grooms Tavern	See Note 3	No	60	N/A	ug/l	Range: 6.8 - 13.9	Avg: 10.2	By-Products of drinking water chlorination.	
<b>Synthetic Organic Contaminants</b>									
<b>Kings Road Well</b>									
Bis(2-ethylhexyl)phthalate	6/30/21	No	6	0	ug/l	1-1		Released into the environment from widespread use in commercial and industrial applications.	
<b>Vischer Ferry Wells (Raw Water)</b>									
Perfluorobiphenylsulfonic Acid	See Note 4	No	N/A	N/A	ng/l	Range: 0.839 - 1.12	Avg: 0.98	Released into the environment from widespread use in commercial and industrial applications.	
Perfluorohexanesulfonic Acid	See Note 4	No	N/A	N/A	ng/l	Range: 0.848 - 1.15	Avg: 1.06	Released into the environment from widespread use in commercial and industrial applications.	
Perfluorohexanoic Acid (PFHx)	See Note 4	No	N/A	N/A	ng/l	Range: ND - 0.401	Avg: 0.201	Released into the environment from widespread use in commercial and industrial applications.	
Perfluorooctanoic Acid (PFPO)	See Note 4	No	10	N/A	ng/l	Range: ND - 0.630	Avg: 0.277	Released into the environment from widespread use in commercial and industrial applications.	
Perfluorooctane sulfonic acid	See Note 4	No	10	N/A	ng/l	Range: 2.58 - 4.15	Avg: 3.24	Released into the environment from widespread use in commercial and industrial applications.	

During 2020, the CPWA exceeded the MCL for iron at the Oakwood well. In 2021, the CPWA exceeded the MCL for iron at the Kings Road well. We are required to present the following information. Iron is essential for maintaining good health. However, too much iron can cause adverse health effects. Drinking water with very large amounts of iron can cause nausea, vomiting, diarrhea, constipation and stomach pain. These effects usually diminish once the elevated iron exposure is stopped. A small number of people have a condition called hemochromatosis, in which the body absorbs and stores too much iron. People with hemochromatosis may be at greater risk for health effects resulting from too much iron in the body (sometimes called "iron overload") and should be aware of their overall iron intake. The New York State standard for iron in drinking water is 0.3 milligrams per liter and is based on iron's effects on the taste, odor and color of the water.

The CPWA took 28 lead and copper samples in 2021. A percentile is a value on a scale of 100 that indicates the percent of a distribution that is equal to or below it. The 90th percentile is equal to or greater than 90% of the values detected at your water system. If present, elevated levels of lead can cause serious health problems, especially for pregnant women, infants, and young children. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. The Clifton Park Water Authority is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-7791) or at <http://www.epa.gov/safewater/lead>.

Sampling for disinfection byproducts was conducted quarterly by the CPWA on 2/10/21, 5/11/21, 8/12/21, and 11/16/21 at four locations in the water system. 2021 sample results are shown for each location as a range of results as well as the highest quarterly locational running annual average (LRAA).

Sampling for Perfluorinated Alkyl Acids was done on 1/20/21, 4/20/21 and 10/27/21.

Every five years, the USEPA directs water suppliers to analyze samples for suspected drinking water contaminants that do not have health-based standards under the Safe Drinking Water Act. This information is used as a tool to determine if a contaminant should or should not be regulated in the future. In 2018 and 2019, the Clifton Park Water Authority monitored for 30 currently unregulated contaminants. The chart below shows those contaminants that were detected in 2019.

2019 UCMR4 Data

Disinfection Byproducts Group				
Contaminant	Sample Date	Units	Range	Average
<b>Boyack Road WTP Raw Water</b>				
Bromide	3/5/19, 6/10/19	ug/l	38 - 41.1	39.6
Total Organic Carbon	3/5/19, 6/10/20	mg/l	1.6 - 1.61	1.61
<b>State Farm Distribution System Sample Point</b>				
Bromochloroacetic Acid	3/14/19, 6/10/19 and 9/12/19	ug/l	0.553 - 0.75	0.63
Bromodichloroacetic Acid	3/14/19, 6/10/19 and 9/12/20	ug/l	0.62 - 1.13	0.84
Dichloroacetic Acid	3/14/19, 6/10/19 and 9/12/21	ug/l	8.01 - 14.5	10.27
Trichloroacetic Acid	3/14/19, 6/10/19 and 9/12/22	ug/l	16.5 - 24.3	21.5
<b>Blue Spruce Distribution System Sample Point</b>				
Bromochloroacetic Acid	3/14/19, 6/10/19 and 9/12/19	ug/l	0.64 - 1.90	1.17
Bromodichloroacetic Acid	3/14/19, 6/10/19 and 9/12/20	ug/l	0.78 - 1.87	1.22
Chlorodibromoacetic Acid	3/14/2019	ug/l		0.511
Dibromoacetic Acid	3/14/2019	ug/l		0.468
Dichloroacetic Acid	3/14/19, 6/10/19 and 9/12/21	ug/l	7.29 - 20.4	12.03
Trichloroacetic Acid	3/14/19, 6/10/19 and 9/12/22	ug/l	12.0 - 29.5	21.9
<b>Knolltop Distribution System Sample Point</b>				
Bromochloroacetic Acid	3/14/19, 6/10/19 and 9/12/19	ug/l	1.0 - 1.35	1.15
Bromodichloroacetic Acid	3/14/19, 6/10/19 and 9/12/20	ug/l	0.72 - 1.07	0.9
Chlorodibromoacetic Acid	3/14/2019	ug/l		0.948
Dibromoacetic Acid	3/14/2019	ug/l		0.96
Monochloroacetic Acid	6/10/2019	ug/l		2.1
Dichloroacetic Acid	3/14/19, 6/10/19 and 9/12/21	ug/l	1.67 - 26.0	13.29
Trichloroacetic Acid	3/14/19, 6/10/19 and 9/12/22	ug/l	1.95 - 36.7	19.7
<b>Grooms Tavern Distribution System Sample Point</b>				
Dichloroacetic Acid	6/10/2019	ug/l		1.5
Trichloroacetic Acid	6/10/2019	ug/l		7

Metals				
Berryfarm Treatment Plant Entry Point				
Manganese	6/10/2019	ug/l	96.3	
Kinns Road Treatment Plant Entry Point				
Manganese	6/10/2019	ug/l	15.2	
Oakwood Blvd Treatment Plant Entry Point				
Manganese	6/10/2019	ug/l	16	
Plank Road Treatment Plant Entry Point				
Manganese	6/10/2019	ug/l	87.2	
Boyack Road Treatment Plant Entry Point				
Manganese	3/5/2019	ug/l	1.1	
SCWA Intertie				
Manganese	3/5/19 and 6/10/19	ug/l	0.69 - 1.9	1.3
Semivolatiles				
Boyack Road Treatment Plant Entry Point				
Quinoline	3/5/2019	ug/l	0.021	
SCWA Intertie				
Quinoline	3/5/2019	ug/l	0.039	

Saratoga County Water Authority Water Supply Table of Detected Contaminants

Contaminant	Date of Sample	Violation (Yes/No)	MCL (AL) or (TT)	MCLG	Units	Contaminant Level Detected	Likely Source of Contamination
<b>Turbidity</b>							
Entry Point	6/8/2021	No	((1.0))	N/A	NTU	0.117	Soil Runoff
Transmission System	4/6/2021	No	((5.0))	N/A	NTU	0.18	Soil Runoff
Total Organic Carbon (TOC)	2021	No	TT	N/A	mg/l	4.38 (Avg. Raw) 1.88 (Avg. Treated)	Naturally present in the environment
<b>Inorganic Contaminants</b>							
Perfluorooctanoic Acid (PFOA)	2/17/2021	No	10	N/A	ng/l	0.612	Released into the environment from widespread use in commercial and industrial applications
Perfluorooctane Sulfonic Acid (PFOS)	2/17/2021	No	10	N/A	ng/l	0.504	Released into the environment from widespread use in commercial and industrial applications
Nitrate	2/23/2021	No	10	10	mg/l	0.14	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Manganese	4/8/2020	No	300	N/A	ug/l	2.0	Naturally present in the environment
Sodium	4/8/2020	No	270	N/A	mg/l	8.7 <sup>1</sup>	Naturally present in the environment. Road salt contamination
Chloride	4/8/2020	No	250	N/A	mg/l	11.3	Naturally present in the environment. Road salt contamination
Barium	2/23/2021	No	2	2	mg/l	0.005	Naturally present in the environment

<sup>1</sup> Water containing more than 20 mg/l of sodium should not be used for drinking by people on severely restricted sodium diets; 270 mg/l for people on moderately restricted sodium diets.

**Town of Glenville Water Supply Table of Detected Contaminants**

Contaminant	Date of Sample	Violation (Yes/No)	MCL (AL) or (T1)	MCLG	Units	Contaminant Level Detected	Likely Source of Contamination
<b>Inorganic Contaminants</b>							
Nitrate	10/15/2021	No	10	10	mg/l	0.23	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Barium	10/20/2021	No	2	2	mg/l	0.024	Soil Runoff
Sodium	9/15/2021	No	N/A	N/A	mg/l	30.0 <sup>1</sup>	Naturally present in the environment. Road salt contamination

<sup>1</sup> Water containing more than 20 mg/l of sodium should not be used for drinking by people on severely restricted sodium diets; 270 mg/l for people on moderately restricted sodium diets.

Halfmoon Consolidated Water District

Water Purchased from City of Troy - Table of Detected Contaminants

Contaminant	Date of Sample	Violation (Yes/No)	MCL (AL) or (TT)	MCLG	Units	Contaminant Level Detected	Likely Source of Contamination
<b>Microbiological Contaminants</b>							
Turbidity	Daily	No	((5.0))	N/A	NTU	Avg. - 0.54 Range - 0.07 - 2.8	Soil Runoff
<b>Inorganic Contaminants</b>							
Fluoride	Daily	No	2.2	N/A	mg/l	Avg. - 0.81 Range - 0.16 - 0.96	Erosion of natural deposits; discharge from fertilizer; water additive that promotes strong teeth
Nitrate	7/1/2021	No	300	N/A	ug/l	0.1	Naturally present in the environment
Sodium	7/1/2021	No	270	N/A	mg/l	11.7	Naturally present in the environment. Road salt contamination
Sulfate	7/1/2021	No	250	N/A	mg/l	18.3	Naturally present in the environment
Chloride	7/1/2021	No	250	N/A	mg/l	22.8	Naturally present in the environment. Road salt contamination
Barium	7/1/2021	No	2	2	mg/l	0.0302	Naturally present in the environment
<b>Radiological Contaminants</b>							
Gross Beta Particles	3/11/2016	No	4	0	pCi/l	0.681	Erosion of natural deposits; discharge from fertilizer; water additive that promotes strong teeth
Radium 226	3/11/2016	No	5	0	pCi/l	0.456	Naturally present in the environment
Uranium	3/11/2016	No	30	0	ug/l	0.167	Naturally present in the environment

<sup>1</sup> Water containing more than 20 mg/l of sodium should not be used for drinking by people on severely restricted sodium diets; 270 mg/l for people on moderately restricted sodium diets.

## 2021 PUMPAGE AND FINANCIAL STATISTICS

TOTAL GALLONS PUMPED	1,262,343,000
QUANTIFIABLE LOSSES:	
Flushing Program	25,000,000
Flushing New Mains, Etc	2,000,000
TOTAL GALLONS BILLED	<u>1,103,284,500</u>
TOTAL GALLONS ACCOUNTED FOR	1,130,284,500
LOST AND UNACCOUNTED FOR WATER	10.5%
AVERAGE DAILY PUMPAGE FOR 2021	3.46 MGD
PEAK DAILY PUMPAGE - 5/23/2021	7.57 MG

### FINANCIAL SUMMARY

2021 WATER SALES	\$4,605,318
BASIC SERVICE CHARGE	\$1,054,644
ALL OTHER SOURCES	\$ 813,277
TOTAL REVENUES	<u>\$6,473,239</u>

### EXPENDITURES

TOTAL OPERATING EXPENSES	\$3,739,200
DEBT SERVICE	\$1,987,413
RESERVE FOR CAPITAL PROJECTS	\$ 746,626
TOTAL EXPENDITURES	<u>\$6,473,239</u>

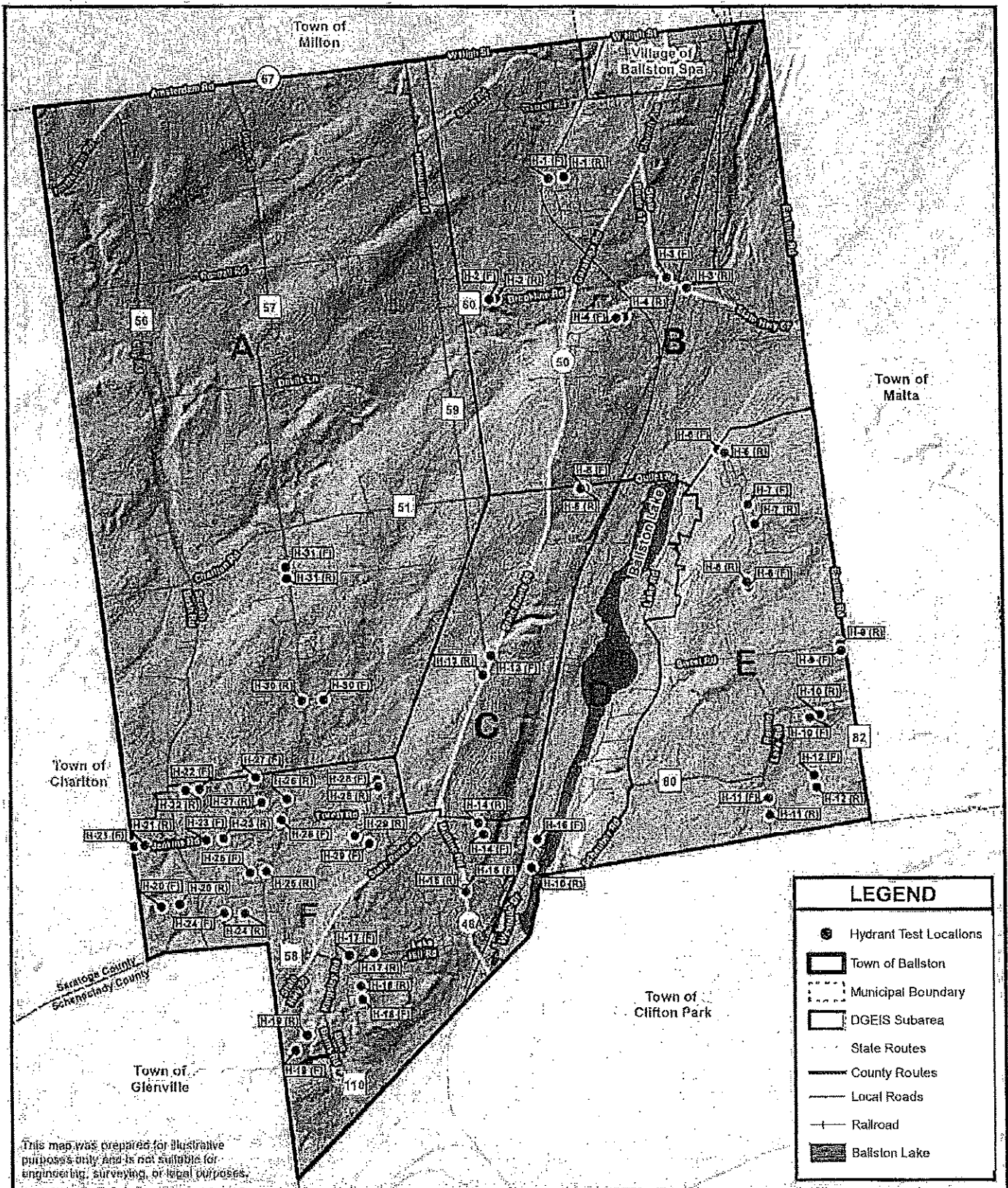
### Average Annual Residential Charge For Water Service

The average residential customer on the Clifton Park Water Authority system used 75,000 gallons per year in 2021 at a cost of \$371.25. In 2021, the water rate for CPWA customers was \$4.03 per thousand gallons, with a quarterly basic service charge of \$17.25.


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**Appendix L**  
**Hydrant Flow Test Data**

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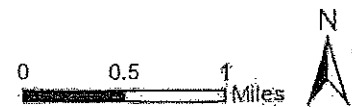
This map was prepared for illustrative purposes only and is not suitable for engineering, surveying, or legal purposes.

 **Engineering and Land Surveying, P.C.**  
1313 Cornwall Road • Clifton Park, NY 12045

# Town of Ballston DGEIS

## Hydrant Test Locations

December 2021



## HYDRANT FLOW TEST REPORT

LOCATION: East Line Road, Town of Ballston

DATE: 10/5/2021

TEST MADE BY: Mitchell Brower & Briana Fitzgerald

TIME: 11:34 AM

REPRESENTATIVE OF: M.J. Engineering and Land Surveying, P.C.

WITNESS: \_\_\_\_\_

STATE PURPOSE OF TEST: Water Gems Model Calibration

LIST SYSTEM CONDITIONS THAT COULD AFFECT TEST:

FLOW HYDRANT NO.: #376 Tag

Flow 1130 - 1190 = 1160 avg GPM

PRESSURE HYDRANT NO.: #4 Map / #375

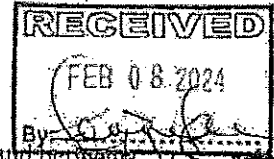
Static ( $P_s$ ) 58 psi

Residual ( $P_r$ ) 48 psi

Projected Flow at 20 psi = \_\_\_\_\_  $GPM = Q_1 \times \left( \frac{P_s - 20}{P_s - P_r} \right)^{0.54}$

LOCATION MAP: See Overview Map





THIS AGREEMENT is made \_\_\_\_\_, 2023, ("Effective Date"), by and between \_\_\_\_\_, (hereinafter "Developer") of an approved subdivision located within the Town of Malta, County of Saratoga and State of New York (hereinafter referred to as "Mountain View Meadows"), and the Clifton Park Water Authority, a municipal water utility corporation located within the County of Saratoga, State of New York (hereinafter referred to as "CPWA"), with offices located at, 6601 Clifton Park Center Road, New York, 12065, (or at times referred to collectively as "the parties").

WITNESSETH

WHEREAS, the Developer desires water services from the CPWA and the CPWA desires to provide such services to Mountain View Meadows pursuant to the terms and conditions of this Agreement; and

WHEREAS, the CPWA has an intermunicipal agreement with the Town of Malta, which allows the CPWA to provide water to a portion of the Town of Malta, including the area of the Mountain View Meadows Subdivision.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- I. The foregoing recitals are incorporated herein with full force and effect. The CPWA shall supply potable water to the residents of Mountain View Meadows in accord with the terms and conditions set forth in this Agreement.
- II. Developer shall install a connection to the 16-inch diameter water main, located on Eastline Road, with a meter vault and building, and shall also install a connection to the existing 8-inch diameter water main located on Surrey Lane, designed in accordance with the Saratoga County Water Authority and CPWA requirements, before the issuance of the first water meter.
- III. The cost of an eight (8) inch diameter secondary connection approximately 2,600 linear feet in length shall be transferred to the CPWA in accordance with Sections IV and V, of this Agreement, for future utilization for projects enhancing the supply of water to the Eastline Road area and the CPWA water system. The method for the cost determination of the eight (8) inch diameter secondary connection shall be mutually agreed upon by the CPWA and the developer. Developer's engineer will fully design the eight (8) inch secondary connection to an "as built" standard and Developer will also provide a certified survey of where the water main is to be installed in relation to the driving lanes on Eastline Road. After the engineering design and survey have been received and reviewed, in connection with construction of the eight (8) inch diameter secondary connection, Developer and CPWA shall solicit bids from three (3) different, mutually agreeable contractors engineering firms. Both Developer's and CPWA's engineers shall jointly review the design, survey and estimates received and shall confirm and approve the estimates and ultimately determine a reasonable and appropriate cost estimate for construction of the eight (8) inch diameter secondary connection. The total cost for the eight (8) inch diameter secondary connection is to be determined prior to any construction taking place.
- IV. The sum of Twenty Thousand (\$20,000.00) Dollars, shall be paid to the CPWA by the Developer prior to building permit issuance for the first home within the Mountain View Meadows

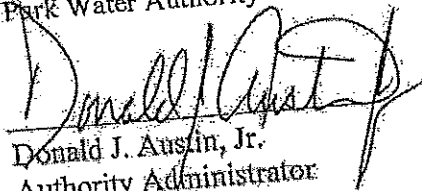
Subdivision: Said sum shall be credited to the total cost of the construction of the approximate 2,600 linear feet long eight (8) inch diameter secondary connection as established in Section III of this Agreement.

- V. The balance of the total estimated cost of construction of the eight (8) inch diameter secondary connection shall be paid in an equal payment for each of the first sixty (60) lots within Mountain View Meadows.
- VI. The fee per lot for construction of the eight (8) inch diameter secondary connection shall be collected at the time of purchase and issuance of each individual water meter.
- VII. Developer is responsible for paying all normal hookup, permitting, and service fees in accordance with CPWA rules and policies.
- VIII. This Agreement may only be changed or modified in writing executed by the parties. If any provision hereof is held to be invalid or unenforceable, the remaining provisions shall still be valid and binding on both parties.
- IX. Should any disputes arise related to this Agreement, the parties agree to communicate the matters of dispute in writing and both parties shall thereafter meet so as to provide the opportunity for discussion and possible resolution prior to the commencement of any litigation.
- X. This Agreement shall be binding upon the parties, their lawful successors.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the official seal to be affixed.

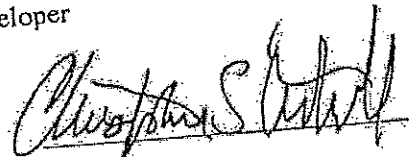
Clifton Park Water Authority

By:

  
Donald J. Austin, Jr.  
Authority Administrator

Developer

By:



# **RESOLUTION**

**#3**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Supervisor to sign a Lease Agreement with Fruitful Vine Christian Church, for rental of the top floor of the Burning Bush Clubhouse.

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

WHEREAS, pursuant to Town Law 64 2 (a) the Town Board is authorized to lease Town-owned property; and

WHEREAS, Fruitful Vine Christian Church wishes to rent the top floor of the Burning Bush Clubhouse for a term of twelve (12) months, lease to expire on May 19, 2025, at an annual rent of \$21,600; and

WHEREAS, the Tenant may elect to remain in possession of the property after May 19, 2025, as a month-to-month Tenant for up to twelve (12) consecutive months; now therefore be it

RESOLVED, that the Supervisor is hereby authorized to sign the attached Lease Agreement with Fruitful Vine Christian Church for rental of the top floor of the Burning Bush Clubhouse, pending the Town Attorney’s review of a Certificate of Insurance naming the Town of Clifton Park as certificate holder.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, May 17, 2024 2:01 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 #808

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.org](mailto:czlogar@cliftonpark.org)

**Sponsor:** P. Barrett

**Agenda Session Date:** ~~05/06/2024~~ 5/20/2024

**Board Meeting Date:** ~~05/20/2024~~ 6/03/2024

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

**Budget Number:** N/A

**Budget Description:** N/A

**Amount:** N/A

**Brief Description:** Renew the lease agreement with Fruitful Vine Christian Church for the space they occupy at the Burning Bush Pool building.

**Add Supporting Docs:**

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

**Agree to Terms:** Agree

[unsubscribe](#)

**THIS AGREEMENT OF LEASE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between

The Town of Clifton Park, a municipal corporation having its offices at 1 Town Hall Plaza, Clifton Park, NY 12065, as Landlord

And,

The Fruitful Vine Christian Church

**WITNESSETH:** The Landlord hereby leases to the Tenant the following premises:

Top floor of the Burning Bush Club House, Burning Bush Blvd,  
Town of Clifton Park, New York

for the term of 12 Months to commence from May 20, 2024 and to end on May 19, 2025, to be used and occupied only for

A Church, Daycare, and their related offices.

**1st. RENT**

That the Tenant shall pay the annual rent of \$21,600 per year, upon the conditions and covenants following: said rent to be paid in equal monthly payments in advance on the 1st day of each month and every month during the term aforesaid, as follows: \$1800 per month.

**2nd. CARE and REPAIR**

That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense, make all repairs and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements expected.

**3rd. TENANT SHALL COMPLY WITH REGULATIONS and ORDINANCES**

That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

**4th. NO ASSIGNMENT OF LEASE WITHOUT WRITTEN CONSENT OF LANDLORD**

That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or

underlet or underlease the premises, or any part thereof or make any alterations to the premises, without the Landlord's consent in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and be determined at the option of the Landlord as if it were the expiration of the original term.

#### **5th. NOTICE OF ACCIDENT, DAMAGE OR DEFECTIVE CONDITION; RESPONSIBILITIES OF TENANT**

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable. If part of the premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the premises is usable. Landlord need only repair the damaged structural parts of the premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. Landlord may cancel this lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the lease is canceled, Landlord is not required to repair the premises or building. The cancellation does not release Tenant of liability in connection with the fire or casualty. The Section is intended to replace the terms of New York Real Property Law Section 227.

#### **ACCESS TO EXAMINE PREMISES**

**6th.** The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

**7th.** The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

#### **8th. CONDITIONS UNDER WHICH LANDLORD MAY REPOSSESS PREMISES**

That if the said premises or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may reenter the said premises by force, summary proceedings, or otherwise, and remove all persons there from, without being liable to prosecution therefore, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

#### **9th. LIABILITY FOR PLATE GLASS WINDOWS**

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills for the premiums therefore shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereon shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

#### **10th. DUTY TO KEEP ENTRANCES AND WALKWAYS FREE OF OBSTRUCTIONS**

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

#### **11th. PLACEMENT OF SIGNS**

The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except moveable signs for days of service pursuant to paragraph 33.

#### **12th. LANDLORD EXEMPT FROM LIABILITY**

That the Landlord is exempt from any and all liability for any damage or injury to person or property cause by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

### **13th. IF DEFAULT BE MADE**

That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

### **14th. LEASE SHALL NOT BE A LIEN AGAINST PREMISES**

That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of the lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expenses or damage and the term hereby granted is expressly limited accordingly.

### **15th. SECURITY DEPOSIT**

The Tenant has this day deposited the sum of \$ ----0----as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

**16th.** The security deposited under this lease shall not be mortgaged assigned or encumbered by the Tenant without the written consent of the Landlord.

### **17th. RIGHTS OF LANDLORD IF TENANT DEFAULTS**

It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all of their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors, or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate the lease and the term hereof, on giving to the Tenant five days'

notice in writing of the Landlord's intention so to do, and the lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

**18th. TENANT SHALL NOT DO ANYTHING TO INCREASE LANDLORD'S FIRE INSURANCE PREMIUM**

That the Tenant will not nor will the Tenant permit under tenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

**19th. NON-WAIVER**

The failure of the Landlord 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 Landlord 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.

**20th. EMINENT DOMAIN**

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

**21st. ABANDONED PROPERTY**

If, after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

**22nd. TENANT LIABLE FOR ENTIRE RENT**

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the reentry of the Landlord under the terms and covenants contained in this lease, or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly

payments the rent that accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay for damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

### **23rd. TENANT WAIVES RIGHTS TO REDEEM**

The Tenant waives all rights to redeem under any law of the State of New York.

**24th.** This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental prevention in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

### **25th. TENANT'S OBLIGATION FOR RENT SHALL NOT CEASE DUE TO INABILITY OF LANDLORD TO PROVIDE SERVICES OR REPAIRS**

No diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of reasonably necessary repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs nor improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

### **26th. AVAILABILITY OF PREMISES FOR POSSESSION BY TENANT**

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

**27th. SERVICES INCLUDED IN RENT**

Rent to include snow removal, taxes, mechanical maintenance, water and sewer. (Tenant responsible for all costs associated with telephone, janitorial services, heat and utilities.)

**28th. TENANT SHALL MAINTAIN LIABILITY INSURANCE**

As additional rental during the lease term, Tenant shall place and cause to be placed and maintained, for the benefit of the Landlord and Tenant 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 Landlord. Tenant is also responsible to maintain its' own rental and contents insurance.

**29th. This paragraph intentionally left blank.**

**30th. CONDITION OF PREMISES UPON TENANT'S POSSESSION**

Premises to be in move-in condition ready, within reason, free of holes and major stains, etc.; Landlord not responsible to paint interior.

**31st. CONDITIONS AFFECTING COMMENCEMENT OF TERM**

This lease will not commence until all necessary governmental approvals are in place to occupy this building for the stated use.

**32nd. ADDITIONAL PARKING**

Tenant may at its sole option and cost, seek approval for additional parking. This will not, however in any way affect any terms of this Lease.

**33rd. PLACEMENT OF SIGNS**

Tenant may only place moveable signs at the walkway in front of the building and at the entrances to the property from Burning Bush Boulevard on days when congregational services are held. Signs on or displayed in windows are prohibited.

**34th. INFORMATION ON THE GLASS DOOR**

Tenant may place their name or other information on the glass door provided if it meets with code enforcement.

**35th.** Tenant may cancel this Lease with 60 days prior written notice if the tenant can provide evidence of financial hardship.

**36th.** Tenant agrees not to hold special events on days when regular congregational services are held, between the Friday of each Memorial Day weekend and Labor Day of each year, during hours when the Town pool is open.

**37th.** Tenant agrees to defend, indemnify and hold Landlord harmless against any claims resulting from the acts or omissions of Tenant, its agents, or any Subleases.

**38th.** Tenant may elect to remain in possession of the property after May 19, 2025 as a month to month tenant for up to twelve (12) consecutive months by giving Landlord notice of Tenant's intent to remain or vacate at least thirty (30) days before the end of the Lease term or before.

And the said Landlord doth covenant that the said Tenant, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

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

**IN WITNESS WHEREOF**, the Landlord and Tenant have duly executed this lease the day and year first above written.

**LANDLORD**

**TENANT**

TOWN OF CLIFTON PARK

Fruitful Vine Christian Church

BY: \_\_\_\_\_

BY: \_\_\_\_\_

# **RESOLUTION**

**#4**

Resolution No. \_\_\_\_\_ of 2024, a resolution hiring a Part-time Dispatcher for the Town of Clifton Park Senior Van Department.

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

WHEREAS, an open position exists for a Part-time Dispatcher, and

WHEREAS, Leslie Bell, of Halfmoon, NY, has been recommended to fill the position; now, therefore, be it

RESOLVED, that Leslie Bell, Halfmoon, NY, be appointed to fill the position of part-time Senior Van Dispatcher, at Grade 2, Step 1, to be paid \$19.87/hr., from A-6772-E4000 (General Fund-Community Support-Part-time laborers), effective June 4, 2024.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, May 31, 2024 11:15 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 Employee Resolution Request #820

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:** 06/03/2024 ✓  
**Board Meeting Date:** 06/03/2024 ✓  
**Alternate Date:** 06/17/2024  
**Budget Number:** see mark  
**Budget Description:** Senior Van  
**Amount:** \$19.87 per hour  
**Brief Description:** an opening exists for a PT Senior Van Dispatcher. Would like to hire Leslie Bell  
**Add Supporting Docs:**  
**Additional Comments/Details:** See posting and application  
**Agree to Terms:** Agree

[unsubscribe](#)

**RESOLUTION**  
**#5**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the retention of MJ Engineering and Land Surveying for consulting services associated with a project for new equipment at the Locust Lane Playground.

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

WHEREAS, the Clifton Knolls Park District Committee has asked the Director of Buildings, Parks and Recreation, Dan Clemens, to initiate action to upgrade playground equipment at Locust Lane, and

WHEREAS, MJ Engineering has submitted a quote in the amount of \$11,500 for the engineering work associated with producing plans and specifications, preparation of bid documents and bid phase services, along with the conduct of meetings with the Town and stakeholders and site visits necessary for the planning, and execution of bid documents and bid phase services necessary to advance the project, and

WHEREAS, Mr. Clemens advises that MJ Engineering has completed similar playground equipment upgrade projects for the Town, and has successfully planned, specified, and prepared bid documents of a similar nature in each case, and advises that the quoted fee is consistent with the work required for the project, and

WHEREAS, the supervisor is authorized to procure the services of professional engineering and consulting firms by the town's procurement policy and by Resolution No. 1 of 2024; now, therefore, be it

RESOLVED, that Mr. Clemens is authorized to notify MJ Engineering to proceed on the project as quoted in their April 15, 2024 correspondence, attached, and be it further

RESOLVED, that the supervisor is authorized to sign a contract with MJ Engineering and Land Surveying P.C. consistent with their quote as attached to be paid with a transfer from SP3-00915 (Clifton Knolls Park District-Assigned Fund Balance) to SP3-07131-00135 (Clifton Knolls Park District- Clifton Knolls – Engineering).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, May 10, 2024 12:21 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 Resolution Request #794

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:** 05/20/2024 ✓

**Board Meeting Date:** 06/03/2024 ✓

**Alternate Date:** 06/17/2024

**Budget Number:** SP3-7131-00135

**Budget Description:** Clifton Knolls Park District - Engineering

**Amount:** 11,500

**Brief Description:** Authorize the Supervisor to sign an agreement with MJ Engineering for design and bidding of new playground at Locust Lane

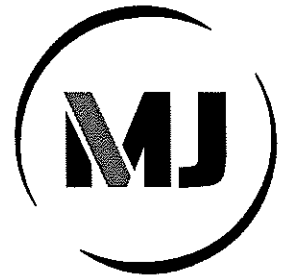
**Add Supporting Docs:**

[d07c1e38411a85f1\\_2024184\\_T\\_of\\_Clifton\\_Park\\_Locust\\_Lane\\_Playground\\_Proposal\\_04152024.pdf](#)

**Additional Comments/Details:** none

**Agree to Terms:** Agree

[unsubscribe](#)



April 15, 2024

Mr. Daniel Clemens  
Buildings and Grounds Supervisor  
Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065

Re: Locust Lane Playground  
Town of Clifton Park  
**MJ Proposal No. 2024184 for Engineering Services**

Dear Mr. Clemens:

M. J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Clifton Park (Town) this proposal for professional engineering services for improvements to the Locust Lane Playground. MJ's project understanding and associated Scope of Services are included below.

### **PROJECT UNDERSTANDING**

---

Based upon the email received on March 21, 2024, MJ understands that the Town is seeking professional services to complete contract documents for bidding, including plans and specifications for reconstruction of the Locust Lane playground, which is approximately 5-feet by 25-feet in size. MJ offers the following Scope of Services.

### **SCOPE OF SERVICES**

---

#### **Task 1 – Kickoff Meeting and Condition Assessment**

MJ will coordinate a kickoff meeting with the Town and stakeholders and conduct a site visit to review existing conditions, take measurements, and draft a scope of work for proposed improvements. MJ will distribute a brief meeting summary clearly indicating the understandings reached at the meeting.

#### **Task 2 – Project Documents**

MJ will prepare plans, specifications and bid documents, certified by a licensed engineer ready for public bidding. MJ will also provide a budget estimate based upon the proposed improvements. We assume up to two progress meetings will be required to review the scope of work and address any questions or comments from the Town.

#### **Task 3 – Bid Phase Services**

MJ will provide bid phase services to include answering questions from potential bidders, issuing any required addenda, attend the bid opening, review the low bidder's qualifications, recommend award to Town Board, and coordinate the execution of contract documents.



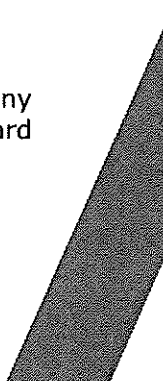
21 Corporate Drive  
Clifton Park, NY 12065



518.371.0799  
mj@mjteam.com  
mjteam.com



Fishkill, NY  
Levittown, NY  
Picatinny, NJ  
Melbourne, FL





**Task 4 – Construction Phase Services**

MJ will provide construction phase services including the coordination of and attendance at the pre-construction/coordination meeting with the low bidder and Town, review of material submittals, review of payment requests, and coordination of closeout paperwork.

**FEE**

---

MJ proposes to complete the above-listed services for the following lump sum fees.

<b>Task 01:</b> Kickoff meeting and Condition Assessment .....	\$ 1,500
<b>Task 02:</b> Project Documents .....	\$ 5,000
<b>Task 03:</b> Bid Phase Services .....	\$ 2,000
<b>Task 04:</b> Construction Phase Services .....	\$ 3,000
<b>Total Estimated Fee: \$11,500 *</b>	

The estimated fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ’s control.

**ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL**

---

This proposal has been prepared assuming the following:

1. Base mapping for the project will be developed from aerial imagery and available NYS data sets. Topographic and boundary survey is not included.
2. Construction inspection and construction materials testing services are excluded from this scope of work.

**SUMMARY**

---

Thank you for the invitation to submit this proposal. Receipt of the Town’s formal written authorization to proceed will permit us to commence the work outlined above. We look forward to the opportunity to work with the Town on this project. Should you have any questions or concerns, please do not hesitate to contact Jenny Lippmann at (518) 371-0799x462 or at [jlippmann@mjels.com](mailto:jlippmann@mjels.com).

Sincerely,

Michael D. Panichelli, P.E.  
President



**AUTHORIZATION TO PROCEED**

---

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described above, and in accordance with the Consultant Agreement between MJ and the Town of Clifton Park.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **RESOLUTION**

**#6**

Resolution No. \_\_\_\_\_ of 2024, a resolution correcting the promotion of Michael Barber to Barney Road Golf Course Superintendent in the Buildings and Grounds Department.

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

WHEREAS, by Resolution No. 51 of 2024, Mr. Barber was promoted from the position of Motor Equipment Operator (MEO) Light to Barney Road Golf Course Superintendent, and

WHEREAS, this resolution erroneously omitted that a Civil Service exam exists for the Golf Course Superintendent position, and

WHEREAS, Saratoga County does not have a current Eligibles List for this position, and

WHEREAS, Mr. Barber's promotion is provisional pending the next sitting of the Civil Service exam for this position; now therefore be it

RESOLVED that Michael Barber is hereby promoted provisionally to the position of Barney Road Golf Course Superintendent, Grade 6, Step 1 (\$57,409, \$27.39/hr), effective April 1, 2024.

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Wednesday, May 29, 2024 11:09 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 #817

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:** 06/03/2024 ✓

**Board Meeting Date:** 06/03/2024 ✓

**Alternate Date:** 06/17/2024

**Budget Number:** na

**Budget Description:** na

**Amount:** 0

**Brief Description:** It has been determined that a Civil Service Exam exists for the position of Golf Course Superintendent.

Saratoga County does not have a current Eligibles List therefore Michael Barber can be appointed provisionally to this position and will be appointed permanently upon successful completion of the exam. Michael's provisional appointment should be dated effective April 1, 2024.

**Add Supporting Docs:**

**Additional Comments/Details:** This is a correction to Michael's original appointment to the position at the March 4, 2024 TB meeting effective April 1, 2024

**Agree to Terms:** Agree

[unsubscribe](#)

Resolution No. 51 of 2024, a resolution authorizing the promotion of Michael Barber from the position of Motor Equipment Operator (MEO) Light to Barney Road Golf Course Superintendent in the Buildings and Grounds Department.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, recommends that Michael Barber be promoted from MEO Light to Barney Road Golf Course Superintendent; now, therefore, be it

RESOLVED, that Michael Barber is hereby upgraded to Golf Course Superintendent, Grade 6, Step 1 (\$57,409, \$27.39/hr), effective April 1, 2024; and be it further

RESOLVED, that the Town Board authorizes a transfer from Contingency in the amount of \$15,510; and be it further

RESOLVED, that the allocation of transfers be made in accordance with the attached Schedule A.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

March 4, 2024

---

Teresa Brobston, Town Clerk

# **RESOLUTION**

**#7**

Resolution No. \_\_\_\_\_ of 2024, a resolution to authorize the purchase of twenty-five (25) new folding picnic tables to be used for the Town's full-day summer camp at the Clifton Common.

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

WHEREAS, Mike Woerner, Director of Parks and Recreation, recommends the purchase of the new picnic tables for the full-day summer camp as many of the current tables are broken and can not be repaired, and

WHEREAS, vendors were contacted for pricing and availability and Home Depot showed lowest price with availability, at a cost not to exceed \$6,250; now therefore be it

RESOLVED, the Town is authorized to purchase twenty-five (25) new folding picnic tables from Home Depot, to be used for the Town's full-day summer camp at the Clifton Common, at a cost not to exceed \$6,250, to be paid from A-07320-00099 (General Fund – Full Day Camp- Day Camp Expense).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Monday, May 13, 2024 9:17 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 Pagniello; Teresa Brobston; Walter Smead; Kelly Miller  
**Subject:** New Resolution Request #797

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:** 05/20/2024 ✓

**Board Meeting Date:** 06/03/2024 ✓

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

**Budget Number:** A-7320-044

**Budget Description:** purchase new picnic tables for camp

**Amount:** 6250

**Brief Description:** purchase 25 new folding picnic tables for full day camp. We don't have enough currently as many are old/broken and not able to be repaired

**Add Supporting Docs:**

[98156aac21a5ca55\\_full\\_day\\_picnic\\_tables.pdf](#)

**Additional Comments/Details:** HOME DEPOT has enough currently in stock

**Agree to Terms:** Agree

[unsubscribe](#)

Town of Clifton Park  
Parks and Recreation

Quotes

Date: 5/9/24 → For Agenda Meeting -
Description: 6' picnic table for Full day
Vendor: Home depot Quote: \$250/table x 25 = 6250 *
Vendor: Grainger Quote: \$723/table = 18025
Vendor: Global Quote: \$305/table = 7625
Vendor: Uline Quote: \$311/table = 7775
Vendor Quote No
Awarded To: Home Depot



Clifton Park 10PM 12065



Clifton Park 10PM 12065

Shop All Services DIY Me

... / [Outdoors](#) / [Patio Furniture](#) / [Patio Tables](#) / [Picnic Tables](#)

Internet # 204720808 Model # 60105 Store SKU # 1000317597

Top Rated

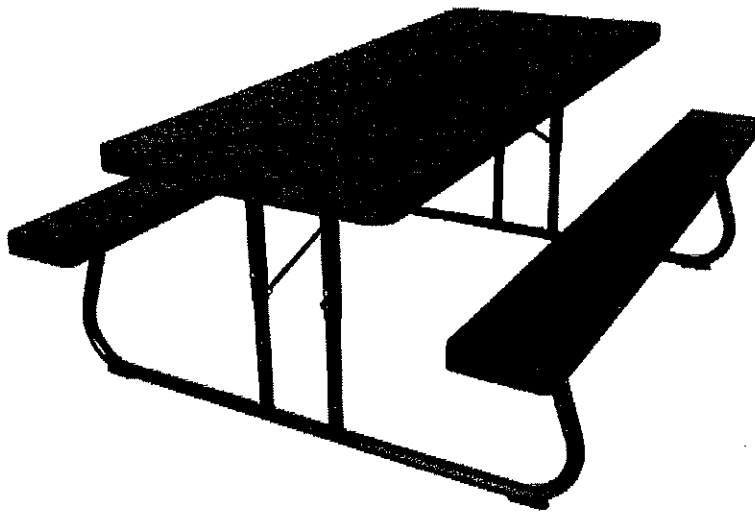
Lifetime

### 6 ft. Wood Grain Folding Picnic Table

★★★★☆ (512) Questions & Answers (47)

♡ 98

Live Chat  
Feedback



Hover Image to Zoom

Share Print

# \$248<sup>00</sup>

Pay \$223.00 after \$25 OFF your total qualifying purchase upon opening a new card. Apply for a Home Depot Consumer Card

- Durable steel legs hold up to 1000 lbs.
- Comfortably seats eight people for easy entertaining


- Folds flat for easy storage and transportation
- [View More Details](#)

Pickup at Clifton Park

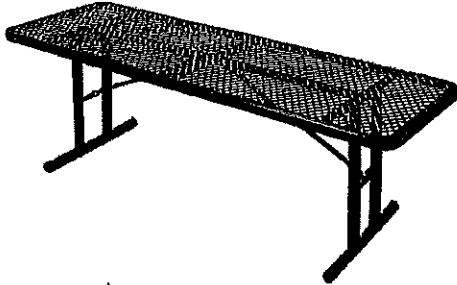
Delivering to 12065

<b>Ship to Store</b> Jun 7 - Jun 12 143 available <b>FREE</b>	<b>Delivery</b> Wednesday, May 22 143 available
--	---

- | 1 | + | **Add to Cart**

 **Free & Easy Returns In Store or Online**  
Return this item within 90 days of purchase. [Read Return Policy](#)

## Loading Recommendations



**ULTRASITE Outdoor Table:  
Green, Expanded Metal, 29  
in Overall Ht, 30 in Overall  
Wd, 96 in Overall Lg**

Item 13R050  
Mfr. Model 238U-V8-Green

Tabletop Color Green

Compare

**Product Details**    Catalog Page N/A

- Brand **ULTRASITE**
- Product Type **Outdoor Table**
- Shape **Rectangle**
- Overall Length **96 In**
- Overall Width **30 In**
- Overall Height **29 In**
- Tabletop Color **Green**
- Frame Color **Green**
- Tabletop Material **Expanded Metal**
- Tabletop Construction **Expanded**
- Tabletop Texture **Diamond Mesh**
- Frame Material **Steel**
- Frame Finish **Powder Coated**
- Includes Umbrella Hole **No**
- Weight Capacity **300 lb**
- Assembly **Unassembled**
- Resistance Properties **UV Resistant**

Web Price   
~~\$799.66~~ / each

This item requires special shipping,  
additional charges may apply.

Qty  
1

**Add to Cart**

Ship

Picku  
p

Ships from supplier.  
Expected to arrive by end of  
Jun, 2024.

Ship to 12065 | [Change](#)

Shipping Weight **220 lbs**  
[Ship Availability Terms](#)

[Add to List](#)

**G** **Alternate Products**



**ULTRASITE Outdoor Table:  
Green, Steel, 29 in Overall Ht,  
30 in Overall Wd, 96 in Overall  
Lg, Steel**  
Item 13R054

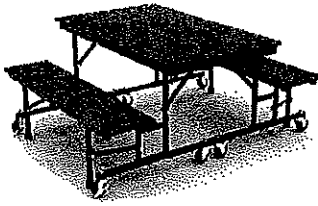
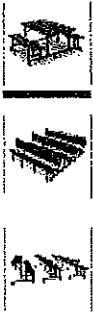
Compare

Web Price   
~~\$899.74~~ / each

Qty  
1

**Add to Cart**

Convertible Bench Tables / PALMER HAMILTON Convertible Bench Table...



**PALMER HAMILTON  
Convertible Bench Table:  
Cherry, 96 in Overall Wd, 29  
in Overall Ht**

Item 39CE26

Mfr. Model 34M13291508-EG-KDC-B

Compare

**Product Details**    Catalog Page N/A

Brand PALMER HAMILTON

Product Type Convertible Bench Table

Overall Height 29 in

Overall Width 96 in

Overall Depth 30.5 in

Tabletop Color Cherry

Frame Color Black

UNSPSC 56101519

Country of Origin USA (subject to change)

Web Price

~~\$1,749.11~~ / each

This item requires special shipping,  
additional charges may apply.

Qty  
1

**Add to Cart**

Ship

Picku  
p

Ships from supplier.  
Expected to arrive by end of  
Aug, 2024.

Ship to 12065 | [Change](#)

Shipping Weight 256 lbs

[Ship Availability Terms](#)

[Add to List](#)

**Compliance & Restrictions**

This item is restricted for  
international sale.

**Documents**

Palmer Hamilton Convertible  
Bench/Table Operating  
Instructions

Chat with an Agent

~~\$315.95~~

Global

**Save more with bulk order discounts**

**QUANTITY**

**PRICING**

Buy 1 unit – 4 units

\$315.95

Buy 5+ units

\$299.95

Save \$16.00 (5%)

**SELECT COLOR**



- ✓ Evenly-distributed & strong bench weight capacity of 600 lbs.
- ✓ Foldable for easy setup and storage.
- ✓ Tabletop is UV protected, stain-resistant, and water resistant.

**See more details**

Easy online or call-in returns. [Read return policy](#)

**Product Description**

- ✓ Evenly-distributed & strong bench weight capacity of 600 lbs.
- ✓ Foldable for easy setup and storage.
- ✓ Tabletop is UV protected, stain-resistant, and water resistant.

Need a picnic table for temporary outdoor events or locations? The Global Industrial™ 6' Folding Plastic Picnic Table in White is a simple and practical choice. This all-in-one foldable picnic table and bench set is lightweight and features a smooth easy-to-clean surface. Made with high density polyethylene, the tabletop is UV protected and is both stain and water-resistant. Rust-resistant power coated steel frame is built to fold flat for easy set up and storage. Tabletop features an opening to accept an umbrella with a pole of up to 1-1/2" diameter. Easy Assembly. Portable mount included. 1-Year Limited Warranty.

- Overall Dimensions: 71"L x 53"W x 29"H
- Table Dimensions: 71"L x 29"W x 29"H
- Bench Dimensions: 71"L x 12"W x 18"H
- Folded Dimensions: 71"L x 53"W x 3"H

## Assembly instructions (1)



Instructions



## Specifications

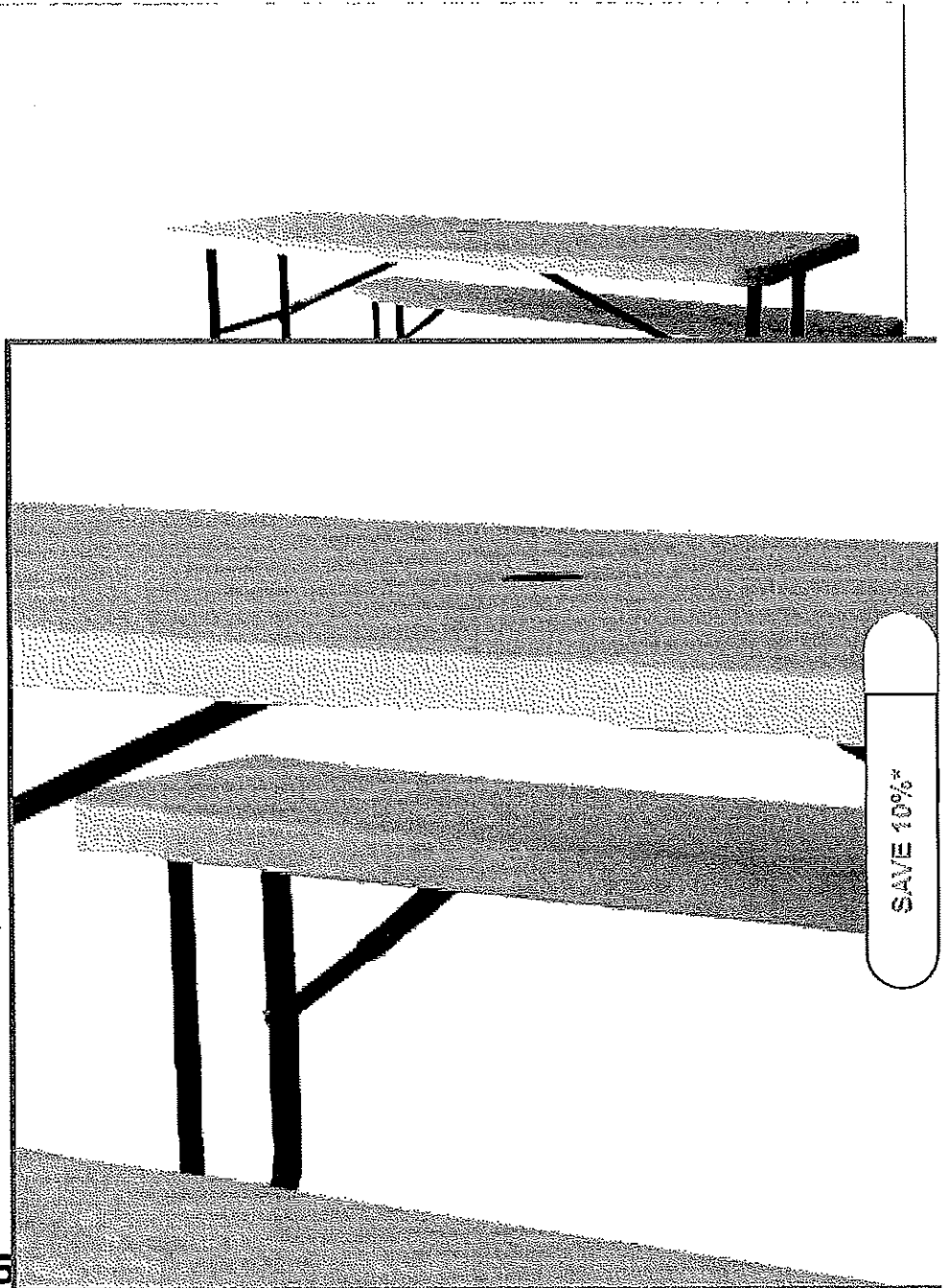
### Weights & Dimensions

Width	53 in	Table Width	29 in
Height	29 in	Table Length	71 in
Weight	64 lbs	Seat Length	71 in
Seat Width	12 in	Length	71 in
Seat Height	18 in		

### Product Details

Assembly Required	Yes	Material	Plastic
Type	Folding Table	Frame Material	Steel
Frame Color Family	Black	Package Quantity	1
Color	White	Manufacturers Part Number	695769
Cushion Included	No	Shape	Rectangular
Mounting Location	Portable	Brand	Global Industrial

Global



Mc


E

Gl

6

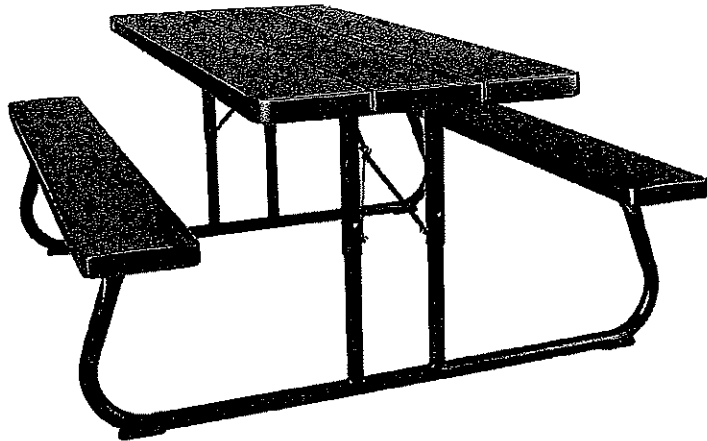
| Questions & Answers (0)

[View All Plastic Folding Picnic Tables](#)

 We're online

Purchase Information

PRICE



### CLASSIC FOLDING PICNIC TABLE

Stores easily when the snow flies. Three-season seating.

- Folds to 4" thickness for convenient storage and transport.
- Low-maintenance polyethylene with powder-coated steel frame.
- UV-protected. Weather, stain and rust resistant.
- Umbrella and Bases available.



CLASSIC FOLDING PICNIC TABLE

   
Brown Gray

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH		ADD TO CART
				1	3+	
H-241Z	6' Folding	72 x 57 x 29"	83	\$320	\$305	<u>Specify Color</u>

SHIPS UNASSEMBLED VIA MOTOR FREIGHT

**RESOLUTION**  
**#8**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the hiring of seasonal employees to staff the Town pools and the full and half-day summer camps for the 2024 Summer season.

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

WHEREAS, the Town Board wishes to hire additional staff members for operation of the Town pools and Summer Day Camp programs, and

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

RESOLVED, that the individuals listed in the attached Schedule A be hired as staff for the Town Pools and Summer Day Camp programs effective for the 2024 Summer season, and be it further

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

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Tuesday, May 14, 2024 3:16 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 Employee Resolution Request #800

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:** 05/20/2024 ✓  
**Board Meeting Date:** 06/03/2024 ✓  
**Alternate Date:** 06/03/2024  
**Budget Number:** A-7320-E4800, 7310-E4500  
**Budget Description:** rehires and alternate hires  
**Amount:** see attachments for wages  
**Brief Description:** rehire Amy Price as Health Director  
rehire Sara Alexopoulos FD camp counselor step 2

hire alternates

**Add Supporting Docs:**  
[75308540bdf0b1af alternate hires May 14 2024.pdf](#)

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

[unsubscribe](#)

# SCHEDULE A

Health Director						
Amy	Price				3	26.96
Alternate counselors						
Nathan	Staples			FD	1	15.00/h
Aliza	Choudhary			FD	1	15.00/h
Emma	Aluck			?	1	15.00/h
Ella	Hosley			?	1	15.00/h
Ella	Duca			any	1	15.00/h
Sarah	Alexopoulos			FD	2	15.00/h
Evelyn	Hughes			JV	1	15.00/h

Full Day- A 7320-E4800

Half Day a-7310 #45

**Alternate Lifeguards: {location to be determined}**

Raquelle	Landa	TBD	1	\$15.30	Lifeguard
Cooper	Bibighaus	TBD	1	\$15.30	Lifeguard
Emmett	Hubbard	TBD	1	\$15.30	Lifeguard
Mary					
Katherine	Lescault	TBD	1	\$15.30	Lifeguard

**Counselors**

Nathan	Staples			FD	1	15.00/hr
Aliza	Choudhary			FD	1	15.00/hr
Emma	Aluck			?	1	15.00/hr
Ella	Hosley			?	1	15.00/hr
Ella	Duca			any	1	15.00/hr
Sarah	Alexopoulos			FD	2	15.00/hr
Evelyn	Hughes			JV	1	15.00/hr
Will	Griffin				1	15.00/hr
Payton	Cowles			any 1/2	1	15.00/hr

- A-7310-E4500

**RESOLUTION**

**#9**

Resolution No. \_\_\_\_ of 2024, a resolution accepting a bid from Carver Construction Inc. to award a contract for the construction of a box culvert on Bruno Road.

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

WHEREAS, by Resolutions No. 230 of 2019, the Town Board classified a proposed project to replace the box culvert on Bruno Road as a Type II action pursuant to SEQRA, and

WHEREAS, by Resolution No. 47 of 2019, the Town Board retained Barton and Loguidice to conduct environmental and engineering studies to assess and remediate stormwater facilities in the Plank Road/Rolling Brook areas, to seek appropriate regulatory permits for same, and

WHEREAS, on May 11, 2020 the U.S. Army Corps of Engineers issued authorization for the project described under the appropriate nationwide general permit, and

WHEREAS, on April 10, 2024, the Department of Environmental Conservation issued a permit for the replacement of the culvert on Bruno Road, and

WHEREAS, on April 12, 2024 sealed bids were opened, based on bid documents and work scope prepared by Barton & Loguidice engineers, and

WHEREAS, Barton and Loguidice recommends that the Town Board award the contract for the work to Carver Construction as low bidder, now therefore be it

RESOLVED, that the contract for the box culvert replacement at Plank Road and Nadler Road is awarded to Carver Construction, Inc. 494 Western Turnpike, Altamont, NY, in an amount not to exceed \$454,145.00 for this contract, and be it further

RESOLVED, that the Comptroller is authorized to transfer up to \$454,145.00 from the General Fund to H44-0854-00200 (Capital Budget Project) to offset costs of the project. The funds will come from A-00914 (General Fund- Unassigned Fund Balance).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, May 16, 2024 12:50 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 #803

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:** 05/20/2024 ✓

**Board Meeting Date:** 06/03/2024 ✓

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

**Budget Number:** TDB by Comptroller

**Budget Description:** TDB by Comptroller

**Amount:** \$454,145.00

**Brief Description:** Resolution No. of 2024, a resolution accepting a bid from Carver Construction Inc. and award a contract for the construction of a box culvert on Bruno Road.

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

WHEREAS, by Resolutions No. 230 of 2019, the Town Board classified a proposed project to replace box culvert on Bruno Road as a Type II action pursuant to SEQRA, and

WHEREAS, by Resolution No. 47 of 2019, the Town Board retained Barton and Loguidice to conduct environmental and engineering studies to assess and remediate stormwater facilities in the Plank Road/Rolling Brook areas, to seek appropriate regulatory permits for same, and

WHEREAS, on April 10, 2024, the Department of Environmental Conservation issued a permit for the replacement of culvert on Bruno Road, and

WHEREAS, on May 11, 2020 the U.S. Army Corps of Engineers issued authorization for the project described under the appropriate nationwide general permit, and

WHEREAS, on April 12, 2024 sealed bids were opened, based on bid documents and work scope prepared by Barton & Loguidice engineers, and

WHEREAS, Barton and Loguidice recommends that the Town Board award the contract for the work to Carver Construction as low bidder, now therefore be it

RESOLVED, that the contract for box culvert replacement at Plank Road and Nadler Road is awarded to Carver Construction, Inc. 494 Western Turnpike, Altamont, NY, in an amount not to exceed \$454,145.00 for this contract, and be it further

RESOLVED, that the comptroller is authorized to transfer up to \$454,145.00 from the General Fund to H44-0854-00200 (Capital Budget Project) to offset costs of the project.

**Add Supporting Docs:**

[b9a2e4f50660ae51\\_20240514114328001.pdf](#)

**Additional Comments/Details:** None at this time  
**Agree to Terms:** Agree

[unsubscribe](#)



**DAHN S. BULL**  
SUPERINTENDENT OF HIGHWAYS

**RECEIVED**

APR 17 2024

CLIFTON PARK  
TOWN CLERK

**MEMO**

TO: The Town Board, Teresa Brobston, Town Clerk  
CC: Ellen Martin, Deputy Superintendent  
FROM: Dahn S. Bull, Highway Superintendent  
Date: April 16, 2024  
RE: Bruno Road Culvert Replacement Bid Approval

---

On Friday, April 12, 2024, we concluded a sealed bid process for the culvert improvements on Bruno Road. We received three bids as follows:

James H. Malory, Inc. - \$459,000.00  
Carver Construction - \$454,145.00 \*  
WM. J. Keller & Sons - \$487,200.00

Speaking with the engineers at Barton and Laguidice, they are comfortable recommending the lowest bidder, Carver Construction.

On a positive note, Carver Construction was the company that was chosen to perform the culvert replacements at Plank Road and Nadler Road several years ago. They performed incredibly well on the two projects, and since they've been completed, flooding has been eliminated in these areas.

After a meeting with representatives from Carver Construction, I will then submit a resolution for the Town Board for consideration.

*Dahn S. Bull*

**BRUNO RD. CULVERT REPLACEMENT BID 4/12/24**

<b>COMPANY NAME</b>	<b>TOTAL LUMP SUM BID AMOUNT</b>
<b>JAMES H. MALOY, INC.</b>	<b>\$459,000</b>
<b>CARVER CONSTRUCTION</b>	<b>454,145 *</b>
<b>WM. J. KELLER &amp; SONS</b>	<b>487,200</b>

JAMES H. MALOY, INC.

SECTION 00370

BID

BRUNO ROAD  
CULVERT REPLACEMENT

TO THE TOWN OF CLIFTON PARK:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the construction and completion of the Bruno Road Culvert Replacements project required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

BRUNO ROAD CULVERT REPLACEMENT BID:

Bruno Road Culvert Replacement

FOUR HUNDRED FIFTY

NINE THOUSAND DOLLARS

(Price Written in Words)

459,000. 00

Dollars

Cents

(Price Written in Figures)

CARVER CONSTRUCTION

SECTION 00370

BID

BRUNO ROAD  
CULVERT REPLACEMENT

TO THE TOWN OF CLIFTON PARK:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the construction and completion of the Bruno Road Culvert Replacements project required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

BRUNO ROAD CULVERT REPLACEMENT BID:

Bruno Road Culvert Replacement

*Four hundred fifty-four thousand*

*one hundred forty-five and 00/100*

(Price Written in Words)

*454,145 .00*

Dollars

Cents

(Price Written in Figures)

WM. J. KELLER & SONS

SECTION 00370

BID

**BRUNO ROAD  
CULVERT REPLACEMENT**

TO THE TOWN OF CLIFTON PARK:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the construction and completion of the Bruno Road Culvert Replacements project required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

**BRUNO ROAD CULVERT REPLACEMENT BID:**

Bruno Road Culvert Replacement

Four Hundred Eighty Seven Thousand Two  
Hundred Dollars & Zero Cents

(Price Written in Words)

\$ 487,200.00

Dollars

Cents

(Price Written in Figures)



**DAHN S. BULL**  
SUPERINTENDENT OF HIGHWAYS

**FILE COPY**

**MEMO**

**RECEIVED**

**TO:** The Town Board, Teresa Brobston, Town Clerk  
**CC:** Ellen Martin, Deputy Superintendent  
**FROM:** Dahn S. Bull, Highway Superintendent  
**Date:** March 11, 2024  
**RE:** Bruno Road Culvert Replacement

**MAR 12 2024**

**CLIFTON PARK  
TOWN CLERK**

For the last 25 years, residents have been concerned at the lowest elevation of Bruno Road due to constant road flooding. This location is a major feeder stream to the Dwaas Kill Nature Preserve off of Kinns Road and Peirce Road. For decades, even short bursts of rain have caused the road to flood and become impassable. This directly impacts local residents and impedes travel in Town – Bruno Road being a major thoroughfare for residents and school buses.

The current condition of the culvert under Bruno Road, if given a letter grade, would be an “F”. It is undersized, full of sediment, lies below the current stream bed, and is a major choke point for a protected stream. Observing, recording, and reporting these issues have helped to argue our case in from of a major hurdle for repair, the Department of Environmental Conservation (DEC).

While efforts have been made since 2000 to address the issue, DEC would not approve the project. I have been working with Barton and Loguidice since 2020 on this project, among others. I am happy to say we have finally established a plan that was approved and permitted by DEC. We now have authorization to make repairs to the Bruno Road Culvert.

I will be working with the Town Clerk and Barton and Loguidice to do go out to bid, hire contractors, and implement a construction plan to be implemented this summer, and finished within the narrow guidelines set out by the work permit. In the coming weeks, I will be asking the Town Board to approve whichever qualified contractor can come in and complete the project, and finish this project once and for all.



**DAHNS. BULL**  
SUPERINTENDENT OF HIGHWAYS

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January 20, 2022

Clifton Park Town Board  
Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, New York 12065

Re: Culvert Maintenance and Repairs - Bruno Road  
Town of Clifton Park, NY

Dear Board Members:

After many months of back and forth regarding the details surrounding the above-mentioned site, I have reviewed the above referenced project with respect to the State Environmental Quality Review Act. The proposed project consists of the installation of a box culvert at Bruno Road improving stormwater systems and prevent consistent flooding of town infrastructure. This would be a similar project to the ones completed at the Plank and Nadler Road locations.

Based upon my review and preparation of the attached SEQR Short Environmental Assessment Form (SEAF) the project is a type II Action pursuant to SEQR Regulations. Specifically, sections 617.5(c)(4) & (5) of the SEQR regulations states a Type II action is:

- (4) Re-paving or existing highways not involving the addition of new travel lanes;
- (5) Street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities.

It is important to mention in addition to the above regulations that this project will not be requiring the taking of additional rights-of-way and all work is within existing highway boundaries. Both parcels immediately located on either side of the culvert are owned by the Town of Clifton Park, consequently creating no immediate impact on private property. Additionally, regarding Question 12 (b), Part I of the SEAF, the project scope will not disturb areas that have not seen prior soil disturbances within the highway boundaries, therefore there will be no impact to the possibility of archaeological resources.

Type II actions are exempt and are not subject to additional review beyond classification of the action. No further action is required for the project regarding SEQR. Therefore, the Town can conclude the project needs no further review under the State Environmental Quality Review Act.

If the Town Board agrees with these findings a resolution will need to be passed that notes the project is considered a Type II Action under SEQR. Once the resolution is passed I will be authorized to sign the SEAF and work with our engineers, Barton & LoGiudice on project scope, bidding and contracting.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Dahn S. Bull  
Superintendent of Highways  
Town of Clifton Park

Encl. SEAF Part 1, SEAF Part 2

Cc: Tom McCarthy, Esq., Town Attorney  
Mark Heggen, Town Comptroller

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

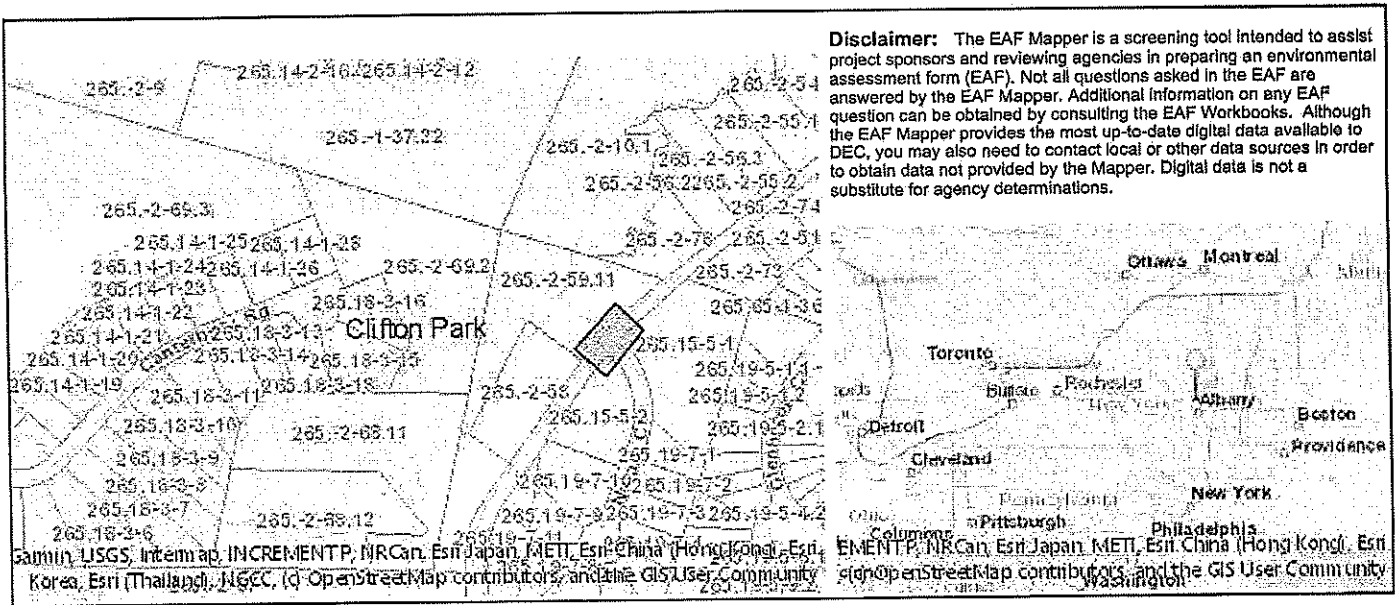
<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Culvert Repairs - Bruno Road, Town of Clifton Park, NY			
Project Location (describe, and attach a location map): Bruno Road (Map Attached)			
Brief Description of Proposed Action: There is a deteriorating culvert under Bruno Road, in the Town of Clifton Park. The culvert is well below the stream bed and is often 95% occluded by sediment. The overall intent of this project is to establish a box culvert, to assist in the natural flow of the tributary while reducing the occurrence of road and home flooding during storm events.			
Name of Applicant or Sponsor: Dahn S. Bull, Superintendent of Highways, Town of Clifton Park, NY		Telephone: 518-371-7310 E-Mail: dbull@cliftonpark.org	
Address: Clifton Park Highway Department, 639 Clifton Park Center Road			
City/PO: Clifton Park		State: New York	Zip Code: 12065
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDEC - Stream Disturbance, 401 Water Quality Certification, Freshwater wetlands; USACOE - Section 404 Clean Water Act NWP3			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.25 acres b. Total acreage to be physically disturbed? _____ 0.25 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ >0.25 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		NO	YES
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements?		NO	YES
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply?		NO	YES
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities?		NO	YES
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?		NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Wetland B on Bruno Road: less than 0.1 acres _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Karner Blue Butterfly	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>
_____		
_____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>Town of Clifton Park, Highway Department, Dahn S. Bull</u> Date: <u>1/20/2022</u> Signature: <u><i>Dahn S. Bull</i></u> Title: <u>Superintendent of Highways</u>		

**PRINT FORM**

# EAF Mapper Summary Report



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR  
BRUNO ROAD CULVERT REPLACEMENT**

**TOWN OF CLIFTON PARK  
SARATOGA COUNTY, NEW YORK**

**MARCH 2024**

**PREPARED BY:**

**BARTON & LOGUIDICE, D.P.C.  
10 AIRLINE DRIVE, SUITE 200  
ALBANY, NEW YORK 12205**

**Submitted in accordance with Highway Law and Standard Specification  
officially finalized and adopted on January 1, 2024, as posted on the New  
York State Department of Transportation website**

NO ALTERATION PERMITTED HEREIN EXCEPT  
AS PROVIDED UNDER SECTION 7209 SUBDIVISION  
2 OF THE NEW YORK STATE EDUCATION LAW.

SECTION 00301

BIDDER'S CHECKLIST

(All pages of this color to be completed by Bidder PRIOR to Bid Submission)

Bid, Pages 00370-1 to 00370-3: All blanks appropriately filled in ink with both words and figures, and signed where applicable.



Local, State and Federal Requirements: Each of the following forms must be executed:

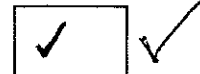
NON-COLLUSIVE BIDDING CERTIFICATION, Page 00480-1: Requires Bidder's signature.



STATEMENT OF SURETY'S INTENT, Page 00481-1: Requires completion and signature by Surety's Representative.



BID SECURITY, Page 00499-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).



NOTE: To Bid this Contract, the Bidder must fill in all pages this color.

END OF SECTION

SECTION 00370

BID

**BRUNO ROAD  
CULVERT REPLACEMENT**

TO THE TOWN OF CLIFTON PARK:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the construction and completion of the Bruno Road Culvert Replacements project required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

**BRUNO ROAD CULVERT REPLACEMENT BID:**

Bruno Road Culvert Replacement

~~Four hundred fifty-four thousand~~

~~one hundred forty-five and <sup>00</sup>/<sub>100</sub>~~

(Price Written in Words)

454,145 .00  
Dollars Cents  
(Price Written in Figures)

SECTION 00370

BID

**BRUNO ROAD  
CULVERT REPLACEMENT**

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered:

**Carver Construction, Inc.**

**PO Box 890, Coeymans, NY 12045**

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check\*, cash\*, or bid bond\* for the sum of 5% of bid amount (\$ \_\_\_\_\_) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid

SECTION 00370

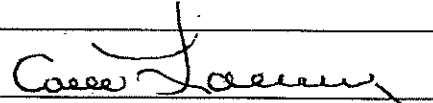
BID

**BRUNO ROAD  
CULVERT REPLACEMENT**

security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated April 12, 20 24 \*\* Carver Construction, Inc.

A corporation organized under the law of New York.

  
Signature of Bidder

Print Name of Signer of Bid Carver Laraway

Address PO Box 890, 2170 River Road, Coeymans, NY 12045

\* Cross out designations not applicable.

\*\* Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) 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 to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: Carver Construction, Inc.

By: 

Title: Carver Laraway; President

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00499

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

02.24

00499-1

646.005

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SECTION 00481

STATEMENT OF SURETY'S INTENT

To: Town of Clifton Park

We have reviewed the Bid of Carver Construction, Inc.  
 (Contractor)  
 of P.O. Box 890, 2170 River Road, Coeymans, NY 12045  
 (Address)  
 for Bruno Road Culvert Replacement  
 (Project)

Bids for which will be received on April 12th, 2024  
 (Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:  
*Alissa M. Cottrell*  
 Alissa M. Cottrell, Bond Representative

Berkley Insurance Company

Attach Power of Attorney

*mk*  
 Surety's Authorized Signature(s)  
 Jaclyn M. Kelly, Attorney-In-Fact

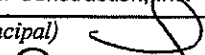
(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)


END OF SECTION

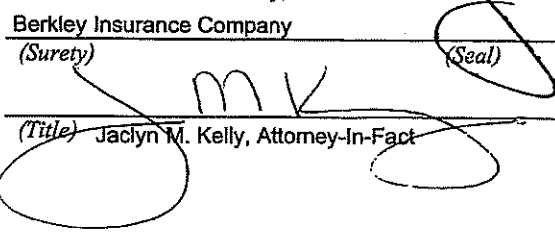
Signed and sealed this 28th day of March, 2024

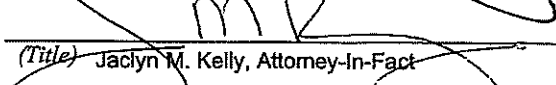
  
(Witness) Gabe Maroufi - Estimator

  
(Witness) Alissa M. Cottrell, Bond Representative

Carver Construction, Inc.  
(Principal)  (Seal)

  
(Title) Carver P. Laraway, President

Berkley Insurance Company  
(Surety)  (Seal)

  
(Title) Jaclyn M. Kelly, Attorney-In-Fact

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of \_\_\_\_\_ ]
County of \_\_\_\_\_ ] ss:
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared

known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and \_\_\_\_\_ he duly acknowledged to me that \_\_\_\_\_ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of \_\_\_\_\_ ]
County of \_\_\_\_\_ ] ss:
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared

known to me to be a member of the firm of \_\_\_\_\_ described in and which executed the foregoing instrument, and \_\_\_\_\_ he thereupon acknowledged to me that \_\_\_\_\_ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York ]
County of Schenectady ] ss:
On this 28th day of March, 2024 before me personally appeared

Carver P. Laraway

to me known, who being by me duly sworn, did depose and say: that \_\_\_\_\_ he resides at Schenectady, New York; that he is President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Melissa K. Vivenzio

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York ]
County of Schenectady ] ss:
On this 28th day of March, 2024 before me personally appeared

Jaelyn M. Kelly

to me known, who being by me duly sworn, did depose and say: that she resides in the City of Scotia, New York; that she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

Kimberly S. Sylvester

KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 01SY6089309
Qualified in Schenectady County
Commission Expires March 24, 2027

Notary Public



# BERKLEY INSURANCE COMPANY

## STATUTORY BALANCE SHEET DECEMBER 31, 2023 (AMOUNTS IN THOUSANDS)

### Admitted Assets

Bonds	\$ 15,962,571
Common & Preferred Stocks	5,237,203
Cash & Short Term Investments	1,115,920
Premiums Receivable	2,668,092
Other Assets	<u>4,315,866</u>

Total Admitted Assets \$ 29,299,653

### Liabilities & Surplus

Loss & LAE Reserves	\$ 14,815,670
Unearned Premium Reserves	4,692,755
Other Liabilities	<u>1,015,089</u>

Total Liabilities \$ 20,523,514

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,980,072
Unassigned Surplus	<u>5,753,056</u>

Total Policyholders' Surplus \$ 8,776,138

Total Liabilities & Surplus \$ 29,299,653

### Officers:

President: William Robert Berkley, Jr.  
Secretary: Philip Stanley Welt  
Treasurer: Richard Mark Baio  
Asst. Treasurer: Bertman Adam Braud, Jr.  
Asst. Secretary: Michelle Rene Rodemyer  
Asst. Treasurer: Ted William Rogers

### Directors:

William Robert Berkley  
(Executive Chairman)  
William Robert Berkley, Jr.  
Philip Stanley Welt  
Richard Mark Baio  
Paul James Hancock  
Carol Josephine LaPunzina  
James Gerald Shiel

**RESOLUTION**  
**#10**

Resolution No. \_\_\_\_\_ of 2024, a resolution authorizing the Highway Superintendent to retain Precision Trenchless, LLC to perform repairs and upgrades to a damaged portion of pipe at 47 Grissom Road.

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

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

<u>Street</u>	<u>Linear Feet</u>	<u>Pipe Diameter</u>	<u>Cost</u>
47 Grissom Road	207	54-inch	\$239,052

and,

WHEREAS, pursuant to General Municipal Law Section 103 (16), municipalities in New York are authorized to “piggyback” from competitively bid contracts of other municipalities within the state, so long as the bid process from the original contracting entity was conducted through a sealed bid process pursuant to the statute, and the bid notice provided for such piggybacking, and,

WHEREAS, the Highway Department has now requested authorization to enter a contract with Precision Trenchless, LLC, 1710 Erie Blvd., Schenectady, NY, using the piggyback option from the 2023 Contract #0010984 of Onondaga County, attached, whose bids were opened on November 1, 2023, with prices valid January 1, 2024 through December 31, 2024, according to bid documents and correspondence reviewed from the Onondaga County Division of Purchase, and,

WHEREAS, according to information provided by the Highway Superintendent Precision Trenchless has provided quotes in the amount of \$239,052 for the pipe repair, per the attached, using unit prices as bid in the Onondaga contract; now, therefore, be it,

RESOLVED, that the Highway Superintendent is authorized to execute a contract with Precision Trenchless, LLC to repair a damaged portion of pipe at 47 Grissom Road, for a total amount not to exceed \$239,052, to be paid from DA-05110-00037, (Highway Fund-Highway Construction-Paving-Slip Lining).

## Cynthia, Zlogar

---

**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Friday, May 17, 2024 12:26 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 Resolution Request #807

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:** 05/20/2024 ✓

**Board Meeting Date:** 06/03/2024 ✓

**Alternate Date:** 06/17/2024

**Budget Number:** TBD by Comptroller

**Budget Description:** TBD by Comptroller

**Amount:** \$239,052.00

**Brief Description:** Cleaning & CCTV inspection of a 54 inch squashed UV cured pipe from located at 47 Grissom Road.

Repairing damaged pipe that crosses the road. The end of Grissom Road does not have an additional entry or exit, so in the event this pipe completely collapses, residents and infrastructure will be cut off from the community.

Piggybacking off of Onondaga Contract.

**Add Supporting Docs:**

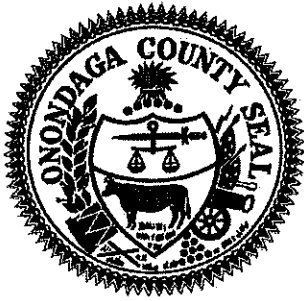
[fcd1fcb47cf84145 Backup Material for Grissom Road Culvert.pdf](#)

[84040c028bbd263d Precision Trenchless - Piggyback Onondaga Contract 2023.pdf](#)

**Additional Comments/Details:** The area has been made safe for now, but the pipe is so deep, an open cut of the area would be a significantly higher investment.

**Agree to Terms:** Agree

[unsubscribe](#)



**COUNTY OF ONONDAGA**  
**DIVISION OF PURCHASE**  
 13<sup>TH</sup> FLOOR  
 421 MONTGOMERY STREET  
 SYRACUSE NEW YORK 13202

BLANKET

# NOTICE OF CONTRACT AWARD

<b>COMMODITY/SERVICE:</b>	
936-54	Collection System Infrastructure Renewal - Cured In-Place Pipe
<b>CONTRACT PERIOD:</b>	<b>BID OPENED:</b>
January 1, 2024 – December 31, 2024	November 1, 2023
<b>BID REF. #:</b> 0010984	<b>RENEWAL:</b>
<b>REFERENCE:</b> Supersedes Ref. #0010394	Two (2) additional one (1) year periods
<b>DATE ISSUED:</b>	<b>INQUIRIES TO:</b>
December 12, 2023	Michael Gittschau, Buyer 315-435-3415

This is only a synopsis of the contract. Complete contract documents/specifications are on file in the Purchase Division. If you require additional information, you may call this office at (315) 435-3458 between 8:30 am and 4:30 pm.

<u>CONTRACT ID NO</u>	<u>VENDOR NAME &amp; ADDRESS</u>	<u>PHONE NO &amp; CONTACT</u>
5625	Kenyon Pipeline Inspection LLC 68 Park Road Queensbury NY 12804 Vendor Code #42094	518-832-4070 518-348-3040 (FAX) Kevin Mitchell <a href="mailto:kevin@kpisewer.com">kevin@kpisewer.com</a>
5626	Precision Trenchless LLC 1710 Erie Blvd Schenectady NY 12308 Vendor Code #29531	518-346-5800 518-346-6077 (FAX) Ryan Bridegroom Ordering Email: <a href="mailto:rbridegroom@precisiontrenchless.com">rbridegroom@precisiontrenchless.com</a> Bid Email: <a href="mailto:lcurtis@pim-inc.com">lcurtis@pim-inc.com</a>

**SCOPE:** Provide all equipment, materials, tools, labor, incidentals and services necessary for traffic control, bypass pumping and/or diversion of flows, cleaning and television inspection of sewers to be rehabilitated, liner installation, reinstatement of service connections, all quality controls, provide samples for performance of required tests, find television inspection, testing of the rehabilitated pipe system, warranty work and other work as shown, specified, and required for assessing the condition of host pipes and, where necessary, installing cured-in-place pipe lining.

**SCHEDULE:** It is the County's intent to issue the first Task Order by March each year. Following issuance of a Task Order, the Contractor shall have four (4) months to mobilize to the area and six (6) months to complete the work once the Contractor has arrived on site. All work of the Task Order shall be complete by the end of the year unless otherwise directed by Onondaga County or a designated representative.

**PRICING:** See attached pricing pages.

**ESCALATION:** Increases to the bid price may be honored at the time of renewal of the contract. Refer to the standard escalation clause in the bid specification.

If a price increase is approved, the Purchase Division will issue an update to the user department(s).

**ORDERING:** This award has been set up as a blanket contract in the PeopleSoft System. Items must be ordered on-line using the PeopleSoft Requisition.

**INSPECTION:** Departments are responsible for inspecting shipments to ensure that what was ordered was received.

**PAYMENT:** Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher.

**DISCREPANCIES:** In the event of a discrepancy, contact the vendor at the number listed on the front of this notice.

**PROBLEMS:** If you experience problems that cannot be resolved with the vendor, use the PO Variance Report/"Change Notice" Request form for the documentation and send it to the Purchase Division Buyer.

**PRICING PAGES**

Provide repair of collection system infrastructure by various methods as specified; delivered.

**KENYON PIPELINE**

<b>GROUP A - CLEANING &amp; INSPECTION SERVICES</b>					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
A1	HD CCTV Inspection (8" - 18" pipe)	9,600	LF	3.00	28,800.00
A2	Multi-sensor Inspection (Greater than 18" pipe)	5,400	LF	6.00	32,400.00
A3	Perform Heavy Cleaning of 8" - 12" Sewer Main	7,000	LF	3.75	26,250.00
A4	Perform Heavy Cleaning of 15" - 24" Sewer Main	3,600	LF	5.00	18,000.00
A5	Perform Heavy Cleaning of 30" - 36" Sewer Main	1,600	LF	10.00	16,000.00
A6	Perform Heavy Cleaning of 42" - 48" Sewer Main	1,600	LF	15.00	24,000.00
A7	Perform Heavy Cleaning of 60" Sewer Main	600	LF	40.00	24,000.00
A8	Perform Heavy Cleaning of 72" Sewer Main	600	LF	40.00	24,000.00

<b>GROUP B - BYPASS PUMPING</b>				<b>KENYON PIPELINE</b>		<b>PRECISION TRENCHLESS</b>	<b>PRECISION TRENCHLESS</b>
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
B1	Provide temporary bypass pumping system for 8" to 12" main as specified	5	DAY	50.00	250.00	750.00	3,750.00
B2	Provide temporary bypass pumping system for 15" to 24" main as specified	5	DAY	50.00	250.00	4,400.00	22,000.00
B3	Provide temporary bypass pumping system for 30" to 36" main as specified	5	DAY	150.00	750.00	4,900.00	24,500.00
B4	Provide temporary bypass pumping system for 42" to 48" main as specified	5	DAY	150.00	750.00	5,500.00	27,500.00
B5	Provide temporary bypass pumping system for 60" main as specified	5	DAY	150.00	750.00	7,000.00	35,000.00
B6	Provide temporary bypass pumping system for 72" main as specified	5	DAY	150.00	750.00	10,000.00	50,000.00

**PRICING PAGES (Cont'd)****KENYON PIPELINE**

<b>GROUP C – CIPP LINING (STEAM CURED)</b>					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
C1	Furnish and Install 8" CIPP lining	3,000	LF	36.00	108,000.00
C2	Furnish and Install 10" CIPP lining	2,000	LF	38.00	76,000.00
C3	Furnish and Install 12" CIPP lining	2,000	LF	42.00	84,000.00
C4	Furnish and Install 15" CIPP lining	1,600	LF	65.00	104,000.00
C5	Furnish and Install 18" CIPP lining	1,000	LF	85.00	85,000.00
C6	Furnish and Install 24" CIPP lining	1,000	LF	135.00	135,000.00
C7	Furnish and Install 30" CIPP lining	800	LF	225.00	180,000.00
C8	Furnish and Install 36" CIPP lining	800	LF	300.00	240,000.00
C9	Furnish and Install 42" CIPP lining	800	LF	375.00	300,000.00
C10	Furnish and Install 48" CIPP lining	800	LF	450.00	360,000.00
C11	Furnish and Install 60" CIPP lining	600	LF	875.00	525,000.00
C12	Furnish and Install 72" CIPP lining	600	LF	1,000.00	600,000.00

**PRECISION TRENCHLESS**

<b>GROUP D – CIPP LINING (UV CURED)</b>					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
D1	Furnish and Install 8" CIPP lining	3,000	LF	55.00	165,000.00
D2	Furnish and Install 10" CIPP lining	2,000	LF	63.00	126,000.00
D3	Furnish and Install 12" CIPP lining	2,000	LF	68.00	136,000.00
D4	Furnish and Install 15" CIPP lining	1,600	LF	100.50	160,800.00
D5	Furnish and Install 18" CIPP lining	1,000	LF	130.50	130,500.00
D6	Furnish and Install 24" CIPP lining	1,000	LF	168.00	168,000.00
D7	Furnish and Install 30" CIPP lining	800	LF	238.00	190,400.00
D8	Furnish and Install 36" CIPP lining	800	LF	302.00	241,600.00
D9	Furnish and Install 42" CIPP lining	800	LF	310.00	248,000.00

D10	Furnish and Install 48" CIPP lining	800	LF	380.00	304,000.00
D11	Furnish and Install 60" CIPP lining	600	LF	625.00	375,000.00
D12	Furnish and Install 72" CIPP lining	600	LF	650.00	390,000.00

GROUP E – GENERAL REQUIREMENTS			KENYON PIPELINE		PRECISION TRENCHLESS	PRECISION TRENCHLESS	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
E1	Mobilization	1	EA	15,000.00	15,000.00	5,000.00	5,000.00
E2	Maintenance and Protection of Traffic	1	EA	3,500.00	3,500.00	2,900.00	2,900.00
E3	Site Clearing	100	SY	100.00	10,000.00	100.00	10,000.00

### KENYON PIPELINE

GROUP F – CIPP LINING FOR HIGHWAY CROSS CULVERTS (STEAM CURED)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
F1	Maintenance and Protection of Traffic for Highway Cross Culverts	100	DAY	250.00	25,000.00
F2	Furnish and Install 8" CIPP lining, Pay Range 1' to 100'	300	LF	50.00	15,000.00
F3	Furnish and Install 10" CIPP lining, Pay Range 1' to 100'	300	LF	50.00	15,000.00
F4	Furnish and Install 12" CIPP lining, Pay Range 1' to 100'	300	LF	60.00	18,000.00
F5	Furnish and Install 15" CIPP lining, Pay Range 1' to 100'	300	LF	85.00	25,500.00
F6	Furnish and Install 18" CIPP lining, Pay Range 1' to 100'	300	LF	150.00	45,000.00
F7	Furnish and Install 24" CIPP lining, Pay Range 1' to 100'	300	LF	200.00	60,000.00
F8	Furnish and Install 30" CIPP lining, Pay Range 1' to 100'	300	LF	300.00	90,000.00
F9	Furnish and Install 36" CIPP lining, Pay Range 1' to 100'	300	LF	450.00	135,000.00
F10	Furnish and Install 42" CIPP lining, Pay Range 1' to 100'	300	LF	500.00	150,000.00
F11	Furnish and Install 48" CIPP lining, Pay Range 1' to 100'	300	LF	700.00	210,000.00
F12	Furnish and Install 60" CIPP lining, Pay Range 1' to 100'	300	LF	1,100.00	330,000.00
F13	Furnish and Install 72" CIPP lining, Pay Range 1' to 100'	300	LF	1,500.00	450,000.00

**PRICING PAGES (Cont'd)**

**PRECISION TRENCHLESS**

<b>GROUP G – CIPP LINING FOR HIGHWAY CROSS CULVERTS (UV CURED)</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
G1	Maintenance and Protection of Traffic for Highway Cross Culverts	100	DAY	250.00	25,000.00
G2	Furnish and Install 8" CIPP lining, Pay Range 1' to 100'	300	LF	60.00	18,000.00
G3	Furnish and Install 10" CIPP lining, Pay Range 1' to 100'	300	LF	70.00	21,000.00
G4	Furnish and Install 12" CIPP lining, Pay Range 1' to 100'	300	LF	80.00	24,000.00
G5	Furnish and Install 15" CIPP lining, Pay Range 1' to 100'	300	LF	99.00	29,700.00
G6	Furnish and Install 18" CIPP lining, Pay Range 1' to 100'	300	LF	125.00	37,500.00
G7	Furnish and Install 24" CIPP lining, Pay Range 1' to 100'	300	LF	168.00	50,400.00
G8	Furnish and Install 30" CIPP lining, Pay Range 1' to 100'	300	LF	235.00	70,500.00
G9	Furnish and Install 36" CIPP lining, Pay Range 1' to 100'	300	LF	299.00	89,700.00
G10	Furnish and Install 42" CIPP lining, Pay Range 1' to 100'	300	LF	468.00	140,400.00
G11	Furnish and Install 48" CIPP lining, Pay Range 1' to 100'	300	LF	600.00	180,000.00
G12	Furnish and Install 60" CIPP lining, Pay Range 1' to 100'	300	LF	1,000.00	300,000.00
G13	Furnish and Install 72" CIPP lining, Pay Range 1' to 100'	300	LF	2,000.00	600,000.00



**DAHN S. BULL**  
SUPERINTENDENT OF HIGHWAYS

**FILE COPY**

**RECEIVED**

**APR 24 2024**

**CLIFTON PARK  
TOWN CLERK**

## **MEMO**

**TO:** The Town Board, Scott Reese, Stormwater Management Officer  
**CC:** Teresa Brobston, Town Clerk, Ellen Martin, Deputy Superintendent  
**FROM:** Dahn S. Bull, Highway Superintendent  
**Date:** April 24, 2024  
**RE:** Proposal for Rehabilitation for Grissom Road Culvert – Grissom Drive

Last week, the Highway Department received a phone call about a sink hole near or around 47 Grissom Drive. Upon review, the area was made safe, and the culvert was inspected. We found significant issues with the culvert that was causing the sinkhole.

The culvert is a 54 inch squashed pipe (squashed meaning it has been compressed to be oval in shape, and not circular) and is roughly 210 feet long. The pipe is about 35 feet below street level which adds significant issues for an open-excavation project.

An additional obstacle is that this area of the development only has one access point for 36 properties and dozens of residents – Two cul-de-sacs, many homes, and the Crescent Waste Treatment Facility are landlocked. If the culvert were to collapse partially or fully, an incredible emergency response would be needed to reconnect these properties to the outside world.

Being that we are working again in a stream, I requested “The Precision Group” to come out and provide a quote for the full cured-in-place-piping procedure which would eliminate the open excavation of the area. Discussion with the vendor shows that the project is possible and there are no seen obstacles in the culvert that would inhibit CIPP installation. The size and scope of the culvert is one of the largest we have in town thus being a large price tag of \$239,052.00, and current projects have exhausted our sliplining budget line of \$200,000.00.

I have also included Mr. Reese in this communication as the stream in question is a Class A Protected Stream, and will be needing a permit through DEC. Scott has been incredibly helpful and successful with previous projects so I believe we can accomplish this again.

If you have any questions, please reach out.

THE  
**P R E C I S I O N**  
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.  
Precision Trenchless, LLC  
**G R O U P**

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for Cleaning & CCTV inspection of 1 54 inch UV cured pipe @ 47 Grissom Dr in the Town of Clifton Park.

**Work scope included in pricing**

- CCTV with thumb drive videos and reports
- High pressure jetting and cleaning of all pipe prior to UV CIPP installation
- Installation of 54-inch UV CIPP approximately 207LF
- Bypass of all water throughout installation process up to 4" capacity.
- Multiple days of bypass needed

**Exclusions**

- Any repairs to the host pipe needed to install the CIPP
- Water source to be provided by others
- Final billing will be done with post CCTV footages
- Traffic control beyond standard cones / signs
- Disposal of spoils / debris
- Permits
- Testing
- Additional Insurance beyond current coverage
- Access to both ends of the pipe must be given
- Anything not specifically mentioned in the proposal
- Ditching of the downstream side to be done by Clifton Park

**Pricing off Onondaga County Contract**

**Cleaning, Lining, Bypass, Traffic and  
CCTV of 207 lf of 54 inch**

**\$239,052.00 \***

**Please sign/date and send back if approved to begin work 5**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

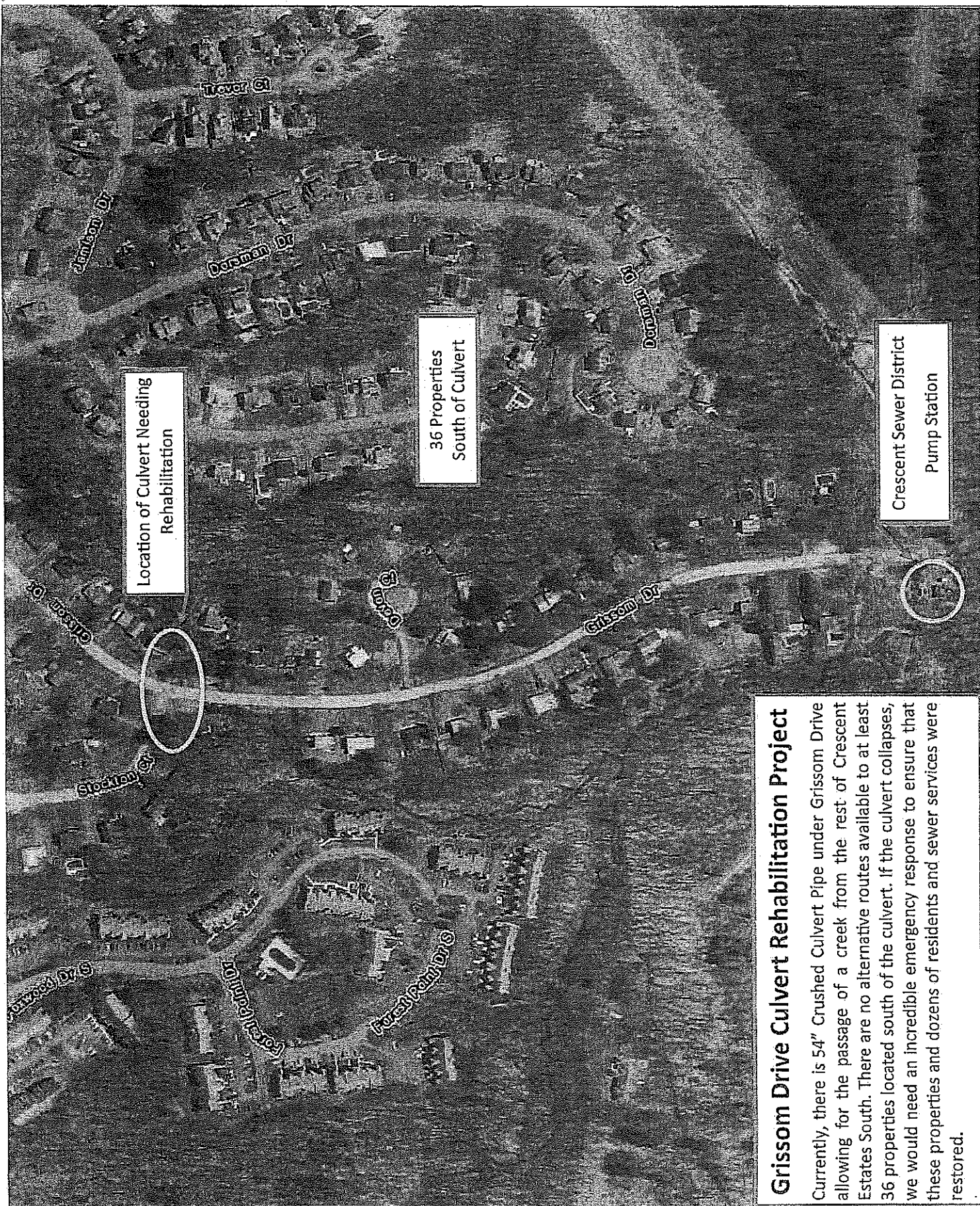
Please contact me with any questions

Sincerely,

Lawrence Curtis

Precision Trenchless LLC

518 225 7129



### Grissom Drive Culvert Rehabilitation Project

Currently, there is 54" Crushed Culvert Pipe under Grissom Drive allowing for the passage of a creek from the rest of Crescent Estates South. There are no alternative routes available to at least 36 properties located south of the culvert. If the culvert collapses, we would need an incredible emergency response to ensure that these properties and dozens of residents and sewer services were restored.



**J. RYAN MCMAHON, II**  
*County Executive*

Onondaga County  
Executive Department  
**Division of Purchase**  
John H. Mulroy Civic Center, 13<sup>th</sup> Floor  
421 Montgomery Street  
Syracuse, NY 13202  
[www.ongov.net](http://www.ongov.net)  
Phone (315) 435-3458

**DANIEL HAMMER**  
*Director*

November 13, 2023

Mara Kilburn, Vice President  
Precision Trenchless LLC  
1710 Erie Blvd  
Schenectady NY 12308

Re: Bid Ref. # 0010984      Opened: November 1, 2023  
For: Collection System Infrastructure Renewal - Cured In-Place Pipe  
Dept.: Water Environment Protection

Dear Ms. Kilburn:

Please be advised that contingent upon the following conditions and requirements being met, it is the intent of the County to award and enter into a contract with your firm for the items indicated on the enclosed computation of bids.

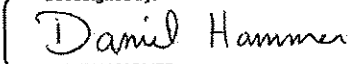
Contractor shall deliver to the County's Department of Law, before this contract may be made or performed and from time to time thereafter as is reasonable, both a form certificate of insurance approved for use by New York's Superintendent of Insurance and copies of the declarations of each insurance contract referred to by such certificate of insurance, as evidence that the insurance coverage required for this contract is maintained by Contractor. At the request of the County, Contractor shall deliver to the County's Department of Law, at the address below, a copy of any insurance contract referred to by such certificate of insurance.

**ONONDAGA COUNTY DEPARTMENT OF LAW**  
**JOHN H MULROY CIVIC CENTER, 10<sup>TH</sup> FLOOR**  
**ATTENTION: MARY BETH PAUL**  
**421 MONTGOMERY STREET**  
**SYRACUSE, NEW YORK 13202**  
[marybethpaul@ongov.net](mailto:marybethpaul@ongov.net)

Upon fulfillment of your obligations mentioned herein, a completely executed copy of the contract will be returned to you. The Division of Purchase will issue the necessary purchase orders for this contract.

If at any time questions arise or additional information is required, please feel free to contact Brian Chairmonte, Specification Writer. We look forward to doing business with you.

Sincerely,

DocuSigned by:  
  
57E9E966235047B...

Daniel Hammer  
Director

DH/ag  
Enc: comp sheet

cc: Mary Beth Paul  
File  
Howard Mansfield

#4 PRECISION

Bid Ref No. 0010984, Page 2 of 79

# Request for Bid Event Details (cont.)

## PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
ONGOV-BID0010984	Sell	RFx	2
Event Round	Version		
1	1		
Event Name			
Collection System Infrastructure Renewal- CIPP			
Start Time	Finish Time		
10/05/2023 11:00:00 EDT	11/01/2023 14:00:00 EDT		
Pre-Bid Meeting Date	Advertisement Date		
Final Question Date			
10/19/2023			
NYS PRC#	Department		
2023011554	3330000000		

Bidder: PUBLIC EVENT DETAILS

Submit To: Onondaga County  
DIV OF PURCHASE  
John H Mulroy Civic Center, 13th Floor  
421 Montgomery Street  
Syracuse NY 13202  
United States

Contact: Brian Chairmonte  
Phone: 315/435-5064  
Email: BrianChairmonte@ongov.net

Event Currency: US Dollar  
Bids allowed in other currency: No  
**PROPOSAL AND SIGNATURE PAGE**

Director of Purchasing  
Onondaga County Division of Purchase  
421 Montgomery St.  
Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

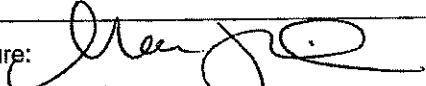
I have received, read and agree to the terms and conditions as set forth in the instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand and certify in accordance with section 16.2.1 (non-collusion certification required for public bids), the Fair Employment reporting requirements (16.2.6) and the Iran Divestment (16.2.8). I am authorized by my company to make this commitment.

### REFER TO MINIMUM SPECIFICATIONS AND PRICING PAGE

Addenda acknowledgment

I have received and considered the following addenda in submitting this bid:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Signature: 

Printed Name: Mara Kilburn Title: V. President

Firm Name: Precision Trenchless LLC Contact person: Ryan Bridegroom

Address: 1710 Erie Blvd Schenectady NY 12308 Phone: (518) 346-5800

Fax Number: 518 346 6077 Federal ID Number: 465433576

Purchase Order Address (if different than above):

Ordering Email: R.Bridegroom@precisiontrenchless.com Bid Email: ~~prec@precisiontrenchless.com~~ |curtis@pim-inc.com

Note: Vendors MUST provide a W-9 Form with their bid. This form is attached at the end of Instructions to Bidders/General Conditions.

This page Must be Signed and Returned



## BID FORM & CERTIFICATION

Exhibit #2

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

Bid Reference: BID0010984

Procurement Description: Collection System Infrastructure Renewal - Cured in Place Pipe	Date of Bid Release: 10/05/2023 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To:  Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Brian Chairmonte Email: brianchairmonte@ongov.net
Deadline for Submission of Questions: October 19, 2023	Bid Submission Deadline: Date/Time: 11/01/2023 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid Meeting: No	
If a Bid Security Required, the amount of such bond is as follows:	Is a Performance Security Required? No	
PRC Number Yes PRC Number: 2023011554	If a Performance Security is required, the amount of such bond is as follows:	
MWBE Required: No		

Event Currency: US Dollar  
 Bids allowed in other currency: No

**Bid Results:** Bid results will be available on our website by 3 PM on the date of the bid opening. Go to [www.ongov.net](http://www.ongov.net), follow the departmental link to "Purchasing", select the "Bid Results" tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

**PRICING PAGES**

Provide repair of collection system infrastructure by various methods as specified; delivered.

GROUP A - CLEANING & INSPECTION SERVICES					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
A1	HD CCTV Inspection (8" - 18" pipe)	9,600	LF	3.90	37,440.00
A2	Multi-sensor Inspection (Greater than 18" pipe)	5,400	LF	50.00	270,000.00
A3	Perform Heavy Cleaning of 8" - 12" Sewer Main	7,000	LF	10.00	70,000.00
A4	Perform Heavy Cleaning of 15" - 24" Sewer Main	3,600	LF	20.00	72,000.00
A5	Perform Heavy Cleaning of 30" - 36" Sewer Main	1,600	LF	25.00	40,000.00
A6	Perform Heavy Cleaning of 42" - 48" Sewer Main	1,600	LF	30.00	48,000.00
A7	Perform Heavy Cleaning of 60" Sewer Main	600	LF	35.00	21,000.00
A8	Perform Heavy Cleaning of 72" Sewer Main	600	LF	40.00	24,000.00
				TOTAL \$	582,440.
Five Hundred Eighty Two Thousand Four Hundred Forty Dollars					
PRICE IN WORDS					

Continue to Next Page

**PRICING PAGES (Cont'd)**

GROUP B - BYPASS PUMPING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
B1	Provide temporary bypass pumping system for 8" to 12" main as specified	5	DAY	750. <sup>00</sup>	3750. <sup>00</sup>
B2	Provide temporary bypass pumping system for 15" to 24" main as specified	5	DAY	4400. <sup>00</sup>	22,000. <sup>00</sup>
B3	Provide temporary bypass pumping system for 30" to 36" main as specified	5	DAY	4900. <sup>00</sup>	24,500. <sup>00</sup>
B4	Provide temporary bypass pumping system for 42" to 48" main as specified	5	DAY	5500. <sup>00</sup>	27,500. <sup>00</sup>
B5	Provide temporary bypass pumping system for 60" main as specified	5	DAY	7000. <sup>00</sup>	35,000. <sup>00</sup>
B6	Provide temporary bypass pumping system for 72" main as specified	5	DAY	10,000. <sup>00</sup>	50,000. <sup>00</sup>
				TOTAL \$	162,750. <sup>00</sup>
<p>One Hundred Sixty Two Thousand Seven Hundred Fifty Dollars —</p> <p>PRICE IN WORDS</p>					

Continue to Next Page

**PRICING PAGES (Cont'd)**

GROUP C - CIPP LINING (STEAM CURED)						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	
C1	Furnish and Install 8" CIPP lining	3,000	LF	NB	0	
C2	Furnish and Install 10" CIPP lining	2,000	LF	NB	0	
C3	Furnish and Install 12" CIPP lining	2,000	LF	NB	0	
C4	Furnish and Install 15" CIPP lining	1,600	LF	NB	0	
C5	Furnish and Install 18" CIPP lining	1,000	LF	NB	0	
C6	Furnish and Install 24" CIPP lining	1,000	LF	NB	0	
C7	Furnish and Install 30" CIPP lining	800	LF	NB	0	
C8	Furnish and Install 36" CIPP lining	800	LF	NB	0	
C9	Furnish and Install 42" CIPP lining	800	LF	NB	0	
C10	Furnish and Install 48" CIPP lining	800	LF	NB	0	
C11	Furnish and Install 60" CIPP lining	600	LF	NB	0	
C12	Furnish and Install 72" CIPP lining	600	LF	NB	0	
					TOTAL \$	0
No BID						
PRICE IN WORDS						

Continue to Next Page

**PRICING PAGES (Cont'd)**

GROUP D - CIPP LINING (UV CURED)					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
D1	Furnish and Install 8" CIPP lining	3,000	LF	55. <sup>00</sup> / <sub>100</sub>	165,000.
D2	Furnish and Install 10" CIPP lining	2,000	LF	63. <sup>00</sup> / <sub>100</sub>	126,000.
D3	Furnish and Install 12" CIPP lining	2,000	LF	68. <sup>00</sup> / <sub>100</sub>	136,000.
D4	Furnish and Install 15" CIPP lining	1,600	LF	100. <sup>50</sup> / <sub>100</sub>	160,800.
D5	Furnish and Install 18" CIPP lining	1,000	LF	130. <sup>50</sup> / <sub>100</sub>	130,500.
D6	Furnish and Install 24" CIPP lining	1,000	LF	168. <sup>00</sup> / <sub>100</sub>	168,000.
D7	Furnish and Install 30" CIPP lining	800	LF	238. <sup>00</sup> / <sub>100</sub>	190,400.
D8	Furnish and Install 36" CIPP lining	800	LF	302. <sup>00</sup> / <sub>100</sub>	241,600.
D9	Furnish and Install 42" CIPP lining	800	LF	310. <sup>00</sup> / <sub>100</sub>	248,000.
D10	Furnish and Install 48" CIPP lining	800	LF	380. <sup>00</sup> / <sub>100</sub>	304,000.
D11	Furnish and Install 60" CIPP lining	600	LF	625. <sup>00</sup> / <sub>100</sub>	375,000.
D12	Furnish and Install 72" CIPP lining	600	LF	650. <sup>00</sup> / <sub>100</sub>	390,000.
				TOTAL	\$ 2,635,300.
Two Million Six Hundred Thirty Five Thousand Three Hundred Dollars					
PRICE IN WORDS					

Continue to Next Page

**PRICING PAGES (Cont'd)**

GROUP E - GENERAL REQUIREMENTS					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
E1	Mobilization	1	EA	5000. <sup>00</sup>	5000.00
E2	Maintenance and Protection of Traffic	1	EA	2900. <sup>00</sup>	2900.00
E3	Site Clearing	100	SY	100. <sup>00</sup>	10000.00
				TOTAL \$	17,900.00
<p>Seventeen Thousand Nine Hundred Dollars</p> <p>PRICE IN WORDS</p>					

Continue to Next Page

**PRICING PAGES (Cont'd)**

GROUP F - CIPP LINING FOR HIGHWAY CROSS CULVERTS (STEAM CURED)				UNIT PRICE	EXTENDED PRICE
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
F1	Maintenance and Protection of Traffic for Highway Cross Culverts	100	DAY	NB	0
F2	Furnish and Install 8" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F3	Furnish and Install 10" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F4	Furnish and Install 12" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F5	Furnish and Install 15" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F6	Furnish and Install 18" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F7	Furnish and Install 24" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F8	Furnish and Install 30" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F9	Furnish and Install 36" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F10	Furnish and Install 42" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F11	Furnish and Install 48" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F12	Furnish and Install 60" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
F13	Furnish and Install 72" CIPP lining, Pay Range 1' to 100'	300	LF	NB	0
				TOTAL \$	0
NO BID					
PRICE IN WORDS					

PRICING PAGES (Cont'd)

GROUP G - CIPP LINING FOR HIGHWAY CROSS CULVERTS (UV CURED)						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	
G1	Maintenance and Protection of Traffic for Highway Cross Culverts	100	DAY	250. <sup>00</sup> / <sub>100</sub>	25,000	
G2	Furnish and Install 8" CIPP lining, Pay Range 1' to 100'	300	LF	60. <sup>00</sup> / <sub>100</sub>	18,000	
G3	Furnish and Install 10" CIPP lining, Pay Range 1' to 100'	300	LF	70. <sup>00</sup> / <sub>100</sub>	21,000	
G4	Furnish and Install 12" CIPP lining, Pay Range 1' to 100'	300	LF	80. <sup>00</sup> / <sub>100</sub>	24,000	
G5	Furnish and Install 15" CIPP lining, Pay Range 1' to 100'	300	LF	99. <sup>00</sup> / <sub>100</sub>	29,700	
G6	Furnish and Install 18" CIPP lining, Pay Range 1' to 100'	300	LF	125. <sup>00</sup> / <sub>100</sub>	37,500	
G7	Furnish and Install 24" CIPP lining, Pay Range 1' to 100'	300	LF	168. <sup>00</sup> / <sub>100</sub>	50,400	
G8	Furnish and Install 30" CIPP lining, Pay Range 1' to 100'	300	LF	235. <sup>00</sup> / <sub>100</sub>	70,500	
G9	Furnish and Install 36" CIPP lining, Pay Range 1' to 100'	300	LF	299. <sup>00</sup> / <sub>100</sub>	89,700	
G10	Furnish and Install 42" CIPP lining, Pay Range 1' to 100'	300	LF	468. <sup>00</sup> / <sub>100</sub>	140,400	
G11	Furnish and Install 48" CIPP lining, Pay Range 1' to 100'	300	LF	600. <sup>00</sup> / <sub>100</sub>	180,000	
G12	Furnish and Install 60" CIPP lining, Pay Range 1' to 100'	300	LF	1000. <sup>00</sup> / <sub>100</sub>	300,000	
G13	Furnish and Install 72" CIPP lining, Pay Range 1' to 100'	300	LF	2000. <sup>00</sup> / <sub>100</sub>	600,000	
					TOTAL \$	1,586,200
<p>One Million Five Hundred Eighty Six Thousand Two Hundred Dollars —</p> <p>PRICE IN WORDS</p>						

**PROPOSAL, CERTIFICATIONS AND SIGNATURE:**

**TO:** Director of Purchasing, Onondaga County Division of Purchase, 421 Montgomery St., Syracuse, NY 13202.

*Addenda Acknowledgment:*

The following addenda have been received, reviewed and are included in this bid:

<u>Addenda #</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I agree to provide all the material, equipment, labor and/or services to the County of Onondaga and/or its political subdivisions for the amount(s) set forth in this Bid, all in accordance with the requirements of the Instructions to Bidders and the documents referred to therein.

I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to all the terms and conditions set forth in the Bid Packet/Instructions to Bidders and all the documents referred to therein.

I have signed and included the following Certifications with this Bid:

- Non-Collusion Certification
- No Conflict of Interest or Detrimental Effect Certification
- Iranian Divestment Certification
- Prevention of Sexual Harassment Certification

I make this bid on behalf of the Company identified below and am authorized to make this commitment.

Firm Name: PRECISION TRENCHLESS LLC

By:   
Signature

Printed Name: MICHAEL RALBUSKEY

Title: VP SALES

Contact person: MICHAEL PARBOVSKY

Address: 1710 ERIE BLVD, SEAFORTH NY 12308

Phone: 518-429-1164

Fax Number: 518-346-6077

Federal ID Number: 46-5433576

Purchase Order Address (if different than above):  
\_\_\_\_\_

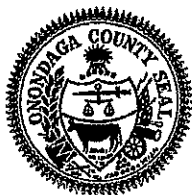
Ordering Email: rbridegroom@~~pim-inc.com~~ precisiontrenchless.com

Bid Email: miker@pim-inc.com

Note: Vendors MUST provide a properly completed IRS Form W-9 with their bid.

**This page must be signed and returned along with additional required Certifications.**





# Contract Pricing Sheet

## Exhibit A

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

Bid Reference: BID0010984

Procurement Description: Collection System Infrastructure Renewal - Cured in Place Pipe	Date of Bid Release: 10/05/2023 at 11:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To:  Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Brian Chairmonte Email: brianchairmonte@ongov.net
Deadline for Submission of Questions: October 19, 2023	Bid Submission Deadline: Date/Time: 11/01/2023 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid Meeting: No	
If a Bid Security Required, the amount of such bond is as follows:	Is a Performance Security Required? No	
PRC Number: Yes PRC Number: 2023011554	If a Performance Security is required, the amount of such bond is as follows:	
MWBE Required: No		

**PURCHASING INSERT CONTRACT PRICING DETERMINED AFTER BID OPENING SHEET HERE**

**PREVENTION OF SEXUAL HARASSMENT CERTIFICATION**

New York State Labor Law §201-g requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

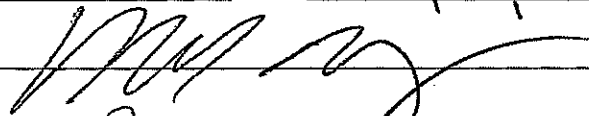
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace that, at a minimum, meets the requirements of NY Labor Law §201-g and provides annual sexual harassment prevention training to all of its employees.

Consistent with the requirements of NY Finance Law §139-L, this bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification; provided, however, that if a bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

\*\*\*\*\*

Under penalty of perjury, by signing below, I submit this bid on behalf of the below named Firm, and certify that said Firm has and has implemented a written policy addressing sexual harassment prevention in the workplace that, at a minimum, meets the requirements of NY Labor Law §201-g and provides annual sexual harassment prevention training to all of its employees. I further certify that I am duly authorized by the Firm to make this certification on behalf of the Firm.

Firm Name: PRECISION TRACKLESS LLC Date: 10/30/23

Signature of Authorized Person: 

Printed Name and Title of Authorized Person: MICHAEL RAUBOVSKY - VP SALES

**BID PROPOSAL**

BID TITLE: Collection System Infrastructure Renewal- CIPP

BID NUMBER: # BID0010984

**Non-Collusive Bidding 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 to the best of his/her knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

PRECISION TRAVELERS LLC  
Bidder's Name

By: [Signature]  
Signature

Print Name: MICHAEL BALBOUSKY

Title: VP SALES

### **CERTIFICATION OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT**

The Firm offering to provide services pursuant to this solicitation, as a Consultant, joint venture consultant, subconsultant, or subcontractor, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the County of Onondaga.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any County project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the County;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has regarding any existing contracts or agreements between the Firm and the County;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the County;
4. The fulfillment of any other contractual obligations that the Firm has with the County will not affect or influence its ability to perform under any contract with the County resulting from this solicitation;
5. During the negotiation and execution of any contract resulting from this solicitation, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the County as a whole including, but not limited to, any action or decision to divert resources from one County project to another;
6. In fulfilling obligations under each of its County contracts, including any contract which results from this solicitation, the Firm will act in accordance with the terms of each of its County contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the County as a whole including, but not limited to, any action or decision to divert resources from one County project to another;
7. No former officer or employee of the County who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the County, has played a role with regard to the administration of this contract procurement in a manner that may violate applicable Ethics Laws; and
8. The Firm has not and shall not offer to any employee, member or director of the County any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this solicitation should note that the County recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The County will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Precision Textiles LLC  
Bidder's Name

By: [Signature]  
Signature

Print Name: MICHAEL FAIBOVSKY

Title: VP SALES

**IRANIAN DIVESTMENT 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 to the best of their knowledge and belief that each bidder is not on the list created pursuant to NY State Finance Law §165-a(3)(b) (<https://ogs.ny.gov/iran-divestment-act-2012>).

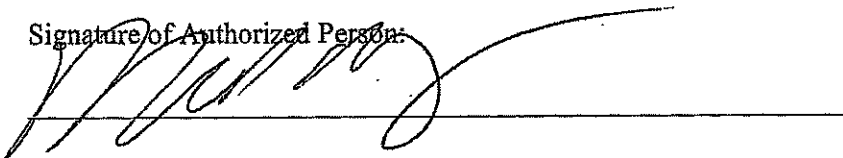
Each bidder and each person signing on behalf of any bidder further certifies under penalty of perjury, that to the best of their knowledge and belief, the bidder:

- (a) Does not provide goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND
- (b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector of Iran.

Under penalty of perjury, by signing below, I the above certification on behalf of the below named Firm. I further certify that I am duly authorized by the Firm to make this certification on behalf of the Firm.

Firm Name: Precision Technology LLC Date: 10/30/23

Signature of Authorized Person:



Printed Name and Title of Authorized Person:

MICHAEL FALBOWSKY - VP SALES

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Precision Trenchless, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**1710 Erie Blvd.**

6 City, state, and ZIP code

**Schenectady, NY 12308**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-							
or											
Employer identification number											
4	6			-	5	4	3	3	5	7	6

## Part II Certification

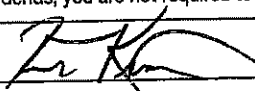
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

 **CONTROLLER**

Date ► **10/30/23**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.
- Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Kapnick Insurance Group		NAMED INSURED Precision Group of Companies, LLC Precision Industrial Maintenance, LLC Precision Trenchless, LLC Martin Environmental Services, LLC 1710 Erie Blvd Schenectady NY 12308	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary and Non-Contributory – ECP 12 48 01 21  
Waiver of Subrogation - ECP 1260 01 21

**AUTOMOBILE:**  
Additional Insureds-  
CA 2001 (11/20) – Lessor - Additional Insured & Loss Payee  
CA0443 (11/20) & CA0444 (11/20) - Waiver of Subrogation

**WORKERS COMPENSATION**  
WC000313 - Waiver of Subrogation

Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to mail 30 days written notice, (10 days for non-payment of premium), to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents, or representatives.

**RESOLUTION  
#11**

Resolution No. \_\_\_ of 2024 , a resolution authorizing the purchase of two (2) radar speed signs for the Highway Department from Traffic Systems Inc.

WHEREAS, the Town Highway Department is responsible for local road maintenance throughout the Town, and

WHEREAS, students from the Shenendehowa Central School District have expressed a desire to see better compliance with the posted school speed zone of 25 mph on Moe Road, and

WHEREAS, the Town Board determines that fixed pole-mounted radar speed signs are a safety item that is deployable within the Right of Way (ROW) of Moe Road, to encourage lower speeds driven within the designated school zone to increase driver awareness and safety for pedestrians, motorists, and cyclists, who all share use within this ROW; now, therefore, be it

RESOLVED, that the Town Board authorizes the Director of Planning and Zoning, John Scavo, to purchase two (2) solar-powered and pole-mounted radar speed signs from Traffic Systems Inc, Holtsville, NY, in an amount not to exceed \$8,000, to be paid with a transfer from Contingency and a transfer to A-03310-00215 (General Fund- Traffic Safety- Traffic Safety), and be it further

RESOLVED, that upon receipt of the radar signs, the Highway Department is authorized to install the signage per all local, state and federal requirements, including Manual on Uniform Traffic Control Devices (MUTCD) and the current NYS Supplement.

## Cynthia, Zlogar

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**From:** Town of Clifton Park Official Website <info@cliftonpark.org>  
**Sent:** Thursday, May 30, 2024 12:33 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 #818

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:** A. Morelli

**Agenda Session Date:** 06/03/2024 ✓

**Board Meeting Date:** 06/03/2024 ✓

**Alternate Date:** 06/17/2024

**Budget Number:** Need to check with Mark Heggen

**Budget Description:** Need from Mark Heggen

**Amount:** \$8000.00

**Brief Description:** Purchase two solar powered, pole mounted speed radar signs from ~~All Traffic Systems~~ *Traffic Systems Inc.* for installation by the Town Highway Department on Moe Road within the School Zone Speed Limit Area by the Shenendehowa Campus

**Add Supporting Docs:**

[3f0508e11ea9a260 DraftSpeedSignResolutionpdf.pdf](#)

[66a8b10b55c13c5f 2024 SS 12 Shield Yellow vf3 1.pdf](#)

[443054da3ec1d86c Shield Radar Speed Sign.pdf](#)

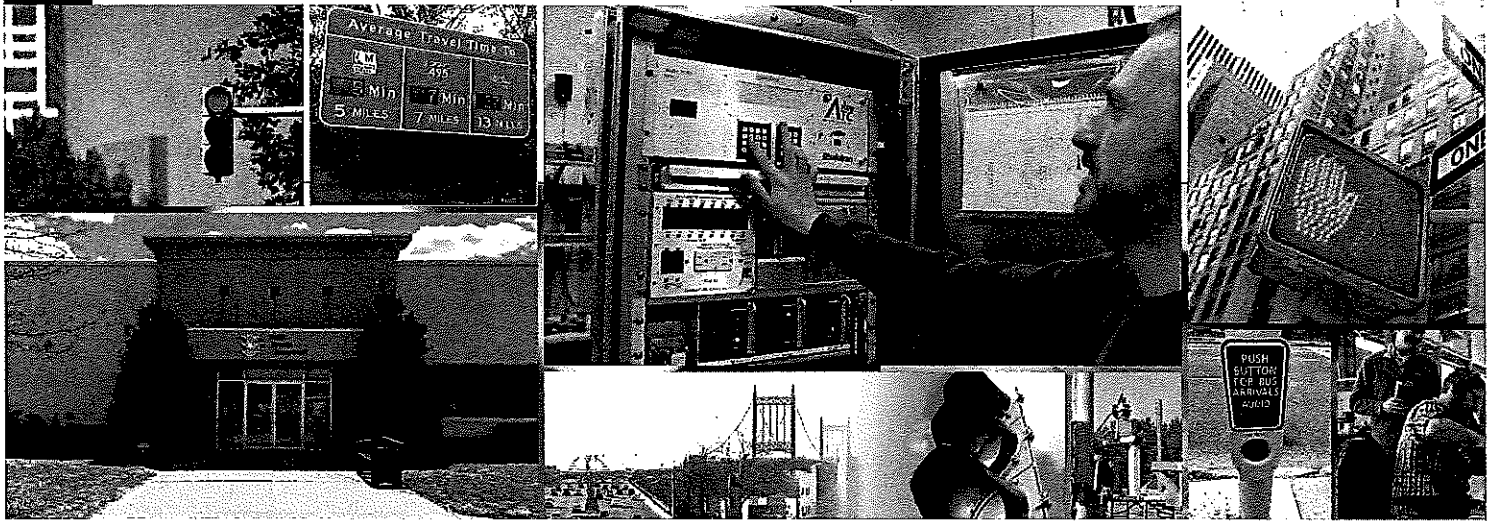
**Additional Comments/Details:** J.Scavo will confirm pricing consistent with State Contract and NYSID and will supply information by 5/31.

Looking to pass resolution to allow Shenendehowa Students who engaged the Town in exploring the solution to participate in attending the Town Board Meeting before their senior graduation.


**Agree to Terms:** Agree


[unsubscribe](#)

Traffic Systems Inc. Website Hud Loop Video

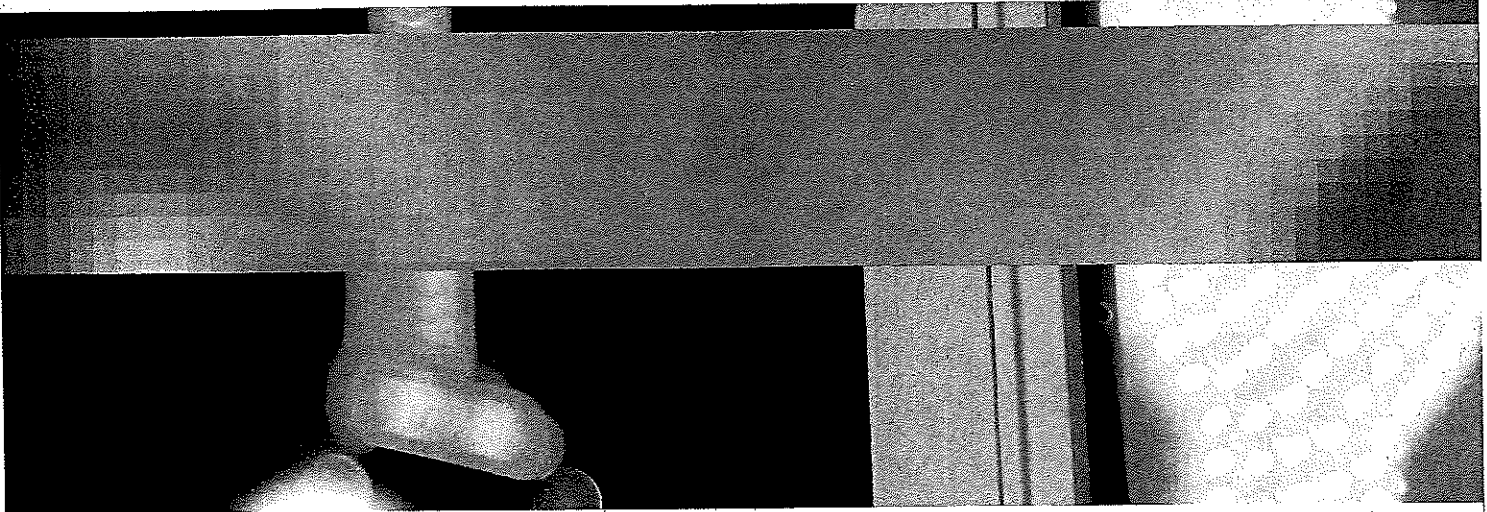


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# MAKING THE ROAD A BETTER PLACE

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ON-DEMAND  
METAL SHOP  
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REGIONAL  
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# SHIELD 12 RADAR SPEED SIGN



## Features

- 12" x 6" digits, 112 LED/digit
- **Dimensions, weight without battery:** 13.5" high x 15.5" wide x 3.12" deep, 12 lb.
- **Universal mounting system:** attach to pole, trailer or vehicle hitch mount
- **Integral camera:** for awareness and alert-driven images
  - 640 x 480-pixel daylight images (optional in Sh12B)
- **Radar:** K Band (24.15 GHz), FCC certified, no license required, +/-1 mph accuracy, 12-degree cone pickup area, 5-105 mph
- **Range:** 1200+ ft (12B, 15B range: 400')
- Meets Federal Department of Transportation MUTCD Specifications

## Sign Modes

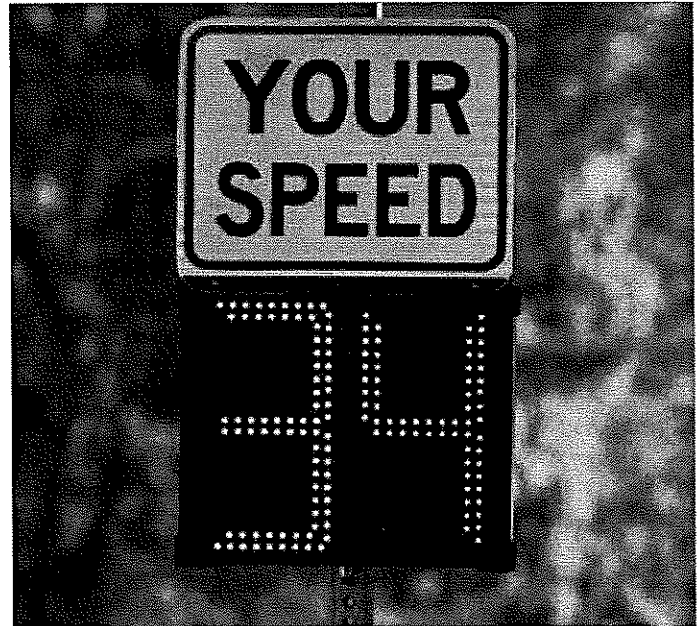
- **Speed Display:** Displays approaching vehicle's speed and records traffic speed and volume data
- **Display Off:** Collect traffic speed and volume data with no display
- **Speed Limit Sign:** Scheduling feature supports changing sign mode or speed limit on daily or weekly schedules
- Collect traffic data – Vehicle volume by speed and time – in all modes
- Sign returns to last configuration when power applied

## Configuration

### **On-Board Programming (Standard on all units):**

- Set speed limit
- Set display mode
- Set radar sensitivity

### **ATS PC Sign Manager Local Communication**



### **(PC control/USB connection: Standard on all signs)**

- PC based client software
- Connect to sign via USB or Bluetooth (optional)

### **ATS Android App Local Communication (Optional):**

- Android OS wireless Bluetooth control local to sign
- Android device can be smartphone or tablet with Bluetooth

### **Local Communication Features:**

- Create and change modes and settings
- Local data retrieval and management
- Local image retrieval and management from internal camera
- Manage all sign settings, automatic sync with TrafficCloud (optional) when power applied
- All traffic data can be saved for online management and backup
  - Retrieve data and save to TrafficCloud, generate limited reports online from hosted data

### **TrafficCloud® Cloud-based Portal**

- Integrated cell modem for remote management

- Turnkey system. Remote sign connection functional upon ship. Sign connects to the TrafficCloud portal when sign powered
- Fully hosted cloud-based portal
  - Provides access anywhere on any Internet-connected computer or smartphone
  - No IT involvement or support necessary. The system bypasses customer network, eliminating access issues
  - Cellular service provided by All Traffic Solutions, no separate cellular charges
  - Hosted database requires no customer setup

## TrafficCloud Features

All features included in TrafficCloud:

- **Remote Equipment Management:** Change messages and settings remotely, monitor sign online
- **Ready-made Reports:** Online data retrieval and management, analysis and enhanced report generation
- **Real-time Alerts:** Notifications via email or text for low battery and tampering, high speed and congestion, alerts can include images
- **Mapping:** Visually manage equipment and data
- **Premier Care Warranty:** Ongoing hardware defect repairs and remote diagnostics

## Speed Programming

- Configure the following parameters via TrafficCloud (subscription required), ATS PC Sign Manager, or ATS Android app:
  - Speed limit
  - Maximum speed displayed
  - Display activated by vehicles as they pass
  - Violator alert display (strobe, flashing) triggered at your defined threshold speed
  - Radar sensitivity (range)
  - Speed limit sign operation
  - Change speed limit up to six times per day
  - Sign flashes when car passing over speed limit, blinks when car over maximum speed displayed
- Set time via PC or sync with cell signal
- Sign firmware upgradeable remotely or in the field

## Scheduling

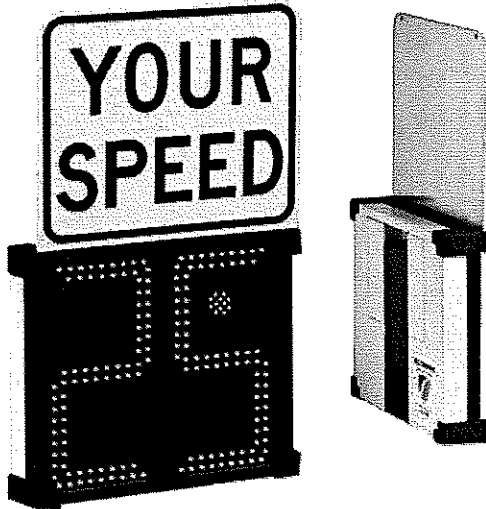
- **All Days:** Schedule up to six different modes for up to 13 different time periods in a 24-hour day, repeats in each 24-hour cycle
- **Seven Days:** Schedule up to six different modes for up to 13 different time periods in a 24-hour day for each of seven days, repeats in each seven day cycle
- All messages and scheduling reside on the sign – no external hardware necessary
- Schedules can be saved for loading on multiple signs
- Program schedule via TrafficCloud, ATS PC Sign Manager or ATS Android app
- Camera activation available in schedule options
- Internal real-time clock, time and schedule maintained with power disconnected

## Data Logging Option

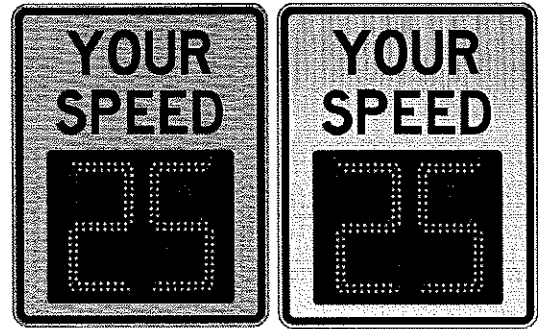
- Traffic data reporting using TrafficCloud (optional)
- Collect data with TrafficCloud automatically or local collection with ATS PC Sign Manager or ATS Android app with data saved to TrafficCloud
- Reports include tables and charts to address all constituents with the most applicable data presentation
- All reports exportable to Excel, CSV and PDF
- Automatic Data Collection - TrafficCloud
  - Data retrieval every three hours- near real-time reporting, memory never full
  - All data in one database, available for analysis, including compliance comparisons, by location

## Reports

- Summary page with average and 85th percentile speed, average daily volume, 10-mph pace speed, high and low speed, display mode
- Traffic counts by speed range, full day and time-bin breakdowns over selected date range with 5-mph resolution
- Vehicle counts by time range per day by hour
- Vehicle counts by speed range and time of day
- **TrafficCloud Reporting:**
  - Compliance by speed range with four ranges
  - Enforcement report showing highest speed and



Optional white compact 'YOUR SPEED' sign and optional violator alert



Optional full-size 'YOUR SPEED' sign wraps

volume violators over selected locations where data collected

- **Local Data Collection:** ATS PC Sign Manager or Android app
  - All data collected hosted in online TrafficCloud for access anywhere
  - Download traffic data from sign with USB or Bluetooth connection
  - 30 days of high-volume data minimum, data collection overwrites oldest data when memory reaches capacity

## Construction

- Compact 'YOUR SPEED' sign
  - **Dimensions:** 13.5" high x 15.5" wide
  - High-intensity yellow prismatic reflective background
  - Sign stores for compact storage and protects sign face, thumbscrews and tamper-proof hardware included
  - Meets MUTCD standard 'D' font and yellow color
  - Optional white color available
- **LED Pixels:** Amber 595 N.m, 30-degree viewing angle, 100,000 hours, black background, (MUTCD compliant)
- ¼" tinted, non-glare, UV stabilized polycarbonate face
- Entire face removable for service

- Aluminium chassis, 14 ga., white powder coat finish, black powder coat front for maximum contrast for digit visibility
- Protective polycarbonate corners also provide guide for 'YOUR SPEED' sign storage
- Conformal coating on all circuit boards
- Integral handle
- Tamper-resistant mounting hardware pocket, hardware secured behind enclosure lock
- **Weather Resistance:**
  - Weatherproof, sealed electronics compartment
  - Drip-proof, two vented battery compartments
  - -40 to 160F operating temperature range, 95% humidity non-condensing (-20F for Bluetooth communication, 5F for internal camera)

## Shield Power

- **Power Input, Max:** 12VDC, 1.1A, 15W
- Power saving circuitry and automatic dimming for ambient light conditions with adjustable dimming range and manual display brightness override
- All Shield signs can be powered interchangeably with any of the following power options; sign can be outfitted to be powered by multiple sources selected in the field
- Capacity for two batteries in sign for extended portable use
  - 10.2Ah Lithium LFP battery with built-in short

- circuit and reverse polarity protection circuitry, 1.5A 12.8VDC output, 120VAC input automatic charger; capacity for up to two batteries in sign for extended portable use
- **External Solar System:** 50W or 90W solar panel and bracket, solar controller panel with 18Ah or 26Ah lead acid battery, 6A 120VAC automatic charger optional
- **Integrated Solar System:** 50W or 90W solar panel and bracket, solar controller panel with 11.5Ah Lithium battery
- 100-220VAC power supply (6A 12VDC) in external enclosure

- **Vehicle Hitch Mount:**
  - Mounts 30" to bottom of sign from receiver tube (final height dependent on receiver height)
  - Fits 1 ¼" or 2" receiver, adapter included, ½" hitch pin
- Locking rotation adjustment on 15-degree increments over 180-degrees, +/- 5-degrees tilt
  - White powder coat finish
- Speed Limit sign with interchangeable digits for 5-65 mph
- **Standard Folding Portable Post:**
  - Folds for easy storage and portability
  - 60" to bottom, 73" to top, add 13" for upper leg position

## Standard System Components

- Shield Radar Speed Sign
- Tamper-resistant mounting plate and hardware
- Key
- ATS PC Sign Manger software with USB cable

## Optional Components and Features

- Full-size 'YOUR SPEED' sign wrap
  - **Dimensions:** 30" high x 24" wide
  - Available in white and yellow
  - Meets MUTCD standard 'D' font
- TrafficCloud cloud-based portal
- Padded carrying case
- Extra mounting brackets
- Violator Alert, LED flash to alert violators.
  - Available in white, blue, or red
- Metric display: 2-digit KPM display
- **Relay Closure:**
  - 7A, 30VDC or 7A 120VAC max, 100mA 5VDC min, no power supplied, simply a contact closure
  - Trigger relay at specified speed with configurable duration from one to ten seconds per radar event

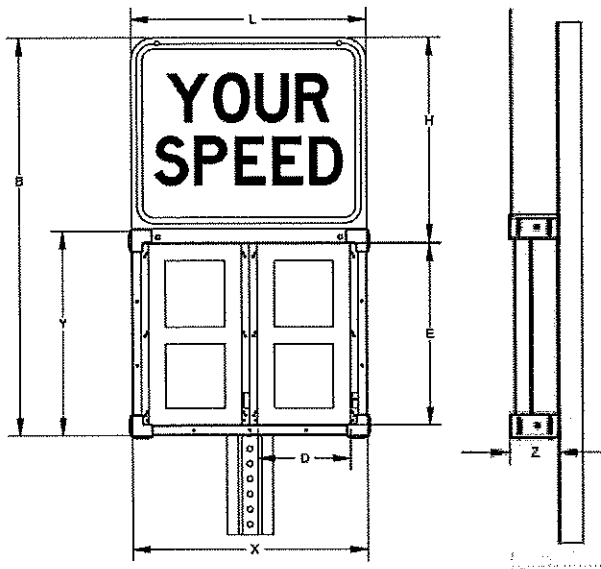
## Shield Mounting Options

- Pole mount standard with included bracket, hardware
  - NCHRP 350 approved on 4" aluminium pole (SS-135)

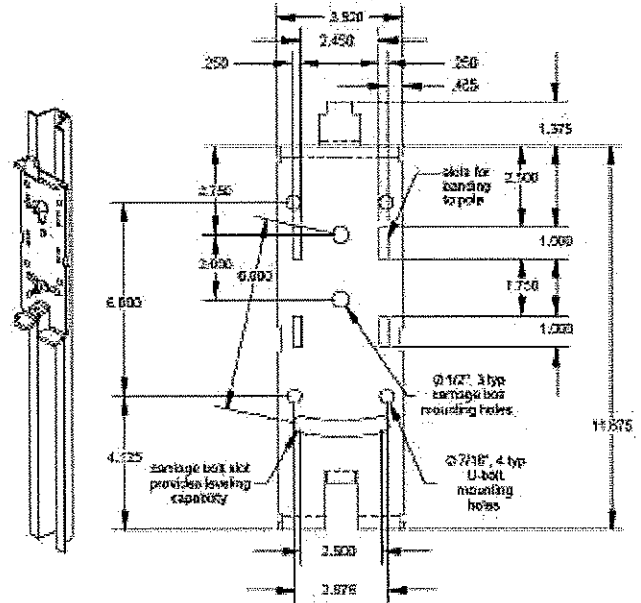
## Premier Care Warranty

- One year warranty (three months on batteries)

### Shield 12 Dimensions



### Shield 12 Mounting Bracket



Dim	X	Y	Z	B	D	E	L	H
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Sh12	13.5	15.5	3.13	26.3	5.75	12	13.5	15.5
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For more information visit us online at [AllTrafficSolutions.com](http://AllTrafficSolutions.com)

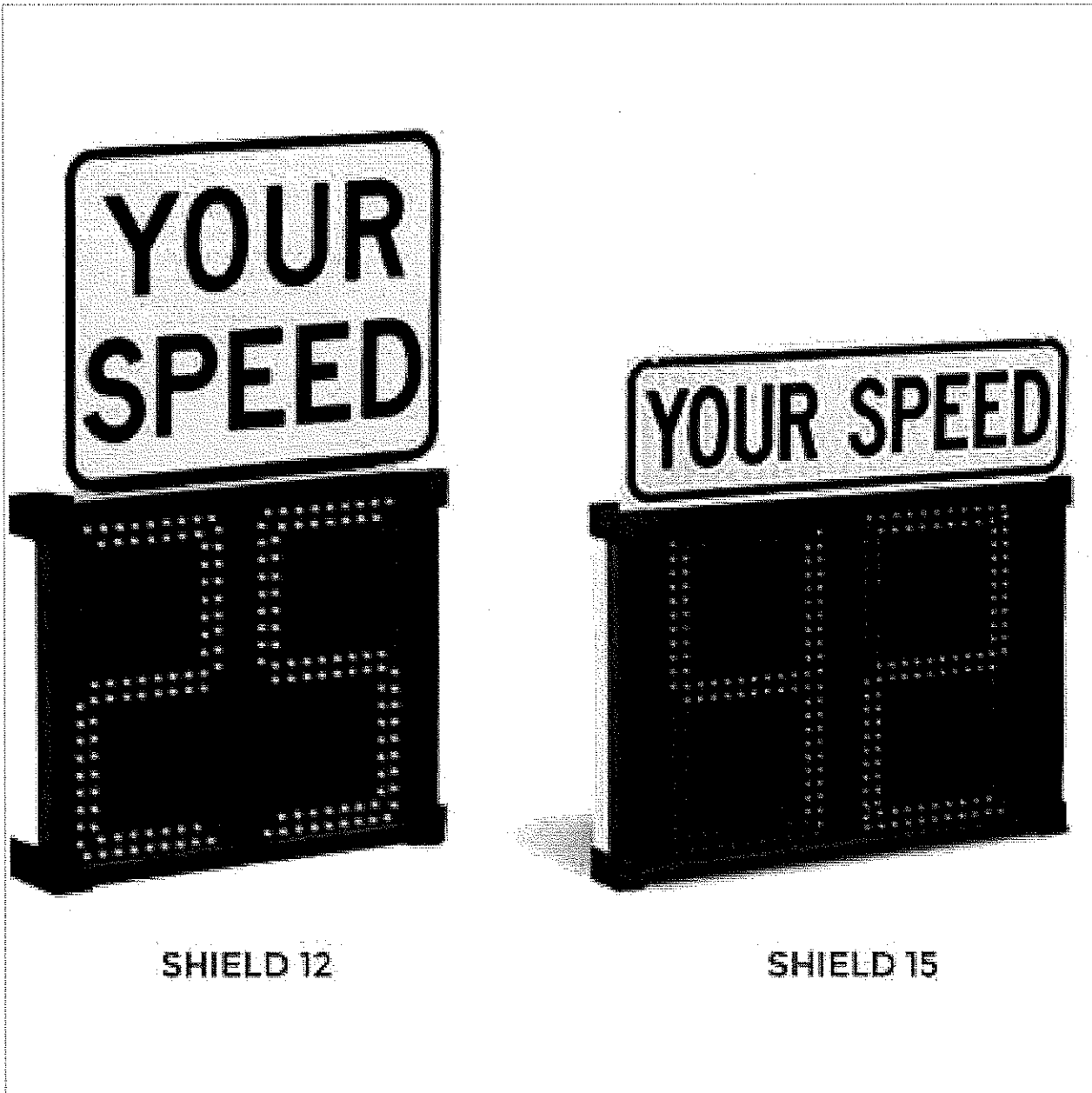
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SOLUTIONS





SHIELD 12

SHIELD 15

## G7257 - Shield Radar Speed Sign



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## Reviews

YOU'RE REVIEWING:

**G7257 - SHIELD RADAR SPEED SIGN**

Nickname \*

Summary \*

Review \*

SUBMIT REVIEW

**NO BID  
PURCHASING**

**STATE-APPROVED  
PRICING**

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SUPERIOR  
PERFORMANCE**

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