



TOWN OF CLIFTON PARK TOWN BOARD MEETING

January 21, 2025

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

 **ONLINE BOARD MEETINGS**

- I. Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Business**
 - **Public Hearing: 7:02pm Town Historic Preservation Term Easement Application**
 - **Presentation- John Scavo, Director of Planning & Zoning, on proposed NYS DOT road improvements**
 - **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**

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING
TERM EASEMENT (HISTORIC PRESERVATION) APPLICATION

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on the 21st day of January 2025 at 7:02 p.m. in the Wood Memorial Meeting, One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York, at which time and place public comment may be made to the Town Board with regard to an application for the Town Historic Preservation Term Easement program relating to property at 343 Riverview Road, Rexford (SBL:287.16-1-6).

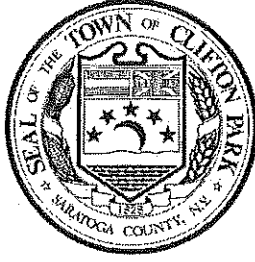
Copies of the application may be inspected in the Town Clerk's office during normal business hours.

Stephanie Ranze, Town Clerk

Resolutions for Consideration
Clifton Park Town Board Meeting
January 21, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Historic Preservation	Accept an application for a Historic Preservation Term Easement for 343 Riverview Road, Rexford	P. Barrett
2. Planning	Authorize the Supervisor to sign a grant contract with New York State Department of Environmental Conservation for the Tree Inventory and Management Plan Project	P. Barrett
3. Planning	Authorize the Supervisor to execute a NYS grant contract amendment for the Hubbs Road Trail Project	P. Barrett
4. Parks & Recreation	Adoption of the updated General Facility Fee schedule for Town pool memberships, short-term use of town-owned facilities and for the Town recreation camp full-day camp weekly rate	L.Walowit & A.Reid
5. Parks & Recreation	Authorizing Town Supervisor to sign contracts with 2025 subcontract hires	L.Walowit & A.Reid
6. Parks & Recreation	Adopt the Seasonal Pay Matrices for Full & Half Day Summer Camps, and Golf Course employees	L. Walowit & A. Reid
7. Buildings & Grounds	Authorize purchase of two (2) Ford F-350 trucks with v-plow under NYS Contract	P. Barrett
8. Buildings & Grounds	Authorize purchase of a Toro 4000-D mower under NYS Contract	P. Barrett
9. Buildings & Grounds	Award a bid for cleaning of Town-owned buildings to WJS Ultimate Cleaning	P. Barrett
10. Buildings & Grounds	Authorize Jacob Palmateer moving from MEO Light to Automotive Mechanic	P. Barrett

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|----------------------------|---|------------|
| 11. Buildings & Grounds | Authorize the promotion of Justin Latniak to Senior MEO | P. Barrett |
| 12. Buildings & Grounds | Authorize the Department to contract for purchases of automotive parts and oils by piggybacking off of Saratoga County Contract 24-PWAP-15R | P. Barrett |
| 13. Buildings & Grounds | Declare an emergency repair under GML 103 for repairs to Locust Lane Clubhouse | P. Barrett |
| 14. Buildings & Grounds | Resolution to correct the salary of David Noakes as Laborer in the Department | P. Barrett |
| 15. Building & Development | Authorize state-required training for three building inspectors including overnight stays | P. Barrett |
| 16. Animal Control | Authorize the reclassification of Chantel Smith as a Full-time Animal Control Officer | P. Barrett |



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution accepting an application for inclusion in the Town Historic Preservation Term Easement program for a property located at 343 Riverview Road, Rexford, NY.

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

WHEREAS, a public hearing was held on January 21, 2025, to receive public comment regarding an application for a Term Easement for inclusion of a property at 343 Riverview Road, Rexford, into the Town Historic Preservation Term Easement program in accordance with Chapter 125 of the Town Code, as amended, and

WHEREAS, the Town Board has considered the application, and the comments received; now, therefore, be it

RESOLVED, that the application for a property located at 343 Riverview Road, Rexford, owned by Chrysoula Highland (SBL:287.16-1-6), is hereby accepted and is granted a 25-year term easement in accordance with the attached application, pursuant to Chapter 125 of the Town Code.



RESOLUTION

#2

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the Supervisor to sign a grant contract for a Clifton Park Tree Inventory and Community Forestry Management Plan Project.

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

WHEREAS, the Town of Clifton Park has been awarded grant funding for the collection of tree inventory data and for assessing and planning for a healthy community forest at strategic locations within the town, through the New York State Department of Environmental Conservation's Urban and Community Forestry grant program, Round 16, using funding from the State's Environmental Protection Fund (EPF); and

WHEREAS, the Town will conduct the tree inventory and management plan grant project in accordance with the attached master grant contract, for grant project budget in the amount of \$65,000, with no local match required, and

WHEREAS, the Town Board wishes to support the project; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached master grant contract for the Town of Clifton Park Tree Inventory and Management Plan Project.

Cynthia, Zlogar

From: Jennifer Viggiani
Sent: Wednesday, December 11, 2024 12:57 PM
To: Paul, Pelagalli; Anthony Morelli; Phil Barrett
Cc: Cynthia, Zlogar; John Scavo; Dan Clemens
Subject: STATE GRANT CONTRACT for 2023 Urban Community Forestry Grant Program (Round 16): Application DEC01-UCF1-2023-00013
Attachments: AGREEMENT_00000000000000000000136731_1_V1.pdf

Good afternoon,

The NYS DEC state grant contract is ready for Town Board / Town Attorney review and for grant contract execution, for the Tree Inventory and Management Plan Project for the Town of Clifton Park. **Page 43** provides a helpful summary of the proposed project. Thanks for your patience with this grant contract getting to this point.

Would you kindly please review and consider advancing to an upcoming agenda meeting for a future town board meeting for a resolution to authorize the grant contract.

Thank you!

Sincerely,

Jen

Jennifer Viggiani
Open Space Coordinator
Town of Clifton Park – Planning Department
One Town Hall Plaza
Clifton Park, NY 12065
www.cliftonpark.org
www.cliftonparkopenspaces.org
518-371-6054

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001</p>	<p>BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C02128GG-3350000 CONTRACT TYPE (select one): <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: CLIFTON PARK TOWN OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) : <input type="checkbox"/> Amendment (list periods) :</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002122 Federal Tax ID Number: 146002129</p>	<p>PROJECT NAME: Tree Inventory and Management ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 1 TOWN HALL PLZ CLIFTON PARK, NY 12065-3610 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>
<p>CURRENT CONTRACT TERM: From: 01/01/2024 To: 12/31/2026 AMENDED TERM: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract): CURRENT: \$65,000.00 AMENDED: \$0.00 FUNDING SOURCE(S) <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- Appendix A
- Attachment A:
 - A-1 Agency Specific Terms and Conditions
 - A-2 Program Specific Terms and Conditions
 - A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-4 Net Deficit Budget

 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting
- Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: CLIFTON PARK TOWN OF _____

By: _____
 Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

By: _____
 Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
 APPROVED AS TO FORM

By: _____
 Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
 Printed Name

Title: _____

Date: _____

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

¹ For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

- B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).
- C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.
- D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.
- E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.
- G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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 e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

- H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold

harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

- I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.
- N. Renewal:**
- 1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
 - 2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State

("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently

approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and

omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in

writing to the Contractor retaining possession of the Property to use for similar purposes.

- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.
 - d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and

expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

- i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the

Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments

as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination,

and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. 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 the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract 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 contract 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 contract. If this is a building service contract 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 contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract 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, 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 the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, 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 contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 the seller or lessor 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & 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 the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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 and
Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: <mailto:mwbebusinessdev@esd.ny.gov>
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

[com/FrontEnd/searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid 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.

21. 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
<https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. 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, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State
Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

- (a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.
- (1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.
 - (2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.
- (b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.
- (1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
 - (2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
 - (3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee (“CRC”) within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Robert Messenger
NYS Department of Environmental Conservation
Division of Lands and Forests
625 Broadway, 5th Floor
Albany, NY 12233-4250
(518) 402-9428

The designated appeal individual to review decisions is:

Pieter Bridge
Bureau Chief, Division Direction
NYS DEC, Division of Lands and Forests
625 Broadway, 5th Floor
Albany, NY 12233-4250
(518) 402-9405

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.
- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractors misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

- (a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:
 - (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
 - (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
 - (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:
 - (1) procure for the Department the right to continue using the same item or parts thereof;
 - (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
 - (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
 - (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.
- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
 - (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
 - (2) alterations of the items by the Department;

- (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
 - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
 - (5) use of items in a manner for which the same were neither designed nor contemplated; or
 - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified Minority and Women Owned Business Enterprises (MWBEs). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of 0% for Minority and Women Owned Business Enterprises (MWBE) participation, (based on the current availability of qualified MBEs and WBEs).
- (2) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development (DMWBD). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:
 - (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
 - (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
 - (iv) The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit an Equal Employment Opportunity (EEO) Policy Statement and Staffing Plan form. This form will serve to document the composition of the proposed workforce to be utilized in the performance of the Contract, including ethnic background, gender, and federal occupational categories. Contractors shall complete the EEO Staffing Plan and submit at the time of award of the contract.

- (3) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

XI. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Veterans' Services Law article 3 of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service Disabled Veteran Owned Businesses (SDVOB), thereby further integrating such businesses into New York State's economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

(a) Contract Goals

The Department hereby establishes an overall goal of 0% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the Department's Designated Contacts.

Contractor must document "Good Faith Efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause (XI)(d) below).

(b) SDVOB Utilization Plan

1. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
2. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Department.
3. The Department will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of Department acceptance or issue a notice of deficiency within 20 days of receipt.
4. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, The Department shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Department, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
5. The Department may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (i) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (ii) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (iii) If a Bidder fails to submit a request for waiver; or
 - (iv) If the Department determines that the Bidder has failed to document good faith efforts.
6. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

7. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, The Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

(c) Request for Waiver

1. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Department for guidance.
2. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause (XI)(d) below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses (XI)(b) 3., 4., & 5. will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.
4. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Department.

(d) Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department with certified SDVOBs whom the Department determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

(e) Quarterly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Quarterly SDVOB Contractor Compliance within the first month of each quarter to the Department during the term of the Contract for the preceding quarters' activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to the Department, by the 10th day of the first month of each quarter during the term of the Contract, for the preceding quarters' activity to: sdvob@dec.ny.gov

(f) Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

XII. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XIII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

XIV. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XVI. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVII. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the

Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVIII. Vendor Responsibility

- a) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- b) The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- c) Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- a) If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- b) With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- a) The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- b) The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**Standard Clauses for All New York State
Department of Environmental Conservation Contracts**

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

B) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address:

Gloria VanDuyne
Coordinator, Urban and Community Forestry Program
New York State Department of Environmental Conservation
Division of Lands and Forests
625 Broadway – 5th Floor
Albany, NY 12233-4255
518-402-9408

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.

- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Materials Management, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- a) Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- b) Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is NOT an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Lands and Forests, 5th Floor, 625 Broadway, Albany, NY 12233-4250, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- c) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- d) Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- e) Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- f) Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- g) Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 01/01/2024 - 12/31/2026
Contract Amount: \$65,000.00

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	01/01/2024 - 12/31/2026	\$65,000.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: Tree Inventory and Management
 CONTRACTOR NAME: CLIFTON PARK TOWN OF
 CONTRACT PERIOD NUMBER: 1
 CONTRACT PERIOD: From: 01/01/2024
 To: 12/31/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) FRINGE	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0%	\$0.00	\$0.00
2) Non Personal Services					
a) CONTRACTUAL	\$65,000.00	\$0.00	0%	\$0.00	\$65,000.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$65,000.00	\$0.00	0%	\$0.00	\$65,000.00
Total	\$65,000.00	\$0.00	0%	\$0.00	\$65,000.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET**

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Sub Total					\$0.00	\$0.00	0%	\$0.00	\$0.00
FRINGE									
TYPE/DESCRIPTION					\$0.00	\$0.00	0%	\$0.00	\$0.00
Sub Total					\$0.00	\$0.00	0%	\$0.00	\$0.00
Personal Services Total					\$0.00	\$0.00	0%	\$0.00	\$0.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE - FRINGE

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL**

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Contractual - Tree Inventory Community Forest Management Plan - Outside Consultant "	\$65,000.00	\$0.00	0%	\$0.00	\$65,000.00
Total	\$65,000.00	\$0.00	0%	\$0.00	\$65,000.00

CONTRACTUAL NARRATIVE

"The Town of Clifton Park is proposing a UCF1 - Tree Inventory and Community Forest Management Plan project, combined in one application. The Town of Clifton Park received two (2) quick quotes of cost estimates on company letterhead, from PlanIt Geo and also Davey Resource Group, to gauge the total project costs: and is asking for a budget of up to \$65,000 for contractual services to be covered 100% by the state grant. The Town has not made any selections for procuring a forestry contractor. The Town is seeking to hire/use an International Society of Arboriculture (ISA) certified arborist (or ISA arborist-certified company) to conduct the inventory. The project will include collecting tree inventory data in a computerized software program to all for an i-Tree ECO benefits analysis (pollution removal, carbon storage, hydrology effects, ultraviolet (UV) effects, etc.) All tree inventories will be ground-truthed, and may include aerial assessment. The final tree inventory will be submitted in a Excel or Access, and in a GIS shape file per the required formatting, to the DEC Grant Administrator. Once the inventory is complete, the project will proceed to the creation of the publicly created, customized management plan, and will include public and stakeholder participation. The completed management plan will also be submitted to the DEC Grant Administrator. The Town of Clifton Park will utilize state grant funds for outside professional contractors, for costs incurred within the grant contract awarded. For one consultant, Tree Inventory Services were estimated to be 7,800 tree sites X \$4.50 per site for a total of \$39,100, with an additional basic level 2 risk assessment per tree site of \$0.50 for an additional \$3,900. These two inventory tasks cost \$39,100 with the one consultant. The other consultant priced 7,800 tree sites and stumps at \$6.867 per site for a lump sum of \$53,566 for the Tree Inventory. The Town s budget for Tree Inventory work alone could be a range of \$39,100 to \$53,566 depending on the consultant. One consultant quoted \$11,625 for the Basic Community Forestry Management Plan (CFMP) at \$11,625 including 4 total meetings. The other quoted \$5,500 for the CFMP with one presentation, and stakeholder meetings at \$3,000 per meeting. Please see both quotes attached as uploaded documents. Both consultants indicated that the basic services would not include tree count type of software, and though optional, would cost the town an additional \$6,250 to \$9,000 for three (3) years of software. The Town has heard positive feedback from other municipalities about tree analysis software tools. The Town would like to budget for tree analysis software for at least one to 3 years with the selected consultant. Following the term set with a future forestry consultant, the town would plan to use tree analysis software going forward, assuming that in the 1 to 3 years the town staff would be well trained and have confidence in continuing to use such a useful tool. The town would reserve the right to migrate from one software to a different tree software if the town identified a better fit and more economical one to utilize. The Town understands that match funds are not required for the Tree Inventory and Community Forest Management Plan projects. "

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER**

OTHER TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. none	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

OTHER NARRATIVE

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Tree Inventory and Management
CONTRACTOR NAME: CLIFTON PARK TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 01/01/2024
To: 12/31/2026

"Location, target population, overall number of persons to be served: Clifton Park is a suburban town in Saratoga County with a population of 38,029; it is approximately 50 square miles in size. The town is in the southern region of Saratoga County, about 12 miles north of Albany, 7 miles northeast of Schenectady, and 13 miles northwest of Troy. The Town owns and manages over 2,000 acres of public lands consisting of nature preserves, natural areas throughout neighborhoods, pocket parks with playgrounds in neighborhoods, and active recreation parks with active ballfields and other activity areas. The municipality is seeking funding to hire professional arborists through a consulting firm to conduct a Tree Inventory and to develop a Community Forest Management Plan. The town understands it is eligible for a grant of up to \$75,000, and no matching funds would be required. The town will provide staff to serve as a Project Manager, as well as staff to serve on a Tree Project Steering Committee for the duration of the project. Partners will also have representation on the Tree Project Steering committee, and the partners include the Tree Committee and Shenendehowa Rotary. Description of Project: The Tree Inventory will assess the health of the trees in the Town's strategic areas of community forest. The project will focus on individual attributes rather than looking at the forest as a whole. Data will be gathered on tree species, size, and condition. It will be particularly useful as a maintenance and planning resource for town managers, particularly for the Town of Clifton Park Department of Buildings & Grounds, managed by the Director of Buildings, Grounds and Parks; and the Town's Highway Department, managed by the Highway Superintendent. Eligible project locations for Tree Inventories for this DEC grant include trees on public lands, specifically: non-state-owned properties (municipal public property, i.e., street and park trees), privately owned parkland that is open to the public (e.g., cemeteries) and alongside state-owned roadways in a city, town, or village in a location where trees provide a public benefit. Projects may be implemented further from a public roadway if within 10 feet or either side of a paved or maintained multiple use trail. Areas not eligible for funding include woodlands or unmaintained park areas with or without recreational trails. The NYS DEC Regional Forester, Bryan Ellis, (Region 5 - covering Saratoga County) has recommended that Clifton Park do an inventory for the entire town, because it would be beneficial for the town to get one picture of all the public trees at once. He also advised that a focused maintained areas would be key. Mr. Ellis advised that it might be helpful to get input from a contractor that specializes in this field. The town reviewed the locations with PlanIt Geo and they recommended a total project scale of about 7800 tree site locations that are strategically focused on actively managed park areas owned and managed by the Town of Clifton Park, and not every forested nature preserve area. The Town Board adopted the Dwaas Kill Nature Preserve Management Plan in 2009; and working with the Open Space, Trails & Riverfront Committee, the town is addressing large forested nature preserves by drafting preserve-based management plans: including such as the Garnsey Park Management Plan drafted in December 2022. For the DEC UCFMP project the town is focusing on landscaped areas/well-maintained areas with trees near playgrounds, along ballfields, along parking lots, around focused trailhead areas, and street trees along town roads. In contrast to a Tree Inventory, a Community Forest Management Plan is a roadmap that creates a shared vision for the future of a community forest. It is a strategic plan that includes goals, objectives, and recommendations. This Management Plan will be developed by the professional forestry consultants in full consultation with the project committee and informed by public input received through the public participation components of the project. The Town has requested two quotes for grant purposes, and upon award will conduct a selection process, and authorize the selected consultant through a town board resolution. The town will review its selection process and results and notify DEC. The Town will determine ultimately the software for the project through the consultant selection process, and present its data collection plan and software proposed to the DEC. The Town will appoint a Project Steering Committee to convene as needed with the future forester consultant and town

staff, to conduct the project from a kick off meeting through the data collection process, through data analysis, and further into the development of the management plan. The project will determine the best mechanism(s) for plan / project future implementation. "

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective
1 Hire an ISA-certified arborist for Tree Inventory & Planning Project - "Town to select and award a qualified company that will deliver the inventory (and data collection on appropriate software), and management plan components with public planning process (public participation) "
Task
1.1 "conduct procurement process and review agreement " - "town staff will conduct the town's procurement process and review bids/proposals and recommend a consultant. The Town Board will authorize the consultant's contract. "
Performance Measures
1.1.1 submit bid/proposal results and selected consultant to NYS DEC - submit documentation on consultant selection to NYS DEC 1.1.2 Hold Kickoff Meeting with consultant, DEC forester and partners - Include all internal departments. Submit meeting notes to DEC grants administrator
Objective
2 "Conduct tree inventory of Clifton Park's community forest and assessment as per the RFA and UCF grant guidelines. - ISA arborist will collect the tree data in a computerized software program that will allow for iTree ECO benefits analysis, and conduct field work and do the digital inventory work and analysis of the 7800 tree sites estimated
Task
2.1 collect data in a digital software program to allow for i-Tree ECO analysis - consultant will collect data and input into tree inventory software that will allow for an i-Tree ECO benefits analysis (pollution removal, carbon storage, hydrology effects, ultraviolet (UV) effects, etc.)
Performance Measures
2.1.1 submit tree software planned and data collection plan to DEC - notify DEC of the tree software selected, and of the proposed data collection plan and approach for DEC review
Task
2.2 Ground truth the tree inventory. - "The tree inventory will be ground-truthed, with some aerial assessment in conjunction with the ground truthing. "
Performance Measures
2.2.1 submit electronic copy of the final product tree inventory to DEC - Submit in a format compatible with Excel or Access, & in a GIS shape file to the DEC Grant Administrator by email. Show that the data collection meets minimum accuracy rate of 95%. Discuss with local DEC urban forester to confirm final tree inventory 2.2.2 Long-term support of inventory - Provide DEC grant administrator with information on who will maintain the inventory, how it will be maintained and in what software.
Objective
3 Develop a Community Forest Management Plan through Public Planning Process - "Develop a Clifton Park Community Forest Management Plan that serves as a roadmap for the long-term vision of Clifton Park's community forest. "
Task
3.1 Develop a public outreach and participation plan - Develop a public outreach and engagement plan; set up meeting schedule and other forms and means of public outreach and engagement working closely with consultant and tree project steering committee
Performance Measures
3.1.1 Hold meeting with consultant, DEC forester, others to review requirements - Include all internal departments and applicable partners. Discuss who will have which role, including awardee. Submit meeting notes to DEC grants administrator. 3.1.2 submit public participation plan to NYS DEC - "Submit the public outreach plan to NYS DEC to demonstrate the public process and approach. " 3.1.3 Outreach and Education. Report on completion of public participation plan tasks - Report on

completion of each task in public participation plan
Task
3.2 " Develop Vision, Goals and Objectives for the draft management plan" - create and deliver public presentation to review the findings of the tree inventory with the public, and seek public input on creating the community's vision, goals and objectives for the draft community forest management plan.
Performance Measures
3.2.1 develop written vision, goals and objectives for the long-term forest plan - Develop the vision, goals and objectives for the long-term community forest and a strategy to care for the forest, based on the analysis of the tree inventory, input from the steering committee, and public input from the public participation
Task
3.3 Develop draft community forest management plan - Consultant will draft the management plan
Performance Measures
3.3.1 Create a written draft management plan for public review - "Create a draft management plan for submission to the steering committee and a presentation to the public through public participation means developed in the public participation plan. "
3.3.2 Draft plan submitted for review by awardee and DEC - DEC grants administrator will receive a copy of the draft plan for review and comments
3.3.3 Prepare summary of public input on draft plan - "Summarize the public input received on the draft plan through steering committee and public participation process. "
Objective
4 " Finalize the community forest management plan" - "Use input received from public process to refine the draft plan into a final version management plan. "
Task
4.1 "create a final forest management plan document " - "Prepare a written final plan document for town board approval and DEC. "
Performance Measures
4.1.1 Submit final management plan to NYS DEC Grant Administrator - "Submit an electronic copy of the completed management plan to the DEC Grant Administrator via email. "
Objective
5 "Basic in-house training on tree inventory maintenance and implementation " - "Consultant to provide training to applicable town departments staff on basic guidance on tree inventory data maintenance using computerized software, and on the implementation of the management plan. Follow-up available for year 2 and 3. "
Task
5.1 "Conduct Training meeting(s) " - Training meeting(s) conducted for inventory software
Performance Measures
5.1.1 Submit Meeting Notes on Training Meeting(s) to NYS DEC - "Prepare a written brief to the NYS DEC on the training and transition from consultant to town staff for the ongoing maintenance of the Tree Inventory, and implementation of the Management Plan. "
Objective
6 Partnerships - Members of the Tree Committee and Rotary Club of Shenendehowa will partner on this project.
Task
6.1 Tree Committee Partnership - Members of the Tree Committee will participate on the project's steering committee
Performance Measures
6.1.1 Tree Committee members will participate in steering committee meetings. - Report on all partnership activities carried out by the Tree Committee.
Task
6.2 Rotary Club of Shenendehowa Partnership - Tree Planting and youth involvement
Performance Measures
6.2.1 Tree Planting - Rotary will fund trees to be planted in Clifton Park
6.2.2 Youth Engagement - Report on youth engagement activities undertaken by the Rotary Club.

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 01/01/2024 - 12/31/2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	01/01/2024 - 03/31/2024	04/30/2024
2	Quarterly Reimbursement	04/01/2024 - 06/30/2024	07/30/2024
3	Quarterly Reimbursement	07/01/2024 - 09/30/2024	10/30/2024
4	Quarterly Reimbursement	10/01/2024 - 12/31/2024	01/30/2025
5	Quarterly Reimbursement	01/01/2025 - 03/31/2025	04/30/2025
6	Quarterly Reimbursement	04/01/2025 - 06/30/2025	07/30/2025
7	Quarterly Reimbursement	07/01/2025 - 09/30/2025	10/30/2025
8	Quarterly Reimbursement	10/01/2025 - 12/31/2025	01/30/2026
9	Quarterly Reimbursement	01/01/2026 - 03/31/2026	04/30/2026
10	Quarterly Reimbursement	04/01/2026 - 06/30/2026	07/30/2026
11	Quarterly Reimbursement	07/01/2026 - 09/30/2026	10/30/2026
12	Quarterly Reimbursement	10/01/2026 - 12/31/2026	01/30/2027

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
 - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
 7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
 8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
 9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 01/01/2024 – 12/31/2026			
Progress Report	Report Type	Report Period	Due Date
1	Progress Report	01/01/2024 - 03/31/2024	04/30/2024
2	Progress Report	04/01/2024 - 06/30/2024	07/30/2024
3	Progress Report	07/01/2024 - 09/30/2024	10/30/2024
4	Progress Report	10/01/2024 - 12/31/2024	01/30/2025
5	Progress Report	01/01/2025 - 03/31/2025	04/30/2025
6	Progress Report	04/01/2025 - 06/30/2025	07/30/2025
7	Progress Report	07/01/2025 - 09/30/2025	10/30/2025
8	Progress Report	10/01/2025 - 12/31/2025	01/30/2026
9	Progress Report	07/01/2026 - 09/30/2026	10/30/2026
10	Progress Report	01/01/2026 - 03/31/2026	04/30/2026
11	Progress Report	04/01/2026 - 06/30/2026	07/30/2026
12	Progress Report	10/01/2026 - 12/31/2026	01/30/2027
13	Final Report	01/01/2024 - 12/31/2026	03/02/2026

E. Special Payment and Reporting Provisions:

Period 1:



RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. of 2025, a resolution authorizing a no-cost time extension to the existing NYS DEC Climate Smart Communities Grant Contract for the Hubbs Road Trail Project.

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

WHEREAS, the Town has an existing contract with NYSDEC authorized by Resolution No. 23 of 2022, for the construction of a multi-use path along Hubbs Road, that extends currently to March 14, 2025, and

WHEREAS, Resolution No. 286 of 2022, authorized the Supervisor to execute an agreement with MJ Engineering and Land Surveying for design and construction inspection services for the Hubbs Road Trail project, in an amount not to exceed \$87,000, and

WHEREAS, the Town Board wishes to authorize a grant contract amendment for a one-year, no-cost time extension for the Hubbs Road Trail Project until March 14, 2026; now, therefore, be it

RESOLVED, that the Town Board authorizes a no-cost time extension amendment for the completion of the Hubbs Road Trail Project.

Resolution No. 23 of 2022, a resolution authorizing the Supervisor to sign a grant contract for a project to construct a multi-use path along Hubbs Road.

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

WHEREAS, the Town has been awarded grant funding for a multi-use trail along the south side of Hubbs Road, to connect the Dutch Meadows and Country Knolls neighborhoods with Jonesville, including pedestrian access and high visibility crossing signs under the NYS DEC Climate Smart Communities Program, in the amount of \$278,271, and

WHEREAS, the project will require a 50% local match, as well as first instance funding by the Town in the amount of \$556,542, and

WHEREAS, the project will provide pedestrian access to the hamlet of Jonesville from Dutch Meadows and Country Knolls neighborhoods, as well as pedestrian and non-motorized access to Hatlee, Main Street and MacElroy Roads, and connections to existing multi-use trail networks within the Town, and

WHEREAS, the Town Board supports the project and wishes to commit to local funding in order to proceed; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached master grant contract for the Hubbs Road Multi-use path; and be it further

RESOLVED, that the Town Board commits to funding in the first instance of up to \$556,542, to plan, design and construct the project, as well as the local match commitment of \$278,271.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

January 18, 2022

Teresa Brobston, Town Clerk

Resolution No. 286 of 2022, a resolution authorizing the Supervisor to sign an agreement for professional engineering services for the Hubbs Road Path Project, funded by the New York State Department of Environmental Conservation 2019 Climate Smart Communities Grant Program.

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

WHEREAS, Resolution No. 23 of 2022, authorized the implementation and funding in the first instance of the project of \$556,542 to cover the cost of plan, design and construction of the project, as well as the local match commitment of \$278,271, and

WHEREAS, a request for qualifications was issued and responses returned by July 25, 2022, and

WHEREAS, a selection committee reviewed the responses, and selected MJ Engineering and Land Surveying based on their highest weighted score on the group's rubric; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to sign an agreement with MJ Engineering for design and construction inspection services for the Hubbs Road Path Project, in an amount not to exceed \$87,000, and be it further

RESOLVED, that the Town Board hereby authorizes the Comptroller to create Capital Projects account H65 (Hubbs Road Path Project – Capital Projects); and be it further

RESOLVED, that the Comptroller is authorized to transfer \$87,000 from A- 914 (Unassigned Fund Balance) to H65-7629-135 (Capital Project Hubbs Rd Path – Trails – Engineering).

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

December 12, 2022

Teresa Brobston, Town Clerk

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001</p>	<p>BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C01085GG-3350000 CONTRACT TYPE (select one): <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: CLIFTON PARK TOWN OF</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) : <input checked="" type="checkbox"/> Amendment (list periods) :</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002122 Federal Tax ID Number: 146002129</p>	<p>PROJECT NAME: DEC Capital Pool ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 1 TOWN HALL PLZ CLIFTON PARK, NY 12065-3610 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>
<p>CURRENT CONTRACT TERM: From: 03/15/2020 To: 03/14/2025 AMENDED TERM: From: 03/15/2020 To: 03/14/2026</p>	<p>CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract): CURRENT: \$278,271.00 AMENDED: FUNDING SOURCE(S) <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- Appendix A
- Attachment A:
 - A-1 Agency Specific Terms and Conditions
 - A-2 Program Specific Terms and Conditions
 - A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-4 Net Deficit Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting
- Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: CLIFTON PARK TOWN OF _____

By: _____
 Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

By: _____
 Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
 APPROVED AS TO FORM

By: _____
 Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
 Printed Name

Title: _____

Date: _____

Cynthia, Zlogar

From: Jennifer Viggiani
Sent: Thursday, December 19, 2024 10:21 AM
To: Paul, Pelagalli
Cc: Phil Barrett; Cynthia, Zlogar; John Scavo
Subject: FW: New York State - Contract Requires Your Approval/Signature
Attachments: AGREEMENT_00000000000000000096597_7_V1_C01085 Hubbs.pdf

Good morning, Paul,

We just received the Amended Grant Contract (attached for your review) with NYS for the Hubbs Road Trail Project (C01085) for the Town to authorize. The sole intent of the Amended Grant contract from 2020 is for a No-Cost Time Extension (NCTE) from current contract term of 3/15/2020 to 3/14/2025 to become now, **a new end date of 3/14/2026**. This is a project through the Climate Smart Communities Grant program run through NYS Department of Environmental Conservation.

The reason we asked for the NCTE was due to the delay caused by the Right-Of-Way acquisition, in particular, the one parcel before the court for EDPL with a court date in Feb. 2025.

- Would you kindly advise – do we need to do this by Town Board resolution? I think we have done so in the past.

If it is acceptable for town board review, would we be able to get it on an upcoming, convenient, Agenda Meeting, and then TB meeting, please?

Thank you!

Sincerely,

Jen Viggiani
Town of Clifton Park – Planning Department
www.cliftonpark.org

From: donotreply@sfs.ny.gov <donotreply@sfs.ny.gov>
Sent: Thursday, December 19, 2024 9:23 AM
To: Jennifer Viggiani <JViggiani@cliftonpark.org>
Subject: New York State - Contract Requires Your Approval/Signature

Dear CLIFTON PARK TOWN OF ,

Contract 00000000000000000096597 from the Dept of Environ Conservtion (DEC01) is ready for your approval/signature.

To perform your approval and apply your electronic signature to this contract, please log into the SFS Vendor Portal. In the SFS Vendor Portal, you will be able to view and download an electronic copy of the

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

¹ For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

- B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).
- C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.
- D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.
- E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.
- G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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 e-mail, upon receipt.
- The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.
- H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold

harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

- I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.
- N. **Renewal:**
 1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
 2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State

("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently

approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and

omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in

writing to the Contractor retaining possession of the Property to use for similar purposes.

- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.
 - d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and

expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

- i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the

Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments

as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination,

and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. 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 the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract 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 contract 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 contract. If this is a building service contract 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 contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract 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, 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 the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, 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 contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 the seller or lessor 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & 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 the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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 and
Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: [mailto:mwbebusinessdev@esd.
ny.gov](mailto:mailto:mwbebusinessdev@esd.ny.gov)
[https://ny.newnycontracts.
com/FrontEnd/
searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid 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.

21. 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
<https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. 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, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS
Standard Clauses for All New York
State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

- I. **Postponement, suspension, abandonment or termination by the Department:** Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement; suspension or termination of the contract.

- II. **Conflict of Interest**
 - A. Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.
 - 1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.
 - 2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.
 - 3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.
 - B. Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

- 1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.
- 2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.
- 3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.
- 4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

C. Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an

unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

- D. The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package
- E. The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

- A. The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.
 - 1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.
 - 2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual (DAI) within twenty days of receipt of that decision.
- B. Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.
 - 1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
 - 2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
 - 3) Make a determination on the record as it exists.
- C. The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee (CRC) within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Mark Lowery,
Assistant Director, Office of Climate Change
NYS Department of Environmental Conservation
625 Broadway, 9th Floor
Albany, NY 12233-1030
(518) 402-8448

The designated appeal individual to review decisions is:

Jonathan Binder
Office of General Counsel
NYS Department of Environmental Conservation
625 Broadway, 14 Floor
Albany, NY 12233-1500
(518) 402-9188

The Chair of the Contract Review Committee (CRC) is:

Nancy W. Lussier, Chair
NYS Department of Environmental Conservation
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- D. Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- 1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - 2) Adopt the decision of the DAI; or
 - 3) Consider the matter for review by the CRC in accordance with its procedures.
- E. Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- F. Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- G. At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- H. Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- I. Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- J. Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC:
- 1) Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to

comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

- 2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- A. The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:
- 1) prompt written notice of any action, claim, or threat of infringement suit, or other suit, and
 - 2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
 - 3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- B. If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:
- 1) procure for the Department the right to continue using the same item or parts thereof;
 - 2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
 - 3) replace the item(s) or parts thereof with non-infringing items of at least the same quality and performance;
 - 4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

- C. In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- D. The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
- 1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
 - 2) alterations of the items by the Department;
 - 3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
 - 4) use of items in combination with apparatus or devices not delivered by the Contractor;
 - 5) use of items in a manner for which the same were neither designed nor contemplated; or
 - 6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- E. The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS:
REQUIREMENTS AND PROCEDURES**

A. General Provisions

- 1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- 2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- 3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

B. Contract Goals

- 1) For purposes of this procurement, the Department hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
- 2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- 3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

- 1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:
 - i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - ii. The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
 - iii. If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
 - iv. The Contractor's EEO policy statement shall include the following language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- e) EEO Contract Goals for the purposes of this procurement, the Department hereby establishes a goal of 0% Minority Labor Force Participation, 0% Female Labor Force Participation.

2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

3) Workforce Employment Utilization Report Form ("Workforce Report")

- i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 - ii. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 - iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- 4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. MWBE Utilization Plan

- 1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- 2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
- 3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

E. Waivers

- 1) For Waiver Requests Contractor should use Waiver Request Form.
- 2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- 3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

F. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

G. Liquidated Damages - MWBE Participation

- 1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- 2) Such liquidated damages shall be calculated as an amount equaling the difference between:
 - i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

- 3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

H. Forms

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

XI. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or

his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

B. With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon

receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department, or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

ATTACHMENT A-2
AGENCY SPECIFIC TERMS AND CONDITIONS
Standard Clauses for All New York
State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) PROGRAM SPECIFIC TERMS AND CONDITIONS Climate Smart Communities

I. Local Share Requirements

For all Climate Smart Communities Projects, including Climate Protection Implementation Projects and Climate Smart Communities Certification Projects, the Department share will not exceed fifty percent (50%) of the approved project costs, up to the Contract Funding Amount identified on the Face Page, and the Contractor must provide fifty percent (50%) of required eligible share with eligible costs not paid with state grant funds nor federal funds. This percentage will be specified in the Attachment B-1 (Expenditure Budget).

II. Construction

- A. The Contractor agrees to proceed expeditiously with the Project and shall complete the Project in accordance with the performance measures set forth in Attachment C (Work Plan) or any amendments to such Work Plan which are approved by the Department in writing.
- B. The Contractor agrees that it shall notify the Department in writing thirty (30) calendar days prior to the start of construction or, if the start of construction began on or before the contract execution date, upon approval of the Contract the Contractor shall notify the Department in writing within thirty (30) calendar days as to the status of any construction.
- C. The Contractor agrees that it shall notify the Department in writing thirty (30) days following initial start-up operation of the Project.
- D. The Contractor agrees that it shall cause the Project to be designed and constructed in accordance with the engineering report or facilities plan, and if applicable to the project, the plans and specifications for the Project shall be stamped with the seal of a licensed professional engineer and shall be signed with the personal signature of such engineer in compliance with Education Law §7209(1) and (2), and which have been delivered to and approved by the Department, as well as any amendments thereto.
- E. The Contractor agrees that it shall permit the Department to participate in all its meetings and conferences with respect to the Project. Upon request from the Department, the Contractor must submit to the Department reports, documents, data, contractual documents, administrative records, and other information pertinent to the Project.
- F. The Contractor agrees to permit representatives of the Department to have unrestricted access to the Project at all reasonable times, and all contracts of the Contractor for construction or operation of all or a portion of the Project shall contain provisions that permit such access to the Project or work relating to the Project, wherever it is in preparation or progress, and that contractors or subcontractors shall provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the representatives of the Department.

III. Engineering Certification/As-built Plans

Within sixty (60) calendar days after the end of the Contract Term, or upon final completion of the Project, the Contractor agrees that it will deliver the following to the Department:

- A. A certification stating that all portions of the Project funded by this award have been completed in accordance with this Contract, and constructed per the approved plans and specifications, and any approved amendments thereto.
- B. The certified "as built" plans and specifications for the Project. Any work not in accordance with the approved plans and specifications shall be remedied, unless such non-compliance is agreed to be waived by the Department.
- C. The Contractor shall retain all as-built plans and specifications for the Project for the useful life of the Project.

IV. Useful Life of Project

The Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department, including, but not limited, to retaining a sufficient number of qualified staff and ensuring performance of required tests and requirements. After completion of the Project, the Contractor shall, for a period of thirty (30) years unless another period of time is specified in the attached Work Plan (the useful life of the Project as provided in the State Finance Law §61]), operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

V. Notifications

The Department's authorized representative for the implementation of this Contract and for approval, direction, and receipt of all Project reports called for in this Contract is identified below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address: Office of Climate Change
New York State Department of Environmental Conservation
625 Broadway – 9th Floor
Albany, New York, 12233-1030
Tel. No.: (518) 402-8448

A copy of all legal notices shall be sent to:
General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York, 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract submitted by the Contractor. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

VI. Eligible Costs

The contract start date for all contracts awarded through this request for application will be March 15, 2020. Only those eligible project related costs incurred between March 15, 2020 and March 14, 2025 will be eligible for reimbursement of grant funding. Payments will not be approved or processed by the Department until a MCG is fully approved by the Department and, as applicable, the Attorney General

and the State Comptroller, and work has been completed under the state contract. Advance payments are not authorized as part of the Climate Smart Communities Program.

VII. Climate Smart Communities Program Requirements

- A. The grant recipient shall provide estimates of the project's GHG emissions reductions, risk reduction, or other appropriate metrics, as approved by the program manager, through the end of the contract term, in the quarterly report, and/or final project report as applicable.
- B. For certification actions funded in the Climate Smart Communities Certification Project category, the grant recipient shall include in the work plan all deliverables required for each action as described in the Climate Smart Communities Certification Portal Actions Page at <https://www.ClimateSmart.ny.gov> under subheadings "E. How to Obtain Points for this Action" and "F. What to Submit" and provide these items as deliverables under the MCG.
- C. Work plans for certification actions funded in the climate smart communities Certification Project category must include a submittal of documentation required for certification approval through the Climate Smart Communities Certification Portal at <https://www.ClimateSmart.ny.gov>.
- D. If the grant recipient develops, improves, restores or rehabilitates real property that is not owned by the Contractor as part of the work of this Contract, the Contractor shall obtain a climate change mitigation easement from the owner of the real property. Climate change mitigation easements shall be enforced as conservation easements are enforced in ECL section 49-0305.
- E. Construction projects require the installation of an Environmental Protection Fund funding acknowledgement sign and a 30-day notice of construction commencement. An approved sign design will be provided to the grantee upon full execution of the contract. The signage must remain in place for the life of the project.
- F. Per 6 NYCRR Part 492, Climate Smart Communities Projects, a retainage of 5% will be withheld from each payment request for adaptation and mitigation projects (implementation). The retainage is held in case a project is not completed or all required match is not provided by the grantee. All accumulated retainage will be added to the final payment request upon project completion, match fulfillment, and submission of all deliverables.
- G. The following statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by The Climate Smart Community Grant Program, Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." If a ribbon-cutting or other promotional event is planned for the project, the event must be coordinated with the DEC Press Office.
- H. Pursuant to ECL 54-1515, all infrastructure funded through the CSC program must be owned by the grantee and cannot be transferred to another entity for the duration of the infrastructure's useful life. Through a Climate Change Mitigation Easement, the infrastructure may be placed on property not owned by the municipality.

VIII. Lead Applicant Self-Certification

For projects that involve more than one municipality or partner, the lead applicant must certify that an agreement or a signed commitment exists between the Lead Applicant and each participating partner stating the participating partner's commitment and willingness to deliver each output attributed to them in the contract work plan.

IX. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. Upon execution of this contract the contractor shall furnish to the department a certificate or certificates, satisfactory to the Department, showing that it has complied with this article. The insurance documentation shall provide that:

Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities. The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, 625 Broadway Albany, New York 12233-1030 shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.

The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.

Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.

Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.

Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.

Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).

This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law. Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption -- (no employees)

- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption -- (no employees)

An ACORD form is NOT an acceptable proof of Workers' Compensation coverage. ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME The State of New York and The New York State Department of Environmental Conservation, Office of Climate Change, 625 Broadway, Albany, NY 12233-1030 as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a

contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

X. State Assistance Payments

After approval of the Climate Smart Community grant or rebate application, the commissioner may, in the name of the state, enter contracts with municipalities to provide state assistance payments toward the cost of climate smart community projects. Contracts shall include the following provisions:

- A. An estimate of the costs of the project, as determined by the commissioner.
- B. An agreement by the commissioner to make state assistance payments toward the cost of the project by periodically reimbursing the municipality during the progress of project development or following completion of the project as may be agreed upon by the parties, in an amount not to exceed the amounts established elsewhere in this title.
- C. An agreement by the municipality
 - i. to proceed expeditiously with and complete the project as approved by the commissioner;
 - ii. to undertake and maintain the climate smart community project in accordance with applicable law and rules and regulations;
 - iii. to provide for the payment of the municipality's share of the cost of the project;
 - iv. to assume the full cost of any additional elements or continued operation of the project;
 - v. to repay within one year of notification by the commissioner, any state assistance payments made toward the cost of the project or an equitable portion of such monies declared appropriate by the commissioner, if the municipality fails to complete the project as approved. (No repayment, however, shall be required where the commissioner determines that such failure, disposition, or change of use was immediately necessary to protect public health and safety.); and
 - vi. to apply for and make reasonable efforts to secure federal assistance for the project.

In connection with each contract, the commissioner shall keep adequate records of the amount of the payment by the state, if any, received by the municipality. Such records shall be retained by the commissioner and shall establish the basis for recalculation of the state payment as required herein.

The commissioner shall impose such contractual requirements and conditions upon any municipality that receives state assistance payments pursuant to this title as may be necessary and appropriate to ensure that a public benefit shall accrue from the use of public funds by such municipality. Such conditions shall include limitations on the right of the municipality to demolish or convey such property; provisions for public access or use where appropriate; a requirement that all plans for restoration, rehabilitation, improvement, demolition or other physical change must be subject to the commissioner's approval; and such other conditions that shall assure the preservation and protection of the project.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 03/15/2020 - 03/14/2026
Contract Amount: \$278,271.00

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	03/15/2020 - 03/14/2025	\$278,271.00	03/15/2020 - 03/14/2026		Y	Y

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
SUMMARY**

PROJECT NAME: DEC Capital Pool
 CONTRACTOR NAME: CLIFTON PARK TOWN OF
 CONTRACT PERIOD NUMBER: 1
 CONTRACT PERIOD: From: 03/15/2020
 To: 03/14/2026

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) FRINGE	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
2) Non Personal Services							
a) CONTRACTUAL	\$278,271.00	\$0.00	\$278,271.00	\$278,271.00	100%	\$0.00	\$556,542.00
b) TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$278,271.00	\$0.00	\$278,271.00	\$278,271.00	100%	\$0.00	\$556,542.00
Total	\$278,271.00	\$0.00	\$278,271.00	\$278,271.00	100%	\$0.00	\$556,542.00

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
JUSTIFICATION**

[Empty box for justification text]

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET**

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Sub Total					\$0.00	\$0.00	0%	\$0.00	\$0.00
FRINGE									
TYPE/DESCRIPTION					\$0.00	\$0.00	0%	\$0.00	\$0.00
Sub Total					\$0.00	\$0.00	0%	\$0.00	\$0.00
Personal Services Total					\$0.00	\$0.00	0%	\$0.00	\$0.00

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Engineering Design Services	\$20,870.33	\$20,870.33	100%	\$0.00	\$41,740.66
2. Right-of-Way Incidentals and Acquisition (none of state grant may be used on ROW)	\$0.00	\$78,000.00	0%	\$0.00	\$78,000.00
3. Construction and inspection (TBD as of 12/13/2024)	\$257,400.67	\$179,400.67	70%	\$0.00	\$436,801.34
Total	\$278,271.00	\$278,271.00	100%	\$0.00	\$556,542.00

CONTRACTUAL NARRATIVE

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: DEC Capital Pool
CONTRACTOR NAME: CLIFTON PARK TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 03/15/2020
To: 03/14/2026

The Town will construct approximately 0.6 miles of new, 10-foot-wide, asphalt, multi-use trail for bicycle and pedestrian travel, on the south side of Hubbs Road, following along the west side of Hatlee Road to the 4-way intersection with Main Street/Long Kill Road/MacElroy Road, connecting the Dutch Meadows and Country Knolls neighborhoods to the nearby hamlet of Jonesville. The project also includes: high visibility crossings with new pedestrian signals (Rectangular Rapid Flash Beacons) and signage at the following locations: Hatlee Road and Hubbs Road intersection (across Hubbs Road); Hatlee Road at the 4-way intersection with Main Street/Long Kill Road/MacElroy Road, to connect to Long Kill Road sidewalks, with signage, across Hatlee Road/Main Street; and Hatlee Road and MacElroy Road (across MacElroy Road). This project will greatly improve pedestrian and bicyclist safety along this corridor as well as access for people from the residential neighborhoods of Dutch Meadows and Country Knolls to the Hamlet of Jonesville's commercial area, including restaurants, offices and essential services. This new multi-use path will also connect to other, currently existing, sidewalks and multi-use trails within the Town of Clifton Park, and provide a larger, non-motorized transportation network within the town, supporting the reduction of vehicle miles traveled and therefore, greenhouse gas emissions from vehicular traffic.

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective
1 Project Administration - .
Task
1.1 Conduct initial grant contract meeting with Town and DEC OCC - " to discuss grant contract and draft monitoring and metrics - data collection plan (see objective 8). "
Performance Measures
1.1.1 Meeting summary submitted to DEC OCC. - .
Task
1.2 Grant contract reporting and reimbursements - .
Performance Measures
1.2.1 "MWBE reports filed quarterly with MWBE office and cc d to DEC program " - manager. 1.2.2 "Quarterly progress reports submitted to DEC within 30 days of the close of " - the quarter. 1.2.3 Reimbursement requests submitted as needed, but only at the end of a - quarter. Final reimbursement request due to DEC within 120 days of the contract end date. 1.2.4 Final project summary report and all deliverables submitted to DEC within - 60 days of the contract end date.
Task
1.3 "Public relations " - .
Performance Measures
1.3.1 Notify DEC OCC of any press events, releases, or groundbreaking ceremonies - at least 1 month prior to the event. 1.3.2 DEC Funding Attribution Statement added to all project materials - """"This project has been funded in part by the Climate Smart Communities Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation. """"
Objective
2 Procure engineering consultant - .
Task
2.1 Draft request for qualifications (RFQ) for Engineering Services - .
Performance Measures
2.1.1 "Submit draft and Final RFQ to DEC OCC " - . 2.1.2 "List of applicants, intent to hire letter, MWBE compliance breakdown, copy " - of executed subcontract submitted to DEC OCC.
Objective
3 Complete Engineering Design - .
Task
3.1 Design and engineering consultant prepares preliminary design. - .
Performance Measures
3.1.1 Preliminary design plan is complete and copy of design is submitted to OCC - .
Task
3.2 "Consultant prepares preliminary design " - "for public input through a presentation to the public "
Performance Measures
3.2.1 Copies of outreach materials & public input summary is provided to DEC OCC - .
Task
3.3 Final design, specifications and construction documents are prepared - .
Performance Measures
3.3.1 Final designs, specifications and construction documents certified by - "consultant engineer are submitted to DEC OCC. "
Objective

4 ROW Acquisition, as needed. - "Town will seek to minimize any need for any additional Right-of-Way for this construction project."
Task
4.1 Engineering consultant prepares draft and final mapping of ROW - .
Performance Measures
4.1.1 Copies of ROW maps submitted to DEC OCC - .
Task
4.2 ROW Acquisition Phase completed - .
Performance Measures
4.2.1 Copies of final ROW maps submitted to DEC OCC - .
Objective
5 Permitting and Preparation of Bid Documents - .
Task
5.1 Obtain all required permits, including but not limited to, NYS DOT, US Army - Corps of Engineers, Town of Clifton Park Highway Department, as is applicable.
Performance Measures
5.1.1 Copies of required permits submitted to DEC OCC - .
Task
5.2 "Finalize all public bid documents, including specifications, construction " - plans, and budget.
Performance Measures
5.2.1 Copies of final bid documents submitted to DEC OCC - .
Task
5.3 SEQRA Review - .
Performance Measures
5.3.1 SEQRA documents submitted to DEC OCC - .
Objective
6 Procure Construction Contractor - .
Task
6.1 Release public bid, including MWBE requirements - advertised through the Town's official newspaper and the NYS Contract Reporter.
Performance Measures
6.1.1 Copy of bid solicitation and public announcement submitted - to DEC OCC..
Task
6.2 Compile all MWBE good faith efforts as described in the document entitled - MWBE Overview_CSC and provide to mwbe@dec.ny.gov with a cc to the DEC program manager if waiver is requested.
Performance Measures
6.2.1 e-mail from grantee to DEC MWBE office with all good faith effort - documentation (if needed).
Task
6.3 Select consultant/contractor - .
Performance Measures
6.3.1 "List of applicants, intent to hire letter, MWBE compliance breakdown, copy " - of executed contract submitted to DEC OCC
Task
6.4 Notify DEC OCC, in writing, 30 calendar days prior to the start of - construction that work is about to begin. Provide update on progress 30 days following initial startup. If it has started, tell status of construction underway at contract execution.
Performance Measures
6.4.1 "Copy of 30-day notice letter, and 30-day progress letter submitted to DEC " - OCC.
Task
6.5 Pre-construction meeting with Town, contractor and other parties as needed. - Invite DEC OCC to attend
Performance Measures
6.5.1 Summary of project kick-off construction meeting submitted to DEC OCC. - .
Objective
7 "Complete project construction " - .

Task
7.1 Site construction oversight by Town and construction inspectors - .
Performance Measures
7.1.1 Extensive photo documentation preconstruction, provided to DEC OCC - .
7.1.2 Site inspection reports during construction provided to DEC OCC - .
7.1.3 Extensive photo-documentation of the project site during construction - provided to DEC OCC.
Task
7.2 Install Environmental Protection Fund sign on project site - .
Performance Measures
7.2.1 Submit photos of installed EPF sign to DEC OCC. Photos will include, but - be limited to: 1) close-up with legible text; and 2) wide, in-situ shot showing location and situation
Task
7.3 Construction final reporting - .
Performance Measures
7.3.1 Final inspection report of the completed construction work, and sign-off by - " supervising engineer, all submitted to DEC OCC."
7.3.2 Certificate of completion stating that all portions of the project funded - by this award have been completed in accordance with this contract and construction per the approved plans and specifications (and any approved amendments) provided to DEC OCC, and/or certified as-built plans and specifications for any portions of this project funded by this award, stamped with the seal of a licensed professional engineer and signed with the personal signature of such engineer in compliance with Education Law §7209(1) and (2) provided to DEC OCC.
7.3.3 Extensive photo-documentation of the project site after construction - "provided to DEC OCC. "
Objective
8 Monitor and Report on Project-Appropriate Metrics - .
Task
8.1 Draft and finalize a data collection plan and scope to implement the - "collection of project-appropriate metrics on number of users, user types and evaluations from users. "
Performance Measures
8.1.1 Draft data collection plan submitted to DEC OCC for review and discussion - "at project meeting per objective 1, task 1. "
8.1.2 Final data collection and monitoring plan submitted to DEC OCC - .
Task
8.2 Collect data on trail use such as weekday/weekend use, number of users, - and evaluations from pedestrians. Analyze data and estimate greenhouse gas emission reductions.
Performance Measures
8.2.1 Final analysis report and GHG mitigation estimates submitted to DEC - .

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 03/15/2020 - 03/14/2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	03/15/2020 - 04/14/2020	05/14/2020
2	Quarterly Reimbursement	04/15/2020 - 05/14/2020	06/13/2020
3	Quarterly Reimbursement	05/15/2020 - 06/14/2020	07/14/2020
4	Quarterly Reimbursement	06/15/2020 - 07/14/2020	08/13/2020
5	Quarterly Reimbursement	07/15/2020 - 08/14/2020	09/13/2020
6	Quarterly Reimbursement	08/15/2020 - 09/14/2020	10/14/2020
7	Quarterly Reimbursement	09/15/2020 - 10/14/2020	11/13/2020
8	Quarterly Reimbursement	10/15/2020 - 11/14/2020	12/14/2020
9	Quarterly Reimbursement	11/15/2020 - 12/14/2020	01/13/2021
10	Quarterly Reimbursement	12/15/2020 - 01/14/2021	02/13/2021
11	Quarterly Reimbursement	01/15/2021 - 02/14/2021	03/16/2021
12	Quarterly Reimbursement	02/15/2021 - 03/14/2021	04/13/2021
13	Quarterly Reimbursement	03/15/2021 - 04/14/2021	05/14/2021
14	Quarterly Reimbursement	04/15/2021 - 05/14/2021	06/13/2021
15	Quarterly Reimbursement	05/15/2021 - 06/14/2021	07/14/2021
16	Quarterly Reimbursement	06/15/2021 - 07/14/2021	08/13/2021
17	Quarterly Reimbursement	07/15/2021 - 08/14/2021	09/13/2021
18	Quarterly Reimbursement	08/15/2021 - 09/14/2021	10/14/2021
19	Quarterly Reimbursement	09/15/2021 - 10/14/2021	11/13/2021
20	Quarterly Reimbursement	10/15/2021 - 11/14/2021	12/14/2021
21	Quarterly Reimbursement	11/15/2021 - 12/14/2021	01/13/2022
22	Quarterly Reimbursement	12/15/2021 - 01/14/2022	02/13/2022
23	Quarterly Reimbursement	01/15/2022 - 02/14/2022	03/16/2022
24	Quarterly Reimbursement	02/15/2022 - 03/14/2022	04/13/2022
25	Quarterly Reimbursement	03/15/2022 - 04/14/2022	05/14/2022
26	Quarterly Reimbursement	04/15/2022 - 05/14/2022	06/13/2022
27	Quarterly Reimbursement	05/15/2022 - 06/14/2022	07/14/2022
28	Quarterly Reimbursement	06/15/2022 - 07/14/2022	08/13/2022
29	Quarterly Reimbursement	07/15/2022 - 08/14/2022	09/13/2022
30	Quarterly Reimbursement	08/15/2022 - 09/14/2022	10/14/2022
31	Quarterly Reimbursement	09/15/2022 - 10/14/2022	11/13/2022
32	Quarterly Reimbursement	10/15/2022 - 11/14/2022	12/14/2022
33	Quarterly Reimbursement	11/15/2022 - 12/14/2022	01/13/2023

34	Quarterly Reimbursement	12/15/2022 - 01/14/2023	02/13/2023
35	Quarterly Reimbursement	01/15/2023 - 02/14/2023	03/16/2023
36	Quarterly Reimbursement	02/15/2023 - 03/14/2023	04/13/2023
37	Quarterly Reimbursement	03/15/2023 - 04/14/2023	05/14/2023
38	Quarterly Reimbursement	04/15/2023 - 05/14/2023	06/13/2023
39	Quarterly Reimbursement	05/15/2023 - 06/14/2023	07/14/2023
40	Quarterly Reimbursement	06/15/2023 - 07/14/2023	08/13/2023
41	Quarterly Reimbursement	07/15/2023 - 08/14/2023	09/13/2023
42	Quarterly Reimbursement	08/15/2023 - 09/14/2023	10/14/2023
43	Quarterly Reimbursement	09/15/2023 - 10/14/2023	11/13/2023
44	Quarterly Reimbursement	10/15/2023 - 11/14/2023	12/14/2023
45	Quarterly Reimbursement	11/15/2023 - 12/14/2023	01/13/2024
46	Quarterly Reimbursement	12/15/2023 - 01/14/2024	02/13/2024
47	Quarterly Reimbursement	01/15/2024 - 02/14/2024	03/15/2024
48	Quarterly Reimbursement	02/15/2024 - 03/14/2024	04/13/2024
49	Quarterly Reimbursement	03/15/2024 - 04/14/2024	05/14/2024
50	Quarterly Reimbursement	04/15/2024 - 05/14/2024	06/13/2024
51	Quarterly Reimbursement	05/15/2024 - 06/14/2024	07/14/2024
52	Quarterly Reimbursement	06/15/2024 - 07/14/2024	08/13/2024
53	Quarterly Reimbursement	07/15/2024 - 08/14/2024	09/13/2024
54	Quarterly Reimbursement	08/15/2024 - 09/14/2024	10/14/2024
55	Quarterly Reimbursement	09/15/2024 - 10/14/2024	11/13/2024
56	Quarterly Reimbursement	10/15/2024 - 11/14/2024	12/14/2024
57	Quarterly Reimbursement	11/15/2024 - 12/14/2024	01/13/2025
58	Quarterly Reimbursement	12/15/2024 - 01/14/2025	02/13/2025
59	Quarterly Reimbursement	01/15/2025 - 02/14/2025	03/16/2025
60	Quarterly Reimbursement	02/15/2025 - 03/14/2025	04/13/2025
61	Quarterly Reimbursement	03/15/2025 - 04/14/2025	05/14/2025
62	Quarterly Reimbursement	04/15/2025 - 05/14/2025	06/13/2025
63	Quarterly Reimbursement	05/15/2025 - 06/14/2025	07/14/2025
64	Quarterly Reimbursement	06/15/2025 - 07/14/2025	08/13/2025
65	Quarterly Reimbursement	07/15/2025 - 08/14/2025	09/13/2025
66	Quarterly Reimbursement	08/15/2025 - 09/14/2025	10/14/2025
67	Quarterly Reimbursement	09/15/2025 - 10/14/2025	11/13/2025
68	Quarterly Reimbursement	10/15/2025 - 11/14/2025	12/14/2025
69	Quarterly Reimbursement	11/15/2025 - 12/14/2025	01/13/2026
70	Quarterly Reimbursement	12/15/2025 - 01/14/2026	02/13/2026
71	Quarterly Reimbursement	01/15/2026 - 02/14/2026	03/16/2026
72	Quarterly Reimbursement	02/15/2026 - 03/14/2026	04/13/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
 - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 03/15/2020 – 03/14/2026			
Progress Report	Report Type	Report Period	Due Date
1	Progress Report	03/15/2020 - 06/14/2020	07/14/2020

E. Special Payment and Reporting Provisions:

Period 1:



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. ____ of 2025, a resolution adopting the 2025 General Facility Fee Schedule for memberships, and short-term use of Town-owned facilities and programs.

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

WHEREAS, Mike Woerner, Director of Parks and Recreation, has recommended that the fee schedule be adjusted for town pool memberships, short-term use of town-owned facilities and for the full-day camp weekly rate for the Town recreation camp, as detailed on the attached Fee Schedule; now, therefore, be it

RESOLVED that the Town Board adopts the attached 2025 General Facility Fee Schedule for permits and memberships issued by the Office of Parks & Recreation.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, December 16, 2024 11:13 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 #1590

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: 01/06/2025 ✓
Board Meeting Date: 01/20/2025 ✓
Alternate Date: 01/20/2025
Budget Number: N/A
Budget Description: adopting 2025 general fee schedule for memberships and short term use of town owned facilities
Amount: see attachments
Brief Description: adopting 2025 general fee schedule for memberships and short term use of town owned facilities
Add Supporting Docs:
[3e0c8d618331498d_Fee_Schedule_2025.pdf](#)

Additional Comments/Details: adopting 2025 general fee schedule for memberships and short term use of town owned facilities

Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Office of Parks and Recreation

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

Mike Woerner, Director

2025 General Facility Fee Schedule (Please see specific program/facility for more information)

Facility Use (see full form)				
	Per Field or Picnic Area	Mon - Thu - Resident/NFP/K-12	\$12/hour	
		Fri - Sun - Resident/NFP/K-12	\$15/hour	
		Mon - Thu - Colleges/Town Businesses	\$17/hour	
		Fri - Sun - Colleges/Town Businesses	\$20/hour	
		Lighted Field	Additional \$25/field/game	
	Historic Grooms Tavern and Locust Lane Clubhouse	Non-Profit Community Groups	No charge (mtgs only)	
		Resident/Group Special Activity	See Indoor Use Form	
		Businesses	\$50.00 per hour	
	Staff for Security, Trash Removal, Stage Rental or Miscellaneous		\$25/hour/staff, min. of 3 hours, then \$25/hour	
	Damage/Destruction		Billed Accordingly	
Alcohol Use Permit Request		\$25		
Town Pools				
	Pool Memberships	Individual	\$145	
		Couple	\$220	
		Family	\$290	
		Babysitter/Extended Family	\$50	
		Guest	\$5	
	Pool Parties Locust Lane only <i>* Must be a pool member*</i>	Mon - Thu Noon - 3:30 p.m. OR 4:00 - 7:30 p.m.	Flat fee \$60 plus \$5	
Fri - Sun Noon - 3:30 p.m. OR 4:00 - 7:30 p.m.		Flat fee \$70 plus \$5		
Town Recreation Camps				
	Half Day Camp	Daily rate	\$10	
		Weekly rate	\$140	
	Full Day Camp	Before-care 7:30 a.m. – 9:00 a.m.	\$30/week	
		After-care 4:00 p.m. – 6:00 p.m.	\$38/week	
Barney Road Golf Course				
9-Hole	Student/Senior/Veteran	\$12		
	Weekday	\$13		
	Weekend/Holiday	\$14		
18-Hole	Student/Senior/Veteran	\$17		
	Weekday	\$18		
	Weekend/Holiday	\$20		
Punch Cards	Adult	\$130		
	Student/Senior/Veteran	\$120		
Gift Card		\$25		



RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the Supervisor to sign contracts with 2025 Subcontract hires.

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

WHEREAS, Mike Woerner, Director of Parks & Recreation has requested that the Town Board authorize contracts for certain Recreation Programs; and

WHEREAS, the Town Board supports continuation of the listed Recreation Programs with the Subcontractors listed on the attached Schedule A; now therefore be it

RESOLVED, that the Town Supervisor is hereby authorized to sign contracts with 2025 Recreation Subcontractors, per the attached Schedule A.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, December 17, 2024 11:06 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Resolution Request #1594

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: 01/06/2025 ✓
Board Meeting Date: 01/20/2025 ✓
Alternate Date: 01/20/2025
Budget Number: N/A
Budget Description: Town Supervisor to sign contracts with sub-contractors
Amount: see attachments
Brief Description: Town Supervisor to sign contracts with sub-contractors
Add Supporting Docs:
[b38324538f37ab5d_Subcontractors_2025_002.pdf](#)

Additional Comments/Details: N/A
Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

Subcontractors 2025

Fitness Programs

Judy Cox
7 Locust Lane
Clifton Park, NY 12065

Northway 8 Golf

Scott Hoffman
1519 Crescent Road
Clifton Park, NY 12065

Go Kids

Emmie Doin
325 Old West Rd
Greenfield Center, NY 12833

NSCK Theatre Camp

Chris Stefani
PO Box 296
Clifton Park, NY 12065

Clifton Park Hoops Basketball

Frank Massa
55 Brookline Dr
Clifton Park, NY 12065

Zumba

Anna Rivello
8 Marlboro Drive
Clifton Park, NY 12065

Soccer

Adam Clinton
6 Abbey Court
Clifton Park, NY 12065

Archery

Greg Raynos
644 Englemore Road
Clifton Park, NY 12065

Cheerleading

Debbie Koppens
13538 Stone Pond Drive
Jacksonville, FL 32224

Follu thru Basketball

Don Juron
101 Turner Park Lane
Glenville, NY 12302

Field Hockey Lacrosse

Chad Fink
7 Azalea Court
Clifton Park, NY 12065

Youth Tennis

William MacArthur
17 Canterbury Rd
Clifton Park, NY

Cooking Classes

Gayatri Hingwala
5 Blossom Hill Ct
Rexford, NY 12148

Intro to Fly Tying

Evan Lubin
1 Angle Rd
Mechanicville, NY 12188

Kids Tennis

Lou Soltys
811 Beech Dr
Niskayuna, NY 12309

Crew

Alison Manny
801 Maritime Ave.
Alplaus NY 12008

Pickleball

Diego Lebron
477 7th Ave apt 2
Troy, NY 12182

Hoops4Kids

Yacouba Sangare
7 Cold Spring Dr
Clifton Park, NY 12065

1 Volleyball

2 Eileen LaCourse
C 1017 Parkwood Blvd
€ Schenectady, NY 12308
5



RESOLUTION

#6

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution approving the 2025 salary matrices for Summer Recreation employees.

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

WHEREAS, Mike Woerner, Director of Parks & Recreation, has requested that rates of pay be adopted for 2025 Summer Recreation Staff Matrices per Schedule A (Day Camps), Schedule B (Pool, Lifeguard & WSI), and Schedule C (Golf Course), and

WHEREAS, the Supervisor wishes to maintain pay rate increases similar across all seasonal recreation employees ; now therefore be it

RESOLVED, that the Town Board hereby adopts the 2025 Salary Matrices for Summer Recreation Employees staff per Schedules A, B and C (attached).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, January 9, 2025 8:04 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Resolution Request #1620

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: 01/21/2025 ✓
Board Meeting Date: 01/21/2025 ✓
Alternate Date: 01/21/2025
Budget Number: N/A
Budget Description: approve 2025 salary matrix
Amount: see attachments
Brief Description: approve the 2025 salary matrix
Add Supporting Docs:
[9a2f748c46eee6fa_2025_salary_matrix.pdf](#)
Additional Comments/Details: see attached matrix
Agree to Terms: Agree

[unsubscribe](#)

Schedule A

TOWN OF CLIFTON PARK
SUMMER RECREATION - 2025

DAY CAMP SALARIES AND HOURLY RATES

STEP	FULL DAY REC DIR. (per week)	FULL DAY REC SPEC & ASST DIR (per week)	1/2 DAY REC DIR. (per week)	1/2 DAY REC SPEC. (per week)	AQUATICS DIR. (per hour)	COUNSELOR (per hour)
1	\$ 1,531	\$ 758	\$ 766	\$ 379	\$ 24.75	\$ 15.50
2	\$ 1,577	\$ 781	\$ 789	\$ 391	\$ 25.25	\$ 15.50
3	\$ 1,624	\$ 804	\$ 812	\$ 402	\$ 25.75	\$ 15.75
4	\$ 1,673	\$ 828	\$ 837	\$ 414	\$ 26.25	\$ 16.00
5	\$ 1,723	\$ 853	\$ 862	\$ 427	\$ 26.75	\$ 16.25
6	\$ 1,775	\$ 879	\$ 888	\$ 440	\$ 27.25	\$ 16.50
7	\$ 1,828	\$ 905	\$ 914	\$ 453	\$ 27.75	\$ 16.75
8	\$ 1,883	\$ 932	\$ 942	\$ 466	\$ 28.25	\$ 17.00
9	\$ 1,939	\$ 960	\$ 970	\$ 480	\$ 28.75	\$ 17.25
10	\$ 1,997	\$ 989	\$ 999	\$ 495	\$ 29.25	\$ 17.50
11	\$ 2,057	\$ 1,019	\$ 1,029	\$ 510	\$ 29.75	\$ 17.75
12	\$ 2,119	\$ 1,050	\$ 1,060	\$ 525	\$ 30.25	\$ 18.00
13	\$ 2,183	\$ 1,082	\$ 1,092	\$ 541	\$ 30.75	\$ 18.25
14	\$ 2,248	\$ 1,114	\$ 1,124	\$ 557	\$ 31.25	\$ 18.50
15	\$ 2,315	\$ 1,147	\$ 1,158	\$ 574	\$ 31.75	\$ 18.75
16	\$ 2,384	\$ 1,181	\$ 1,192	\$ 591	\$ 32.25	\$ 19.00
17	\$ 2,456	\$ 1,216	\$ 1,228	\$ 608	\$ 32.75	\$ 19.25

Schedule B

TOWN OF CLIFTON PARK
SUMMER RECREATION - 2025

Pool, Lifeguard & WSI

STEP	Swim Lesson Director (per season)	Asst. Swim Lesson Dir. (per hour)	Water Safety Instructor (per hour)	Head Lifeguard (per hour)	Lifeguard (per hour)	Pool Director (per hour)	Pool Manager (per hour)
1	\$ 4,429	\$ 25.05	\$ 17.90	\$ 16.25	\$ 15.80	\$ 29.05	\$ 25.05
2	\$ 4,562	\$ 25.55	\$ 18.15	\$ 16.50	\$ 15.80	\$ 29.55	\$ 25.55
3	\$ 4,699	\$ 26.05	\$ 18.40	\$ 16.75	\$ 16.05	\$ 30.05	\$ 26.05
4	\$ 4,840	\$ 26.55	\$ 18.65	\$ 17.00	\$ 16.30	\$ 30.55	\$ 26.55
5	\$ 4,985	\$ 27.05	\$ 18.90	\$ 17.25	\$ 16.55	\$ 31.05	\$ 27.05
6	\$ 5,135	\$ 27.55	\$ 19.15	\$ 17.50	\$ 16.80	\$ 31.55	\$ 27.55
7	\$ 5,289	\$ 28.05	\$ 19.40	\$ 17.75	\$ 17.05	\$ 32.05	\$ 28.05
8	\$ 5,448	\$ 28.55	\$ 19.65	\$ 18.00	\$ 17.30	\$ 32.55	\$ 28.55
9	\$ 5,611	\$ 29.05	\$ 19.90	\$ 18.25	\$ 17.55	\$ 33.05	\$ 29.05
10	\$ 5,779	\$ 29.55	\$ 20.15	\$ 18.50	\$ 17.80	\$ 33.55	\$ 29.55
11	\$ 5,952	\$ 30.05	\$ 20.40	\$ 18.75	\$ 18.05	\$ 34.05	\$ 30.05
12	\$ 6,131	\$ 30.55	\$ 20.65	\$ 19.00	\$ 18.30	\$ 34.55	\$ 30.55
13	\$ 6,315	\$ 31.05	\$ 20.90	\$ 19.25	\$ 18.55	\$ 35.05	\$ 31.05
14	\$ 6,504	\$ 31.55	\$ 21.15	\$ 19.50	\$ 18.80	\$ 35.55	\$ 31.55
15	\$ 6,699	\$ 32.05	\$ 21.40	\$ 19.75	\$ 19.05	\$ 36.05	\$ 32.05
16	\$ 6,900	\$ 32.55	\$ 21.65	\$ 20.00	\$ 19.30	\$ 36.55	\$ 32.55
17	\$ 7,107	\$ 33.05	\$ 21.90	\$ 20.25	\$ 19.55	\$ 37.05	\$ 33.05

18) \$ 7,320

19) \$ 7,537

20)

Schedule C

TOWN OF CLIFTON PARK
SUMMER RECREATION - 2025

GOLF COURSE

<u>Step</u>	<u>Attendant</u>	<u>Supervisor</u>
1	15.50	18.10
2	15.75	18.35
3	16.00	18.60
4	16.25	18.85
5	16.50	19.10
6	16.75	19.35
7	17.00	19.60
8	17.25	19.85
9	17.50	20.10
10	17.75	20.35
11	18.00	20.60
12	18.25	20.85



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025 a resolution authorizing the Department of Buildings & Grounds to purchase two (2) Ford F-350 pickup trucks with V plows through NYS Contract.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, has requested authorization to purchase two 2025 Ford pickup trucks, and

WHEREAS, one (1) Ford F-350 Regular Cab XL with V Plow truck, at a cost of \$57,900, and one (1) F-350 with service body and v-plow truck, at a cost of \$69,120, are available from Bob Johnson Ford, Avon, NY, through the NYS Office of General Services Mini-bid #PC69260; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks & Recreation is authorized to purchase the above-referenced Ford vehicles, to be paid for by municipal lease, terms to be determined; and be it further

RESOLVED, that the Comptroller is authorized to prepare bid documents for a Capital Lease at a mutually convenient time for 2025 purchases; and be it further

RESOLVED, that the annual charge for the 2 vehicles be charged to A-7110-145 (General Fund-Buildings & Ground-Capital Lease Pay).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, December 26, 2024 12:40 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Resolution Request #1596

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 01/06/2025 ✓

Board Meeting Date: 01/21/2025 ✓

Alternate Date: 02/03/2025

Budget Number: A-7110-200

Budget Description: General Fund - Buildings & Grounds - Equipment

Amount: \$57,900

Brief Description: Purchase (1) Ford F-350 with v-plow from Bob Johnson Ford for B&G through NYS OGS mini bid. contract # PC69260

Add Supporting Docs:

[f89337b88f389eef_F-350_with_plow_specifications_for_resolution_12.24.24.pdf](#)

[8cdaaae072fb999b_F-350_with_plow_low_bid_for_resolution_12.24.24.pdf](#)

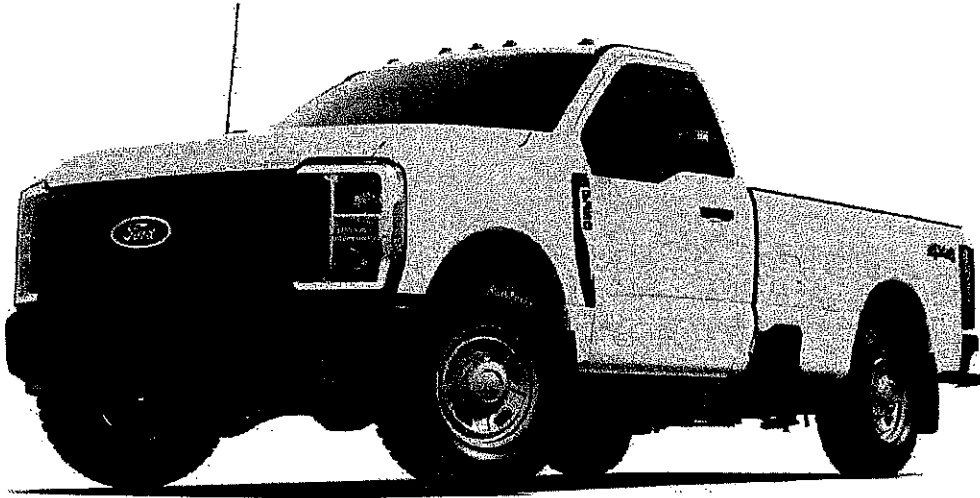
Additional Comments/Details: not sure if this will be done through a municipal lease or not this year.

Agree to Terms: Agree

[unsubscribe](#)

2025 Super Duty®
F-350® XL Edit

TOCP - BIG - F350 W/PLOW



Digitally generated image shown. Actual vehicle may vary. See dealer for details.

2025 Super Duty® F-350® XL Summary

[Get an Internet Price](#)

[Get Updates](#)

[Redacted]
Estimated^{S5}
Net Price

[Redacted]
Per Month^{S6}
For 60
Month
Finance

Get an Internet Price

Summary

Paint^{S4}

Color

Oxford White



2025 Super Duty® F-350® XL

Summary

Paint^{S4}

Oxford White	\$0
--------------	-----

Powertrain^{S4}

6.8L 2V DEVCT NA PFI V8 Gas Engine	\$0
------------------------------------	-----

4X4	\$0
-----	-----

TorqShift®-G Ten-Speed Automatic w/SelectShift® Automatic Transmission	\$0
--	-----

3.73 Electronic Locking Axle Ratio	\$0
------------------------------------	-----

~~MSRP~~
Estimated ^{SS}
Net Price

~~MSRP~~
Per Month ^{SE}
For 60
Month
Finance

Snow Plow Prep Package

\$250

Digitally generated image shown. Actual vehicle may vary. See dealer for details.



\$55,345

Estimated^{SS}

Net Price

\$987

Per Month^{SS}

For 60

Month

Finance

33" Off-Road Tire (LT285/70R17 A/T (TEX)) Tires	\$0
Trailer Tow – Manually Telescoping and Folding with Power Heated Glass	\$0
Platform Running Boards	\$320
Splash Guards/Mud Flaps Rear	\$0
Grille – Black Painted	\$0
Bumpers – Front and Rear, Black Painted	\$0
Spare Tire, Wheel, Carrier and Jack	\$0
Tough Bed® - Spray-in Bedliner	\$595
Tailgate Step	\$375
Wheel Well Liner, Front/Rear	\$325
Trailer Brake Controller	\$300
Exterior Backup Alarm	\$220
Splash Guards/Mud Flaps Front	\$130
LED Roof Marker/Clearance Lamps	\$95
410 Amp Dual Alternators (250 Amp +160 Amp)	\$0

Digitally generated image shown. Actual vehicle may vary. See dealer for details.

~~45~~
Estimated^{S5}
Net Price

~~437~~
Per Month^{S6}
For 60
Month
Finance



Interior^{S4}

Medium Dark Slate	\$0
HD Vinyl 40/20/40 Split Bench with Center Armrest, Cupholder and Storage Seats	\$0
Dual Battery	\$210
Carpet Delete	\$0
Cruise Control	\$0
Interior Work Surface	\$140
AM/FM Stereo with MP3 Player	\$0
SYNC® 4	\$0

Save Build

Fisher Engineering - eMatch Information

Selection Summary:

Truck, 2024, FORD, F350 SUPER DUTY.

The vehicle has a 4x4 drive train, Reg Cab body style, 8.0 Box foot box, 6.8L V8 engine type, 5200 minimum FGAWR, 6340 minimum RGAWR, 10400 minimum GVR, and LED Dynamic Projector headlamp type.

The blade selected is 8'6" XV2™ (Stainless Steel). The control selected is Handheld Control. The headlight type is LED.

The required ballast is 540 lbs.

COMPONENTS:

Blade Assembly:	#87200	Blade Assembly, XV2™, 8'6" Stainless Steel
Attachment:	#87000-4	Attachment, XV2 – Silver
Mount Kit:	#77102	Fisher MinuteMount® 2 Ford F-250SD–600SD (2017– —)
Headlight Harness:	#32051	PLUG-IN HARNESS KIT W/ MANUAL HI/LOW BEAM SWITCH
	#69826-3	Vehicle Harness Adapter Kit, Park/Turn Relay
Headlamp Kit:	#72525	Plow Headlight Kit, LED Headlight Kit, Complete
Handheld Control:	#85100	Fish-Stik® Hand-Held – FLEET FLEX System
Isolation Module:	#29070-1	Vehicle Isolation Module, 3-Port, DRL & Non-DRL

ACCESSORIES:

#50700	Blade Shoe Kit, Cast Iron – XLS™/XRS™/XtremeV™/XV2™
#41812-1	10" RUBBER DEFLECTOR – FOR 8'6" XV2
#26020-2	MINI BAR STROBE LIGHT

Notes Summary:

May require lower bumper or air dam notching. Ford recommends dual batteries for optimal battery performance and durability. Compatible with factory installed front bumper mounted winches.

Snowplow prep. package recommended when available. Mount kit parts list. [Click here to view.](#) Mount kit Install Instructions. [Click here to view.](#)

Resources:

- [Headlamp Reference Guide](#)
- [Plow Component Weights](#)
- [Compare Products](#)

Town of Clifton Park
Buildings & Grounds

Cover Sheet

Date: December 23, 2024

Description: (1) Ford F-350 with plow - NYS OGS mini bid results

Vendor #1: Bob Johnson Ford - \$57,900.00



Vendor #2: Friendly Ford - \$58,582.96

Vendor #3: Van Bortel Ford - \$58,755.57

Vendor #4: Maguire Motors LLC - \$59,576.50

Vendor #5: Greenwich Ford - \$59,967.48

Vendor #6: Ferrario Ford - \$61,395.80

Comments:

Decision: Bob Johnson Ford - OGS contract# PC69260 \$57,900.00

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 9/12/23

Part A: Mini-Bid and Contractor Information		
1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	TOCP-B&G F-350 W/PLOW
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part B of this form has been completed.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part C of this form has been left blank.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	BJA 1675 LLC Bob Johnson Ford
2.2	OGS Contract Number (e.g., PC12345)	PC69260
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	84-4142389
2.4	NYS Vendor ID Number (e.g., 1000012345)	110024554
3.0	Primary Contact Information	
3.1	Contact Name	Louann Cimino
3.2	Contact Email	lcimino@bobjohnsonauto.com
3.3	Contact Phone (1)	585-438-4393
3.4	Contact Phone (2)	585-748-6512
4.0	Secondary Contact Information	
4.1	Contact Name	
4.2	Contact Email	
4.3	Contact Phone (1)	
4.4	Contact Phone (2)	

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	120
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	2025
2.2	Make (e.g., Ford, Chevrolet, Dodge)	FORD
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	F350 REG CAB XL
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	F3B
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	4x4
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	THRU-WAY SPRING

3.0 Additional Information (Built to Spec)		
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
4.0 Vehicle Price Worksheet (Built to Spec)		Price
4.1	NYS Base MSRP	\$55,160.00
4.2	NYS Discount [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].	12.04
4.3	NYS Base Price [Automatically calculated: NYS Base MSRP minus NYS Discount]	\$48,520.00
4.4	NYS Aftermarket Components Price [If there are no Aftermarket Components, leave blank]	\$9,380.00
4.5	NYS Price for the Vehicle [Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]	\$57,900.00
4.6	Number of Vehicles [This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]	1
4.7	Total Price for Mini-Bid [Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]	\$57,900.00

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0 General Questions (Pre-Existing)		Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? [click on yellow box and use drop-down menu] (Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).	

1.2 Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)?
 [click on yellow box and use drop-down menu]

2.0 Additional Information (Pre-Existing)

2.1 If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".

3.0 Vehicle Price Worksheet (Pre-Existing)

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium
001						
002						
003						
004						
005						
006						
007						
008						
009						
010						
011						
012						
013						
014						
015						



Prepared by: LUCILLE CIMINO
12/24/2024

Bob Johnson Ford | 1675 Interstate Drive Avon New York | 14414

2025 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 520

Major Equipment

(Based on selected options, shown at right)
TorqShift 10-speed automatic

- * Running boards
- * Class V tow rating
- * Front tires LT load rating: E
- * Lock-up transmission
- * Alternator Amps: 250A
- * All-speed ABS and driveline traction control
- * Battery rating: 750CCA
- * Battery run down protection
- * Fuel tank capacity: 34.00 gal.
- * Bluetooth wireless audio streaming
- * AM/FM stereo radio
- * Seek scan
- * Vehicle body length: 231.8"
- * Cab to axle: 56.1"
- * Tire/wheel capacity rear: 7,180 lbs.
- * Spring rating front: 5,950 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * Light tinted windows

Exterior: Oxford White
Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

- * 18 x 8-inch front and rear argent steel wheels
- * LT275/70RS18 AT BSW front and rear tires
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Driver selectable rear locking differential
- * Dual lead acid battery
- * Injection Type: sequential MPI
- * Steering wheel mounted audio controls
- * 8 inch primary display
- * AM/FM
- * SYNC 4 external memory control
- * Wheelbase: 142.0"
- * Axle capacity rear: 7,280 lbs.
- * Axle capacity front: 6,000 lbs.
- * Firm ride suspension
- * Power door mirrors
- * Manual folding door mirrors
- * Daytime running lights
- * Variable intermittent front windshield wipers

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	\$49,395.00
Order Code 610A	N/C
Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
Transmission: TorqShift-G 10-Speed Automatic	Included
Wheels: 18" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
142" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player	Included
Fleet Customer Powertrain Limited Warranty	N/C
50-State Emissions System	STD
SYNC 4	Included
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Oxford White	N/C
Tires: LT275/70Rx18E BSW A/T (4)	\$265.00
GVWR: 11,400 lb Payload Package	Included
Platform Running Boards	\$320.00
Snow Plow Prep Package	\$250.00
Trailer Brake Controller	\$300.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: LUCILLE CIMNO
12/24/2024

Bob Johnson Ford | 1675 Interstate Drive Avon New York | 14414

2025 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 520

Major Equipment

- * Manual climate control
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- * 40-20-40 split-bench front seat
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Front seat center armrest
- * Manual reclining driver seat
- * Manual reclining passenger seat
- * Vinyl front seat upholstery
- * Manual driver seat lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill Start Assist
- * Driver front impact airbag
- * Cancellable front passenger air bag
- * 6 airbags
- * SecurILock immobilizer
- * Driver seat with 4-way directional controls
- * Height adjustable front seat head restraints
- * Split-bench front seat
- * Front seat armrest storage
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * 4-wheel disc brakes
- * Brake assist system

As Configured Vehicle

Interior Work Surface	MSRP
LED Roof Clearance Lights	\$140.00
Front & Rear Wheel Well Liners (Pre-Installed)	\$95.00
Front Splash Guards/Mud Flaps (Pre-Installed)	\$325.00
Rear Splash Guards/Mud Flaps (Pre-Installed)	\$130.00
410 Amp Dual Alternators	N/C
Dual AGM 68 AH Battery	\$115.00
Exterior Backup Alarm (Pre-Installed)	\$210.00
Tailgate Step & Handle	\$220.00
Tough Bed Spray-In Bedliner	\$375.00
Electronic-Locking w/3.73 Axle Ratio	\$595.00

SUBTOTAL	\$53,165.00
Destination Charge	\$1,995.00

TOTAL \$55,160.00

MB TOCP-B&G-F-350 W/PLOW

City N/A
Hwy N/A



BID PRICE: 57,900.00

- **BID PRICE INCLUDES AFTERMARKET INSTALLED BY THRUWAY SPRING (ATTACHED)**
- **DELIVERY**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Thru-Way Spring



1609 Mt. Read Blvd.
 Rochester, NY 14606
 585-254-6100 (ph)
 585-254-4022 (fax)

Quotation
12/24/2024

TO: Town of Clifton Park
F350 with Plow

SPECIFICATIONS	QTY	UNIT PRICE	AMOUNT
8'6" Fisher Extreme Vee Two Stainless Steel Plow Installed (XV2 Series) Cutting Edge and Handheld Control Standard Wear Shoes NOT Included Two Year Parts and Labor Warranty Edge View LED Plow Light Kit Installed Part Number 72525 is a Stock Item Includes Deduction of 72530 Halogen Plow Light Kit Listed Above 8'6" Rubber Deflector Installed Part Number 41812 is a Stock Item Standard Wear Shoe Kit Installed Part Number 50700 is a Stock Item	1	\$8,875.00	\$8,875.00
Cab Rooftop Light Installed LED Amber Mini Bar Installed Clear Lens, Amber Flash Permanent Mounted to Cab Roof Wired to Factory Upfitter Switch or Dash Toggle	1	\$505.00	\$505.00
		SUBTOTAL	\$9,380.00
Special Instructions: _____ _____ _____		Shipping/Handling	
		TAXABLE SUB	\$9,380.00

Thru-Way Spring



1609 Mt. Read Blvd.
Rochester, NY 14606
585-254-6100 (ph)
585-254-4022 (fax)

Quotation
12/24/2024

TO: Town of Clifton Park
F350 with Plow

Quote Sent By: <u>Frank Buscemi</u>	State Sales Tax	
	TOTAL QUOTATION	\$9,380.00

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, December 26, 2024 12:45 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 #1597

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 01/06/2025 ✓

Board Meeting Date: 01/21/2025 ✓

Alternate Date: 02/03/2025

Budget Number: A-7110-200

Budget Description: General Fund-Buildings & Grounds-Equipment

Amount: \$69,120

Brief Description: Purchase (1) Ford F-350 with service body and v-plow for use in B&G from Bob Johnson Ford through NYS OGS mini bid. contract # PC69260

Add Supporting Docs:

[f3f0aa956a98fa9e_F-350_with_sevice_body_and_plow_specifications_for_resolution_12.24.24.pdf](#)

[84a59e8ee4b6aec5_F-350_with_sevice_body_and_plow_low_bid_for_resolution_12.24.24.pdf](#)

Additional Comments/Details: not sure if this will be purchased with a municipal lease or not this year

Agree to Terms: Agree

[unsubscribe](#)

2025 Chassis Cab
F-350® XL [Edit](#)

**TOCP - BIG - F350 WITH SERVICE BODY
AND PLOW**



[details.](#)

Computer generated image shown. Selected vehicle options and packages not shown. See dealer for details.

2025 Chassis Cab F-350® XL

Summary

[Get an Internet Price](#)

[Get Updates](#)

w/READING CLASSIC II
STEEL SERVICE BODY

Estimated^{S5}
Net Price

Per Month^{S6}
For 60
Month
Finance

Get an Internet Price

Summary

Paint^{S4}

Color

Oxford White



2025 Chassis Cab F-350® XL

Summary

Paint^{S4}

Oxford White	\$0
--------------	-----

Powertrains^{S4}

7.3L 2V DEVCT NA PFI V8 Gas Engine	\$0
------------------------------------	-----

4X4	\$0
-----	-----


Ten-Speed 10R140 with Neutral Idle Automatic Transmission with Selectable Drive Modes	\$0
---	-----


4.30 Electronic Locking Axle	\$0
------------------------------	-----

Packages^{S4}

Power Equipment Group	\$0
-----------------------	-----


Snow Plow Prep Package	\$250
------------------------	-------



Estimated^{SS}
Net Price


Per Month^{SS}
For 60
Month
Finance

LT275/70Rx18E BSW A/T Plus, 4X4 Tires	\$265
Manually Telescoping/Folding Trailer Tow With Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$0
Platform Running Boards	\$320
Transmission Power Take-Off Provision	\$0
40 Gallon Aft Axle	\$0
350 Amp Dual Alternator	\$0
Daytime Running Lamps	\$0
Lamps – Roof Marker/Clearance – LED	\$0
Spare Tire and Wheel Delete	\$0
Exterior Backup Alarm	\$220
Dual Battery	\$210
Front - Wheel Well Liner	\$180
Skid Plates – Transfer Case (4X4 only)	\$100
Splash Guards/Mud Flaps – Front only	\$75

Computer generated image shown. Selected vehicle options and packages not shown. See dealer for details.


Estimated⁵⁵
Net Price


Per Month⁵⁶
For 60
Month
Finance

and Storage; Manual Lumbar Seats

Air Conditioning – Single-Zone, Manual \$0

Carpet Delete \$0

Individual Tire Pressure Monitoring System (TPMS) \$0

Cruise Control \$0

SecuriLock® Passive Anti-Theft System \$0

Vehicle Integration System 2.0 \$0

Overhead Console with 6 Upfitter Switches \$0

Trailer Brake Controller \$300

Interior Work Surface \$140

AM/FM Stereo MP3 player \$0

8" LCD Capacitive Touchscreen with Swipe Capability \$0

FordPass™ Connect 5G Wi-Fi Modem \$0

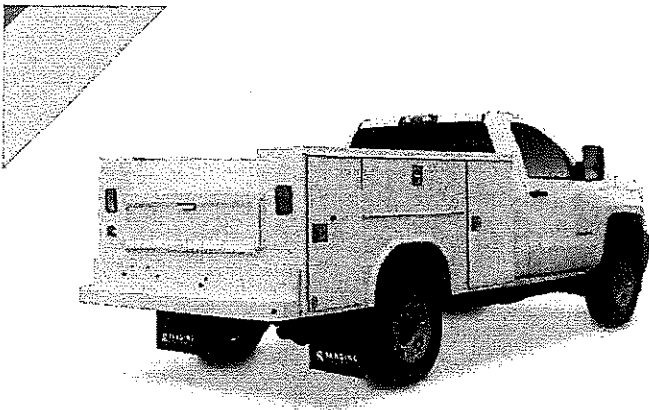
SYNC® 4 \$0

Save Build

Pricing Summary

Base MSRP⁵¹

\$53,665

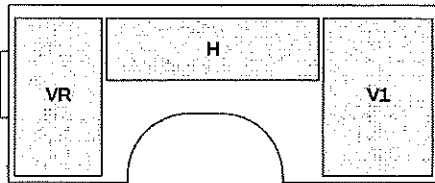


98" SERVICE BODY

- The 98" service body is designed to fit on long bed pickups (56" CA) with single rear wheels.
- This body is compatible with Factory Box Delete chassis and Aftermarket Box Removal (AMBR).
- Available for single-wheel (SW) chassis only.
- Available in: **SL SERIES** **CLASSIC II STEEL** **CLASSIC II ALUMINUM**

FOR 56" CA LONG BED PICKUP

STANDARD 40" BODY



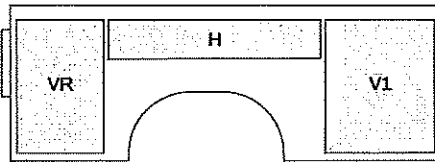
CURBSIDE VIEW

COMPARTMENT SIZES (SW/DW)

V1	28" W x 40" H	13 ⁹ / ₂₀ " D
H	47" W x 18.50" H	13 ⁹ / ₂₀ " D
VR	23" W x 40" H	13 ⁹ / ₂₀ " D

LENGTH 98	HEIGHT 40	WIDTH 77.5 / 91.5
TYP. WEIGHT	STEEL 999/1,114	ALUMINUM 607/691

LOW PROFILE BODY



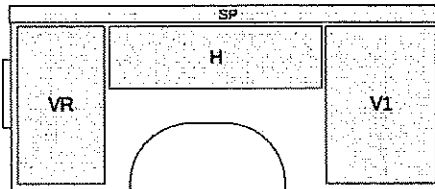
CURBSIDE VIEW

COMPARTMENT SIZES (SW/DW)

V1	28" W x 35" H	13 ⁹ / ₂₀ " D
H	47" W x 13.50" H	13 ⁹ / ₂₀ " D
VR	23" W x 35" H	13 ⁹ / ₂₀ " D

LENGTH 98	HEIGHT 35	WIDTH 77.5 / 91.5
TYP. WEIGHT	STEEL 996/1,114	ALUMINUM 607/691

40" BODY WITH SPACEMAKER TOP



CURBSIDE VIEW

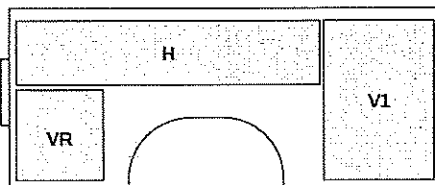
COMPARTMENT SIZES (SW/DW)

V1	28" W x 37" H	13 ⁹ / ₂₀ " D
H	47" W x 13.50" H	13 ⁹ / ₂₀ " D
VR	23" W x 37" H	13 ⁹ / ₂₀ " D
SP	88" W x 4.5" H	9.6"/14.5" D

LENGTH 98	HEIGHT 40	WIDTH 77.5 / 91.5
TYP. WEIGHT	STEEL 1,182/1,336	ALUMINUM 657/741

Spacemaker top-opening compartment provides 15% more storage space. Lid is offered in your choice of steel (powder coated) or bright aluminum finish.

B-COMPARTMENT LAYOUT



CURBSIDE VIEW

COMPARTMENT SIZES (SW/DW)

V1	28" W x 40" H	13 ⁹ / ₂₀ " D
H	70" W x 18.50" H	13 ⁹ / ₂₀ " D
VR	23" W x 21.50" H	13 ⁹ / ₂₀ " D

LENGTH 98	HEIGHT 40	WIDTH 77.5 / 91.5
TYP. WEIGHT	STEEL 1,046/1,164	ALUMINUM 600/672

Reading Truck offers B-compartment layout with an extended horizontal compartment for storing longer items.

PLUS - REMOVABLE SIDE-MOUNT LADDER RACK

Fisher Engineering - eMatch Information

Selection Summary:

Truck, 2024, FORD, F350 SUPER DUTY.

The vehicle has a 4x4 drive train, Reg Cab body style, chassis cab, 10000 minimum GVR, and LED Dynamic Projector headlamp type.

The blade selected is 8'6" XV2™ (Stainless Steel). The control selected is Handheld Control. The headlight type is LED.

Please complete the ballast calculator form to calculate the correct ballast for your vehicle.

COMPONENTS:

Blade Assembly:	#87200	Blade Assembly, XV2™, 8'6" Stainless Steel
Attachment:	#87000-4	Attachment, XV2 – Silver
Mount Kit:	#77102	Fisher MinuteMount® 2 Ford F-250SD–600SD (2017– —)
Headlight Harness:	#32051	PLUG-IN HARNESS KIT W/ MANUAL HI/LOW BEAM SWITCH
	#69826-3	Vehicle Harness Adapter Kit, Park/Turn Relay
Headlamp Kit:	#72525	Plow Headlight Kit, LED Headlight Kit, Complete
Handheld Control:	#85100	Fish-Stik® Hand-Held – FLEET FLEX System
Isolation Module:	#29070-1	Vehicle Isolation Module, 3-Port, DRL & Non-DRL

ACCESSORIES:

#50700	Blade Shoe Kit, Cast Iron – XLS™/XRS™/XtremeV™/XV2™
# 41912-1	10" RUBBER DEFLECTOR - FOR 8'6" XV2
# 26020-2	MINI BAR STROBE LIGHT

Notes Summary:

May require lower bumper or air dam notching. Ford recommends dual batteries for optimal battery performance and durability. Compatible with factory installed front bumper mounted winches.

Snowplow prep. package recommended when available. Mount kit parts list. [Click here to view.](#) Mount kit Install Instructions. [Click here to view.](#)

Resources:

- [Headlamp Reference Guide](#)
- [Plow Component Weights](#)
- [Compare Products](#)

Town of Clifton Park
Buildings & Grounds

Cover Sheet

Date: December 23, 2024

Description: (1) Ford F-350 with service body and plow

NYS OGS mini-bid results

Vendor #1: Bob Johnson Ford - \$69,120.00

Vendor #2: Ferrario Ford - \$73,461.00

Vendor #3 Greenwich Ford - \$73,732.20

Vendor #4:

Vendor #5:

Vendor #6:

Comments:

Decision: Bob Johnson Ford - \$69,120.00

Group 40500-23166, VEHICLES, Class 1-8

Form B (Chassis/Body): *Mini-Bid Response* (Item 1)

Revision Date: 10/11/23

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

Contractor: **BJA 1675 LLC dba Bob Johnson Ford**

Part A: Mini-Bid Information

1.0 Mini-Bid Questions	Contractor Response
1.0 Mini-Bid Reference Number from Form A (Chassis/Body Combination): <i>Mini-Bid Request</i> (e.g. 15060001)	TOCP-B&G F350 with service body and plow
1.1 Item Number for this Mini-Bid	Item 1
1.2 Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	
2.0 Vehicle Questions	
2.1 What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response? <i>[click on yellow box and use drop-down menu]</i> <i>(Note: Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.)</i>	Complete Vehicle (Contractor will provide a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function)
2.2 Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination? <i>[click on yellow box and use drop-down menu]</i>	Built to Specifications
2.3 Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified? <i>[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]</i>	Yes
2.4 Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]</i>	No
2.5 Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	150+
2.6 Enter the Final Order Date for the Vehicles offered for the Mini-Bid (Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).	TBA

Part B: Vehicle(s) Offered for Mini-Bid

[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]

1.0 Chassis Information	Contractor Response
1.1 Chassis Model Year	2025
1.2 Chassis Make (e.g., Ford, International, Freightliner)	FORD
1.3 Chassis Model (e.g., F450, DuraStar, M2-106)	F350 REG CAB XL
1.4 Chassis Model Code (the OEM code used to identify a particular subset of a Model)	F3B
1.5 Chassis provider business name (i.e., Contractor or third-party).	
1.6 Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	THRU-WAY SPRING
2.0 Body Information	

2.1	Body Model Year	2025
2.2	Body Make (e.g., Viking, Galion)	READING
2.3	Body Model (e.g., Proline, 450U)	CLASSIC SERIES II SERVICE BODY
2.4	Body Model Code (the OEM code used to identify a particular subset of a Model)	
2.5	Body provider business name (i.e., Contractor or third-party).	
2.6	Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	THRU-WAY SPRING

Part C: Additional Information

1.0	<p>If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid/Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".</p> <p>SPEC CALLED FOR F350 CHASSIS SRW, HOWEVER BODY WILL ONLY FIT F350 4X4 REG CAB WITH PICK UP BOX DELETE</p>
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Part D: Vehicle Request Price Worksheets

Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:

Complete Vehicle: If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.

Chassis Only: If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."

Body Only: If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."

1.0	Chassis Price Worksheet	Price
1.1	NYS Base MSRP (Chassis)	\$53,950.00
1.2	NYS Discount (Chassis) [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].	11.43
1.3	NYS Base Price (Chassis) [Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].	\$47,781.00
1.4	NYS Aftermarket Components Price (Chassis) [If there are no Aftermarket Components, leave blank]	
1.5	NYS Price For Vehicle (Chassis) [Automatically calculated: NYS Base Price (Chassis) plus the NYS Aftermarket Components Price (Chassis)].	\$47,781.00
1.6	Number of Vehicles (Chassis) [This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]	1
1.7	Total Price For Mini-Bid (Chassis) [Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].	\$47,781.00

2.0	Body Price Worksheet	Price
2.1	NYS Base Price (Body)	\$21,339.00
2.2	NYS Aftermarket Components Price (Body) [If there are no Aftermarket Components, leave blank]	\$0.00
2.3	NYS Price For Vehicle (Body) [Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].	\$21,339.00
2.4	Number of Vehicles (Body) [This quantity must match the Number of Bodies specified by the Authorized User in the Mini-Bid Request]	1
2.5	Total Price For Mini-Bid (Bodies) [Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].	\$21,339.00

3.0	Grand Total Price For Mini-Bid for Item	Price
-----	---	-------

<p>Grand Total Price For Mini-Bid for Item <i>[Automatically calculated as the sum of the following]:</i> 1) Total Price for Mini-Bid (Chassis), if applicable; and 2) Total Price for Mini-Bid (Bodies), if applicable</p>	<p>\$69,120.00</p>
--	---------------------------



Prepared by: LUCILLE CIMINO

12/24/2024

2025 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 520

Bob Johnson Ford | 1675 Interstate Drive Avon New York | 14414

Major Equipment

(Based on selected options, shown at right)

TorqShift 10-speed automatic

Exterior: Oxford White
Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

As Configured Vehicle

MSRP

* Running boards	* 18 X 8-inch front and rear argent steel wheels	STANDARD VEHICLE PRICE	\$49,395.00
* Class V tow rating	* LT275/70RS18 AT BSW front and rear tires	Order Code 610A	N/C
* Front tires LT load rating: E	* Overdrive transmission	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
* Lock-up transmission	* Transmission electronic control	Transmission: TorqShift-G 10-Speed Automatic	Included
* Alternator Amps: 250A	* Stainless steel single exhaust	Wheels: 18" Argent Painted Steel	Included
* All-speed ABS and driveline traction control	* Driver selectable rear locking differential	HD Vinyl 40/20/40 Split Bench Seat	Included
* Battery rating: 750CCA	* Dual lead acid battery	142" Wheelbase	STD
* Fuel tank capacity: 34.00 gal.	* Injection Type: sequential MPI	Monotone Paint Application	STD
* Bluetooth wireless audio streaming	* Steering wheel mounted audio controls	Radio: AM/FM Stereo w/MP3 Player	Included
* AM/FM stereo radio	* 8 inch primary display	Fleet Customer Powertrain Limited Warranty	N/C
* Seek scan	* AM/FM	50-State Emissions System	STD
* Vehicle body length: 231.8"	* SYNC 4 external memory control	SYNC 4	Included
* Cab to axle: 56.1"	* Wheelbase: 142.0"	Oxford White	N/C
* Tire/wheel capacity rear: 7,180 lbs.	* Axle capacity rear: 7,280 lbs.	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat/N/C	
* Spring rating front: 5,950 lbs.	* Axle capacity front: 6,000 lbs.	Tires: LT275/70RX18E BSW A/T (4)	\$265.00
* Trip computer	* Firm ride suspension	GVWR: 11,400 lb Payload Package	Included
* Heated driver and passenger side door mirrors	* Power door mirrors	Electronic-Locking w/3.73 Axle Ratio	\$430.00
* DRL preference setting	* Manual folding door mirrors	Platform Running Boards	\$320.00
* Light tinted windows	* Daytime running lights	Snow Plow Prep Package	\$250.00
	* Variable Intermittent front windshield wipers		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: LUCILLE CIMINO
12/24/2024

Bob Johnson Ford | 1675 Interstate Drive Avon New York | 14414

2025 F-350 4X4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 520

Major Equipment

- * Manual climate control
- * Seat mounted side Impact driver airbag
- * Seat mounted side Impact front passenger airbag
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- * 40-20-40 split-bench front seat
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Front seat center armrest
- * Manual reclining driver seat
- * Manual reclining passenger seat
- * Vinyl front seat upholstery
- * Manual driver seat lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill Start Assist
- * Driver front Impact airbag
- * Cancellable front passenger air bag
- * 6 airbags
- * SecurLock immobilizer
- * Driver seat with 4-way directional controls
- * Height adjustable front seat head restraints
- * Split-bench front seat
- * Front seat armrest storage
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * 4-wheel disc brakes
- * Brake assist system

As Configured Vehicle

	MSRP
Trailer Brake Controller	\$300.00
Interior Work Surface	\$140.00
Front Wheel Well Liners (Pre-Installed)	\$180.00
Front Splash Guards/Mud Flaps (Pre-Installed)	\$130.00
Rear Splash Guards/Mud Flaps (Pre-Installed)	N/C
410 Amp Dual Alternators	\$115.00
Dual AGM 68 AH Battery	\$210.00
Exterior Backup Alarm (Pre-Installed)	\$220.00

SUBTOTAL	\$51,955.00
Destination Charge	\$1,995.00
TOTAL	\$53,950.00

Fuel Economy

MB TOCP-B&G F350 W/SERVICE BODY, PLOW
 BID PRICE: \$69,120.00

City
N/A



Hwy
N/A

- BID PRICE INCLUDES AFTERMARKET INSTALLED BY THRUWAY SPRING (ATTACHED)
- DELIVERY

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Thru-Way Spring



1609 Mt. Read Blvd.
 Rochester, NY 14606
 585-254-6100 (ph)
 585-254-4022 (fax)

Quotation
12/24/2024

TO: Town of Clifton Park
F350 with Plow

SPECIFICATIONS	QTY	UNIT PRICE	AMOUNT
8'6" Fisher Extreme Vee Two Stainless Steel Plow Installed (XV2 Series) Cutting Edge and Handheld Control Standard Wear Shoes NOT included Two Year Parts and Labor Warranty Edge View LED Plow Light Kit Installed Part Number 72525 is a Stock Item Includes Deduction of 72530 Halogen Plow Light Kit Listed Above 8'6" Rubber Deflector Installed Part Number 41812 is a Stock Item Standard Wear Shoe Kit Installed Part Number 50700 is a Stock Item	1	\$8,875.00	\$8,875.00
Cab Rooftop Light Installed LED Amber Mini Bar Installed Clear Lens, Amber Flash Permanent Mounted to Cab Roof Wired to Factory Upfitter Switch or Dash Toggle	1	\$505.00	\$505.00
Reading 8' SRW Classic II Series Service Body Fits 56" CA, Single Rear Wheel, Pick Up Box Delete 98" Overall Length x 77.5" Overall Width A60 Steel Construction Throughout Standard Package, "A" Configuration 40" Tall Compartments x 14.5" Deep Compartments 48.5" Inside Floor Width Stainless Steel Rotary Paddle Latches Patented Hidden Hinges Nitrogen Gas Strut Door Retainers 12ga Treadplate Floor Standard Reading Tailgate Standard Shelf and Tray Package Exterior LED Light Kit Standard Powder Coated Inside and Outside Reading White Powder Coated Steel Bumper with LED Lights as Needed Per FMVSS Light Adapter Included Vehicle Specific Installation Kit Included, If Needed	1	\$11,959.00	\$11,959.00

Thru-Way Spring



1609 Mt. Read Blvd.
 Rochester, NY 14606
 585-254-6100 (ph)
 585-254-4022 (fax)

Quotation
12/24/2024

TO: Town of Clifton Park
F350 with Plow

<p>Standard Installation Includes:</p> <ul style="list-style-type: none"> Rear Poly Mudflaps Installed Fuel Fills as Needed Conspicuity Tape Across Rear Only Installation of OEM Supplied Back Up Camera Retain Factory Hitch and Install 7 Way Plug <p>Additional Features Included in Above Body:</p> <ul style="list-style-type: none"> Spacemaker Steel Top Opening Lids on Both Curbside & Roadside (Powder Coated White) Side Angular Mounted Ladder Rack Installed (Powder Coated White) 			
---	--	--	--

Special Instructions: _____

Quote Sent By: Frank Buscemi

SUBTOTAL	\$21,339.00
Shipping/Handling	
TAXABLE SUB	\$21,339.00
State Sales Tax	
TOTAL QUOTATION	\$21,339.00



RESOLUTION

#8

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the purchase of a new Toro Groundsmaster 4000-D mower for the Buildings & Grounds Department.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, has requested authorization to purchase a new mower, and

WHEREAS, Grassland Equipment & Irrigation Corporation, Troy Schenectady Road, Latham, NY, as an authorized Toro Dealer, has the mower per the attached quote, at a total cost not to exceed \$93,126 for purchase under New York State Contract #PC69682, and

WHEREAS, Mr. Clemens has recommended the equipment be purchased from Grassland Equipment & Irrigation pursuant to the New York State Contract identified above; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks & Recreation to purchase the lawn mowing equipment from Grassland Equipment & Irrigation Corp., in a total amount not to exceed \$93,126, to be paid from a municipal lease, terms to be determined, with the annual lease payments to be paid from A-7110-145 (General Fund-Buildings & Grounds-Capital Lease Payments); and be it further

RESOLVED, that the Comptroller is authorized to prepare bid documents for a Capital Lease at a mutually convenient time for 2025 purchases.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, December 26, 2024 12:50 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Resolution Request #1598

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

Department: Buildings & Grounds
Your Name: Daniel Clemens
Your Email: dclemens@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 01/06/2025 ✓
Board Meeting Date: 01/21/2025 ✓
Alternate Date: 02/03/2025
Budget Number: A-7112-200
Budget Description: General Fund-Clifton Common-Equipment
Amount: \$93,126
Brief Description: purchase (1) Toro Groundsmaster 4000-D from Grassland

NYS Contract: PC69682

Add Supporting Docs:

[61d224d5925537a0 Toro Groundsmaster 4000-D quote 12.4.24 - 2025 budget.pdf](#)

Additional Comments/Details: not sure if this will be purchased with a municipal lease or not this year

Agree to Terms: Agree

[unsubscribe](#)



4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740



QMS Quote #	Q173108
Date:	4-Dec-24
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	Varies by Product
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: Town of Clifton Park Parks Department
Address:
City State Zip Clifton Park, NY
Attn: Dan Clemens
Phone: 518-281-5065
Email Contact: dclemens@cliftonpark.org

Salesman	Brett Belden
Cell Phone	518-857-9870
Email	bbelden@grasslandcorp.com

Group 40625 Heavy Equipment. Award PGB-22792, NYS Contract: PC69682 Now to April 30, 2025

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Qty	Model Number	Description	2024 Sugg. Retail Price	Contract Price	Extension
1	30609	Groundsmaster 4000-D (T4)	\$114,121.00	\$89,014.38	\$89,014.38
1	31522	4WD Flow Divider Kit	\$679.00	\$529.62	\$529.62



1 101-SETUP Commercial Set Up \$ 3,581.76 \$ 3,581.76 \$3,581.76

NOTES		TOTALS	
Delivery Contact Name		Equipment Total @ MSRP	\$114,800.00
Delivery Contact Phone Number		Discount	(\$25,256.00)
Due to the global supply chain, manufacturing lead times may be substantially longer than normal, exceeding 90 Days. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted price if a signed quote and or a purchase order is returned within 30 days.		Total Equipment	\$89,544.00
		Toro Protection Plus	\$ -
		Trade Ins	\$ -
		Set Up	\$ 3,581.76
		Total	\$93,125.76
Customer Acceptance	Date:	\$93,125.76	



RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. 1 of 2025, a resolution accepting the bid for town buildings cleaning and maintenance and to authorize the town to enter into an agreement with WJS Ultimate Cleaning & Floors for said services.

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

WHEREAS, bids for the cleaning contract for Town Hall and other town-owned facilities were solicited and opened on November 26, 2024, and

WHEREAS, WJS Ultimate Cleaning and Floors, LLC, 323 Linden Street, Schenectady, New York, submitted the low bid in an amount not to exceed \$68,000 for cleanings, per the attached bid documents, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, recommends that WJS Ultimate Cleaning & Floors be hired as cleaners for town-owned buildings; now, therefore, be it

RESOLVED, that WJS Ultimate Cleaning and Floors is awarded the bid to provide janitorial services for town-owned buildings, per the attached breakdown by building, in a total amount not to exceed \$68,000, for cleanings beginning February 1, 2025 through January 31, 2028, to be paid as follows:

	<u>Annual Amt</u>	<u>2025 Charge</u>	<u>Account Code</u>
Town Hall	\$ 17,027.00	\$15,608	A-01620-00023
Public Safety Bldg.	\$ 9,824.00	\$ 9,005	A-01621-00023
Sewer Dept.	\$ 3,929.00	\$ 3,602	G7-08111-00023
Buildings & Grounds	\$ 5,894.00	\$ 5,403	A-07110-00023
Grooms Tavern	\$ 1,965.00	\$ 1,802	A-01627-00023
Highway Dept.	\$ 6,877.00	\$ 6,304	A-05010-00023
Sheriff's Dept.	\$ 872.00	\$ 799	A-01622-00023
Locust Lane Clubhouse	\$ 5,894.00	\$ 5,305	A-01625-00023
Locust Lane Maint. Bldg	\$ 655.00	\$ 600	A-07110-00023
Senior Community Center	\$ 13,098.00	\$ 12,007	A-01624-00023
Transfer Station	\$ <u>1,965.00</u>	\$ <u>1,802</u>	A-08160-00023
 TOTAL	 \$ 68,000.00	 \$ 62,235.00	

and be it further

RESOLVED, that the Supervisor is authorized to sign the attached contract for cleaning services for the Town-owned facilities, as listed, and be it further

RESOLVED, that the contract may be extended upon mutual consent of the parties involved.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, December 27, 2024 8:14 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 #1600

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 01/06/2025 ✓

Board Meeting Date: 01/21/2025 ✓

Alternate Date: 02/03/2025

Budget Number: see schedule A

Budget Description: see schedule A

Amount: 68,000

Brief Description: Award a (3) year contract with option to extend (1) year for cleaning of town buildings to WJS Ultimate Industrial Cleaning & Floors based on sealed bid results from November 26th opening

Add Supporting Docs:

[a29c18be91311510_Cleaning_bid_packet_2024.pdf](#)

[ec24dd24c049bed5_Cleaning_bid_results_-_WJS_2024.pdf](#)

[4bcb53a383e9d000_Cleaning_Bid_2024_schedule_A.pdf](#)

Additional Comments/Details: contract to begin Feb 1, 2025

Agree to Terms: Agree

[unsubscribe](#)

NOTICE TO BID

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

CLEANING OF TOWN BUILDINGS

The Town of Clifton Park, through the Buildings & Grounds Department, is seeking sealed bids from qualified entities for the cleaning of Town buildings located throughout the Town. Sealed bids labeled "Building Cleaning Services" should be addressed or dropped off to Clifton Park Town Clerk, One Town Hall Plaza, Clifton Park, NY 12065, no later than 2:00 P.M. on Tuesday, November 26, 2024, at which time they will be publicly opened and read. Bid Specs are available at [cliftonpark.org-departments-town clerk's office](http://cliftonpark.org-departments-town-clerk's-office)-Bids or by emailing Town Clerk Teresa Brobston at tbrobston@cliftonpark.org. or available for pick-up in the Town Clerk's Office. If necessary, addendums will be posted on the Town website, same location. For an appointment for a site visit please contact Regan Tromblee at rtromblee@cliftonpark.org, 518-371-6651 ext. 251.

Teresa Brobston
Clifton Park Town Clerk



Town of Clifton Park

Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department, seeks sealed bids from qualified entities for building cleaning services located throughout the Town of Clifton Park, NY, 12065.

The agreement shall be for **Three (3)** years. The term is from February 1, 2025, through January 31, 2028, with the option to extend (1) year upon mutual agreement.

Scope of work is as follows but not limited to:

Cleaning specifications listed on separate sheets.

Bid documents are available at cliftonpark.org – departments – town clerk's office – bulletin Board or by emailing Town Clerk Teresa Brobston at tbrobston@cliftonpark.org or available for pick-up in the Town Clerk's Office. If necessary, Addendums will be posted on the Town website, same location.

Please use attached bid form

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY, 12065, by 2:00 PM on Tuesday November 26, 2024, at which time bids will be opened. Please identify your bid as "building cleaning services".

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

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

The Town of Clifton Park reserves the right to require a performance bond of 5% of the bid price. This bid document is available at www.cliftonpark.org under the government tab. Select request for bid & proposals from drop down menu.

For an appointment to do a site visit please contact Regan Tromblee at rtromblee@cliftonpark.org 518-371-6651 ext. 251.

Cleaning Specifications

Town of Clifton Park

Town Hall 1 Town Hall Plaza

Janitorial services to be performed **5 days per week** to the following specifications:

Entrance and Reception Areas:

Daily:

- Remove trash to designated area and replace liners
- Sweep thresholds

Weekly:

- Sweep stairwell and dust banister
- Mop floor and thresholds
- Vacuum carpets (including area carpets)
- Clean glass doors and panels

Office Areas:

Daily:

- Remove trash to designated area and replace liners

Weekly:

- Vacuum carpets

Meeting Rooms:

Daily:

- Remove trash to designated area and replace liners

Weekly:

- Vacuum carpets
- Polish table tops

Kitchen & Lunch Area:

Daily:

- Remove trash to designated area and replace liners
- Wipe down counters & sink

Weekly:

- Sweep/vacuum
- Mop floor
- Polish table

Restrooms:

Daily:

- Check all paper products and soap. Replenish as needed.
- Sanitize toilets, sinks and privacy panels
- Remove trash to designated area and replace liners
- Mop floors

Weekly:

- Wipe down baseboards

Water Fountains:

Daily:

- Clean sink, handle and push button
-

Buildings & Grounds

2 Town Hall Plaza

Janitorial services to be performed **2 days per week** to the following specifications:

Entrance/Breakroom Area:

- Remove trash to designated area and replace liners
- Wipe down table and countertop
- Mop floor
- Vacuum entrance area carpets

Office Area:

- Remove trash to designated area and replace liners
- Dust furniture, office equipment, desktops
- Mop floor

Restrooms:

- Check all paper products and soap. Replenish as needed.
- Sanitize toilets, sinks and privacy panels
- Remove trash to designated area and replace liners
- Mop floors

Water Fountain:

- Clean, sink, handle, push button

**Highway Dept
639 Clifton Park Center Rd**

Janitorial services to be performed **2 days per week** to the following specifications:

Entrance Area:

- Sweep stairwell
- Mop floor
- Vacuum entrance area carpets

Office Area:

- Remove trash to designated area and replace liners
- Dust furniture, office equipment, desktops
- Vacuum carpet

Lunchroom:

- Remove trash to designated area and replace liners
- Clean counter, sink, table
- Mop floor
- Vacuum area carpets

Restrooms:

- Remove trash to designated area and replace liners
- Check all paper products and soap. Replenish as needed
- Sanitize toilets and sinks
- Mop floors

Employee Locker Area:

- Remove trash to designated area and replace liners
 - Mop floor
-

**Public Safety Building
5 Municipal Plaza**

Janitorial services to be performed **5 days per week** to the following specifications:

Entrance & Common Areas:

Daily:

- Remove trash to designated area and replace liners
- Vacuum entrance area carpets
- Sweep floors

Weekly:

- Mop floors (3x per week during winter months due to salt from lot)
- Clean glass doors and area glass panels

Meeting Rooms:

Daily:

- Remove trash to designated area and replace liners
- Sweep, vacuum

Weekly:

- Mop floors (3x per week in winter months due to salt from lot)

Office Areas (Court, State Police, Security, Animal Control):

Daily:

- Remove trash to designated area and replace liners

Weekly:

- Dust furniture, office equipment, desktops
- Clean glass
- Clean counters
- Vacuum carpet

Kitchen Areas:

Daily:

- Remove trash to designated area and replace liners
- Clean counters, sink

Weekly:

- Mop floor
- Polish table
- Vacuum carpets

Restrooms:

Daily:

- Remove trash to designated area and replace liners
 - Check all paper products and soap. Replenish as needed
 - Sanitize toilets, sinks
 - Mop floors
-

**Sewer Dept
477 Clifton Park Center Rd**

Janitorial services to be performed **1 day per week** to the following specifications:

Lunchroom:

- Remove trash to designated area and replace liners
- Clean counters, sink
- Mop floor
- Polish tabletop

Restroom:

- Remove trash to designated area and replace liners
- Check all paper products and soap. Replenish as needed
- Mop floor
- Sanitize toilets, sinks

Employee Locker Room:

- Remove trash to designated area and replace liners
 - Mop floor
-

**Clifton Park Senior Community Center
6 Clifton Common Ct**

Janitorial services to be performed **5 days per week** to the following specifications:

Entrance & Reception Area:

Daily:

- Remove trash to designated area and replace liners
-

- Mop floors 3x per week
- Vacuum carpets 3x per week

Weekly:

- Clean glass doors and panels
- Clean counter area

Office Areas & Cubicles:

Daily:

- Remove trash to designated area and replace liners

Weekly:

- Vacuum carpet
- Dust furniture, office equipment, desktops
- Clean glass
- Clean counters

Meeting Rooms:

Daily:

- Remove trash to designated area and replace liners

Weekly:

- Polish table
- Vacuum/mop floors

Kitchen:

Daily:

- Remove trash to designated area and replace liners
- Clean counters, sink
- Mop floor

Restrooms:

Daily:

- Remove trash to designated area and replace liners
- Sanitize toilets, sinks
- Check all paper products and soap. Replenish as needed
- Mop floors

Water Fountains:

Daily:

- Clean sink, handle, push button
-

**Sheriff's Department
Clifton Park Center Rd**

Janitorial services to be performed **1 day per week** to the following specifications:

Entrance & Reception Area:

- Remove trash to designated area and replace liners
- Clean glass
- Mop floors
- Vacuum area carpets
- Clean counter area

Office Areas:

- Remove trash to designated area and replace liners
- Dust furniture, office equipment, desktops
- Clean glass
- Vacuum carpet

Restrooms:

- Remove trash to designated area and replace liners
- Sanitize toilets, sink
- Check all paper products and soap. Replenish as needed
- Mop floors

**Grooms Tavern
290 Sugar Hill Rd**

Janitorial services to be performed **1 day per week** to the following specifications:

Store Area:

- Remove trash to designated area and replace liners
- Dust all areas as needed
- Clean countertop
- Clean glass
- Mop floor

Formal Front Room:

- Clean glass as needed
- Dust all areas as needed
- Mop floor as needed

Kitchen:

- Clean glass as needed
- Dust all areas as needed
- Mop floor as needed

Restrooms:

- Remove trash to designated area and replace liners
- Check all paper products and soap. Replenish as needed
- Sanitize toilets, sinks
- Mop floor

Large Meeting Room:

- Dust all areas as needed
- Mop floor
- Clean glass as needed

Locust Lane Clubhouse

Locust Lane

** Seasonal location: January 1st – Memorial Day, Mid August – December 31st **

Janitorial services to be performed **2 days per week** to the following specifications:

Large Meeting Room:

- Remove trash to designated area and replace liners
- Clean glass as needed
- Vacuum carpeted areas
- Mop floors

Restrooms:

- Remove trash to designated area and replace liners
 - Check all paper products and soap. Replenish as needed
-

- Sanitize toilets, sinks
 - Mop floors
-

Locust Lane Maintenance Building
Locust Lane

Janitorial services to be performed **1 day per week** to the following specifications:

Office Area:

- Remove trash to designated area and replace liners
- Mop floor
- Dust furniture, office equipment, desktops

Restrooms:

- Remove trash to designated area and replace liners
 - Check all paper products and soap. Replenish as needed
 - Sanitize toilets, sinks
 - Mop floor
-

Transfer Station
217 Vischer Ferry Rd

Janitorial services to be performed **2 days per week** to the following specifications:

Office Area:

- Remove trash to designated area and replace liners
- Dust furniture, office equipment, desktops 1x per week
- Mop floor 1x per week

Restroom:

- Remove trash to designated area and replace liners
 - Check paper products and soap. Replenish as needed
 - Sanitize toilet, sink
 - Mop floor
-

Spring & Fall Cleaning:

**** Once in the spring and once in the fall at all locations. ****

Janitorial services to be performed to the following specifications:

- Clean blinds
- Clean windows and sills
- Dust air vents
- Edge vacuum areas with carpeting
- Wipe down baseboards



Town of Clifton Park

Buildings & Grounds

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

BID FORM

Date: November 13, 2024

Company Name: WJS Ultimate Industrial Cleaning & Floors, 323 Linden St, Schenectady, NY 12304

Bid Name: Building Cleaning Services

Lump Sum amount per year:
(11 facilities + spring & fall)

\$68,000 *

Town Hall \$/year:

\$17,027.51 ✓

Buildings & Grounds \$/year:

\$5,894.13 ✓

Highway Department \$/year:

\$6,876.50 ✓

Public Safety Building \$/year

\$9,823.55 ✓

Sewer Department \$/year:

\$3,929.43 ✓

Senior Community Center \$/year:

\$13,098.08 ✓

Sheriff's Department \$/year

872.34 ✓

Grooms Tavern \$/year:

\$1,964.71 ✓

Locust Lane Clubhouse \$/year:

\$5,894.14 ✓

Locust Lane Maint. Building \$/year:

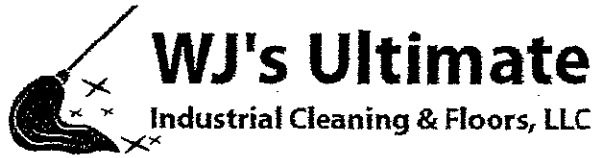
654.90 ✓

Transfer Station \$/year:

\$1,964.71 ✓

Name/Title: Wilbur Session, Owner

Signature: Wilbur Session



323 Linden St. Schenectady NY 12304
Phone: (518) 526-5518
Email: wilbur_session@hotmail.com

To: Town of Clifton Park
Buildings & Grounds Department
One Town Hall Plaza
Clifton Park, NY 12065

Date: November 13, 2024

Subject: Bid Submission for "Building Cleaning Services"

We are pleased to submit our bid for consideration. Attached is the completed bid form and below is a summary of our services and experience.

Company Overview

WJS Ultimate Industrial Cleaning & Floors, LLC is a Minority-Owned Small Business committed to providing comprehensive cleaning services to government agencies, commercial developers, and industries nationwide. With over 30 years of collective experience, our trusted, licensed, and insured team delivers tailored, high-quality cleaning services that prioritize thoroughness and customer satisfaction. We pride ourselves on our family-owned values and dedication to honesty.

Scope of Services

We specialize in a full range of cleaning and facility support services, including:

- Commercial Janitorial Services
- Pressure Washing and Window Cleaning
- Full-Service Floor Care (Stripping, Waxing, Carpet Cleaning)
- General Custodial Services and Bathroom Sterilization
- Industrial Cleaning and Facility Support

Certifications and Experience

- **Minority Business Enterprise (MBE) Certified**
- Proven track record with various government and commercial clients, including state troopers, military barracks, and municipal offices.
- Expertise in delivering tailored cleaning solutions to meet unique client needs.

For any questions you may have concerning this proposal, please contact Wilbur Session at (518) 526-5518 or via email at Wilbur_session@hotmail.com. Thank you for the opportunity to submit our pricing for this project.

Sincerely,

A handwritten signature in black ink that reads "Wilbur J Session". The signature is written in a cursive, flowing style.

Wilbur J Session, Owner
WJS Ultimate Industrial Cleaning & Floors, LLC
FEIN: 82-3751030



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 19, 2024

TOWN OF CLIFTON PARK
ATTN: TOWN CLERK
1 TOWN HALL PLZ
CLIFTON PARK NY 12065-3610

Account Information:

Policy Holder Details :	WJS Ultimate Cleaning and Floors, LLC
--------------------------------	--



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



RESOLUTION

#10

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing Jacob Palmateer to move into the new position of Automotive Mechanic in the Department of Buildings and Grounds.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, has recommended that Jacob Palmateer, employed as a Motor Equipment Operator Light in the Department for five years, be promoted to Automotive Mechanic, a new position in the Department; now, therefore, be it

RESOLVED, that Jacob Palmateer, is hereby authorized to be promoted to Automotive Mechanic, Grade 6, Step 1 (\$29.56/hr) effective January 22, 2025; and be it further

RESOLVED, that the comptroller is authorized to transfer \$8,270 per the attached Schedule A.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, January 2, 2025 7:56 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1608

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 01/06/2025 ✓

Board Meeting Date: 01/21/2025 ✓

Alternate Date: 02/03/2025

Budget Number: A-7110-Exxxx

Budget Description: General Fund-Buildings & Grounds-Automotive Mechanic

Amount: 61,721

Brief Description: Recommend Jacob Palmateer to fill the new position of Automotive Mechanic - Grade 6 Step 1 Year 1, in the Buildings & Grounds Department, effective immediately.

Add Supporting Docs:

[60cc1ec7b6e3f07b_Automotive_Mechanic_job_posting_11.25.24.pdf](#)

Additional Comments/Details: Jacob is currently a B&G employee, has been with us for 5 years.

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#11

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the promotion of Justin Latniak, currently Motor Equipment Operator (MEO) to Senior Motor Equipment Operator in the Buildings & Grounds Department.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, has recommended the advancement of MEO Justin Latniak within the department, to Sr. MEO, due to the promotion of Ray Zeller to Working Supervisor; now, therefore, be it

RESOLVED, that Justin Latniak is hereby promoted to Sr. MEO, Grade 6, Step 2, Year 2 (\$62,282/year or \$29.86/hour), effective immediately; and be it further

RESOLVED, that the additional salary increase of \$3,500 be paid in accordance with the attached Schedule A.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, January 2, 2025 8:01 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1609

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 01/06/2025 ✓

Board Meeting Date: 01/21/2025 ✓

Alternate Date: 02/03/2025

Budget Number: A-7110-E5230

Budget Description: General Fund - Buildings & Grounds - Justin Latniak

Amount: \$62,282

Brief Description: Recommend the promotion of Justin Latniak from MEO, Grade 5 Step 3 Year 3, to Sr. Meo Grade 6 Step 2 Year 2 effective immediately.

Add Supporting Docs:

Additional Comments/Details: We have one position for Sr. MEO open after the promotio of Ray Zeller to working supervisor last year.

Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

Town of Clifton Park
Salary Allocation

		Grade	Step	Year	Hourly Rate	2025	Weeks to End of Year	Hours	Projected to End of Year
New Position									
Justin Latniak effective 1/22/2025		6	2	2	29.86		49.20	40.00	\$ 58,764.48
Current Position									
Justin Latniak		5	3	3	28.08		49.20	40.00	\$ 55,261.44
									\$ 3,503.04
							Rounded to:		<u>\$ 3,500.00</u>
Transfer funds from:									
General Fund - Buildings & Grounds - MEO							A-07110-E1500		<u>\$ 3,500.00</u>
Transfer to:									
General Fund - Building & Grounds - J Latniak							A-07110-E5230		<u>\$ 3,500.00</u>



RESOLUTION

#12

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution contracting for automotive parts and oils by the Buildings and Grounds Department.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parts and Recreation, proposes piggybacking off of auto parts contract 24-PWAP-15R, entered into by the County of Saratoga, and off of Sourcewell Contract 032521-GPC, to order automotive parts and oils on an as-needed basis; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks and Recreation is authorized to enter into a piggyback agreement for NAPA Genuine Parts with Saratoga Auto Supply, Inc., Ballston Spa, NY, per Saratoga County Contract 24-PWAP-15R, and under Sourcewell Contract 032521-GPC, with invoices to be paid against the vehicle expense line of the corresponding department.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, January 3, 2025 1:49 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 #1613

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 01/06/2025 ✓

Board Meeting Date: 01/21/2025 ✓

Alternate Date: 02/03/2025

Budget Number: A-7110-22

Budget Description: General Fund-Buildings & grounds-vehicle expense

Amount: unknown

Brief Description: Authorize Buildings & grounds to piggyback the Sourcewell and Saratoga County contracts for purchasing automotive parts and oils on an as needed basis for 2025

Add Supporting Docs:

[01f525f4588b7a5b_Saratoga_County_Automotive_parts_contract.pdf](#)

[29391f95a1982ca6_NAPA-Genuine_Parts_Contract_032521.pdf](#)

Additional Comments/Details: Resolution recommended by Mark Heggen in order to satisfy the procurement process.

Agree to Terms: Agree

[unsubscribe](#)



CONTRACT EXTENSION

Contract Number: 032521-GPC



Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

NAPA
2999 Wildwood Pkwy

Atlanta, Georgia 30339-8580
(Vendor)

have entered into Contract Number: 032521-GPC
for the procurement of: Aftermarket Vehicle Parts and Supplies

The Contract has an expiration date of 2025-05-19 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-05-19 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

6/26/2024 | 8:19 AM CDT
Date

DocuSigned by:
Bret Robyck
Authorized Signature

Bret Robyck
Name

SVP Sales
Title

6/26/2024 | 8:50 AM CDT
Date



**DEPARTMENT OF
CENTRAL SERVICES**
JOHN WARMT, DIRECTOR

518.885.2210

SARATOGACOUNTY.NY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

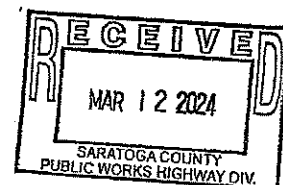
MEMORANDUM

TO: Chad Cooke, Commr. of Public Works
FROM: John Warmt, Purchasing *JW*
DATE: March 11, 2024
RE: Automotive Parts - 24-PWAP-15R

The bid for Auto Parts, specification 24-PWAP-15R, has been awarded per the attached recap. The intent is to award to the vendor showing the greatest discount with secondary awards in discount order.

Please call with any questions.

Cc: Auditor
Sewer District



Ⓜ *Revolutionary By Nature* Ⓜ

AUTOMOTIVE PARTS AWARD RECAP - 24-PWAP-16R - CONTRACT PERIOD: 2/23/2024-2/28/2025

	(1) Brake Drums & Rotors Automotive (a) & Heavy Duty (b)	(2) Brake Pads & Brake Shoes Automotive (a) & Heavy Duty (b)	(3) Remanufactured Hydraulic Brake Parts Automotive (a) & Heavy Duty (b)	(4) New Hydraulic Brake Pads & Hardware Automotive (a) & Heavy Duty (b)	(5) Brake Lines & Brass Fittings Automotive (a) & Heavy Duty (b)	(6) K.O. Truck Brake Parts, Drums, Hardware, Incl. Air Brake Master Cyl. - new & rebuilt, Wheel Cyl. Repair Kits, Air Chambers & Repair Parts, Air Brake Control & Relay Valves, Air Compressor Parts with Air Dryer Rebuilding Kits
D & W Diesel, Inc. Susan Clicknor (315) 253-2324 Ext. 1108	NO BID	NO BID	NO BID	NO BID	NO BID	Engine Air Compressors 60%
Fleetpro Inc. Jeffrey O'Brien (518) 271-8539	NO BID (A) 80% (B)	NO BID (A) 80% (B)	NO BID (A) 80% (B)	NO BID (A) 80% (B)	NO BID (A) 80% (B)	80%
H.L. Gage Sales, INC. Ronald Vooris 618-456-8671 ext 215	NO BID (A) 20% (B)	NO BID (A) 20% (B)	NO BID (A) 20% (B)	NO BID (A) 20% (B)	NO BID (A) 20% (B)	20%
Mangano Buret GMC Mark Beretz (518) 896-4392	30% (A) NO BID (B)	30% (A) NO BID (B)	30% (A) NO BID (B)	30% (A) NO BID (B)	NO BID (A) NO BID (B)	NO BID
Metro Ford Sales, Inc. William J. Thorpe Jr. 518-470-0042	35% (A) 35% (B)	35% (A) 38% (B)	20% (A) 30% (B)	35% (A) NO BID (B)	NO BID (A) NO BID (B)	38%
MORRIS FORD INC. Ward Shifren (518) 399-9188	25% (A) NO BID (B)	25% (A) NO BID (B)	25% (A) NO BID (B)	25% (A) NO BID (B)	NO BID (A) NO BID (B)	NO BID
Nemor Chrysler Jeep Dodge Ram of Saratoga Timothy Thorne (518) 584-2121 Ext. 250	30% (A) NO BID (B)	30% (A) NO BID (B)	30% (A) NO BID (B)	30% (A) NO BID (B)	30% (A) NO BID (B)	NO BID
Richard Reynolds (518) 752-4589	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Saratoga Auto Supply, Inc. Jeffery Short, Jr. (518) 885-5331	72% (A) 55% (B)	72% (A) 55% (B)	50% (A) 50% (B)	50% (A) 50% (B)	80% (A) 60% (B)	55%
Tracey Road Equipment, Inc. Ivan Francis (518) 792-8088	NO BID (A) 10% (B)	NO BID (A) 10% (B)	NO BID (A) 10% (B)	NO BID (A) 10% (B)	NO BID (A) 10% (B)	10%
Truck Pro Mike Jackson (518) 489-8497	NO BID (A) 60% (B)	NO BID (A) 60% (B)	NO BID (A) 60% (B)	NO BID (A) 60% (B)	NO BID (A) 60% (B)	60%
O'Reilly Auto Enterprises LLC DBA O'Reilly Auto Parts 417-828-5879	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER
United Auto Supply of Syracuse West, Inc. Jean Witt (315) 744-3102	80% (A) NO BID (B)	80% (A) NO BID (B)	80% (A) NO BID (B)	80% (A) NO BID (B)	80% (A) NO BID (B)	NO BID
Watkins Spring Co. Inc. Raigen Lynch (518) 463-4241	50% (A) 50% (B)	50% (A) 50% (B)	50% (A) 50% (B)	50% (A) 50% (B)	50% (A) 50% (B)	50%

AUTOMOTIVE PARTS AWARD RECAP - 22-PWAF-18K - CONTRACT PERIOD: 1/29/2024-12/31/2025

	(7) Chick Parts Heavy Duty - Automotive (a) & Heavy Duty (b)	(8) Beads, Wiring - bulkwire, terminals, hot air air tubing, wire from	(9) Insulated Electrical Clamps	(10) Electric Switches, AM Breakers, Fuses, Junction Boxes, etc.	(11) Shock Absorbers - Automotive (a) & Heavy Duty (b)	(12) Flashers	(13) Bubs (cast beams & manufacture)	(14) Lamps (marker, stop, directional, tail & headlight assemblies & miscellaneous), Revolving Lights, Mirrors - plain & heated	(15) Bells & Horns
D & W Diesel, Inc. Susan Clickner (518) 253-2324 Ext. 1108	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Fleetpride Inc. Jeffrey O'Brien (518) 271-8639	NO BID (A) 80% (B)	80%	80%	80%	NO BID (A) 80% (B)	80%	80%	80%	80%
H.L. Gage Sales, INC. Ronald Voorhis 518-486-8871 ext 216	NO BID (A) 20% (B)	20%	20%	20%	NO BID (A) 20% (B)	20%	20%	20%	20%
Mangino Buick GMC Mark Berez (518) 885-4992	30% (A) NO BID (B)	30%	NO BID	30%	30% (A) NO BID (B)	30%	30%	30%	30%
Metro Ford Sales, Inc. William J. Thorpe Jr. 518-470-0042	30% (A) 38% (B)	NO BID	NO BID	30%	35% (A) 35% (B)	35%	32%	35%	38%
MORRIS FORD INC. Ward Stiffen (518) 392-9188	25% (A) NO BID (B)	NO BID	NO BID	25%	25% (A) NO BID (B)	25%	25%	25%	25%
Nemer Chrysler Jeep Dodge Ram of Saratoga Timothy Thorne (518) 684-2121 Ext. 250	30% (A) NO BID (B)	NO BID	NO BID	30%	30% (A) NO BID (B)	30%	30%	30%	30%
Richard Reynolds Saratoga Auto Supply, Inc. (518) 762-4589 Jeffery Shorr, Jr. (518) 885-6331	NO BID 50% (A) 50% (B)	NO BID 30%	NO BID 50%	NO BID 50%	NO BID 50% (A) 50% (B)	NO BID 50%	NO BID 50%	NO BID 50%	NO BID 50%
Tracey Road Equipment, Inc. Ivan Francis (518) 793-9688 Truck Pro	NO BID (A) 10% (B)	10%	10%	10%	NO BID (A) 10% (B)	10%	10%	10%	10%
Mike Jackson (518) 489-8497 O'Reilly Auto Enterprises, LLC DBA O'Reilly Auto Parts 417-829-9879	NO BID (A) 60% (B)	60%	50%	50%	60% (A) 60% (B)	50%	50%	50%	50%
United Auto Supply of Syracuse West, Inc. Jean Witt (316) 744-3102	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER
Waikins Spring Co. Inc. Raigen Lynch (518) 463-4241	NO BID (A) NO BID (B)	80%	80%	80%	80% (A) NO BID (B)	80%	80%	80%	80%
	NO BID	NO BID	NO BID	NO BID	50% (A) 50% (B)	NO BID	50%	50%	NO BID

AUTOMOTIVE PARTS AWARD RECAP - Z4PWAP15R - CONTRACT PERIOD: 2/29/2024-2/28/2025

	(24B) Starters, Alternators, & Generators (Automotive, Heavy Truck) Rebuild	(24C) Starters, Alternators, & Generators (Automotive, Heavy Truck) Remanufactured	(25A) Water Pump - new - Automotive	(25B) Water Pump - New - Heavy Duty Truck	(26A) Water Pump - Rebuild - Automotive	(26B) Water Pump - Rebuild - Heavy Duty Truck	(27) Emission Parts - new & rebuilt, fuel injection parts - Automotive (A) & Heavy Duty (B)	(28) Gaskets	(29) Thermostats, Caps
D & W Diesel, Inc. Susan Clickner (918) 253-2324 Ext. 1108	50%	50%	NO BID	30%	NO BID	30%	NO BID (A) 50% (B)	NO BID	NO BID
Fleetrite Inc. Jeffrey O'Brien (518) 271-9535	80%	60%	NO BID	80%	NO BID	80%	NO BID (A) 80% (B)	80%	80%
H.L. Gage Sales, INC. Ronald Vooris 518-456-8871 ext 215	NO BID	20%	NO BID	20%	NO BID	20%	NO BID (A) 20% (B)	20%	20%
Mangino Buick GMC Mark Berz (518) 885-4992	30%	30%	30%	NO BID	30%	NO BID	30% (A) NO BID (B)	30%	30%
Metro Ford Sales, Inc. William J. Thorpe Jr. 518-470-0042	NO BID	35%	30%	25%	NO BID	25%	35% (A) 25% (B)	20%	35%
MORRIS FORD INC. Ward Sniffen (518) 399-9188	25%	25%	25%	NO BID	25%	NO BID	25% (A) NO BID (B)	25%	25%
Nemer Chrysler Jeep Dodge Ram of Saratoga Timothy Thorne (518) 584-2121 Ext. 260 R.H. Crown	30%	30%	30%	NO BID	30%	NO BID	30% (A) NO BID (B)	30%	30%
Richard Reynolds (518) 782-4689	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Saratoga Auto Supply, Inc. Jeffery Shorr, Jr. (518) 885-6331	72%	72%	60%	60%	60%	60%	50% (A) 50% (B)	60%	55%
Tracy Road Equipment, Inc. Ivan Francis (518) 793-8688 Truck Pro	10%	10%	NO BID	10%	NO BID	10%	NO BID (A) 10% (B)	10%	10%
Mike Jackson (518) 489-8487	80%	60%	NO BID	50%	NO BID	NO BID	NO BID (A) 50% (B)	50%	50%
O'Reilly Auto Enterprises, LLC DBA O'Reilly Auto Parts 417-825-5879	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER	41% OR BETTER
United Auto Supply of Syracuse West, Inc. Jean Wit (315) 744-3102	80%	80%	80%	NO BID	80%	NO BID	80% (A) NO BID (B)	80%	80%
Watkins Spring Co. Inc. Raigen Lynch (518) 453-4241	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

AUTOMOTIVE PARTS AWARD RECAP - 241PWAP-15K - CONTRACT PERIOD: 2/29/2024-2/28/2025

	(30) Engine Parts (automotive)	(31) Small Engine Parts (other than automotive)	(32) Chassis parts, Complete Line - incl. suspension, rack & pinions	(33) Spring Pins, Hangers, Coil & Leaf Springs	(34) Universal Joints, Drive Lines, Center Bearings, Axle Shafts - car & small trucks	(35) Universal Joints, Drive Lines, Center Bearings, Axle Shafts - Heavy Duty Trucks	(36) Transmission Parts - Automotive & Heavy Automotive (A) & Heavy Duty (B)	(37) Filters - Complete Line Automotive and Heavy Duty Truck
D & W Diesel, Inc. Susan Clicknor (315) 263-2324 Ext. 1108	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	33% (A) 33% (B) Donaldson
Jeffrey O'Brien Fleetride Inc. (518) 271-5829	NO BID	NO BID	80%	80%	NO BID	80%	NO BID (A) 80% (B)	80% (A) 90% (B)
H.L. Gage Sales, INC. Ronald Vooris 518-466-8871 ext 215	NO BID	NO BID	20%	20%	NO BID	20%	NO BID (A) 20% (B)	NO BID (A) 20% (B)
Mangino Buick GMC Mark Berz (518) 865-4892	30%	NO BID	30%	30%	30%	NO BID	30% (A) NO BID (B)	30% (A) NO BID (B)
Mato Ford Sales, Inc. William J. Thioppe Jr. 518-470-0042	25%	NO BID	35%	35%	30%	38%	(A) 30% (B) 35%	40% (A) 35% (B)
MORRIS FORD INC. Ward Shiffen (518) 395-9188	25%	NO BID	25%	25%	25%	NO BID	25% (A) NO BID (B)	25% (A) NO BID (B)
Nemur, Chrysler Jeep Dodge Ram of Saratoga Timothy Thorne (518) 584-2121 Ext. 260	30%	NO BID	30%	30%	30%	30%	30% (A) NO BID (B)	30% (A) NO BID (B)
R.H. Crown Richard Reynolds (518) 762-4689	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Saratoga Auto Supply, Inc. Jeffery Shorr, Jr. (518) 885-5331	40%	40%	72%	55%	55%	55%	50% (A) 50% (B)	82% (A) 82% (B)
Tracey Road Equipment, Inc. Ivan Francis (518) 793-8688	NO BID	NO BID	10%	10%	NO BID	10%	NO BID (A) 10% (B)	NO BID (A) 10% (B)
Mike Jackson (518) 489-9487	NO BID	NO BID	60%	50%	80%	60%	NO BID (A) 80% (B)	NO BID (A) NO BID (B)
O'Reilly Auto Enterprises, LLC DBA O'Reilly Auto Parts 417-925-5879	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER (A) 41% OR BETTER (B)
United Auto Supply of Syracuse West, Inc. Jean Witt (315) 744-3102	NO BID	NO BID	80%	Coll Springs Only 80%	NO BID	NO BID	NO BID (A) NO BID (B)	ALL OTHER FILTERS 80% 87.72% BALDWIN ONLY (A) NO BID (B)
Waikins Spring Co. Inc. Raigen Lynch (518) 463-4241	NO BID	NO BID	50%	80%	50%	NO BID	NO BID (A) NO BID (B)	NO BID (A) NO BID (B)

AUTOMOTIVE PARTS AWARD RECAP - 24-PWAP-758K - CONTACT PERIOD: 12/29/2024-2/28/2025

	(38) Power Steering Pumps & Gear Boxes - new & rebuilt - Automotive (A) & Heavy Duty (B)	(39) Bearings & Seals (all), excl. engine - Automotive (A) & Heavy Duty (B)	(40) Air Conditioner Parts - incl. hose, clutch, evaporator, freon, fan, nuts	(41) General Service Line (Champ, Ballamp, Motor Mite)	(42) Batteries Automotive and Truck	(43) Diesel Exhaust Fluid @ 32.5% (a) 2.5 gallon (b) \$5 gal. drum	(44) Heavy Duty Truck & Automotive Radiators
D & W Diesel, Inc. Susan Clickner (318) 253-2324 Ext. 1108	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Fleetpride Inc. Jeffrey O'Brien (618) 271-3539	NO BID(A) 80% (B)	NO BID (A) 80% (B)	80%	80%	80%	80% (A) 80% (B)	80%
H.L. Gage Sales, INC. Ronald Voorfs 518-456-8871 ext 216	NO BID(A) 10% (B)	NO BID(A) 20% (B)	20%	NO BID	20%	10% (A) 10% (B)	20%
Mangino Buick GMC Mark Berez (518) 885-4952	30% (A) NO BID (B)	30% (A) NO BID (B)	30%	NO BID	30%	30% (A) NO BID (B)	30%
Metco Ford Sales, Inc. William J. Thorpe Jr. 518-470-0042	30% (A) 30% (B)	35% (A) 38% (B)	35%	NO BID	15%	\$10.35 (A) \$106.65 (B)	30%
MORRIS FORD INC. Ward Shifren (518) 399-9188	25% (A) NO BID (B)	25% (A) NO BID (B)	25%	NO BID	NO BID	NO BID (A) NO BID (B)	25%
Nemer Chrysler Jeep Dodge Ram of Saratoga Timothy Thorpe (518) 584-2121 Ext. 250	30% (A) NO BID (B)	30% (A) NO BID (B)	30%	NO BID	30%	30% (A) NO BID (B)	30%
R.H. Crown Richard Reynolds (518) 782-4589	NO BID	NO BID	NO BID	NO BID	NO BID	18% (A) 20% (B)	NO BID
Saratoga Auto Supply, Inc. Jeffery Short, Jr. (518) 886-5531	50% (A) 50% (B)	72% (A) 72% (B)	40%	72%	72%	9.09 (A) COST 189.00 (B) COST	50%
Tracy Road Equipment, Inc. Ivan Francis (518) 792-9688	NO BID (A) 10% (B)	NO BID (A) 10% (B)	10%	NO BID	10%	10% (A) NO BID (B)	10%
Truck Pro Mike Jackson (518) 489-2497	60% (A) 60% (B)	60% (A) 60% (B)	50%	50%	50%	60% (A) 60% (B)	60%
O'Reilly Auto Enterprises, LLC DBA O'Reilly Auto Parts 417-829-5879	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER	41% OR BETTER	41% OR BETTER	41% OR BETTER (A) 41% OR BETTER (B)	41% OR BETTER
United Auto Supply of Syracuse West, Inc. Jean Witt (315) 744-3102	80% (A) NO BID (B)	80% (A) NO BID (B)	80%	80%	80%	14.33 (A) 303.95 (B)	80%
Watkins Spring Co. Inc. Raigon Lynch (618) 463-4241	50% (A) NO BID (B)	50% (A) 50% (B)	NO BID	NO BID	NO BID	NO BID	NO BID

	(45) Windshield Washer Fluid (1 Gallon Container)	(46) Heavy Duty Extended Life Anti-Freeze & Coolant (a) gallon (b) drum size
D & W Diesel, Inc., Susan Clickner (315) 253-2324 Ext. 1108	NO BID	NO BID
Flaestride Inc. Jeffrey O'Brien (518) 271-9539	80%	80% (A) 80% (B) drum size 55G
H.L. Gage Sales, INC. Ronald Vouris 518-456-8871 ext 215	30%	20% (A) 20 (B) DRUM SIZE 55GAL
Mangino Bulck GMC Mark Barz (519) 885-4992	NO BID	30% (A) NO BID (B)
Metro Ford Sales, Inc. William J. Thorpe Jr. 518-470-0042	NO BID	NO BID (A) NO BID (B)
MORRIS FORD INC. Ward Sniffon (518) 395-9188	NO BID	(A) Gallon - NO BID (B) NO BID
Nemer Chrysler Jeep Dodge Ram of Saratoga Timothy Thorne (518) 584-2121 Ext. 250	NO BID	30% (A) NO BID (B)
R.H. Crowe Richard Reynolds (518) 782-4689	22%	15% (A) 15% (B) Drum size 55GAL
Saratoga Auto Supply, Inc. Jeffery Shorr, Jr. (518) 885-5331	2.99 cost	7.72 COST (A) 331.94 (B) drum size 55 gal.
Tracey Road Equipment, Inc. Ivan Francis (518) 793-9698 Truck Pro	10%	10% (A) NO BID (B)
Mike Jackson (518) 489-8497 O'Reilly Auto Enterprises, LLC DBA O'Reilly Auto Parts 417-923-5879	50%	50% (A) 50% (B) 41% OR BETTER (A) 41% OR BETTER (B) DRUM SIZE 55GAL
United Auto Supply of Syracuse West, Inc. Jean Witt (315) 744-3102	WW-20 2.99 WW-30 RAINX 3.25	10.37 (A) 487.37 (B) drum size 55 gal.
Watkins Spring Co. Inc. Raigen Lynch (518) 463-4241	NO BID	NO BID



RESOLUTION

#13

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution declaring a public emergency pursuant to General Municipal Law Section 103(4) for a repair to the exterior wall, windows and door of the Locust Lane Clubhouse, and to increase the budget.

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

WHEREAS, on December 21, 2024, a Town Vehicle accidentally hit the front of the Locust Lane Clubhouse while removing snow from a recent snowstorm, causing damage to the exterior wall, windows and door of the Clubhouse, and the Buildings & Grounds Department reported it to Selective Insurance Company of America, and

WHEREAS, repairs entailed the acquisition of replacement concrete for the exterior wall, a replacement door, and replacement glass for the damaged windows, and

WHEREAS, Section 103(4) of the NYS General Municipal Law provides that in cases of an emergency situation arising from unforeseen circumstances affecting public property or the health or safety of the public, the Town Board may authorize the purchase of service, material and equipment without competitive bids, and

WHEREAS, the Town of Clifton Park has received information from Selective Insurance Company of America for settling the claim, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, contacted Belleard Contracting for the replacement of the damaged door and repair and replacement of the exterior wall, pursuant to an invoice for \$13,200 dated 12/29/2024, attached, and Clifton Park Glass for the repair and replacement of the damaged windows, pursuant to an invoice for \$2,850 dated 12/27/2024, attached; now, therefore, be it

RESOLVED, that the Town Board determines that the resulting damage to the Locust Lane Clubhouse, as determined on December 21, 2024, constitutes an emergency for procurement purposes under Section 103(4) of General Municipal Law, and be it further

RESOLVED that Mr. Clemens is authorized to hire Belleard Contracting and Clifton Park Glass to repair all damaged property at the Locust Lane Clubhouse, and be it further

RESOLVED, that the Comptroller is authorized to pay the amount of \$13,400 to Belleard Contracting and \$2,850 to Clifton Park Glass, from A-1625-200 (General Fund – Locust Lane Clubhouse – Equipment), and be it further

RESOLVED, that the comptroller is authorized to increase the 2024 Budget revenues, A-02680 (General Fund - Insurance Recoveries) and increase expenditures to A-1625-200 (General Fund – Locust Lane Clubhouse – Equipment) by \$16,250.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, January 6, 2025 12:26 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Teresa Brobston; Walter Smead; Kelly Miller
Subject: New Resolution Request #1615

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 01/21/2025 ✓

Board Meeting Date: 01/21/2025 ✓

Alternate Date: 02/03/2025

Budget Number: A-1625-24

Budget Description: General fund - Locust lane Clubhouse - Repairs & Maint

Amount: 16,250.00

Brief Description: Emergency repairs to the exterior wall, windows and door of the Locust Lane Clubhouse retroactive to December 21, 2024

Add Supporting Docs:

[9e5e0dab50715dd8_Locust_Lane_clubhouse_emergency_repair_res_packet_1.6.25.pdf](#)

Additional Comments/Details: This was submitted to our insurance. They accepted the claim and will be sending a check.

Agree to Terms: Agree

[unsubscribe](#)

SELECTIVE
INSURANCE®

Michael Gruninger
Selective Insurance Company of America
Mailing address for correspondence:
P.O. Box 7264
London, KY 40742
Phone: 973-948-1810
Fax: 877-233-0917
michael.gruninger@selective.com

January 6, 2025

Town Of Clifton Park
1 Town Hall Plz
Clifton Park, NY 12065-3610

Re: Policyholder: Town Of Clifton Park
Claim No.: 22707063
Policy No.: S1801921
Insurer: Selective Insurance Company of New York
Date of Loss: December 21, 2024

Dear Town Of Clifton Park:

Our goal is to promptly investigate the facts and circumstances of your property claim and appropriately determine coverage per the terms, conditions, and exclusions of your policy. Our policy requires you to provide us with evidence of the age, condition, and cost of your damaged, lost or stolen property to substantiate your claim.

This letter provides you information about property claim payments and how we will be settling your property claim.

Replacement Cost and Depreciation

Your policy provides replacement cost coverage for some or all of your damages. However, our initial payment(s) to you will not equal the full replacement cost. It only will be for the depreciated value of the damaged, lost or stolen real or personal property, also known as the actual cash value ("ACV").

Depreciation is an accounting method of allocating the cost of a tangible or physical asset over its useful life or life expectancy. Depreciation represents how much an asset's value has decreased over time. Useful life is an accounting estimate of the number of years an asset likely is to be in service. The Internal Revenue Service employs useful life estimates to determine the amount of time an asset can be depreciated. Various factors affect useful life estimates, including use patterns, the asset's age when purchased, and technological advances.



Because you have replacement cost coverage, we will pay you the difference between the replacement cost and the ACV - also known as the Recoverable Depreciation Amount or "hold back". The Recoverable Depreciation Amount is called the hold back because we will not pay you until you (i) have replaced the damaged, lost, or stolen property and (ii) provided us evidence that you have done so. We require you to replace the property so we know you are in the same or proximate condition you were before the loss.

The fastest way to get your Recoverable Depreciation Amount is to replace your damaged, lost, or stolen property in an organized manner. When you pay for the replacement, you should submit your receipts to us as soon as possible so we can reimburse the Recoverable Depreciation Amount.

Settlement

We have issued you payment for \$15,770.05, which represents the ACV of your damage building as follows:

We have calculated your damage building settlement as follows:

Replacement Cost of Damaged or Stolen Property	\$16,250.00
Less Recoverable Depreciation Amount	\$479.95
Less Applicable Deductible	\$0.00
Less Prior Payment	\$0.00
Actual Cash Value Settlement	\$15,770.05

If you replace or repair the damaged, lost, or stolen property, you may be entitled to an additional payment up to the Recoverable Depreciation Amount of \$479.95.

Our policy requires you to notify us of your intent to request the Recoverable Depreciation within 180 days from December 21, 2024.

Other Important Claim-Related Information

Increased Estimates. If you receive repair or replacement estimates that exceed our estimates or projections, please notify us promptly before you repair or replace the items. We must review the estimates to make sure we agree with them. If we disagree with the repair or replacement estimates, they may not be covered.

Under your policy's terms, conditions, and exclusions, if we disagree and you pay more than the Replacement Cost of Damaged or Stolen Property amount above, you will be responsible for the difference.

Lower than Estimated Repair Costs. If the actual or incurred repair or replacement costs are less than our estimates, you will receive only the amount it cost to repair or replace the property, and we will reduce the Supplemental Claim Amount by the difference. If the actual or incurred cost is less than the ACV, you will not receive any Supplemental Claim Amount.

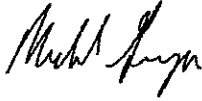
Evidence of Repair or Replacement. Our policy requires you to provide us with photos and documentation evidencing the completed repairs and property replacement, including without



limitation, receipts, invoices, credit card receipts, and canceled checks. After we review this evidence, we will advise you of any Recoverable Depreciation Amount.

Should you have any questions or need additional information, please contact me at 973-948-1810 or michael.gruninger@selective.com.

Sincerely,



Michael Gruninger
Property Claims Specialist

cc: Amsure

Selective Insurance Company of America is the servicing carrier and handles the claims for all its affiliate insurers.



SELECTIVE BE UNIQUELY INSURED® **Selective**

PO Box 7264
London, KY 40742
Fax: 877-233-0917

Insured: Town Of Clifton Park
Property: BURNING BUSH BOULEVARD
CLIFTON PARK TS, NY 12065
Business: 1 Town Hall Plz
Clifton Park, NY 12065-3610
Home: BURNING BUSH BOULEVARD
CLIFTON PARK TS, NY 12065

Cell: (518) 371-6651 x 248
E-mail: DClemens@cliftonpark.org

Claim Rep.: Michael Gruninger

Business: (315) 263-9123
E-mail: michael.gruninger@selective.com

Estimator: Michael Gruninger

Business: (315) 263-9123
E-mail: michael.gruninger@selective.com

Reference:
Company: Selective Insurance

Claim Number: 22707063

Policy Number: S 1801921

Type of Loss: VEH

Date Contacted: 12/26/2024 2:00 PM

Date of Loss: 12/21/2024 12:00 AM

Date Received: 12/26/2024 1:00 PM

Date Inspected:

Date Entered: 1/3/2025 6:31 AM

Date Est. Completed: 1/6/2025 6:37 AM

Price List: NYAL8X_JAN25

Restoration/Service/Remodel

Estimate: TOWN_OF_CLIFTON_PAR2

Important! Please Read First:

This estimate is prepared using prevailing prices of building materials and labor in your area. The decision to use and the choice of any particular contractor is entirely insured's privilege and ultimate responsibility. If the contractor you choose thinks he or she is unable to complete the specified repairs for the amount allowed in our estimate, please have your contractor contact your adjuster immediately. Any request for supplemental funds must be made prior to the supplemental work being performed, or such requests cannot be honored.

PO Box 7264
 London, KY 40742
 Fax: 877-233-0917

TOWN_OF_CLIFTON_PAR2

Masonry

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Mason - Brick / Stone - per hour	80.00	HR				VALIDATION
2. Masonry - General Laborer - per hour	40.00	HR				VALIDATION
3. Material Only Block - 10" x 8" x 16" - in place - reinforced	250.00	SF				VALIDATION
4. Material Only Bottom plate - 2" x 6"	25.00	LF				VALIDATION
5. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00	EA				VALIDATION
6. Masonry (Bid Item)	1.00	EA	13,400.00	0.00	13,400.00	(479.95) 12,920.05
Totals: Masonry				0.00	13,400.00	479.95 12,920.05

Glass

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
7. Glass, Glazing, & Storefronts (Bid Item)	1.00	EA	2,850.00	0.00	2,850.00	(0.00) 2,850.00
Totals: Glass				0.00	2,850.00	0.00 2,850.00
Line Item Totals: TOWN_OF_CLIFTON_PAR2				0.00	16,250.00	479.95 15,770.05

PO Box 7264
London, KY 40742
Fax: 877-233-0917

Summary for Building

Line Item Total	16,250.00
Replacement Cost Value	\$16,250.00
Less Depreciation	(479.95)
Actual Cash Value	\$15,770.05
Net Claim	\$15,770.05
Total Recoverable Depreciation	479.95
Net Claim if Depreciation is Recovered	\$16,250.00

Michael Gruninger

“Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.”

Proposal

BELLEARD CONTRACTOR
 410 DUNSBACK RD
 CLIFTON PARK NY 12065
 518-424-4444

PROPOSAL SUBMITTED TO: Town Clifton Park & Grounds	JOB NAME Locust Lane	JOB # DAMAGED
ADDRESS Clifton Park NY 12065	JOB LOCATION Locust Ln	DATE OF PLANS N/A
PHONE #	FAX #	ARCHITECT N/A

We hereby submit specifications and estimates for: ~~REMOVE~~ REMOVE DAMAGED BLOCK
 INSTALL FOX BLOCK @ PIN W/ REBAR / ALL BLOCK W
 CONCRETE / PARGE FACE OF BLOCK.
 REMOVE ALL BUILDING MATERIAL @ DISPOSAL OF
 R/R MAN DOOR ON LFT OF WALL.
 SECURE BUILDING DOORS W/ PLYWOOD / TRAP OUTSIDE
 WALL'S
 WINDOWS REMOVED @ REINSTALLED BY CLIFTON PARK
 GLASS
 INSTALL NEW SILL PLATE

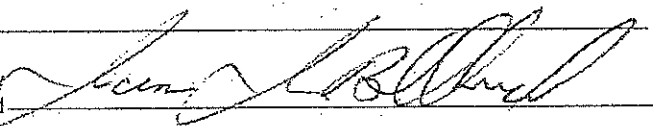
~~13,700.00~~
 13,400.00 *

We propose hereby to furnish material and labor—complete in accordance with the above specifications for the sum of: _____⁰⁰
 \$ THIRTEEN THOUSAND FOUR HUNDRED _____¹⁰⁰ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
 submitted



Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Clifton Park Glass

2035 US Route 9
 Round Lake NY, 12151
 (518) 373-8393

Estimate

Date	Estimate #
12/27/2024	SQ864

Name / Address
Town of Clifton Park 1 Town Hall Plaza Clifton Park NY 12065 518-371-6651

Project

Description	Qty	U/M	Rate	Total
<p>Quote for Storefront Glass and Aluminum Repair and Reinstallation Project Location: 5 Locust Lane, Clifton Park, NY</p> <p>Scope of Work:</p> <ul style="list-style-type: none"> -Collaborate with a concrete company to remove storefront glass and aluminum from the damaged block. -Store aluminum and glass on-site during block repairs by others. -Reinstall the existing storefront glass and aluminum into the same opening after repairs, assuming dimensions remain unchanged. -Use new hardware and caulking for reassemble and address any modifications needed for the existing frame to fit the repaired opening. <p>Breakdown of Costs:</p> <p>1. Labor (5 Hours Total): Removal: 1.5 hours Reinstallation, including assembly, caulking, and sealing: 3.5 hours Technicians: 3 working at prevailing wage Total Labor Cost: \$2,250</p> <p>2. Materials: Hardware, caulking, and parts: \$600 Total Cost: \$2,850</p> <p>Important Notes:</p>			2,850.00	2,850.00T

QUOTE	Subtotal
	Sales Tax (0.0%)
	Total

Clifton Park Glass

2035 US Route 9
 Round Lake NY, 12151
 (518) 373-8393

Estimate

Date	Estimate #
12/27/2024	SQ864

Name / Address
Town of Clifton Park 1 Town Hall Plaza Clifton Park NY 12065 518-371-6651

Project

Description	Qty	U/M	Rate	Total
<p>If damages occur during storage, or if additional modifications or glass reordering are required, the price may increase.</p> <p>The quote assumes the opening dimensions remain consistent after block repairs.</p> <p>Thank you for the opportunity to work on this project. Please let us know if you have any questions or require adjustments to the scope.</p>				

QUOTE	Subtotal	\$2,850.00
	Sales Tax (0.0%)	\$0.00
	Total	\$2,850.00



RESOLUTION

#14

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution correcting the salary of David Noakes as a Laborer in the Buildings and Grounds Department.

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

WHEREAS, by Resolution No. 234 of 2024, the Town Board authorized the hiring of David Noakes as a full-time Laborer for the Buildings and Grounds Department- Transfer Station, at Grade 3, Step 1 at a pay rate of \$24.38/hr, and

WHEREAS, the correct hourly rate for Grade 3, Step 1 is \$21.38/hr; now, therefore, be it

RESOLVED that David Noakes is hereby hired as a full-time Laborer for the Building and Grounds Department- Transfer Station, at Grade 3, Step 1, \$21.38/hr., effective immediately.

Resolution No. 234 of 2024, a resolution authorizing the hiring of a Laborer for the Buildings and Grounds Department.

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

WHEREAS, an opening exists for a Laborer in the Buildings and Grounds Department – Transfer Station, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, advises that David Noakes, of Clifton Park, NY, who is currently a seasonal laborer at Barney Road Golf Course, is qualified and recommends that he be hired to fill the full-time Transfer Station position, as advertised; now, therefore, be it

RESOLVED, that authorization is hereby given to hire David Noakes as a full-time Laborer for the Buildings and Grounds Department – Transfer Station, at Grade 3, Step 1, \$24.38/hour, effective immediately, to be paid per the attached schedule.

ROLL CALL VOTE

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

Noes: None

Absent: Councilwoman Walowit

DECLARED ADOPTED

October 21, 2024

Teresa Brobston, Town Clerk



RESOLUTION

#15

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing Ryan Boni, Tim Brousseau and Jim Coulombe from the Building Department, to attend the Annual Northern Adirondack Code Enforcement Officials Educational Conference, to be held in Lake Placid, New York, March 23-March 27, 2025.

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

WHEREAS, conferences are designed to give their members the needed hours to complete the New York State 24 hours requirement for in-service education for all Code Enforcement Officers per year, in order to maintain their certification, and

WHEREAS, the 2025 Conference sponsored by the New York State Building Officials Chapter is necessary for the acquisition of needed credits by Building Department officials, and

WHEREAS, attendance at these seminars would provide a benefit to the residents of the town and is necessary to maintain building officials' credentials; now, therefore, be it

RESOLVED, that the Building Department is authorized to send Ryan Boni, Tim Brousseau and Jim Coulombe to the Annual Northern Adirondack Code Enforcement Officials Educational Conference from March 23 - March 27, 2025, in Lake Placid, NY, at a total cost for three attendees not to exceed \$3,849, as budgeted from A-3620-001 (General Fund-Building Dept-Training and Conferences).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, December 26, 2024 3:18 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 #1599

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

Department: Building & Development

Your Name: Dolores Mabb

Your Email: dmabb@cliftonpark.org

Sponsor: Wade Schoenborn

Agenda Session Date: 01/06/2025 ✓

Board Meeting Date: 01/21/2025 ✓

Alternate Date: 02/03/2025

Budget Number: A-3620-001

Budget Description: Training/Conferences

Amount: 3,849

Brief Description: The Northern Adirondack Code Enforcement Officials Educational Conference will provide three Building & Development field staff employees the credits needed to maintain their certification for the year 2025 within a four day time period.

Add Supporting Docs:

[11f829e9534d5c6e_CONFERENCE_MATERIALS_2025.pdf](#)

Additional Comments/Details: The remainder of Building & Development field staff will complete their 2025 training via online courses throughout the year.

Agree to Terms: Agree

[unsubscribe](#)

LAKE PLACID, NY
Northern Adirondack
Code Enforcement Officials Educational Conference
March 23 – March 27, 2025

	Sunday, March 23 *TRAVEL DAY*	Monday, March 24	Tuesday, March 25	Wednesday, March 26	Thursday, March 27
Breakfast		Included	Included	Included	
Lunch		Included	Included	Included	
Dinner		\$36.00	\$36.00	\$36.00	
Incidentals		\$5.00	\$5.00	\$5.00	
Half Day	\$64.50				\$64.50
TOTAL	\$64.50	\$41.00	\$41.00	\$41.00	\$64.50

TOTAL \$252.00

Conference: \$455 x 3 = \$1,365
Hotel: \$576 x 3 = \$1,728 (4 nights at \$144. per night = \$576)
Meals/Incidentals: \$252 x 3 = \$756
TOTAL = \$3,849

Attendees: Ryan Boni, Jim Coulombe, Tim Brousseau
Building & Development

Budget Account #: A-3620-001 – Training/Conferences

**30th ANNUAL
NORTHERN ADIRONDACK
CODE ENFORCEMENT OFFICIALS
EDUCATIONAL CONFERENCE
“FIRST PREVENTOR INSTITUTE”**

Note that our timeframe has moved till the end of March.

Monday, March 24, 2025-

Thursday, March 27, 2025

The 2025 conference will be held at

CAMBRIA HOTEL

Lake Placid, New York

[CLICK HERE FOR HOTEL RESERVATIONS](#)

\$144. per night

Rooms are at State Government rate for his time frame.

Rooms must be reserved by February 28, 2025

This year we are pleased to again have on-line registration for the conference. Please read this entire email before proceeding.

Pre-Payment required prior to or at arrival to the Conference.

Pre-Registration required. No walk-ins allowed.

No Credit Cards or On-Line Payment Capability.

Members and Friends, I am also pleased to announce:

This year's focus is on supplying new courses and preparing for the New York State transition to all 2024 Codes.

To accomplish that goal:

Monday will be the most up to date information from the New York State Division of Building Standards and Codes.

Tuesday will highlight the ICC. Their most recent class on the 2024 Residential Code will be presented.

Wednesday will switch to your requested administrative fundamentals and Fire Code classes by Chris Roth.

Thursday will include hands on presentations by Simpson Strong Tie

24 Hours of in-service Credit available

Thank you for your continued interest and support

Conference includes Breakfast, Morning and Afternoon breaks every day. Monday – Wednesday Lunch.

To register for the conference, you will need your NY Training ID and your FDID numbers. They are listed above for your convenience. The on-line registration will ask you if you wish to have your 2025 membership dues of \$30.00 added to your invoice. Please make sure you review these items during the registration process.

The cost of this year's conference is \$455.00.

PAYMENTS MUST BE RECEIVED BEFORE THE CONFERENCE BEGINS.

Click on registration link below and enter your NY Training ID and your FDID number. Please be sure to include the NY or CE and any zeros in the Training ID field. When you click SUBMIT at the bottom of the page you will be directed to a page to enter your personal information. Please make sure all of this data is correctly entered. Once the data is entered correctly and you have made all required choices please click REGISTER at the bottom of the page.

A pdf file will now open in your browser. Please print out these pages for your records. A copy of this information will also be emailed to you.

James E. Morganson
Host First Preventer Institute

Sign up today for Lake Placid's "First Preventer Institute"!

Thank you for your continued support.

FY 2025 Per Diem Rates for Lake Placid, New York

Daily lodging rates (excluding taxes) | October 2024 - September 2025

Primary Destination	County	2024 Oct	Nov	Dec	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Lake Placid	Essex	\$165	\$165	\$165	\$165	\$165	\$144	\$144	\$144	\$144	\$238	\$238	\$165



FY 2025 Per Diem Rates for Lake Placid, New York

Meals & Incidental Expenses (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Lake Placid	Essex	\$86	\$22	\$23	\$36	\$5	\$64.50



RESOLUTION

#16

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution changing the position of Chantel Smith to a full-time position in the Animal Control Office.

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

WHEREAS, by Resolution No. 132 of 2023, the Town Board hired Chantel Smith provisionally for the position of Part-time Animal Control Officer for the Town of Clifton Park , and

WHEREAS, an opening exists for a full-time Animal Control Officer due to the resignation of Victoria Hanna , and

WHEREAS, Terri Cook, Director of Animal Control, has recommended that Chantel Smith be hired provisionally for the position, pending Civil Service Certification; now, therefore be it

RESOLVED, that Chantel Smith is hereby hired as a full-time Animal Control Officer for the Town of Clifton Park, Grade 3, Step 2, Year 1, (25.21/hr, \$46,059/yr) effective immediately.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, January 3, 2025 4:25 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 #1614

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

Department: Animal Control
Your Name: Terri Cook
Your Email: tcook@cliftonpark.org
Sponsor: Supervisor Barrett
Agenda Session Date: 01/06/2025 ✓
Board Meeting Date: 01/21/2025 ✓
Alternate Date: 01/21/2025
Budget Number: E0510
Budget Description: animal control full time
Amount: exxx
Brief Description: Chantel Smith - part time to full time animal control effective immediately
Add Supporting Docs:
Additional Comments/Details: hourly to be determined
Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 132 of 2023, a resolution hiring Chantel Smith as a Part-time Animal Control Officer.

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

WHEREAS, an opening exists for a Part-time Animal Control Officer, and

WHEREAS, Terri Cook, Director of Animal Control, has recommended that Chantel Smith be hired provisionally for the position, pending Civil Service Certification; now, therefore, be it

RESOLVED, that Chantel Smith is hereby hired as a Part-time Animal Control Officer for the Town of Clifton Park at Grade 3, Step 1 (\$21.10 per hour) budgeted from A-3510-E4000 (General Fund-Animal Control- Part-Time Employee), effective immediately.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

June 5, 2023

Teresa Brobston, Town Clerk