

TOWN OF CLIFTON PARK TOWN BOARD MEETING

September 3, 2024

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



- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
 - **7:02pm: Public Hearing to amend Town Code Chapter 208-95 (E)(3)(j), related to construction of communications towers and structures**
 - **Presentation of prizes to the winners of the Parks & Recreation Big Foot Scavenger Hunt**
 - **Resolutions for Consideration**
 - **Other Business**
- VII. **Open Public Privilege**

NOTE:

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

- VIII. **Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
September 3, 2024

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Authorize Highway Department to install “Right to Farm” signs in designated areas in Town	A. Reid
2. Town Board	Accept proposal from Capital Bank for sponsorship/logo placement at the Clifton Common Ice Arena	P. Barrett
3. Highway	Authorize hiring of Michael Gessler and Kevin Clark as Motor Equipment Operators (MEO)	D. Bull
4. Highway	Authorize the reallocation of funds for purchase of parts and hand tools and for tree maintenance	D. Bull
5. Highway	Authorize purchase of a 2023 Enclosed Aluminum Cargo Trailer	D. Bull
6. Highway	Authorize Burn Boot Camp to use Town roads for their 5k charity road race on September 15, 2024	D. Bull
7. Planning	Authorize Director of Planning & Zoning to execute the NYSERDA Clean Energy Communities Grant agreement using his digital signature and security certificate credentials in Adobe format	P. Barrett
8. Parks & Recreation	Authorize the Town Historian to attend the New York State Historian’s Conference per Procurement Policy 10	P. Barrett

STATE OF NEW YORK
COUNTY OF SARATOGA
TOWN OF CLIFTON PARK

NOTICE OF PUBLIC HEARING TO CONSIDER AN AMENDMENT TO
CHAPTER 208-95(E)(3)(j) OF THE TOWN CODE – RELATED TO CLEAR ZONES FOR
COMMUNICATION TOWERS AND STRUCTURES.

Please take notice that a public hearing will be held by the Town Board of the Town of Clifton Park on the 3rd of September, 2024 at 7:02PM in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Clifton Park, NY, at which time and place public comment to the Town Board may be made with regard to Chapter 208-95(E)(3)(j) of the Town Code, to modify the definition of the One-Hundred-Percent Clear Zone and the required clear zone for communication towers and structures.. 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 or online at www.cliftonpark.org.

Teresa Brobston
Clifton Park Town Clerk

Underlining is language addition and [brackets] are deletion of language.

Revision to § 208-95 B. Definitions

ONE-HUNDRED-TEN-PERCENT CLEAR ZONE- The requirement that new communications towers be set back a minimum of 110% of its own height from adjacent property, parcels, and structures, as set forth in § 208-95(E)(3)(j).

Revision to Town Code § 208-95 (E)(3)(j)

All new communications towers or structures must be sited, designed and constructed in such a manner as to [guarantee] provide a one-hundred-ten-percent clear zone in case of tower failure, unless the communications tower or structure can be safely constructed with less than a one-hundred-ten-percent clear zone. The proposed monopole must meet minimum requirements of the New York State Building Code. When applying for a permit, the applicant must also submit a written report certified by a New York State licensed structural engineer detailing how a fifty (50) percent breakaway is achieved without compromising the required design of the monopole.

RESOLUTION
#1

Resolution No. ____ of 2024, a resolution authorizing the Highway Superintendent to install “Right to Farm” signs on Town Roadways.

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

WHEREAS, the Town of Clifton Park is proud of our farming community and the positive impact our farms have had on our Town for generations, and

WHEREAS, the Town of Clifton Park has and should always work to support our farms, and

WHEREAS, the Town Board continues to build on the successful efforts of permanently preserving four working farms, offering tax incentives for large landowners, the annual Farm Fest and the newly established initiative and committee to develop a Farm Preservation Plan, and

WHEREAS, Town Councilwoman Agatha Reid has requested that “Right to Farm” signs be posted on Town of Clifton Park roads at various locations in the Town, and

WHEREAS, through Councilwoman Reid’s request, “Right To Farm” signs have been installed at the following intersections and locations: Grooms Road and Riverview Road, Hubbs Road and Schaubert Road, and at the Clifton Park/Halfmoon town line on Ushers Road, and

WHEREAS, Councilwoman Reid has identified additional locations for “Right To Farm” signs to be installed including: Hatlee Road at the Clifton Park/Ballston Town line; on Longkill Road where Longkill Road becomes Eastline Road at the Clifton Park/Malta Town line; on Route 146 at the Rexford Bridge; on Glenridge Road at the Clifton Park/Glenville Town line; and on Riverview Road at the Clifton Park/Halfmoon Town line; now therefore be it

RESOLVED, that the Highway Superintendent is authorized to post “Right To Farm” signs on Hatlee Road at the Clifton Park/Ballston Town line; on Longkill Road where Longkill Road becomes Eastline Road at the Clifton Park/Malta Town line; on Route 146 at the Rexford Bridge; on Glenridge Road at the Clifton Park/Glenville Town line; and on Riverview Road at the Clifton Park/Halfmoon Town line.

RESOLUTION

2

Resolution No. _____ of 2024, a resolution accepting the sponsorship/logo placement proposal from Capital Bank for the Clifton Park Ice Arena.

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

WHEREAS, the Town published a Request for Proposal (RFP) for proposals to support the Clifton Park Ice Arena through a sponsorship/logo placement relationship for various periods of time depending on the logo placement location, and

WHEREAS, bids were due on Monday, July 29, 2024, and

WHEREAS, Capital Bank submitted the sole responsive proposal, in an amount of \$2,000 per year, to be paid to the Town for a three (3) year logo placement at the Clifton Park Ice Arena, and

WHEREAS, the Town Board wishes to accept the proposal from Capital Bank that is both compatible with Clifton Park's positive image within the southern Saratoga County region and with the activities and facilities at the Ice Arena and Clifton Common to support and enhance these facilities and to promote the business activities of Capital Bank in a mutually supportive environment; now therefore be it

RESOLVED, that the Supervisor is authorized to accept the proposal from Capital Bank, to support the Clifton Park Ice Arena through a Sponsorship/Logo Placement relationship, for a period of three (3) years, with a payment to the Town of \$2,000 per year, to be deposited in the Town's general fund.

Daniel D. Fariello, President
132 State Street, Albany, NY 12207
t. 518.433.5826 e. dfariello@capitalbank.com



July 25, 2024

Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065
Attention: Office of the Town Clerk

Dear Mr. Barrett,

I am writing to you today to propose that Capital Bank partner with the Town of Clifton Park as a three-year sponsor at the Clifton Common Ice Arena as outlined in your Request for Proposal. Our proposal is to receive one placement, either B, C, D, or E, at a cost of \$2,000 per year, over and above the cost of purchasing and placing the logo.

Capital Bank first joined the Clifton Park community in Village Plaza back in June of 2005, and in 2016, we further invested in the community by building a full-service office on the corner of Maxwell Drive and Park Avenue. Additionally, as a community bank, we are proud to give back to the Village in the form of sponsorships, contributions, volunteerism and Chamber support.

Our Bank would be proud to support the Clifton Park Ice Arena with an in-ice logo sponsorship. The growth at the complex has been impressive and certainly speaks to the well-organized, family-oriented events that take place there.

If you have any questions regarding our proposal, or if you would like additional information, please don't hesitate to contact me. Thank you for contacting me regarding this opportunity, and thank you for your support as we continue to grow together to meet the needs of our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Fariello".

Daniel D. Fariello
President
Capital Bank

RESOLUTION
#3

Resolution No. _____ of 2024, a resolution authorizing the Superintendent of Highways to hire Michael Gessler and Kevin Clark as Motor Equipment Operators (MEO) in the Highway Department.

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

WHEREAS, openings exist in the Highway Department for MEO's, and

WHEREAS, the Superintendent of Highways, Dahn Bull, has recommended the hiring of the following individuals:

<u>Name</u>	<u>License Type</u>	<u>Address</u>
Michael Gessler	Class A	Rexford, NY
Kevin Clark	Class B	Ballston Lake, NY

,and

WHEREAS, Mr. Gessler has been working as summer help within the department and has performed well working with vehicles, machinery and equipment, and

WHEREAS, Mr. Clark brings a year of experience in State Highway maintenance and has experience plowing and operating various pieces of equipment; now, therefore, be it

RESOLVED, that the Town Board authorizes the hirings of Michael Gessler and Kevin Clark, both as Motor Equipment Operators for the Highway Department, at Grade 5, Step 1, with a salary of \$56,571/year, at a rate of \$26.99/hr, effective at a start date no earlier than Wednesday, September 4, 2024; and be it further

RESOLVED, that the Comptroller is authorized to transfer funds as detailed in the attached Schedule A.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, August 13, 2024 12:07 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 #892

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

Department: Highway Department
Your Name: Dah Bull
Your Email: dbull@cliftonpark.org
Sponsor: D. Bull
Agenda Session Date: 08/19/2024 ✓
Board Meeting Date: 09/02/2024 ✓
Alternate Date: 09/02/2024
Budget Number: DA-5110-E1500 (Highway General Repairs-MEO), and budget line DA-5142-E1500 (Highway-Snow Removal-MEO)
Budget Description: DA-5110-E1500 (Highway General Repairs-MEO), and budget line DA-5142-E1500 (Highway-Snow Removal-MEO)
Amount: Salary - \$56,571, \$26.99/hr.
Brief Description: A resolution Hiring Michael Gessler as a Motor Equipment Operator for the Town of Clifton Park Highway Department.

Mr. Gessler has recently graduated from Shenendehowa Central School District and the Washington-Saratoga-Warren-Hamilton-Essex BOCES Program.

Mr. Gessler has earned his CDL A.

Mr. Gessler has been working as a summer help with the department and has performed incredibly well working with vehicles, machinery and equipment.

Mr. Gessler is replacing the current vacancy of Laborer Kevin Krul.

Add Supporting Docs:
[73e9346c7e28a116_20240813122710234.pdf](#)

Additional Comments/Details: None at this time.

Agree to Terms: Agree

[unsubscribe](#)

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 28, 2024 2:57 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 #909

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 09/03/2024 ✓

Board Meeting Date: 09/03/2024 ✓

Alternate Date: 09/16/2024

Budget Number: DA-5110-E1500 (Highway General Repairs-Working Supervisor), and budget line DA-5142-E1500 (Highway-Snow Removal-Working Supervisor)

Budget Description: DA-5110-E1500 (Highway General Repairs-MEO), and budget line DA-5142-E1500 (Highway-Snow Removal-MEO)

Amount: Salary of \$56,571, at a rate of \$ 26.99/hr.

Brief Description: Resolution No. of 2024, a resolution authorizing the Superintendent of Highways to hire Kevin Clark as a Motor Equipment Operator in the Highway Department.

Introduced by Council , who moved its adoption, seconded by Council

WHEREAS, after the resignation of Philip Lounsbury, an opening exists in the Highway Department for Motor Equipment Operator, and

WHEREAS, Superintendent of Highways Dahn Bull, has recommended the hiring of the following individual:

Name License Type Address

Kevin Clark Class B 32 Huntington Parkway, Ballston Lake, NY

and,

WHEREAS, Mr. Clark brings a year of experience in State Highway Maintenance, has experience plowing, operation of various pieces of equipment, and has a Class B Driver's License; now therefore, be it,

RESOLVED, that the Town Board authorizes the hiring of Kevin Clark as a Motor Equipment Operator, at Grade 5, Step 1, at a Salary of \$56,571, at a rate of \$ 26.99/hr., effective at a start date no earlier than Wednesday, September 4, 2024, and be it further,

RESOLVED, that Mr. Clark be paid at the above-mentioned rate from budget line DA-5110-E1500 (Highway General Repairs-MEO), and budget line DA-5142-E1500 (Highway-Snow Removal-MEO), for the remainder of the calendar year, and be it further,

RESOLVED, that the Comptroller is authorized to transfer funds from DA-05110-E00 (Highway General Repairs-Philip Lounsbury) of \$ to DA-5110-Exxxx (Highway General Repairs-Employee) and \$ to DA-05142-Exxxx (Highway-Snow Removal-Employee).

Add Supporting Docs:

[b2bfd7b8b134eb7a_20240828152345574.pdf](#)

Additional Comments/Details: Mr. Clark is able to start at any time and does not require a 2 weeks notice for his current employment.

Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

Town of Clifton Park
Salary Allocation

		Grade	Step	Year	Hourly Rate	2024	Weeks to End of Year	Hours	Projected to End of Year
MEO									
Michael	Gessler effective 9/4/2024	5	1	1	26.99		16	40	\$ 17,273.60
Kevin	Clark effective 9/4/2024	5	1	1	26.99		16	40	\$ 17,273.60
Rounded to:									<u>\$ 34,550.00</u>

Transfer funds from:

Highway Fund - Snow Removal - MEO	DA-05142-E1500	\$ 15,116.00
Highway Fund - General Construction - MEO	DA-05110-E1500	<u>\$ 19,434.00</u>
Transfer to: Split between 2 employees		
Highway Fund - Snow Removal - Emp'ee	DA-05142-Exxxx	\$ 15,116.00
Highway Fund - General Construction - Emp'ee	DA-05110-Exxxx	<u>\$ 19,434.00</u>
Highway Fund - Snow Removal - Emp'ee	DA-05142-Exxxx	\$ 7,558.00
Highway Fund - General Construction - Emp'ee	DA-05110-Exxxx	<u>\$ 9,717.00</u>

RESOLUTION

4

Resolution No. _____ of 2024, a resolution reallocating funds within the Highway Budget.

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

WHEREAS, Dahn Bull, Superintendent of Highways has requested a re-allocation of funds to provide for the purchase of parts and hand tools, as well as for tree line maintenance, and

WHEREAS, a warmer 2024 winter led to the reduction in salt use making this budget line, DA-542-138, a good candidate for reallocation for the parts and hand tool purchases, and tree line maintenance expenditures; now therefore be it,

RESOLVED, that the Town Board approves the reallocation of \$44,000 based on the attached Schedule A.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 14, 2024 10:07 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Resolution Request #894

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 08/19/2024 ✓

Board Meeting Date: 09/02/2024 ✓

Alternate Date: 09/16/2024

Budget Number: See attached

Budget Description: See attached

Amount: \$44,000.00

Brief Description: A resolution authorizing the reallocation of funds within the Highway Budget.

Add Supporting Docs:

[1ccc4d553286fa65_20240813152612150.pdf](#)

Additional Comments/Details: None at this time

Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

Town of Clifton Park
Highway Fund
Schedule A
September 3, 2024 Town Board Meeting

<u>Account Code</u>	<u>Transferred From</u>	<u>Transferred To</u>
DA-05142-000138 Highway Fund – Snow Removal – Salt	\$44,000.00	
DA-05130-00231 Highway Fund – Machinery – Auto Parts		\$40,000.00
DA-05130-00220 Highway Fund – Machinery – Hand Tools		\$ 2,000.00
DA-05140-00240 Highway Fund – Misc. Brush & Trees – Brush & Trees		\$ 2,000.00
Total	<u>\$44,000.00</u>	<u>\$44,000.00</u>



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

MEMO

To: Mark Heggen, Comptroller
From: Dahn S. Bull, Superintendent of Highways
cc: Ellen Martin, Deputy Highway Superintendent,
Darlene Allen, Assistant Comptroller
Date: August 13, 2024
Re: Fund Reallocations, Parts and Computer

The Highway Department is requesting the reallocation of funds from the following locations to the requested locations:

Amount:	From:	To:
\$40,000.00	Salt DA-542-138	Parts DA-5130-231
\$2,000.00	Salt DA-542-138	Hand Tools DA-5130-220
\$2,000.00	Salt DA-542-138	Trees DA-5140-240

For reference, below are the January 1st through April 15th salt invoice totals for 2019 through 2024. A warmer 2024 winter with more liquid precipitation led to the reduction in salt use this year makes it a likely candidate reallocation for Parts spending. The added bonus of almost no days with frost in the road also helped.

Year:	Tonnage:
2019	6,894 Tons
2020	3,391 Tons
2021	3,918 Tons
2022	4,763 Tons
2023	4,735 Tons
2024	2,370 Tons

I will be placing a resolution in for Town Board approval so that we can allocate more funding towards parts purchases as well as hand tools and our tree maintenance line. After the resolution is approved, please ensure that this amendment is provided in the complete reconciliations for the period ending December 31, 2024.

RESOLUTION

#5

Resolution No. of 2024, a resolution authorizing the purchase of a 20-foot aluminum cargo trailer for use by the Highway Department.

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

WHEREAS, Superintendent of Highways, Dahn Bull, solicited quotes for the purchase of a 20-foot enclosed aluminum cargo trailer for general use by the Highway Department for piping and catch basin jobs, and for tool storage, and

WHEREAS, quotes were received from five sources, and Anderson Boat submitted the lowest quote for the equipment, and

WHEREAS, Mr. Bull has advised that the 2023 20-foot Lightning Trailer enclosed hauler will meet the needs of the Highway Department and is currently available from Anderson Boat, Burnt Hills, NY; now, therefore, be it

RESOLVED, that the Highway Department is hereby authorized to purchase a 2023 Lightning Trailer enclosed aluminum hauler, model #LTFCH820TA2, in an amount not to exceed \$11,450, to be paid from DA-5130-219 (Highway – Machinery – Highway Truck).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, August 15, 2024 12:54 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 #898

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

Department: Highway Department
Your Name: Dahn Bull
Your Email: dbull@cliftonpark.org
Sponsor: D. Bull
Agenda Session Date: 08/19/2024 ✓
Board Meeting Date: 09/02/2024 ✓
Alternate Date: 09/16/2024
Budget Number: DA-5130-219
Budget Description: Vehicle/Equipment
Amount: \$11,450.00
Brief Description: A resolution purchasing a 2023 Enclosed Cargo Aluminum Trailer. 8 1/2' x 20', Gross Volume Weight of 7000 lbs.

Sought 5 quotes, attached. Anderson Boat in Burnt Hills, NY is the lowest quote.

Add Supporting Docs:

Additional Comments/Details: Backup material is more than 3 MB, and will be emailed to Town Attorney Office.

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Highway Department
Quote Cover Sheet

Date: 8-13-2024

PO Number: _____

Highway Superintendent Approval: Yes! ok!

10/3

Description:

New Enclosed Trailer
8.5' x 20' Aluminum
with pull down rear door

Vendor #1: Anderson Boat #11,450. ✓ ok!

Vendor #2: Versatile Trailer Sales #16,041. ✓

Vendor #3: Versatile Trailer Sales #18,086. ✓

Vendor #4: Dutchman Enterprises #18,900. ✓

#5 Outdoor Motor Sports #19,999. ✓

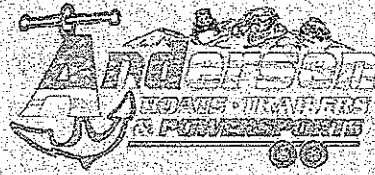
Recommendations:

Anderson Boat is giving a good deal on a 2023 enclosed trailer. They are a local business that we can hopefully do business with in the future as well.

YMSR

Andersen Boat

883 Route 50
Burnt Hills, New York (NY) 12027
Call Us: (518) 399-5003
<https://www.andersenboat.com/>

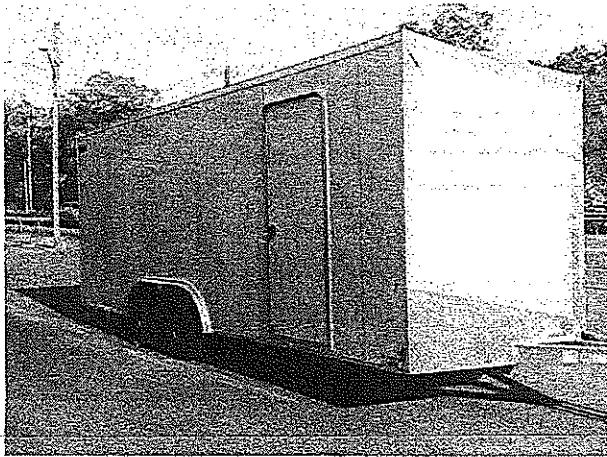


2023 LIGHTNING TRAILERS ENCLOSED CAR HAULER LTFCH820TA2

RETAIL PRICE - \$15,800

OUR PRICE - \$11,450

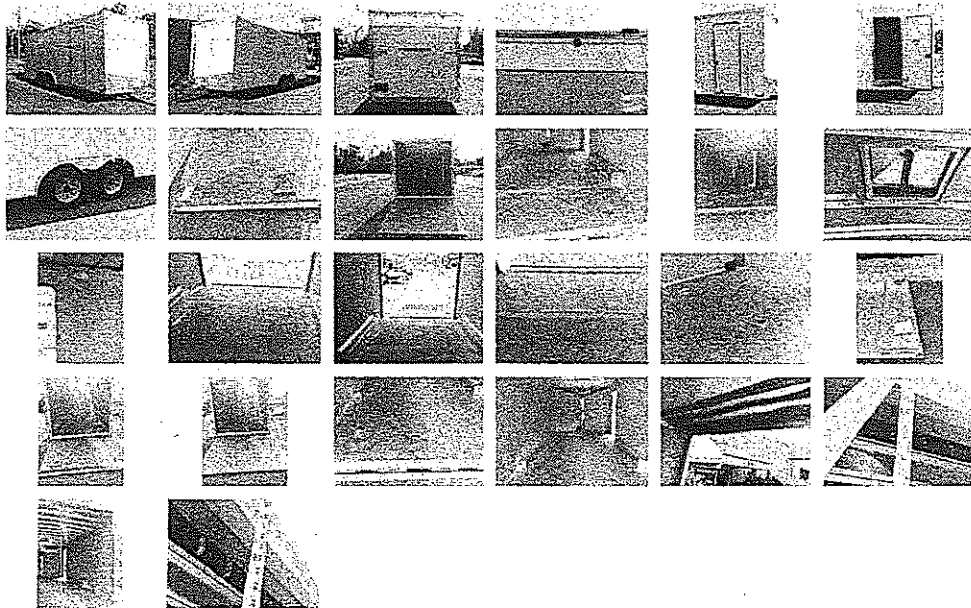
SAVINGS - \$4,350



Lightning Enclosed Car Haulers are the best value in the All-Aluminum car hauler market. A long list of standard features and many great packages and options are available to help you design the Car Hauler you are looking for. Whether you are a weekend racer or making the rounds at various car shows, Lightning Car Haulers are the right choice. Our optional Front Ramp Package is a popular choice for those wishing to use their car hauler for their snowmobiles in the winter. A great alternative to having two different trailers.

+6" interior height, reinforced ramp door, 3/8" plywood walls, roof vent.

PHOTOS



HIGHLIGHTS

CONTACT US

[/-xt-xContact?1=1&fr=xnewinventorydetail&oid=15177402&condition=New&year=2023&make=Lightning+Trailers&model=Enclosed+Car+Hauler+LTFCH820TA2&vtype=Cargo+Tr](https://www.andersenboat.com/new-inventory-detail?1=1&fr=xnewinventorydetail&oid=15177402&condition=New&year=2023&make=Lightning+Trailers&model=Enclosed+Car+Hauler+LTFCH820TA2&vtype=Cargo+Tr)

PRINT

[/-xInventoryDetail?1=1&fr=xnewinventorydetail&oid=15177402&condition=New&year=2023&make=Lightning+Trailers&model=Enclosed+Car+Hauler+LTFCH820TA2&vtype=Cargo](https://www.andersenboat.com/new-inventory-detail?1=1&fr=xnewinventorydetail&oid=15177402&condition=New&year=2023&make=Lightning+Trailers&model=Enclosed+Car+Hauler+LTFCH820TA2&vtype=Cargo)

SHARE

Text Sales at (518) 914-9400 (sms:+5189149400)

[xInventoryDetail%3Fid%3D15177402\)%20from%20Andersen%20Boat.%20Have%20questions%20about%20this%20unit%3F%20Contact%20us%20directly%20by%20visiting%20o](mailto:?subject=2023%20Lightning%20Trailers%20Enclosed%20Car%20Hauler%20LTFCH820TA2%20-%20Andersen%20Boat&body=Hi%20There!%0A%20Check%20out%20this%202023%20Lightning%20Trailers%20Enclosed%20Car%20Hauler%20LTFCH820TA2%20(https%3A%2F%2Fwww.andersenboat.com/new-inventory-detail%3Fid%3D15177402)%20from%20Andersen%20Boat.%20Have%20questions%20about%20this%20unit%3F%20Contact%20us%20directly%20by%20visiting%20o)

Condition

New

Location

Andersen Boat

Stock Number

4684

Vehicle Type

Cargo Trailer

Category

Enclosed Cargo

Color

White

Width

8 ft 6 in

GVWR

7000 lbs

INFO

New 2023 Lightning Trailers Enclosed Car Hauler LTFCH820TA2 Enclosed Cargo Trailer For Sale In Burnt Hills, NY

This New 2023 Lightning Trailers Enclosed Car Hauler LTFCH820TA2 Enclosed Cargo Trailer is for sale at Andersen Boats, Trailers & Powersports located in Burnt Hills, New York. Reach out to Andersen Boats, Trailers & Powersports today CONTACT US (<https://www.andersenboat.com/contact-email-boats-dealership-xcontact>). If this isn't the exact Lightning Trailers Enclosed Cargo Trailer you're looking for don't hesitate to go back and REVISE YOUR ATVSEARCH (<https://www.andersenboat.com/-inventory?condition=new>). We're sure to have the perfect Lightning Trailers Enclosed Cargo Trailer for you in our showroom near Albany, NY. Visit Andersen Boats, Trailers & Powersports, New York's premier Lightning Trailers dealership.

Andersen Boats, Trailers & Powersports

Address: 883 Route 50, Burnt Hills, NY 12027

(<https://www.google.com/maps/place/Andersen+Boats,+Trailers+%26+Powersports/@42.9221612,-73.8836508,15z/data=!4m2!3m1!1s0x0:0xc1128d96cd554bfc?sa=X&ved=1t:2428&hl=en&ictx=111>)

Phone: (518) 399-5003 (https://www.google.com/search?sa=X&sca_esv=01ac707ed031b98c&sca_upv=1&rlz=1C1CHBF_enUS878US878&sxsr=ADLYWIL30S7onqo9_J0raDElpMEd5Gg4n0:1721426191592&q=andersen+boat+phone&ludocid=)

2023 Lightning Trailers Enclosed Car Hauler LTFCH820TA2

PHOTOS

SPECIFICATIONS

Condition

New

Stock Number

GET A QUOTE (/--XT-XINQUIRY?)

1=1&FR=XNEWINVENTORYDETAIL&OID=15177402&CONDITION=NEW&YEAR=2023&MAKE=LIGHTNING+TRAILERS&MODEL=EM

8/13/24, 2:17 PM

New 2023 Lightning Trailers Enclosed Car Hauler LTFCH820TA2 Enclosed Cargo Trailer For Sale In Burnt Hills, New York | Anders...

Make	Lightning Trailers
Model	Enclosed Car Hauler LTFCH820TA2
Vehicle Type	Cargo Trailer
Category	Enclosed Cargo
Width	8 ft 6 in
GVWR	7000 lbs
Payload Capacity	4650 lbs

MANUFACTURER INFO



Dimensions

Overall Length	24' 6"
Overall Width	8' 6"
Overall Height	8' 10"
Interior Length	21' 8"
Interior Width	7' 11"
Interior Height	6' 6"
Width	(Wheel Wells): 6'9"
Rear Door	Width: 7' 6" Height: 6' 8"
Hitch Height	18"
Platform Height	22"
Dimensions	Beavertail: 4'
Hitch Ball Size	2 5/16"

Capacities

Hitch Weight Capacity	353 lb.
Payload Capacity	4650 lb.
Axle Capacity, Rear	3,500 lb. Spring

Weights

GVWR	7000 lb.
Curb Weight	2350 lb.

Brakes

Brake System Type	4-10" Electric
-------------------	----------------

Wheels & Tires

Tires, Rear Specification	ST205/75D15
Wheels	5-Bolt

Chassis

Axle Count	2
Mainframe	2" x 5" Tube

Features

Features	Rear Door Ramp
Construction Material	Floor: 3/4" 1 Side Painted



PAYMENTS

Recommendations

GET A QUOTE ▶ (/--XT-XINQUIRY?)

1=1&FR=XNEWINVENTORYDETAIL&OID=15177402&CONDITION=NEW&YEAR=2023&MAKE=LIGHTNING+TRAILERS&MODEL=EN

VERSATILE TRAILER SALES

786 ROUTE 9

GANSEVOORT, N.Y 12831

P. 518-584-6960

F.518-584-4379

ESTIMATE ON TRAILER

DATE: 8/12/24

8.5x20
Durabull
Charcoal color

STOCK#: 15111

VIN#: 02897

COST OF UNIT \$15950-

NYS INSP \$6-

PROCESSING FEE \$75-

NEW YORK PLATE \$ —

ANNUAL REGISTRATION \$ —

GVWR# —

N.Y. STATE TIRE FEE \$10-

\$2.50 PER TIRE-4

N.Y. STATE TITLE FEE \$ —

REQ. OVER 1000# UL

N.Y. STATE SALES TAX \$ exempt - need form

— %PER COUNTY

GRAND TOTAL \$16041-

VERSATILE TRAILER SALES

786 ROUTE 9

GANSEVOORT, N.Y 12831

P. 518-584-6960

F.518-584-4379

ESTIMATE ON TRAILER

DATE: 8/12/24

8.5x20
Durabull
Silver front / Black rear

STOCK#: 15110

VIN#: 02963

COST OF UNIT \$17995-

NYS INSP \$6-

PROCESSING FEE \$75-

NEW YORK PLATE \$ —

ANNUAL REGISTRATION \$ —

GVWR# —

N.Y. STATE TIRE FEE \$10-

\$2.50 PER TIRE- 4

N.Y. STATE TITLE FEE \$ —

REQ. OVER 1000# UL

N.Y. STATE SALES TAX \$ exempt - need form

— % PER COUNTY

GRAND TOTAL \$18086-



HOURS: FORT PLAIN, NY

Mon - Fri: 8:00 am - 5:00 pm

HOURS: COBLESKILL, NY

Mon - Fri: 10:00 am - 6:00 pm

Fort Plain, NY (/contact-us)

Cobleskill, NY (/contact-us)

- (/HOME) HOME
- ALL INVENTORY
- (/SHOWROOM) SHOWROOM
- (/FINANCING) FINANCING
- (/PARTS) PARTS
- (/SERVICE) SERVICE
- (/RENTALS) RENTALS
- (/ABOUT-US) ABOUT US
- (/CONTACT-US) CONTACT US

- Home (/home)
- All Inventory
- Showroom (/showroom)
- Financing (/financing)
- Parts (/parts)
- Service (/service)
- Rentals (/rentals)
- About Us (/about-us)
- Contact Us (/contact-us)

(/all-inventory)

(tel:+15189212016) (mailto:dutchmanenterprises3%40gmail.com) (https://www.facebook.com/DutchmanEnterprisesFortPlain/)

Fort Plain, NY (/contact-us)

Cobleskill, NY (/contact-us)

Home (/) / 2024 CellTech 8 1/2x20x7 Cargo / Enclosed Trailer

2024 CELLTECH 8 1/2X20X7 CARGO / ENCLOSED TRAILER

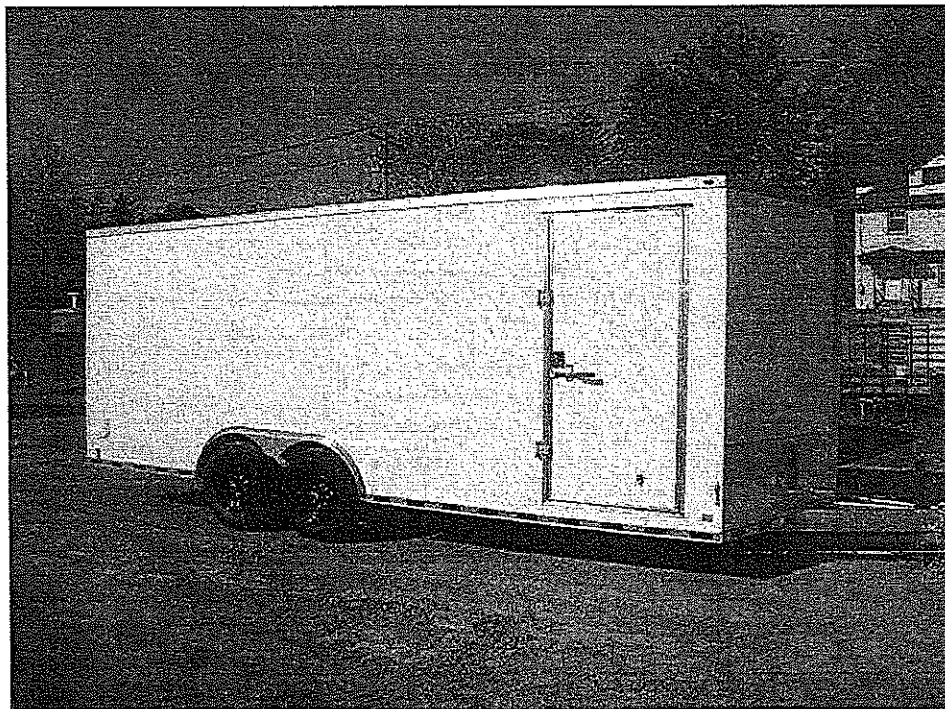
Go Back

Start A Deal

Request Info

Apply for Financing

Print Unit Info (/export-inventory-pdf?id=3949227)



(https://dealer-cdn.com/yctTE0/ME07dl/2024_CellTech_8_12x20x7__Cargo__Enclosed_Trailer_KUGQIG7hmai.jpg)

ITEM LOCATION

Dutchman Enterprises
<https://www.dutchmanenterprises.com/>
 dutchmanenterprises3@gmail.com
 95 Willett St.
 Fort Plain, NY, 13339
 (518) 921-2016

Stock No: B477

Our Price: \$18,800.00

As low as \$657 /mo with

VIN:	7XLC1EJ2XRE000477
Condition:	new
Year:	2024
Manufacturer:	CellTech
Model:	8 1/2x20x7
Floor Length:	21' 8" or 260.00"
Weight:	3500 lbs
GVWR:	14000 lbs
Payload Capacity:	10500 lbs



STANDARD FEATURES

AXLE

Choice of:

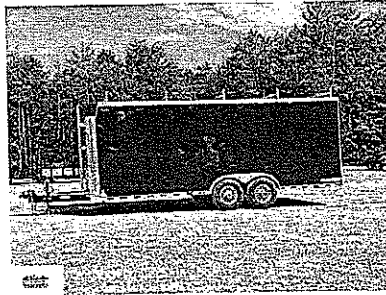
Contact Us!



(tel:5188428812)

[\(-inventory\)](#) 2024 Sure-Trac 8.5 X 20 CONTRACTOR PRO ENCLOSED BULLNOSE

Sure-Trac 8.5x20 Contractor Pro BullNose Enclosed Trailer comes with a GVWR of 14000, 6" Extended Triple Tube Tongue Braced And Gusseted Walls 9" x 14" Corner ... [More](#)



RETAIL PRICE **\$24,999**
OMS PRICE **\$19,999**
SAVINGS **\$5,000**

[Reserve Now](#)

[Get Offer](#)

*OMS pricing excludes applicable taxes, title and licensing, dealer set up, destination, reconditioning and are subject to change without notice. Pricing may exclude any added p

[Read more](#)

PRINT

[\(-inventoryDetail?1=1&fr=xnewinventorydetail&oid=15531605&condition=New&year=2024&make=Sure%2DTrac&model=8%2E5+X+20+CONTRACTOR+PRO+ENCLOSED+BULLI](#)

Down Payment

\$ 1080



Amount to be financed

\$20,518.92

Term (loan length)

36 Months

Your credit score

Good (670 - 699)

APR

12.00%

Est. Monthly Payment

\$682

Receive payments tailored to you without affecting your credit score.

GET PRE-QUALIFIED

[Text Us!](#)

RESOLUTION

#6

Resolution No. _____ of 2024, a resolution authorizing Burn Boot Camp of Clifton Park to use Town roadways for their 2nd Annual 5k charity road race on Sunday, September 15, 2024.

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

WHEREAS, Burn Boot Camp has requested the use of the Town of Clifton Park roadways as specified in the attachment hereto, for the purpose of holding a 5k charity road race on Sunday, September 15, 2024, from 10:00am until the last participant completes the course, and

WHEREAS, the event will raise awareness of Poland Syndrome, a disorder in which affected individuals are born with missing or underdeveloped muscles on one side of the body, resulting in abnormalities that can affect the chest, shoulder, arm and hand, as well as raise funds for the Shriners Children’s Hospital in Springfield, MA, and

WHEREAS, Burn Boot Camp of Clifton Park has presented an insurance certificate to the Town Clerks’ Office, and

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

RESOLVED, that the Town Board hereby authorizes Burn Boot Camp of Clifton Park to use Town roadways as specified in the attachment hereto, on Sunday, September 15, 2024, at 10:00am, for the purpose of holding a 5k charity road race to benefit the Shriners Children’s Hospital in Springfield, MA; and be it further

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

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, August 27, 2024 11:20 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 #907

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 09/03/2024 ✓

Board Meeting Date: 09/03/2024 ✓

Alternate Date: 09/03/2024

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: Resolution No. of 2024, a resolution authorizing Burn Boot Camp of Clifton Park to use Town roadways for their 2nd Annual 5k charity road race, on Sunday, September 15th, 2024.

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

WHEREAS, Burn Boot Camp of Clifton Park has requested the use of the Town of Clifton Park roadways as, specified in the attachment hereto, for the purpose of holding a 5k charity road race on Sunday, September 15th, 2024, from 10:00AM until the last participant completes the course, and

WHEREAS, the event will raise awareness or Poland Syndrome, a disorder in which affected individuals are born with missing or underdeveloped muscles on one side of the body, resulting in abnormalities that can affect the chest, shoulder, arm, and hand, as well as raise funds for Shriner's Children Hospital in Springfield Massachusetts; and

WHEREAS, Burn Boot Camp of Clifton Park has presented an insurance certificate to the Town Clerks Office; and

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

RESOLVED, that the Town Board hereby authorizes Burn Boot Camp of Clifton Park to use Town roadways, as specified in the attachment hereto, Sunday, September 15th, 2024, for the purpose of holding a 5k charity road race to benefit

Shriner's Children Hospital in Springfield Massachusetts, and be it further

RESOLVED, that this approval is expressly conditioned upon the roads not being closed, but employees of Burn Boot Camp of Clifton Park are permitted to temporarily stop traffic at each end of the course in the event both a vehicle and

race participant arrive at the same time.

Add Supporting Docs:

[3157ef0a6e43df18_2nd_annual_5k_Burn_Boot_Camp_of_Clifton_Park_2024.pdf](#)

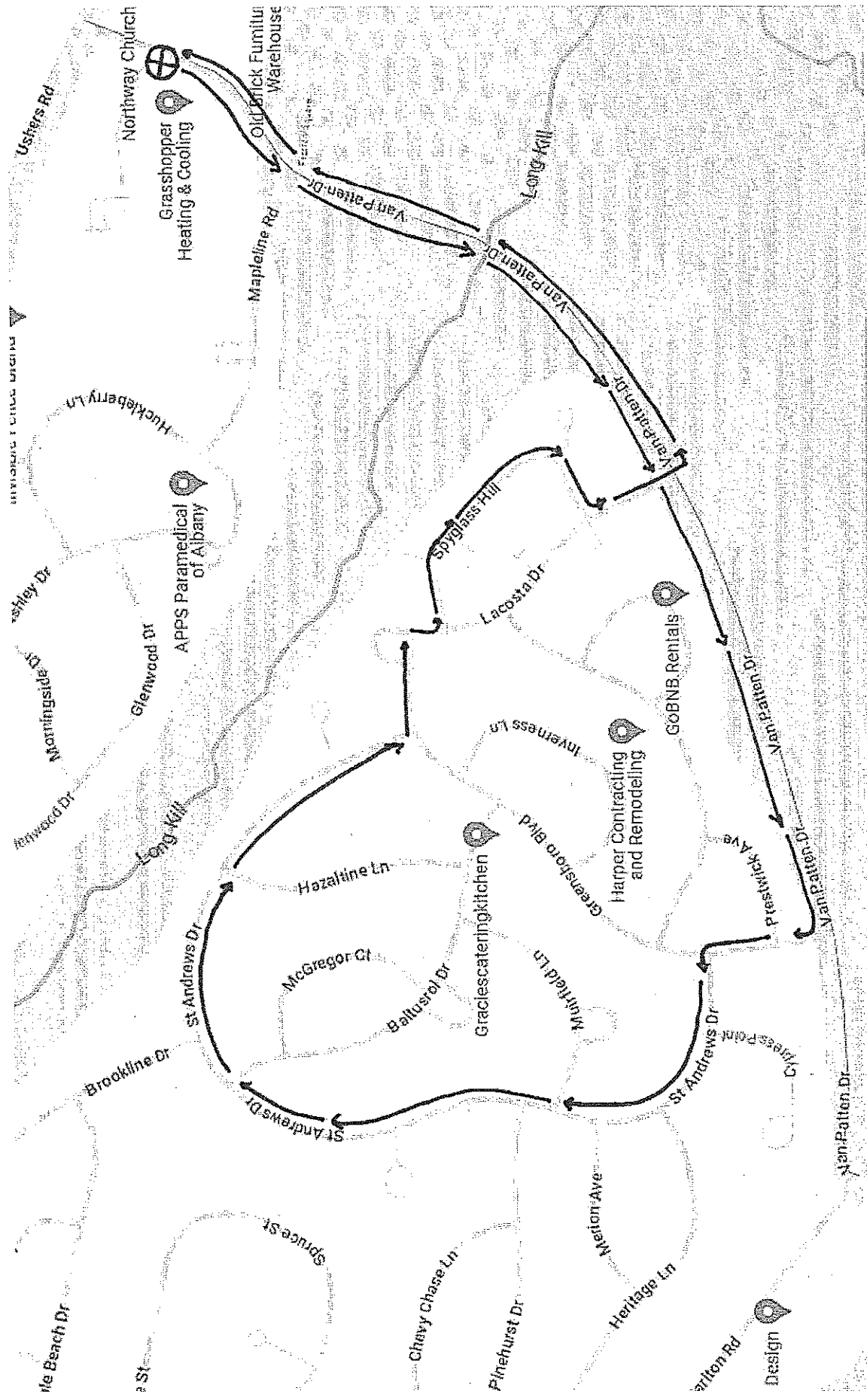
[93db435626cef092_20240827111257690.pdf](#)

Additional Comments/Details: Can this be on the September 3rd agenda for approval. The group just got me the map, and we only have one Town Board Meeting before the event.

Event will start and end at Yankee Distillery in Fairchild Square, on Van Patten Drive.

Agree to Terms: Agree

[unsubscribe](#)



2nd Annual Burn Best Camp SK

RESOLUTION
7

Resolution No. ____ of 2024, a resolution authorizing the Director of Planning & Zoning to execute a NYSERDA grant agreement with Electronic Signing Authority.

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

WHEREAS, the Town has received a NYSERDA Clean Energy Communities (CEC) grant in the amount of \$ 77,900.00 for a qualified contractor to complete an energy audit that includes eligible NYSERDA energy upgrade measures recommended in a CEC Energy Study for 1 Town Hall Plaza, Clifton Park, NY, and

WHEREAS, the NYSERDA grant agreement utilizes a digital signature and security certificate in Adobe for signing authority to certain persons authorized to execute the document on the Town's behalf; now therefore be it

RESOLVED, that the Town Board authorizes John Scavo, Director of Planning & Zoning and project manager for the CEC Energy Study, to execute the grant agreement using his digital signature and security certificate credentials in Adobe format on behalf of the Town of Clifton Park as required.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, August 14, 2024 12:19 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 Pagnello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Resolution Request #895

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

Sponsor: P. Barrett

Agenda Session Date: 08/19/2024 ✓

Board Meeting Date: 09/03/2024 ✓

Alternate Date: 09/16/2024

Budget Number: 0

Budget Description: No Impact

Amount: No Impact

Brief Description: Resolution of the Town Board authorizing John Scavo, Director of Planning & Zoning to execute the NYSERDA Clean Energy Communities Grant Agreement using his credentials with Adobe signature and security certificate on behalf of the Town of Clifton Park

Add Supporting Docs:

[598c3a4a5d5fa69e_Draft_Resolution_for_Signing_Authority_NYSERDA_CEC_Grant.pdf](#)

[efe73772554370a8_NYSERDA_233937_Town_of_Clifton_Park.pdf](#)

[f262b6aa51f25068_How_to_create_and_add_a_digital_signature_in_Adobe.pdf](#)

Additional Comments/Details: Draft Resolution

NYSERDA Agreement

and Adobe Digital Signature information attached.

Agree to Terms: Agree

[unsubscribe](#)

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

1. Agreement Number: 233937
2. Contractor: Town of Clifton Park
3. Project Director: John P. Scavo
4. Effective Date: August 14, 2024
5. Total Amount of Award: \$77,900.00
6. Project Period: August 14, 2024 - June 30, 2027
7. Expiration Date: December 31, 2027
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Workbook.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE
UNLESS EXECUTED BELOW BY NYSERDA

Town of Clifton Park

NEW YORK ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY

Signature: _____

Signature: _____
NYSERDA Authorized Signatory

Name: _____

Title: _____

**Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program**

Town of Clifton Park
CEC400011

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

Town of Clifton Park (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

At the request of the Contractor, the scope of this project includes conducting one or more Clean Energy Communities (CEC) Energy Studies and/or Clean Heating and Cooling Screenings. The study(ies) will be prepared by a third-party vendor working on NYSERDA's behalf. This cost will be paid directly by NYSERDA to the third-party vendor. An amount equal to the cost of the CEC Energy Study(ies) and/or Clean Heating and Cooling Screenings has been deducted from the original grant award. This deduction is reflected in the Total

Under this agreement, the Contractor shall implement the following component(s):

Project Component: Clean Energy Communities (CEC) Energy Study(ies)

The Contractor shall take reasonable efforts to assist the NYSERDA-assigned vendor to complete a CEC Energy Study for the following facility(ies):

- 1 Town Hall Plaza, Clifton Park, NY 12065

The Contractor shall take reasonable efforts to assist the NYSERDA-assigned vendor at the vendor's direction to complete the study, including but not limited to:

- Conducting a comprehensive walk through of the identified facility(ies)
- Interviewing site staff
- Collecting equipment nameplate and operational data
- Collecting and conducting utility bill analysis of no less than 12-months of use data
- Preparing an energy study report to be circulated among elected officials and staff
- Conducting a debrief with municipal officials to review the findings and recommendations presented in the report

Project Component: Clean Energy Communities (CEC) Building Upgrades

NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

Eligible energy upgrade measures recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit shall be implemented at:

- 1 Town Hall Plaza, Clifton Park, NY 12065

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Workbook: After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

Deliverable Review Process

Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments, and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Project Component: Clean Energy Communities (CEC) Building Upgrades

Requirements for this component:

The funding may be used for the following purposes:

- Measures that are recommended in a NYSERDA Clean Energy Communities (CEC) Energy Study or ASHRAE Level II or III Energy Audit including:
 - High-efficiency motors, motor controls, variable speed drives
 - Electric heating, ventilation & air conditioning (HVAC) improvements
 - Building shell
 - Energy management / building management systems (EMS/BMS)
 - Demand Control Ventilation
 - Solar thermal
 - Water and Wastewater Treatment Process Improvements

The building, facility, and installed equipment must be owned by the Contractor.

NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

The Contractor may determine which eligible upgrades to implement provided the upgrades are recommended in an CEC Energy Study or ASHRAE Level II or III Energy Audit.

Project Component: Building Heat Pump Upgrades

Requirements for this component:

The funding may be used for the following purposes:

- Ground-Source Heat Pump Systems
- Air-Source Heat Pump Systems

The building, facility, and installed equipment must be owned by the Contractor.

NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

Requirements for Air-Source Heat Pump (ASHP) system projects

- Air-Source Heat Pump projects and installers shall meet the requirements of Air-Source Heat Pump utility incentive programs.
- Air Source Heat Pump equipment shall be listed on the Northeast Energy Efficiency Partnership (NEEP) Cold Climate Air-Source Heat Pump (ccASHP) Product List.
- The selected installer shall be qualified to participate in applicable Air-Source Heat Pump utility incentive programs including having a U.S. Environmental Protection Agency Section 608 Technician Certification and a ASHP Manufacturer-sponsored Installation Training

Requirements for Ground-Source Heat Pump (GSHP) System projects

- Ground Source Heat Pump Designers, Installers, or Drillers shall be accredited by the International Ground Source Heat Pump Association (IGSHPA).
- Ground-Source Heat Pump projects and installers shall meet the requirements of applicable Ground-Source Heat Pump utility incentive programs.
- Ground-Source Heat Pump equipment shall be ENERGY STAR®.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Planning Phase

Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Task 1.0 Deliverables:

Project Component: Clean Energy Communities (CEC) Building Upgrades

Deliverables for this component:

- Copy of the final CEC Energy Study(ies). Submission of a CEC Energy Study constitutes acceptance of the study by the Contractor.
- Quotes providing for the implementation of Building Upgrades that meet all requirements, or comparable information.
- Metrics Workbook (in Excel format) reflecting the design and specifications of work to be performed.

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data, verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Task 2.0 Deliverables:

Project Component: Clean Energy Communities (CEC) Building Upgrades

Deliverables for this component:

- Proof of final payment such as cancelled checks or comparable information.
- Metrics Workbook (in Excel format) reflecting the design and specifications of work as built.
- Additional incentive program applications or comparable information, if applicable

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA's expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1	9/30/2026	Planning Phase – Clean Energy Communities (CEC) Building Upgrades	\$19,475.00
Project Completion Phase			
2	6/30/2027	Completion Phase – Clean Energy Communities (CEC) Building Upgrades	\$58,425.00
Total Project Budget			\$77,900.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor

within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless

NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation

evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing

the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not

violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA ([Code of Conduct for NYSERDA Contractors.pdf](#));

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

- (a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

- (a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
- (b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by

the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no

liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or

claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;

2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson
Title: Director of Contract Management
Address: 17 Columbia Circle, Albany, New York 12203
Facsimile Number: (518) 862-1091
E-Mail Address: Wendy.MacPherson@nysesda.ny.gov
Personal Delivery: Reception desk at the above address

Town of Clifton Park

Name: John P. Scavo
Title: Director of Planning & Zoning
Address: 1 Town Hall Plaza, Clifton Park, NY, 12065
Facsimile Number: N/A
E-Mail Address: jscavo@cliftonpark.org

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public

work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records

or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA’s Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserdera.ny.gov/About/New-York-State-Regulations.aspx>.)

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to

NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another

entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E Clean Energy Communities Program Metrics Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

For each project, a Project Completion Metrics Workbook submission will be completed for Task 2. Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.

How to Create a Digital Signature in Adobe.

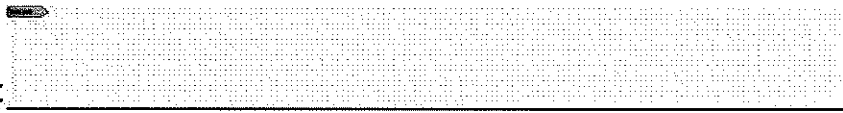
Save the document on your computer, then open the saved file. Review the document and add your digital signature in Adobe Acrobat.

If you do not have a digital signature, follow these instructions. If you already have already created a signature in Adobe, skip to **How to Add a Digital Signature in Adobe**.

1. Click in the blue signature box

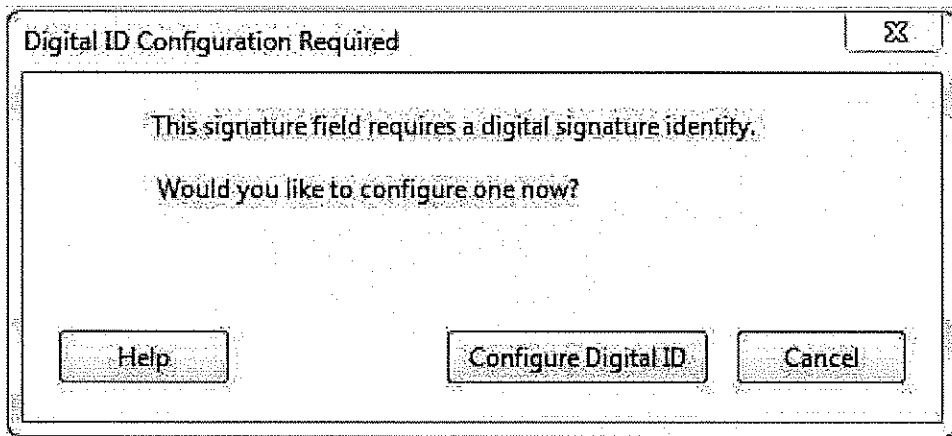
This Notice to Proceed has been approved for transmittance.

Signature:

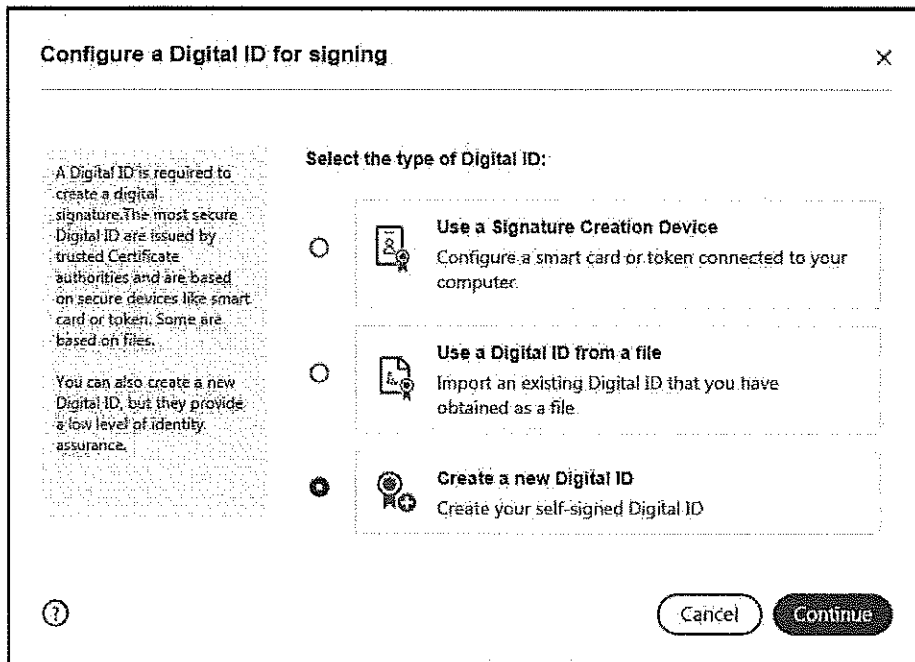


Joe Smith, Director of Marketing

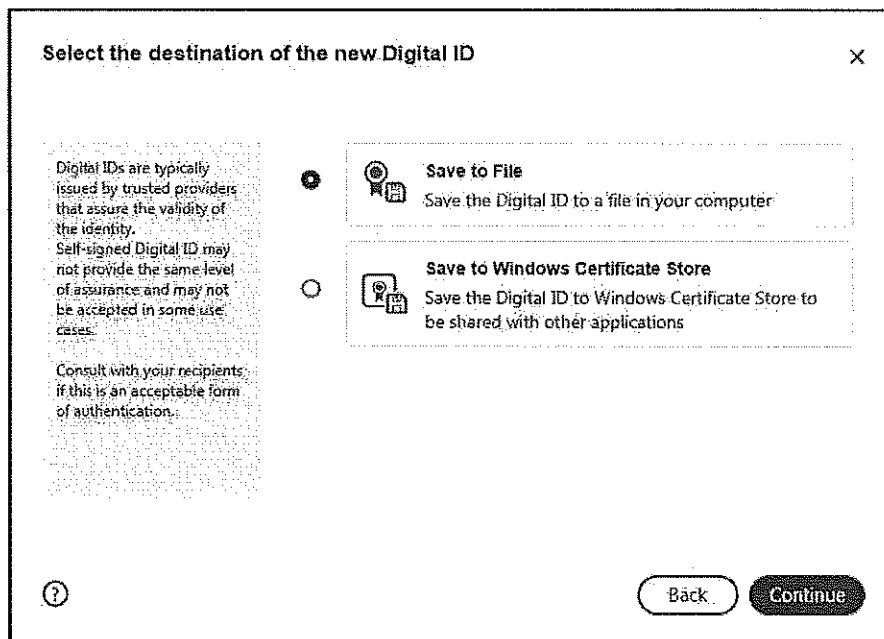
2. The following Digital ID Configuration Required box will open. Click on Configure Digital ID



3. Select the first or third option to create a signature and then click Continue. In this example, we will select the third option: Create a new Digital ID. If you already have a digital ID, choose the second option: Use a Digital ID from a file.



4. Select Save to File and click Continue



5. Enter your contact information (Name, Organization Name, and Email Address) and click Continue.

Create a self-signed Digital ID ✕

Enter the identity information to be used for creating the self-signed Digital ID.

Digital IDs that are self-signed by individuals do not provide the assurance that the identity information is valid. For this reason they may not be accepted in some use cases.

Name	Joe Smith
Organizational Unit	Marketing
Organization Name	Smith Manufacturing
Email Address	joe@smith.com
Country/Region	US - UNITED STATES
Key Algorithm	2048-bit RSA
Use Digital ID for	Digital Signatures

? Back Continue

6. Apply a password in the fields indicated, then click Save.

Save the self-signed Digital ID to a file ✕

Add a password to protect the private key of the Digital ID. You will need this password again to use the Digital ID for signing.

Save the Digital ID file in a known location so that you can copy or backup it.

Your Digital ID will be saved at the following location :

C:\Users\rcs\AppData\Roaming\Adobe\Acrobat\DC\Se Browse

Apply a password to protect the Digital ID:


Confirm the password:

? Back Save

7. Sign with Digital ID – your newly created ID should be selected. Click Continue.

Sign with a Digital ID ✕

Choose the Digital ID that you want to use for signing: Refresh

 **Joe Smith** (Digital ID file) View Details
Issued by: Joe Smith, Expires: 2024.09.12

? Configure New Digital ID Cancel Continue

8. Enter your password and click Sign. This will prompt you to save the file again and overwrite the previously saved document.

Sign as "Joe Smith" ✕

Appearance: Standard Text Create

Joe Smith  Digitally signed by Joe Smith
Date: 2019.09.12 14:38:04 -04'00'

Lock document after signing View Certificate Details

Review document content that may affect signing Review

Back Sign

9. Adobe will apply your digital signature.

This Notice to Proceed has been approved for transmittance.

Signature: **Joe Smith** Digitally signed by Joe Smith
Date: 2019.09.12 15:20:55 -04'00'

Joe Smith, Director of Marketing

10. Save the document and return by email to NYSERDA.

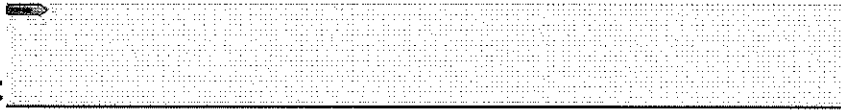
How to Add a Digital Signature in Adobe

Save the document on your computer, then open the saved file. Review the document and add your digital signature in Adobe Acrobat.

1. Click in the blue signature box.

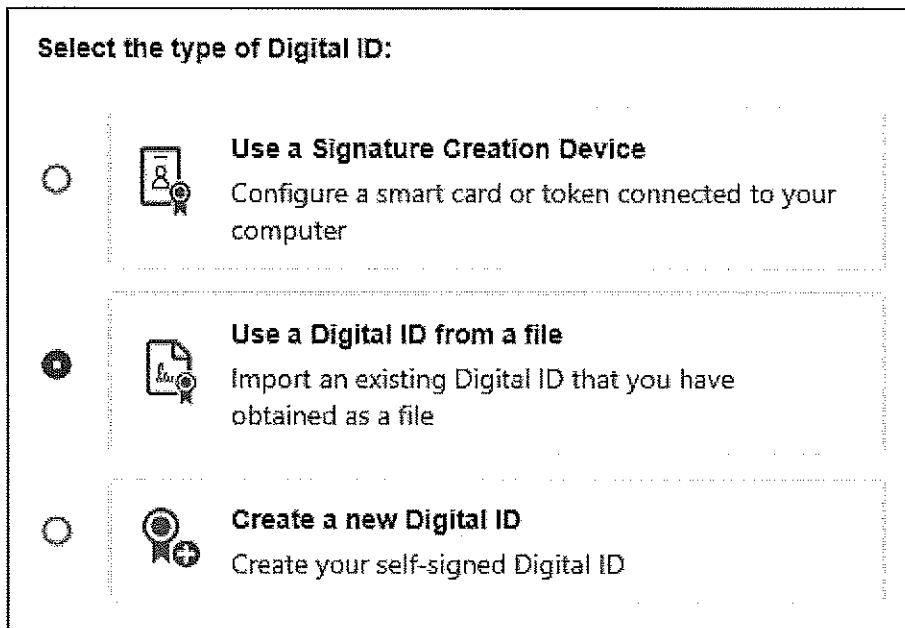
This Notice to Proceed has been approved for transmittance.

Signature:



Joe Smith, Director of Marketing


2. Select a signature to use for the document.



3. Select the signature to add.

Sign with a Digital ID ✕

Choose the Digital ID that you want to use for signing: Refresh


-  **Joe Smith** (Digital ID file)
Issued by: Joe Smith, Expires: 2024.09.12 View Details

? Configure New Digital ID Cancel Continue

4. Enter your password and click Sign. This will prompt you to save the file again and overwrite the previously saved document.

Sign as "Joe Smith" ✕

Appearance: Standard Text Create



Digitally signed
by Joe Smith
Date: 2019.09.12
14:38:04 -04'00'

Lock document after signing View Certificate Details

Review document content that may affect signing Review

Back Sign

5. Adobe will apply your digital signature.

This Notice to Proceed has been approved for transmittance.

Signature: **Joe Smith** Digitally signed by Joe Smith
Date: 2019.09.12 15:20:55 -04'00'

Joe Smith, Director of Marketing

6. Save the document and return by email to NYSERDA.

**RESOLUTION
8**

Resolution No. ____ of 2024, a resolution authorizing Town Historian John Scherer to attend the Association of Public Historians of New York State (APHNYS) 2024 Annual Conference.

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

WHEREAS, Procurement Policy #10 states that all requests to attend classes, seminars or professional conferences involving overnight stays must be approved by the Town Board, and

WHEREAS, Anthony Morelli, Town Board Liaison to the Historic Preservation Commission, recommends that Town Historian John Scherer be authorized to attend the APHNYS 2024 Conference in Port Jefferson, NY, September 16-18, at a cost not to exceed \$1,115, and

WHEREAS, John Scherer's attendance at the APHNYS Conference would confer a benefit to the town; now, therefore, be it

RESOLVED, that John Scherer is authorized to attend the Association of Public Historians Conference in Port Jefferson, NY, September 16-18, 2024, at a total cost not to exceed \$1,115 including registration, meals, lodging and transportation, to be paid from budget line item A- 7510-001 (General Fund-Historian-Training/Conferences), which would require a transfer of \$315 from A-07510-00008 (General Fund-Historian-Printing).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, August 15, 2024 3:07 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 #899

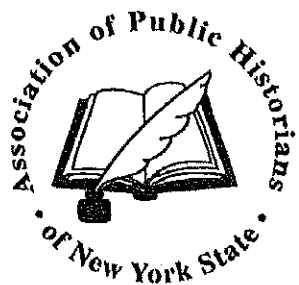
A new resolution request has been submitted. The details of this resolution request are included below.

Department: Parks & Rec
Your Name: Michael Woerner
Your Email: mwoerner@cliftonpark.org
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 08/19/2024 ✓
Board Meeting Date: 09/03/2024 ✓
Alternate Date: 09/03/2024
Budget Number: 0-7510-01
Budget Description: send town historian to state conference
Amount: \$1115
Brief Description: hotel- 450
conference- 350
Ferry/parking 92
mileage 215 [if own car]

total approx \$1115
Add Supporting Docs:
[4ff0435cb9187da0_APHNY_2024_conference.pdf](#)

Additional Comments/Details: yearly historian conference
Agree to Terms: Agree

[unsubscribe](#)



Enter search string



Home > My profile > Invoice # 02049

[Back](#)

Invoice #02049

Balance due: \$325.00

[Pay online](#)

Invoice details

Balance due \$325.00

Amount \$325.00

Invoice # 02049

Date Thursday, August 15, 2024

Origin Event registration
APHNYS 2024 Annual Conference - Port Jefferson, NY (Port Jefferson, NY)

Invoiced to John Scherer, Town of Clifton Park
jlscherer@aol.com

Item	Amount
Registration for "APHNYS 2024 Annual Conference - Port Jefferson, NY" (Monday, September 16, 2024 8:00 AM - Wednesday, September 18, 2024 12:00 PM, Port Jefferson, NY), Member - Full conference	\$225.00
Monday Dinner & Keynote Address: 1 x \$50.00 (USD)	\$50.00
Tuesday Awards Dinner: 1 x \$50.00 (USD)	\$50.00

Item

Amount

Invoice total

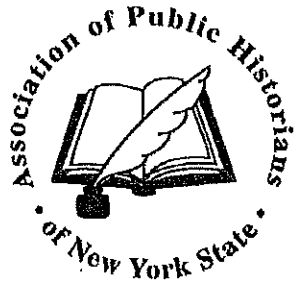
\$325.00

APHNYS is a 501(c)3 non-profit organization.

Round Trip Ferry Tickets Senior rate \$28.⁰⁰

Parking at Ferry \$16.00 Daily Rate
Imperial Garage 4 Days
\$64.00 Total

Danford's Hotel, Port Jefferson, NY 855-208-4796
\$150 per night for 3 nights \$450 Total



Enter search string



Home > APHNYS 2024 Annual Conference - Port Jefferson, NY > Registration

APHNYS 2024 Annual Conference - Port Jefferson, NY

Add to my calendar

Review and confirm

Event APHNYS 2024 Annual Conference - Port Jefferson, NY

Monday, September 16, 2024 8:00 AM

- Monday, September 16, 2024 12:00 PM

Location: Port Jefferson, NY

Ticket type Member - Full conference - \$225.00

Extra costs \$100.00

Total amount ~~\$325.00 (USD)~~

Cancel

Back

Invoice me

Pay online

Registration information

First name John

Last name Scherer

Email jlscherer@aol.com

Phone 518-371-2691

Region 5

County Saratoga

Address 1 113 Vischer Ferry Road

State NY

Zip 12148

Year Appointed 1978

Title Historian

Phone 2

Email 2

Find A Historian Yes

Dietary restrictions

Monday Dinner & Keynote Address 1 x \$50.00 (USD) = \$50.00 (USD)

Tuesday Awards Dinner 1 x \$50.00 (USD) = \$50.00 (USD)

Tours - Tuesday afternoon Mather House Museum

Public list of event registrants

Include name in list of event registrants

APHNYS is a 501(c)3 non-profit organization.

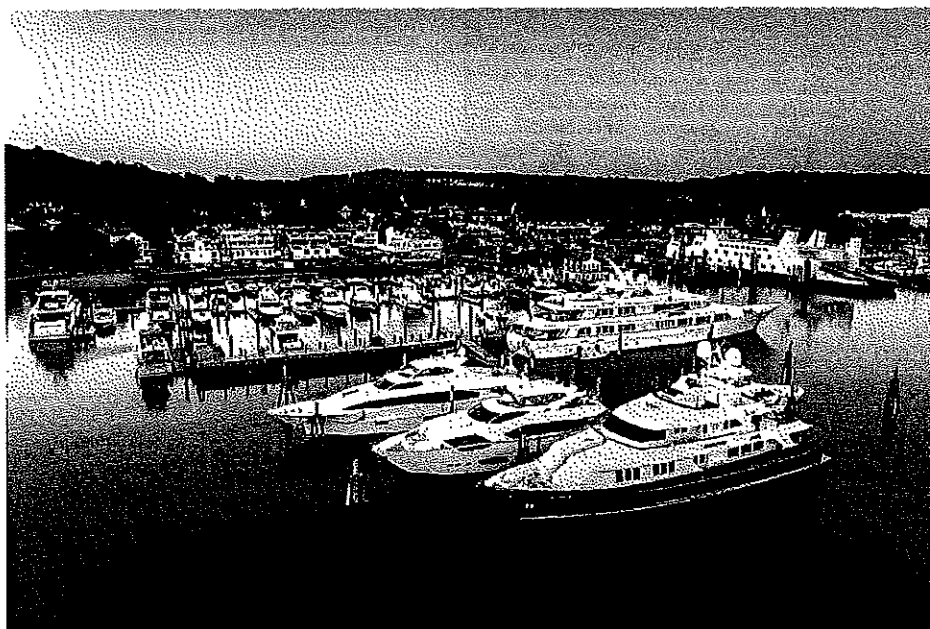
Your Modified Reservation JXVW53N4X

From: Danfords Hotel & Marina (info@danfords.com)

To: jlscherer@aol.com

Date: Thursday, August 15, 2024 at 12:59 PM EDT

[View In Browser](#)



Dear john,

Thank you for choosing our hotel for your upcoming stay in Port Jefferson. We look forward to welcoming you to Danfords Hotel & Marina. To provide you with the highest form of customer service, please review your reservation details carefully. If you need to make any modifications, please contact us at 631-928-5200.

[LEARN MORE](#)

Confirmation Number	JXVW53N4X
Guest Name	John scherer
Arrival Date	September 15, 2024

Departure Date	September 18, 2024
Room Type	King Village View
Rate	\$150.00
Subtotal*	\$450.00

**The above rate(s) may not reflect all possible fees; additional charges or taxes may be associated with this reservation.*



EAT & DRINK

Indulge your senses with our Danfords food and beverage options.

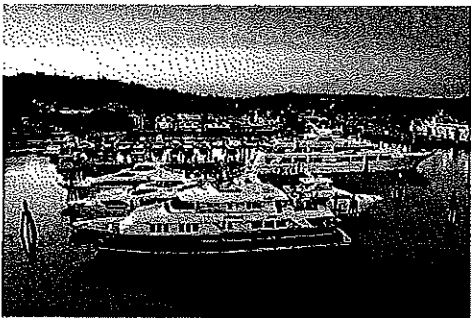
[LEARN MORE](#)



HLB SPA

Hair Lash + Brow offers treatments in a majestic setting, giving you the opportunity to nurture your mind, body and soul.

[LEARN MORE](#)



MARINA

The only resort marina on the north shore of Long Island, Danfords boasts endless amenities for boaters visiting for the day or spending a weekend or more!

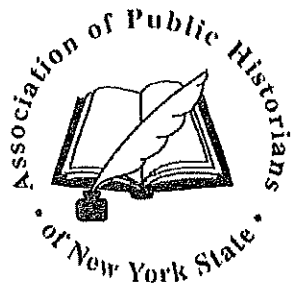
[LEARN MORE](#)



EXPERIENCE

From Schooner tours and fishing charters, to live theaters and numerous local eateries, Port Jefferson has something to offer everyone.

[LEARN MORE](#)



Danfords Hotel, Port Jefferson, NY ^{Enter search string} ^Q
855-208-4796

Home > Conferences > 2024 Conference

Home | Find A Historian | Join | News | Conferences | Contact
| Historians Manual | Members | Resources | Registered Historians
| 2023 Conference handouts | APHNYS Information

Join us on Long Island for our 2024 Annual Meeting

It's a Whale of a Tale: Outstanding Narratives in New York State History

September 16-18, 2024
Danfords Hotel & Marina
Port Jefferson, NY

The Association of Public Historians of New York State (APHNYS) is pleased to announce that our 2024 Annual Conference will be held in Port Jefferson, NY, on Long Island, September 16-18, 2024. Our annual conference draws more than 100 government-appointed historians and affiliates from across the state.

From Jay Gatsby's Gold Coast mansions to William Levitt's suburban tracts, Long Island has been a setting for people, places, and ideas that have significantly shaped the history and identity of New York State. The stories—both real and imagined—that have emerged from this 118-mile stretch of land jutting out from New York City into the Atlantic Ocean reflect great contributions to art, politics, literature, science, education, transportation, industry, and more. As we gather on Long Island for the APHNYS Annual Conference on September 16-18, 2024, we invite you to consider the historical contributions of your community in the context of our theme, "It's a Whale of a Tale: Outstanding Narratives in New York State History."

In exploring our theme, you might reflect on the various ways a narrative can be "outstanding." For example, the narratives we craft as historians can be outstanding when they are fact-based and engagingly told. How do we hit this mark, and what else goes into crafting an outstanding historical narrative? Sometimes, it is the subjects of our historical narratives that stand out. What historical actors and events capture our attention and why? Are there subjects that have been left out of the historical narrative and if so, what should we do about it? What about the primary sources we rely on for our research? These might stand out for their ability to document certain experiences or because they reveal otherwise obscured perspectives. How have different types of sources and the narratives they represent stood out to us over time? Think, too, about the different ways historians present historical narratives, from papers, lectures, and exhibitions to podcasts, performances, and public art. What methods of delivery are compelling to different types of audiences?

2024 Conference

"It's a Whale of a Tale: Outstanding Narratives in New York State History"

September 16-18, 2024

Danfords Hotel & Marina
Port Jefferson, New York

Registration

Travel & Lodging

Conference Program

Marketing Opportunities

APHNYS Open Board Meeting

APHNYS Annual Awards

Let APHNYS peek into your community, send us your photos!

Port Jefferson Historian Chris Ryon is creating a historic photograph exhibit for the APHNYS Conference and we need you to show us what makes your community unique! Choose 2 or 3 of the photos in your collection that best represent your town, city, village or county and send them to Chris for inclusion in this exhibit which will be open for the APHNYS Annual Conference in September.

Guidelines:

Photos must be scanned at 600 dpi and emailed to portjeffhistorian@gmail.com and please include a brief caption for each. Photos will remain on exhibit through the end

Doing good history is no fluke (those of you who are up on your whale anatomy should appreciate the pun!). Let's explore what goes into—and comes out of—outstanding historical narratives at our 2024 conference on Long Island.

of October. Submissions must be received by August 15th. Questions? Send Chris an email!

Call for Proposals

Deadline: April 30, 2024

We invite proposals for workshops, panels, and presentations that explore our theme, "It's a Whale of a Tale: Outstanding Narratives in New York State History."

The Program Committee will review proposals and respond to all applicants by June 15, 2024.

All presenters will be required to register and pay for the conference. (The only exception will be for presenters attending just their session.)

Submit a proposal

Please contact Program Committee co-chairs Lauren Roberts (lroberts@saratogacountyny.gov) and Matthew Urtz (Matthew.Urtz@madisoncounty.ny.gov) with questions.

Travel & Lodging

The conference will be held at the **Danfords Hotel & Marina**, located at 25 East Broadway in Port Jefferson, New York 11777. The conference rate is \$150 a night.

Booking can be made on-line with the APHNYS conference rate by using this link:

Danfords Hotel & Marina in Port Jefferson, NY.

You can also call 855-208-4796 to make reservations. Be sure to mention APHNYS in your phone call. The cut-off date is August 16, 2024. After that date, rooms will be subject to availability.

Please note: Hotel guests should plan to park in the "Town of Brookhaven Parking Lot" which is on the west side of the ferry docks. Conference/hotel guests will be able to park in that lot, free of charge. Please note: the parking lot within the hotel requires a fee.

Traveling to Port Jefferson

By car: From the west end of Long Island:

- Option one: take the Long Island Expressway to Exit 64, Route 112. Take Route 112 north to the end, bear right on to East Broadway and Danford's will be on your left.
- Option two: take the Northern State Parkway to the end, stay left on route 454, bear left on to Route 347 toward Port Jefferson. Turn north on to Route 112, follow to the end, bear right on to East Broadway and Danford's will be on your left.

By car and ferry:

- Option one: Drive to One Ferry Drive in Bridgeport, CT. If you need a car, make a reservation on the Bridgeport – Port Jefferson Ferry (<https://www.88841ferry.com>) The ferry dock is separated from the hotel by a small park. (less than 200 steps to the hotel check in desk)
- Option two: Drive to Bridgeport CT and make a reservation to park your car at Imperial Garage, Middle Street, Bridgeport tel. 203-366-0468. Very reasonable daily rate and walking distance to the ferry terminal. Make sure you make a round trip

walk-on ferry reservation. (<http://www.imperialparkingbpt.com/>) The walk from the ferry dock to the front door of Danford's is less than 200 steps.

By train:

From New York City: take the Long Island Rail Road, Port Jefferson Branch. (Check schedules as the LIRR has trains from both Penn Station on the west side and Grand Central on the east side). The last stop is Port Jefferson. The hotel is 1.3 miles - downhill if you are inclined to walk. There are ample taxis and Ubers available.

September is a spectacular month on Long Island. For those who wish to see more before or after the conference, Nassau County - to the west of Port Jefferson - is home to the Cradle of Aviation Museum, Sagamore Hill - Theodore Roosevelt's summer home, the famous Gold Coast (think of F. Scott Fitzgerald's Great Gatsby), Jones Beach and a myriad of other attractions. Suffolk County hosts the home of William Floyd - the only signer of the Declaration of Independence from the county, the famous Hamptons (West, East and South), Shelter Island, Sag Harbor, the North Fork's wine country, beautiful beaches and the furthest east, Montauk. There is also a ferry from Orient Point (North Fork, East End) to Mystic CT, should you want to return via a different route. Lots to see and do - any one of the host committee people can give you more information.

Conference Program

The draft Program is available [here](#). Please check this page for updates.

APHNYS Open Board Meeting

The APHNYS Board of Directors will be holding an open meeting at the conference local.

Association of Public Historians of New York State Awards

Nominations are now opened

APHNYS will be seeking nominations for its awards, given every year at its annual conference. Awards are given during the recipient's lifetime and not posthumously. Here are the categories for the awards:

Franklin D. Roosevelt Local Government Historian Professional Achievement Award - Awarded to an appointed historian in recognition of outstanding career achievement in the practice of Public History in New York State.

Named in memory of FDR's service as Historian of the Town of Hyde Park in Dutchess County. *Nominations open to appointed municipal historians, only.*

Edmund J. Winslow Local Government Historian Award for Excellence - Awarded to an appointed historian, recognizing excellence in one or more public history projects or publications in New York State.

Named in memory of Edmund J. Winslow, Senior Historian, New York State Museum (1968-1990). *Nominations open to appointed municipal historians, only.*

APHNYS Award for Excellence in Promoting Local History - Awarded for excellence in promoting local history in New York State through research, writing, and other related accomplishments.

Nominations open to all, including appointed municipal historians, deputy historians and co-historians.

Hugh Hastings Award – Awarded in recognition of distinguished service to and support of the public history community, through work to promote and preserve history in New York State.

Named in honor of Hugh Hastings, the First State Historian for New York State (1895-1907). *Nominations open to those other than appointed municipal historians.*

Joseph F. Meany Award – Awarded in recognition of excellence in a military, maritime or labor history project or publication, in New York State.

Named in honor of Joseph F. Meany Jr., Acting Historian for New York State (1994-2001). *Nominations open to all, including appointed municipal historians, deputy historians and co-historians.*

All nominations must have supporting statements or information attached or mailed with the form to assist the APHNYS Awards Committee in its review. Nominations submitted without supporting statements or information will not be reviewed.

If you have any questions, please contact Ray LaFever, awards@aphnys.org, (607) 832-4609.

The deadline for nominations is August 4, 2024. Please complete this nomination form online at APHNYS 2024 Awards Nomination.

or mail to

APHNYS
PO Box 316
Babylon, NY 11702

If mailing the form, be sure it is postmarked by August 4, 2024.

APHNYS is a 501(c)3 non-profit organization.

MONDAY, SEPTEMBER 16

Breakfast (included with conference registration): 8:00am – 10:00am

Session 1: 9:00am – 9:45am

A: A Brief History of Long Island

Presenters Dr. Natalie Naylor, Professor Emeritus, Hofstra University • George Munkenbeck, Islip Town Historian • and Amy Folk, Southold Town Historian

An introduction to the history of Long Island in three parts - Nassau County, western Suffolk County and the East End.

B: Bringing Back Cursive

Leanna Hale, Town of Clarkson Historian

For more than a decade, the Town of Clarkson has run a popular summer camp at which fourth- and fifth grade students are taught the lost art of cursive writing. This skill is crucial for reading and understanding our nation's and our communities' foundational documents. Session participants will learn the history of Clarkson's program, including the keys to its success, and strategies for incorporating cursive writing instruction into their own historical programs.

Session 2: 10:00am – 10:45am

A: Dust for Blood – History of the 20th Century Migratory Farm Labor System in Suffolk County

Mark Torres, Author

Long Island Migrant Labor Camps: Dust for Blood (History Press, 2021) is the first and only book to cover the migratory farm labor system practiced on Long Island during the 20th century. After conducting diligent research that included a review of hundreds of local newspaper articles, thousands of pages of government documents, several rare documentaries, and numerous oral interviews, author Mark Torres was able to preserve a critical part of Long Island history that was nearly lost forever. This work chronicles a system of labor that was rife with brutality, corruption, and the relentless exploitation of farmworkers for more than half a century in one of the most affluent counties in the United States less than 100 miles from the heart of New York City. It was described by one news reporter at the time as a “20th century form of slavery”. This lecture will 1) identify the hundreds of labor camps during this period; 2) discuss the impact on the inhabitants of these camps and the surrounding communities; 3) introduce the outspoken critics of this system of labor; and 4) explain the factors that led to the ultimate decline of this dark era.

B: A World Unto Itself: the Remarkable History of Plum Island

Amy Folk, Town of Southold Historian

This session will be a survey of the history of Plum Island, which is located at the tip of Long Island and is shaped like a question mark. But, this island is different, historically and scientifically - it is unlike any other island anywhere in the world. Because of its location Plum Island has been involved in a number of wars, and was part of a chain of military reservations that controlled the mouth of Long Island Sound. Its current reputation has been formed by the Animal Disease Labs that have existed on the island since the 1950s.

Session 3: 11:00am – 11:45am

A: Nelson Rockefeller and the MTA – Long Island Rail Road

Andrew Sparberg, Independent Scholar and CUNY adjunct lecturer

The LIRR, originally a private sector company, gained access to Manhattan's core in 1910, fueling Long Island's transformation to a metropolitan suburb. Commuter railroad economics became unfavorable, and in 1949 LIRR entered bankruptcy; in 1950 two terrible accidents killed over 100 people and forced New York

2024 APHNYS Conference – Presentation Descriptions

State to play a big role in its affairs. In 1954 bankruptcy ended and LIRR, remaining private, began a twelve year period of stability under State supervision. A long-term solution was elusive, but it was obvious that LIRR was an essential service requiring long-term preservation. Nelson Rockefeller, Governor since 1959, stepped up to the plate, proposing in 1965 that NY State purchase and operate the LIRR, taking it into the public sector (occurred in 1966). Two years later the LIRR became the linchpin of a much larger Rockefeller scheme to unite most transportation services in downstate New York under the umbrella of a new superagency, the Metropolitan Transportation Authority (MTA). The presentation will first describe how Rockefeller successfully moved LIRR to public ownership, and then will jump sixty years into the 2020s and illustrate, with the presenter's photographs, the ultimate solutions to two key LIRR proposals that went back to the early 1960s – additional Main Line track capacity, and LIRR access to Manhattan's east midtown area.

B: Engaging with Genealogists: How to Create Compelling Narratives Together

D. Joshua Taylor, President of the New York Genealogical and Biographical Society

Genealogists and family historians often seek out local historians for assistance as they uncover their family's narrative. Though you might not have all the answers (or resources), there are ways to engage with genealogists to provide a meaningful experience for all involved. This session will explore tools and ideas when responding to family history questions from a genealogist's perspective and delve into potential ways to collaborate further. Together, we will examine answers to frequently asked questions, potential educational opportunities, and ways to work together with genealogists to create—and share—outstanding (and overlooked) narratives in New York's history.

Lunch (included with conference registration): 12:00pm – 1:00pm

Annual Meeting – APHNYS, Board Members: 1:00pm – 2:30pm

including the State of State History – Devin Lander, New York State Historian

Session 4: 2:45pm – 4:00pm

A: Long Island Whalers of Color and the Circassian Shipwreck

Sandi Brewster-walker, Executive Director, Montaukett Indian Nation • Lance Grumbs, Vice Chairman, Shinnecock Indian Nation Council • Dr. Alison McGovern, Archaeologist

Long Island's whaling legacy is a prominent part of its history, yet the vital role whalers of color played has traditionally been erased from the narrative. As the whaling industry grew on all sides of the Long Island Sound, when a vessel left its home port, the crew would include Native Americans, Blacks, and the descendants of the European settlers, as well as Dutch traders. All the whalers of color did not come from the east end of Long Island. Some were born in western Suffolk, or Queens (Nassau) counties.

Presenters will discuss the invisible men of the Shinnecock Nation and their relationship with the doomed ship, The Circassian, which ran aground off of Bridgehampton in the winter of 1876. 10 Shinnecock seamen were among those enlisted to offload the ship's cargo. With a vicious winter storm bearing down on the ship, the crew was forced to stay aboard and lost their lives, striking a terrible blow to the tight-knit Native American community. And, the legacy of whalers of Color, and how important it is to understand the history of these mariners, and the families.

B: Researching History of African Americans in your Community

Bryan S Thompson, Town of DeKalb Historian • Kathy Sheehan, City of Troy Historian and Rensselaer County Historian • and Kelly Farquhar: Montgomery County Historian

This panel discussion will offer ideas and resources to help you document the history of African Americans in your community. For example, the 1799 NYS Gradual Emancipation Act required all Town or Village Clerk to record the births of children to enslaved mothers. This is one of many neglected resources that this workshop will highlight that can help you uncover the rich history of African Americans.

2024 APHNYS Conference – Presentation Descriptions

Session 5: 4:15pm – 5:30pm

A: NYS 250th Commission Panel

Lauren Roberts, Chair of Saratoga250 and NYS 250th Commissioner • Devin Lander, State Historian and NYS 250th Commissioner • Dr. Georgette Grier-Key, Executive Director of Eastville Community Historical Society and NYS 250th Commissioner • and Chris O'Brien, Executive Director of Sail4th 250.

Join us for a panel discussion with members of the NYS 250th Commission who will discuss the goals of the commission, current progress and initiatives. There will also be an update regarding July 4th, 2026 with the coming of the Tall Ships in New York Harbor. There will be time for a Q & A session as well as a roundtable for sharing ideas for events, funding, etc.

B: Empire State Library Network Services Showcase

Jen Palmentiero, Digital Services Manager, Southeastern NY Library Resources Council • and Susan D'Entremont, Digital Collections & Continuing Education Librarian

Staff from the Empire State Library Network (ESLN) region councils will provide an introduction to ESLN and an overview of the services and resources available to historians and other heritage keepers. Attendees will learn how ESLN supports the creation of and access to archival finding aids, digital collections, historical newspapers, virtual immersive experiences and professional advice. Come get to know ESLN and learn how we can support your work!

Reception: 5:30pm – 6:30pm

Dinner and Keynote: 6:30pm – 8:30pm

Keynote Speaker: Doug Geed, 10-time Emmy Award winning anchor/reporter, New 12 Long Island

TUESDAY, SEPTEMBER 17

Breakfast (included with conference registration): 8am – 10am

Session 1: 8:30am – 9:45am

A: Interpreting the Histories of Slavery in Greater New York

Richard Tomczak, Director of Faculty Engagement, Stony Brook University • Jennifer Anderson, Associate Professor, Stony Brook University • Andrew Tharlar, Director of Education, Preservation Long Island • Dr. Georgette Grier-Key, Executive Director of Eastville Community Historical Society • Robert Snyder, Manhattan Borough Historian (Chairing the Panel)

This panel examines the narratives of enslaved people in New York City, Long Island, and the Hudson Valley, and how museum professionals reckon with a fraught history of inequality embedded in colonial institutions. Past scholarship primarily focused on the seaport of lower Manhattan and the labor routines that developed around an urban environment. This panel casts a larger net, inserting the Hudson Valley plantations and the slaveholders of Long Island into this dialogue of slavery in the North.

Over the past decade, museums, public facing historical organizations, and academics in the Greater New York area have worked to build visibility for the tens of thousands of enslaved people that called this region home throughout the eighteenth and nineteenth centuries. Chaired by Robert Snyder (Manhattan Borough Historian) this roundtable-style panel highlights four projects that harness a diverse range of methods to educate the broader public on the complex role of slavery in colonial New York communities.

B: Central New York Vital Records /Telling Long Island Stories using Digital Archives

Ryan Gleason, NY Genealogical & Biographical Society's Vice President of Digital Services • Regina G. Feeney, Village of Freeport Historian/Librarian/ Archivist, Freeport Memorial Library • and Nicole Menchise,

2024 APHNYS Conference – Presentation Descriptions

Digitization and Archives Coordinator for the Long Island Library Resources Council

Since the early 2000s, archivists, historians, and local history librarians on Long Island have been making historical material more accessible through an extensive digitization process. Nicole Menchise, the Digitization and Archives Coordinator for the Long Island Library Resources Council, has assisted cultural institutions across Long Island in getting their historical material added to New York Heritage and New York State Historic Newspapers platforms. These portals have become vitally important tools for researchers. Nicole will discuss how LILRC works with its members to facilitate digitization. She will also highlight some of the interesting items Long Island has added to these New York State projects.

Regina Feeney will discuss how she uncovered a long-forgotten story of love and betrayal using New York Heritage and New York State Historic Newspapers. A number of years ago, she received a routine call from a researcher working on a story about a sensational 1920s court case. The parties involved included a wealthy Mayflower descendant and a working-class woman. Using digitized archival material, Regina pieced together the fascinating tale of intrigue and heartbreak. The approach she took to research the case illustrates how details reveal themselves over time as access to archival material improves with the advancement of digitization. This is not just a New York story of drama and scandal, but a tale about the importance of preserving and making accessible local newspapers, maps, and directories.

Join the NYG&B's VP of Digital Strategy for a review of preservation work completed in Central New York in 2024 as part of Digitize New York, a major initiative to save the state's at-risk records. With the opening of a digitization center in Syracuse this year, the NYG&B is now able to secure, scan and release many more vital records from towns, rural cemeteries, and ethnic, historical and religious communities around the region. Part of that work is also uncovering and documenting the individual lives behind the records, as well as the modern stories of the custodians and preservationists who make such work possible. Given that, this session will also explore how stories in and around the records are captured and shared.

Session 2: 10:00am – 11:15am

A: Exploring History Through Augmented Reality

Jack Stephenson, Experience Director, 360XR • Harriet Gerard Clark, Executive Director, Raynham Hall Museum • Brenda Simmons, Founder and Executive Director, Southampton African American Museum • Lauren Roberts, Saratoga County Historian, Saratoga250 Chair

This panel discussion will begin with a presentation that includes several different applications of how augmented reality has been created by 360XR to bring history to life at several installations across Long Island as well as other places. We will discuss our process and the results and show examples of innovative techniques at existing historic sites. Representatives from different historic sites will then offer a discussion of how augmented reality has affected visitation and visitor experience, as well as the ways in which technology can enhance storytelling.

B: Mapping the History of Abolition and UGRR and Oh Freedom! Quilting Project: Teaching Antislavery History Through the Arts

Narcita Medina, Board Member of the Mid-Hudson Antislavery History Project • Laura Chenven, Mid-Hudson Antislavery History Project • Josh Poole, Operations Manager, Niagara Falls Underground Railroad Heritage Center

While New York State had the largest enslaved population among the Northern states, it also was a major site of the abolition and underground railroad movements. Abolitionists such as Harriet Tubman, Frederick Douglass, Sojourner Truth, Lucretia Mott, Samuel Ringgold Ward, and Stephen Myers played key roles in both the New York and national movements. The Mid-Hudson Antislavery History Project and the Niagara Falls Underground Railroad Heritage Center have been working together to develop story maps that chart locations and people that played significant roles in the state's antislavery history. Our mapping has helped shed new light on the interface of geography, economic development, and transportation in the fight for abolition. These maps have also led to a deeper understanding of the role of free Black communities and

2024 APHNYS Conference – Presentation Descriptions

Additional presentations will be held at the conference center during the tour hours, for anyone who only wants to attend one of the tours or does not care to walk on the tours.

Session 4 – *These workshops will be held towards the end of the tour hours.*

A: How to be a Podcast Guest (limited space, pre-registration required): 3:00pm – 5:00pm

Chris Kretz, Head of Academic Engagement/Stony Brook University Libraries

Podcasts are a great way for historians to communicate directly to the public but for those unfamiliar with the process, it can seem like a daunting endeavor. How do you find a show with the right audience and how do you become a guest? This 2 hour workshop will present participants the opportunity to be on a local history podcast. The group will help plan, record, and edit an episode of the Long Island History project. We will also discuss how to become a podcast guest - how to research and pitch shows, tips on how to record remotely with a host, and how to help promote your appearances. In the end we collectively will have recorded an episode that includes each participant's expertise that will be uploaded and available to the public.

B: New Historian's Workshop: 4:00pm – 5:00pm

Ray LaFever, Town of Bovina Historian

Are you a newly appointed historian? Do you need a refresher concerning the duties of a local government historian? This session will review the duties and responsibilities of local government historians in New York - and the obligations your appointing officials have toward you as historian. The presenter will encourage audience members to share their ideas and bring to the group any issues of concern.

Reception: 5:30pm – 6:30pm

APHNYS Awards Dinner: 6:30pm – 8:30pm

WEDNESDAY, SEPTEMBER 18

Breakfast (included with conference registration): 8:00am – 10:00am

Session 1: 9:00am – 9:45am

A: Long Island in the Civil War

Bill Bleyer, Independent Historian

This presentation will cover Abraham Lincoln's visit to Long Island, the patriotism and pacifism that followed the outbreak of the war, stories of local soldiers, efforts on the home front, postwar memorials to the soldiers and more.

B: Local History: Your Window into the World

Caroline Ranald Curvan, Town of Ossining Historian

Using the story of Ossining-born Alfred Agate, one of two illustrators for the US South Seas Exploring Expedition of 1838 – 1842 (US XX), I will document how I learned about this expedition and how I ended up following in Agate's footsteps. To actively research this, I have secured passage (as a deckhand/historian) on the Bark Europa, an authentic Tall Ship, as it voyages to Tahiti, Tonga and Fiji – all places that Agate visited and portrayed in his early 19th century expedition. Using Agate's vivid illustrations, contemporaneous log books and narratives, and complemented by my experience, research and photographs, the goal is to make this long-ago voyage come to life.

Most relevantly, Agate's 19th century journey serves as a compelling narrative, offering opportunities to explore contemporary issues such as climate change, displacement and diversity in a non-threatening and engaging fashion.

2024 APHNYS Conference – Presentation Descriptions

freedom seekers in New York's anti-slavery movement. This is a history that is often overlooked. Recently more organizations from around the state have expressed an interest in collaborating with us. This session will share our experience using story maps and data base maps and how this work has enhanced our interpretation and public programming.

The Oh, Freedom! Quilting Project in project of MHAHP in collaboration with several educational and community organizations including Celebrating the African Spirit, the Oakwood Friends School, the Putnam History Museum, and the Poughkeepsie Public Library. The project creates community quilts to commemorate and memorialize the people and places in the Hudson Valley which were important in the historic fight for Black freedom and emancipation. Project participants learn about the local history of slavery and abolition in their region and the upcoming 2027 bicentennial of the end of legal slavery in New York State. This new-found knowledge informs their development of commemorative quilts under the leadership of experienced quilters and acknowledges the local people and places that contributed to the fight against slavery and for freedom. As the quilts are completed, their exhibition provides a continuing opportunity to share local antislavery history with a widening circle of community members. Participants in the project have ranged in age from 9 to 80. This session will share experiences working with different organizations and discuss how this approach to history and cultural programming can be adapted to a variety of different local histories.

Session 3: 11:30am – 12:15pm

A: New York State Library and New York State Archives (land records)

P.J. Nastasi, Associate Librarian

This 45-minute session will offer an in-depth look at the resources available to public historians researching land records at the NYS Library and Archives. Staff will demonstrate best practices for using catalog searches, navigating finding aids and other resources. There will be ample time for questions and discussion.

B: History with no Walls – Stirring Up History

Diane Schwindt, Ketcham Inn

Showing historic sites how to think "Outside the Box-Outside the House" using historic cooking, because food is a commonality. Using the Open-air Hearth, allows a presenter to tell the narrative of any historic home or time period; the connections are endless. The hearth defines the space, the heart of the home. The presentation is done in period clothing using authentic outfits, cookware and foods. Each item can be used to enrich the telling of the story. This unique item, the Open-air Hearth, increases the visual experience defining a modern space to the audience, transporting them to a time gone by. The Open-air Heath can be erected within a modern facility as easily as the exterior of a historic home. If applicable, the Hearth can be used on the exterior of a historic home that no longer has a functional hearth, but still provides a visitor the warm experience of a fire.

Lunch (*included with conference registration*): 12:30pm – 1:30pm

Field Trips (*included with conference registration*): 1:30pm – 4:30pm

Three field trips will run concurrently around the Village of Port Jefferson Registrants may sign up for one or all three tours. Guides will walk participants to Drowned Meadow Cottage Museum, The Mather House Museum at the Historical Society of Greater Port Jefferson and the Village Center/Archive/Wooden Boat Building Campus. Between stops, guides will provide walking tours. Participants can drive to the two museums, but parking is limited. Walking is encouraged.

- Drowned Meadow Cottage – a small museum dedicated to the Village's role in the American Revolution.
- The Mather House Museum is a multi- building complex: the home of John R. Mather and his son, John T. Mather, two of Port Jefferson's prominent shipbuilders; a tool shed, a sailmaker's loft and a clock museum.
- The Village Historian will show the Village Center, the photo archive and the Boat Building Shed. (A limited number of people will be invited to submit a digital photo for enlargement by Chris Ryon, Port Jefferson Village Historian. If you select this tour option, we will send a follow-up email.)

2024 APHNYS Conference – Presentation Descriptions

Session 2: 10:15am – 11:30am

A: Heritage Tourism Panel

Ross Levi, I Love NY

History and Tourism are inextricably linked in that historians are great at researching and telling the stories of communities and the tourism industry are experts at bringing people to your communities to listen to those stories and visit historic sites and events. This session will guide historians in how to collaborate with the Tourism Promotion Agencies in your communities and offer ways in which they can help promote the work public historians are doing to share their history.

B: Long Island Life-Savers and Coastguardsmen of Color

Mary Cascone, Babylon Town Historian • Sandi Brewster-Walker, Independent Historian

Created in 1871, the U.S. Life-Saving Service was established stations across Long Island. In 1915, USLSS became part of the U.S. Coast Guard and many stations were used through World War II. Presenters will explore the history of two Long Island stations.

The Oak Beach Station, built in 1872 and used through WWII, is one of the oldest remaining USLSS station buildings in NYS. A look at the station's history, duties of the surfmen and the building's restoration.

East Quogue's Tiana Station was used as a Coast Guard barracks for a World War II crew of color about 150 coastguardsmen from 1942-1944. A look at the true purpose of the segregated station and the contributions of local men of color on merchant, whaling and U.S. cutter ships throughout Long Island's maritime history.

Session 3: 11:45am – 12:30pm

A: New York State Library and New York State Archives (genealogy)

Peter Nastasi, Associate Librarian

This 45-minute session will offer an in-depth look at the resources available to public historians researching genealogy at the NYS Library and Archives, with emphasis on how to use the free Ancestry.com portal. Staff will demonstrate best practices for using catalog searches, navigating finding aids and other resources.

B: Suburbia Swings for the Fences

Fabio Montella, Associate Professor of Library Services/Associate Professor of History

Suffolk County baseball history is filled with extraordinary narratives that propels this hyper-local history into a national sphere. From the arrivals of Babe Ruth and Satchel Paige, to the emergence of women's professional baseball, Suffolk County offers an array of rich baseball histories that can pique the interests of residents and non-residents alike. In this presentation, I highlight a few such narratives while also discussing my endeavor of publishing a book on Suffolk County baseball history that is often deemed "too local" for large publishers

Conference concludes: 12:30pm