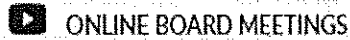




TOWN OF CLIFTON PARK TOWN BOARD MEETING

March 17, 2025

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



I. Call to Order/7:00 P. M. – Wood Room, Town Hall

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **Presentation: Strong like Samantha - Recognition of Kidney Cancer Awareness Month**
- **Resolutions for Consideration**
- **Executive Session**
- **Other Business**

VII. Open Public Privilege

NOTE:

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

VIII. Adjournment

Resolutions for Consideration
Clifton Park Town Board Meeting
March 17, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Highway	Authorize purchase of Case/Farmall Tractor 100C and flail mower under Sourcewell Contracts	D. Bull
2. Highway	Authorize Singlecut Beersmith to use Town roadways for a 5k race on Saturday, May 3, 2025, to benefit the Helping Hands School	D. Bull
3. Buildings & Grounds	Authorize rental of thirty-nine (39) golf carts from Satch Sales for use on July 4th	P. Barrett
4. Buildings & Grounds	Authorize rental of eight (8) electronic sign boards from Donnelly Construction for July 4 th	P. Barrett
5. Buildings & Grounds	Accept the quote from Surpass Chemical Co., Inc to supply pool chemicals for the three (3) Town pools	P. Barrett
6. Buildings & Grounds	Authorize replacement of the mixing board, audio rack and cables for the Clifton Common Stage sound system	P. Barrett
7. Parks & Recreation	Authorize the hiring of returning and new seasonal help for the Summer 2025 Parks & Recreation Programs	L.Walowit & A.Reid
8. Planning	Issuance of a Negative Declaration for executing an EPF Grant Award with NYS OPRHP for receiving funds to assist and acquire a 32.31-acre parcel of land adjacent to Riverview Road	P. Barrett
9. Planning	Authorize acceptance of grant funds from NYS OPRHP under Title 9 of the Environmental Protection Act of 1993, to assist with funding the acquisition of a 32.31-acre parcel adjacent to Riverview Road	P. Barrett

- | | | |
|----------------|--|------------|
| 10. Planning | Schedule a Public Hearing on April 7, 2025 at 7:05pm to consider a local law establishing a 180-day moratorium on Battery Energy Storage Systems facilities. | P. Barrett |
| 11. Planning | Authorize Supervisor to execute a Engineering Design Contract for the Sitterly Road Intersection and Sidewalk Connectivity Project | P. Barrett |
| 12. Town Board | Authorize transfer from Undesignated Fund for two days of free bulk waste drop-off for Town residents | 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 authorizing the Highway Superintendent to purchase a Case/ Farmall 100C Tractor to be installed with a side flail mower, both to be purchased under Sourcewell Contracts.

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

WHEREAS, the Superintendent of Highways, Dahn Bull, requests authorization to purchase a Case/Farmall 100C Tractor and a flail mower to be installed on this new tractor, to use for maintaining the rights-of-way and sight distances of Town roads, and

WHEREAS, both the tractor and flail mower are available under Sourcewell Contracts, contract #082923 and #070821, respectively, in an amount not to exceed \$123,333, and

WHEREAS, the Case/Farmall 100C Tractor is available from Salem Farm Supply, Salem, NY, and the flail mower is available from Stephenson Equipment, Inc., Albany, NY; now, therefore, be it

RESOLVED, that the Clifton Park Town Board authorizes the Superintendent of Highways to purchase a Case/Farmall 100C Tractor, and a flail mower for this new tractor, under Sourcewell Contracts #082923 and #070821, respectively, in an amount not to exceed \$123,333, to be paid with a municipal lease, terms to be determined. The payment of the lease will come from DA-05130-00145 (Highway Fund – Highway Machinery – Lease Payments).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, February 24, 2025 2:10 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1672

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

Department: Highway Department
Your Name: Dahn Bull
Your Email: dbull@cliftonpark.org
Sponsor: D. Bull
Agenda Session Date: 03/03/2025 ✓
Board Meeting Date: 03/17/2025 ✓
Alternate Date: 04/07/2025
Budget Number: DA-5130-219
Budget Description: Vehicle/Equipment
Amount: \$123,333.00
Brief Description: Purchase of a Case/Farmall Tractor, 100C, to be installed with a side flail mower by Diamond Mower.

The tractor will be from Salem Farm Supplies, and the flail mower to be provided with installation by Stephenson Equipment, Inc.

The use of this machine is to maintain the right-of-ways and sight distances of roads throughout town.

Both Contracts are from Sourcewell.
Case - Contract #082923 CNH-1
Diamond - Contract #070821-DMM

Full contracts can be made available but are both too large to upload to the website.

Add Supporting Docs:
[bc659926db3bfc56_20250224140610496-1.pdf](#)

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

[unsubscribe](#)

SALEM
FARM SUPPLY

Salem Claverack

RANDALL
IMPLEMENTS

Fultonville

1-800-999-FARM

Please Remit Payment:

5109 STATE ROUTE 22 SALEM, NY 12865

Ship To: IN STORE PICKUP

Invoice To: TOWN OF CLIFTON PARK
1 TOWN HALL PLAZA
CLIFTON PARK NY 12065

Branch 01 - SALEM		
Date 02/24/2025	Time 9:40:28 (O)	Page 1
Account No CLIFT004	Phone No	Est No 09 Q02550
Ship Via	Purchase Order	
Tax ID No		
Salesperson SHANE WHITNEY		006

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 06/25/2025 Amount

SOURCEWELL CONTRACT # 082923 CNH-1
SALE PRICE FOR THE CASE FARMALL CASE 100C PS INCLUDES CASE
FREIGHT CHARGE AND SOURCEWELL \$19,479 DISCOUNT.

Stock #: ? Serial #: 74879.00

Hours: 0
CASE FARMALL 100C PS DELUXE CAB
ENGINE: 100hp
TRANSMISSION: 12x12 Power Shuttle
332850 Delux Fabric Seat w/Air Susp
HAND PARKING BRAKE
3PT HITCH CONTROL: 3-pt EXTERNAL CONTROL (mech)
DRAFT CONTROL TOP-LINK SENSING
540 RPM PTO
FRONT AXLE: 4WD+EH LIMITED SLIP+HD
REAR FENDERS
CHARGING: 120 AMP ALTERNATOR
PIN CONNECTOR: STD+30AH+HORN+ACS

Stock #: ? Serial #: 9475.00

Hours: 0
ALLIANCE 550 MULTI-USE 300/80R24 FRONT, 440/80R30 REAR
TIRES MOUNTED ON CASE IH SILVER RIMS

Stock #: ? Serial #: 1320.00

Hours: 0
LABOR:
SET UP CASE IH 100C TRACTOR
INSTALL ALLIANCE WHEELS & TIRES
LOAD LEFT TIRE
TRANSPORT TO SEI

Subtotal: 85674.00

Quote Total: 85674.00

Authorization: _____

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be made in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse, or negligence. This guarantee is not transferable.

Buyers Signature: _____

Date: _____

I HEREBY AGREE to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order.

THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER

Notice to the buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign.

Salesman: _____

Accepted by (Dealer Signature): _____



STEPHENSON EQUIPMENT, INC.
www.stephensonequipment.com

Harrisburg, PA Pittston, PA Prospect Park, PA
800-325-6455 866-667-6756 800-220-4033
Syracuse, NY Albany, NY
800-368-6455 518-357-2200

T/O Clifton Park Hwy Dept. Jim Ryan Town Hall Plaza Clifton Park, NY 12065	Phone: Fax: Email:	Rep.: Jeffrey Lantz C#518-491-8598 jlantz@stephensonequipment.com Date: 02/21/2025
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Qty	Item #	Name	Source Price
1	DSF075-C	Diamond Mowers - Flail Mower 75" side mount flail mower hyd cooling pkg, pump & grill guard and electric travel lock.	\$28,386.00
1	301	auto shut off switch	\$885.00
1	48-0006	Installed @ <u>Sei Waterford</u> on supplied tractor	\$5,538.00
	Reference:	Case Farmall 100C Cab, 4wd Tractor See Salem Farm Supply - supplied tractor quote for pricing and details	
1		Factory freight from Sioux Falls, SD to Sei Waterford	\$2,850.00
	Note:	Pricing reflects current Source Well Contract #070821-DMM Lead time: TBD at time of order	
Sub Total			\$37,659.00
Shipping & Handling			
Taxes 0.000%			\$.00
TOTAL			\$37,659.00

Comments: Quote valid for 60 days	Office Use Only:
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Driven By Customer Satisfaction Since 1957



Diamond Mowers

Pricing for contract #070821-DMM is provided at the below discount percent off of List Price to Sourcewell participating agencies.

- Tractor/Wheel Loader Products 20% off of published List Price
- Skid-Steer Products 15% off of published List Price
- Excavator Products 10% off of published List Price

DIAMOND MOWERS, LLC
350 E 60th Street North
Sioux Falls, SD 57104

Info@DiamondMowers.com
Office: 605.977.3300
Fax: 605.655.6870

DIAMONDMOWERS.COM



Case IH Utility Farmall 100C



UTILITY FARMALL 100C

CASE IH UTILITY FARMALL C SERIES



PRINT

36
Shares

OVERVIEW

Offering up to 99 HP, coupled with proven reliability and deluxe features, the Farmall® 100C gets the job done without sacrificing comfort.

FEATURES

TRANSMISSION

Transmission Options Suited to Your Needs

Farmall medium utility C series tractors feature transmission options optimized for each model. Choose the transmission that best meets your needs and the way you plan to use your tractor. You can rest assured the transmission you select will be easy to operate and will help you get your work done easier.

Choose From:

- Optional 12x12 power shuttle plus synchro-shift
- Optional 12x12 power shuttle plus synchro-shift with creeper
- Optional 24x24 power shuttle with Hi-Lo

ENGINE

Efficient Horsepower with No Regeneration

A powerful, 4-cylinder, 3.4-L FPT engine features a quick throttle response and builds power fast with a range of 86-117 horsepower.

Common Rail Direct Injection: An electronic high-pressure, common rail fuel injection system precisely meters fuel as power demands, delivering both performance and fuel efficiency. This fuel system also provides improved throttle response, fast recovery to load and quieter engine operation with less vibration.

Tier 4 B/Final Compliant: Engines use an Internal Cooled Exhaust Gas Recirculation (CEGR) system to meet Tier 4 B/Final requirements.

No regeneration: Unlike some competitive utility tractors, Case IH Farmall utility C series tractors do not require a diesel particulate filter, avoiding downtime and increasing productivity with no regeneration.

OPERATOR ENVIRONMENT

Visibility, Comfort and Control Built for You

When we say you can select your comfort zone, we mean it. Cabs are standard on all Farmall utility C models. Or choose the non-cab option knowing you're not giving up many of the same deluxe features. Either way, we have designed the operator environment with comfort, convenience, and visibility in mind.

HITCHES

A Hitch For Maximized Productivity

Heavy-duty 3 Point Hitch: Telescopic lower links and stabilizers simplify implement attachment. A single turnbuckle levels attachments.

Hitch Lift Capacities: 4,339 lb. 24 inches behind the pin

Extendable drawbar: An extendable drawbar lets you customize hitched implements to your desired position or move the drawbar to keep it out of the way when not in use.

HYDRAULICS

Heavy-Duty Hydraulics

Separate steering and implement hydraulic reservoirs let you lift heavy loads without sacrificing your ability to steer. The open center hydraulic system and remote valve options coupled with a 3-point hitch make the tractors capable of handling nearly any implement. Farmall medium utility C models pump 16.9 gpm.

Remotes: Two rear remotes come standard. For even greater flexibility and productivity, add an optional third remote. Also, tractors with the factory-installed, loader-ready option feature two mid-mount remotes.

Loader Lift Capacity

- Paired with Case IH L103 loader: 2,205 lb. (NSL) / 3,241 lb. (MSL)
- Paired with Case IH L575 loader: 2,028 lb. (NSL) / 3,175 lb. (MSL)
- Paired with Case IH L620 loader: 2,478 lb. (NSL) / 3,179 lb. (MSL)
- Paired with Case IH L630 loader: 2,632 lb. (NSL) / 3,428 lb. (MSL)

PTO OPTIONS

Power Take-Off Options For Every Job

PTO configurations depend on the tractor model you choose. Standard and optional configurations include 540 rpm, 540/540E and 1,000 rpm. The 540/540E PTO option provides greater fuel efficiency during less-demanding applications.

Farmall 90C, 100C and 110C with 12x12 Transmission:

- Standard: 540 rpm
- Optional: 540/1,000 rpm

Farmall 90C, 100C and 110C with 24x24 Hi-Lo Transmission:

- 540/1,000 rpm

Farmall 120C with 12x12 or 24x24 Transmission:

- Standard: 540/540E rpm
- Optional: 540/1,000 rpm

AXLES AND TIRES

The Right Traction and Tires for the Job

Choice is good. Whether cutting, putting up or hauling hay, cleaning cattle pens or moving snow and maintaining the farmstead, Farmall utility C series tractors deliver all the power and traction you need.

2WD or MFD

Choose the best option — depending on the traction and maneuverability your operation demands. The 2WD option is ideal for lighter field work and maximum maneuverability. Go with MFD for improved traction and increased power to the ground.

Tire Options

Bar tread — optimal traction for agricultural applications

Utility tread — a longer-life option for use on hard surfaces and a smoother ride while roading.

SPECIFICATIONS

MODEL

Farmall Utility 100C

DESCRIPTION

Classification Horsepower

100

Drive Type

Wheeled Tractor

Drive Configuration

4WD

ENGINE PERFORMANCE

Engine Power hp [kW]

99 [74]

Maximum Power hp [kW]

99 [74]

POWER TAKE OFF (PTO)

PTO Power hp [kW]

85 [63]

540 Available?

Yes

540E Available?

Optional

BASIC ENGINE

Engine Make

Case IH FPT

Engine Model

3.4 L

TRANSMISSION CONFIGURATION

Transmission Type

4 synchro gears, 3 non-synchro ranges

Number of Forward Speeds

12

Number of Reverse Speeds

12

Maximum Speed Forward - mph (kph)

18.6 or 25 (30 or 40)

HYDRAULIC SYSTEM

Implement Pump Flow gallons (US) / min [lt/min]

0 [64]

Number of Remote Valves

2 std; 3 opt

3-POINT HITCH FEATURES

3-Point Hitch Category

Category 2

3-POINT HITCH LIFT CAPACITY

Standard Lift Capacity 24 Inches Behind Pin lbs [kg]

4339 [1968]

WHEELBASE / TRACKBASE

Wheelbase/Trackbase inches [mm]

90 [2285]

LENGTH

Length inches [mm]

160 [4064]

HEIGHT

Height to Top of Cab inches [mm]

102 [2594]

Height of Top of ROPS inches [mm]

106 [2700]

WIDTH

Overall Width inches [mm]

76 [1923]

WEIGHT

Weight, Total Allowable lbs [kg]

9392 [4260]



RELIABLE PERFORMANCE, POLISHED RESULTS

TR FLAIL MOWERS

Diamond's Flail Mowers provide a cut that's manicured and clean. As the toughest and most reliable on the market, you won't find a more precise piece of heavy-duty equipment, anywhere.



SPECIFICATIONS



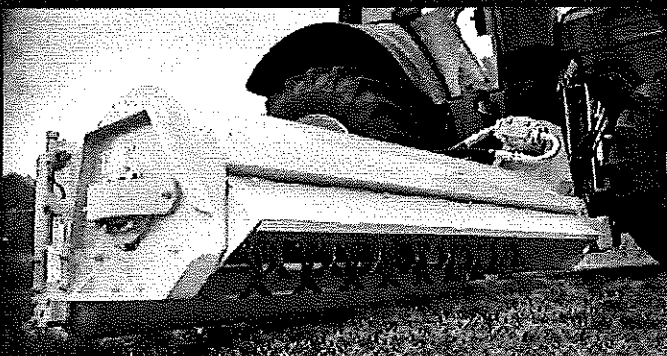
CUTS THE THICKEST GRASS & OCCASIONAL LIGHT BRUSH UP TO 2"



AVAILABLE CUT WIDTH UP TO 22'



CONFIGURATIONS: SIDE | REAR | TWIN TRIPLE | REAR SWING



SMART DESIGN, LESS DOWNTIME

Every Diamond Flail Mower comes equipped with:

- Self-cleaning, reversible knives
- Replaceable skid shoes
- Adjustable ground roller height
- Both the discharge flap and protective bonnet shield protect the equipment, the operator and bystanders

IDEAL APPLICATIONS



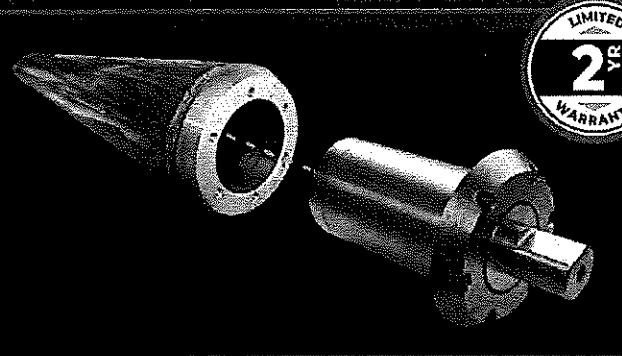
ROADSIDE MAINTENANCE



AIRPORT MOWING



DITCHING MOWING



INDUSTRY LEADING GROUND ROLLER

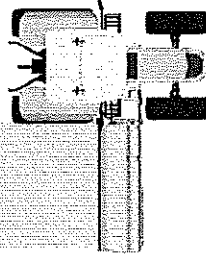
- Lubricated in a sealed oil bath, the ground roller requires no daily maintenance or greasing.
- The tapered ground roller edge keeps turns smooth without scuffing, while decreasing wear from road edges.
- Bearings are located inside the ground roller tube for added protection and increased bearing clearance to limit material build-up at the edges of the mower.

AVAILABLE CONFIGURATIONS

MANAGE VEGETATION PRECISELY

SIDE FLAIL

COVERS AREAS
UP TO 90"

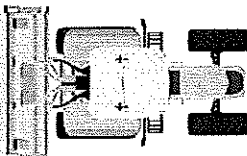


FEATURES INCLUDE

- Available cut widths: 60" | 75" | 90"
- Hydraulically driven

REAR FLAIL

COVERS AREAS
UP TO 110"

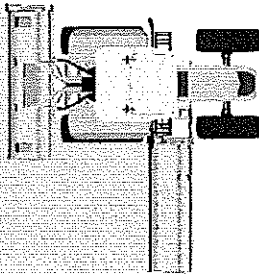


FEATURES INCLUDE

- Available cut widths: 90" | 102" | 110"
- 540 PTO Driven
- Cat II 3-PT Hitch
- Available in center and offset models

TWIN FLAIL

COVERS AREAS
UP TO 16'

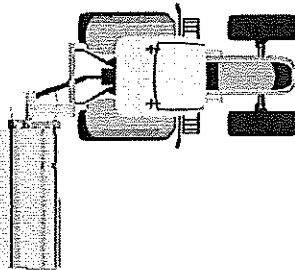


FEATURES INCLUDE

- Side Flails available cut widths: 60" | 75" | 90"
- Rear Flails available cut widths: 90" | 102" | 110"
- Covers large areas up to 16'
- Hydraulically driven side and 540 PTO rear
- Highly efficient
- Offset option ensures overlap with side flail

REAR SWING FLAIL

COVERS AREAS
UP TO 75"



FEATURES INCLUDE

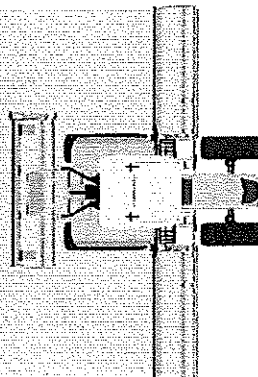
- Available cut widths: 75"
- Swings out past the rear tire on most tractors
- Mows at 50° down angle and 90° vertical angle
- 540 PTO Driven
- Cat II 3-PT Hitch
- Cuts in hard-to-reach places with side shift and drop
- Able to run in standard or reverse rotation to match cutting conditions

TRADITIONAL TRIPLE FLAIL

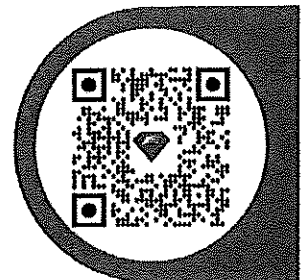
COVERS AREAS
UP TO 22'

FEATURES INCLUDE

- Side Flails available cut widths: 60" | 75" | 90"
- Rear available cut widths: 110"
- Over cut width 17.5' | 19.5' | 22'
- 540 RPM PTO driven rear flail
- Independent side mower controls
- Available on Deere 6000E series tractors



LEARN MORE



TR-FLAIL-MOWERS
R2-V4-09/24/24

CONTACT US



email hello@diamondmowers.com



web diamondmowers.com



main office 605.977.3300



RESOLUTION

#2

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 SingleCut Beersmiths Brewery to use Town roadways for their 5k charity road race, on Saturday, May 3, 2025.

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

WHEREAS, SingleCut Beersmiths Brewery has requested the use of the Town of Clifton Park roadways as specified in the attachment hereto, for the purpose of holding a 5k charity road race on Saturday, May 3, 2025 from 10:00 AM until the last participant completes the course, and

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

RESOLVED, that the Town Board hereby authorizes SingleCut Beersmiths Brewery to use Town roadways as specified in the attachment hereto, May 3, 2025 at 10:00 AM, for the purpose of holding a 5k charity road race to benefit Helping Hands School, and be it further

RESOLVED, that this approval is expressly conditioned upon receipt prior to April 18, 2025, in the Office of the Highway Superintendent of an insurance certificate in the amount of \$4,000,000 naming the Town of Clifton Park as an additional insured; and be it further

RESOLVED, that this approval is expressly conditioned upon the roads not being closed but employees of SingleCut Beersmiths Brewery are permitted to temporarily stop traffic with the assistance of professional traffic control volunteers or hired contractors at each end of the course in the event both a vehicle and race participant arrive at the same time.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, March 11, 2025 9:56 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1689

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 03/18/2025 ✓

Board Meeting Date: 03/17/2025 ✓

Alternate Date: 03/17/2025

Budget Number: NA

Budget Description: NA

Amount: NA

Brief Description: Resolution No. of 2025, a resolution authorizing Singlecut Beersmiths Brewery to use Town roadways for their 5k charity road race, on Saturday, May 3, 2025.

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

WHEREAS, Singlecut Brewery has requested the use of the Town of Clifton Park roadways as specified in the attachment hereto, for the purpose of holding a 5k charity road race on Saturday, May 3, 2025, from 10:00AM until the last participant completes the course, and

WHEREAS, the event sponsors have coordinated with the Town's Highways Superintendent for the safe use of Town road; and,

WHEREAS, This annual 5K Race brings in hundreds of runners and thousands of visitors to the Town of Clifton Park, now, therefore, be it

RESOLVED, that the Town Board hereby authorizes Singlecut Brewery to use Town roadways, as specified in the attachment hereto, May 3, 2025 at 10:00 a.m., for the purpose of holding a 5k charity road race to benefit Helping Hands School, and be it further

RESOLVED, that this approval is expressly conditioned upon receipt prior to April 18, 2025, in the Office of the Highways Superintendent of an insurance certificate in the amount of \$4,000,000 naming the Town of Clifton Park as an additional insured; and be it further

RESOLVED, that this approval is expressly conditioned upon the roads not being closed, but employees of Singlecut Brewery are permitted to temporarily stop traffic with the assistance of professional traffic control volunteers or hired contractors at each end of the course in the event both a vehicle and race participant arrive at the same time.

Add Supporting Docs:

[357994793010f8e4_NY18040JG_Singlecut_5k_Course.pdf](#)

[71202c25bd70b624_2025_Application_letter.pdf](#)

Additional Comments/Details: We just received the course information and will not be able to get the certificate of insurance until mid April.

Agree to Terms: Agree

[unsubscribe](#)



**Road Running Technical Council
USA Track & Field
Measurement Certificate**



Name of the course The Chosen Run (Revised) Distance 5 km
 Location (state) NY (city) Clifton Park
 Type of course: road race calibration course
 Measuring method: bicycle steel tape electronic distance meter
 Measured by (name, address, phone & e-mail) Jim Gilmer, 201-852-3562

Race contact (name, address, phone & e-mail) Carl Ewald, Executive Director, Tiburon Endurance Sports, Inc.
110 West Front St, Media, PA, 19063; 484-716-8331; carl@greatamericanbreweryruns.com

Date(s) when course measured: February 20, 2018; remeasured May, 13, 2018

Number of measurements of entire course: 2 Course Configuration: keyhole

Elevation (meters above sea level) Start 84.43 Finish 84.43 Highest 115.21 Lowest 75.59

Straight line distance between start & finish 0.0 Drop 0.0 m/km Separation 0.0 %

Type of surface: paved 100 % dirt - % gravel - % grass - % track - %

Effective date of certification: May 14, 2018 Certification code: NY18040JG

Course revised to reverse route.
through subdivision

Notice to Race Director: Use this Certification Code
in **all** public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If **any** changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year **2028**

AS NATIONALLY CERTIFIED BY:

Digitally signed by Jim Gilmer
DN: cn=Jim Gilmer, o=USATF Road Running
Technical Council, ou=Regional Certifier, New
York, email=jim.gilmer@gmail.com, c=US
Date: 2018.05.14 10:44:49 -04'00'

Date: May 14, 2018

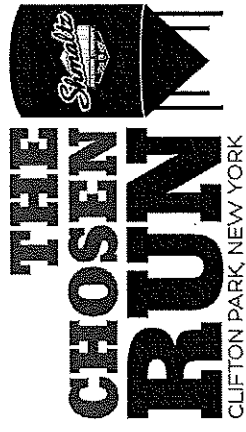
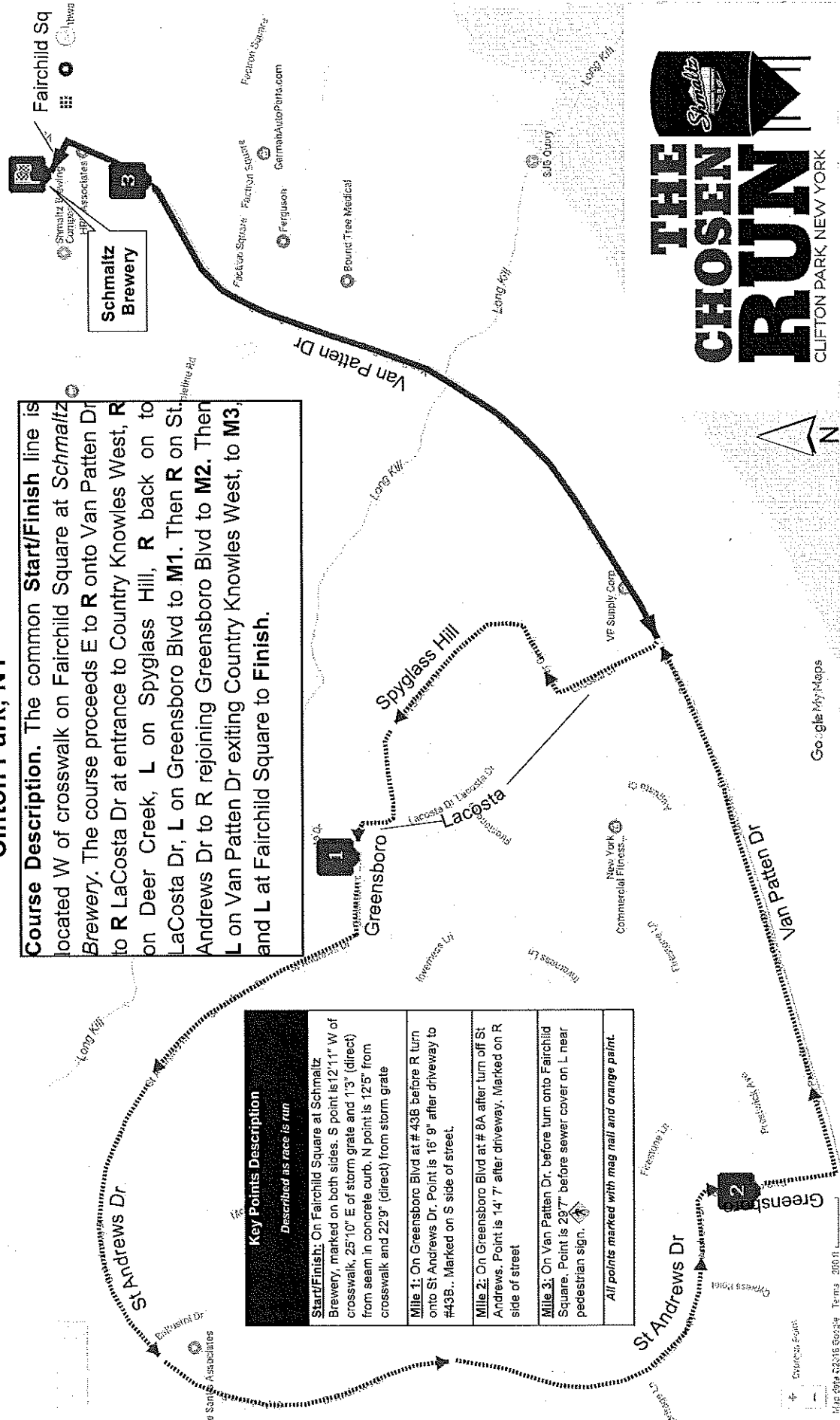
James A. Gilmer, USATF/RRTC Certifier • 232 Van Wies Point Rd., Glenmont, NY 12077-4222
 Phone: 518-852-3562 • Email: jim.gilmer@gmail.com

The Chosen Run (Revised)

Clifton Park, NY

Course Description. The common Start/Finish line is located W of crosswalk on Fairchild Square at Schmalz Brewery. The course proceeds E to R onto Van Patten Dr to R LaCosta Dr at entrance to Country Knowles West, R on Deer Creek, L on Spyglass Hill, R back on to LaCosta Dr, L on Greensboro Blvd to M1. Then R on St. Andrews Dr to R rejoining Country Knowles Blvd to M2. Then L on Van Patten Dr exiting Country Knowles West, to M3, and L at Fairchild Square to Finish.

Key Points Description
<i>Described as race is run</i>
Start/Finish: On Fairchild Square at Schmalz Brewery, marked on both sides. S point is 12'11" W of crosswalk, 25'10" E of storm grate and 1'3" (direct) from seam in concrete curb. N point is 12'5" from crosswalk and 22'9" (direct) from storm grate
Mile 1: On Greensboro Blvd at # 43B before R turn onto St. Andrews Dr. Point is 16' 9" after driveway to #43B.. Marked on S side of street.
Mile 2: On Greensboro Blvd at # 8A after turn off St Andrews. Point is 14' 7" after driveway. Marked on R side of street
Mile 3: On Van Patten Dr. before turn onto Fairchild Square. Point is 29'7" before sewer cover on L near pedestrian sign.
<i>All points marked with mag nail and orange paint.</i>



CLIFTON PARK, NEW YORK



USATF Certificate
 NY18040JG
 Effective: 05/14/2018
 through 12/31/2028

Tiburon Endurance Sports, Inc.

110 West Front Street
Media, Pa. 19063

Email: carlewald@gmail.com
Telephone: (484)716-8331
Fax: (610)565-7682

February 18, 2025

Dahn Bull, Highway Superintendent
Town of Clifton Park
639 Clifton Park Center Rd
Clifton Park, NY 12065

Re: Running Race at SingleCut Brewery

Dear Superintendent Bull,

I am writing to seek approval from the Town of Clifton Park for our ninth annual 5k starting and finishing at the SingleCut Beersmiths Brewery on 6 Fairchild Square.

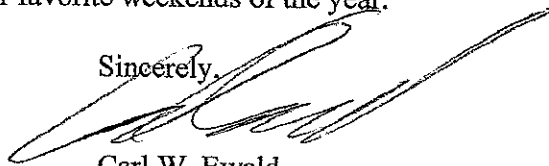
This year we hope the race will again bring in 900 runners. Race day will be Saturday, May 3, 2025.

The route will stay the same as the past years. The race will start at 10:00am and be over by 11:00am. We will work with the Sheriff for traffic control. We are happy to report that the race will, once again, benefit the Helping Hands school.

As we get closer to race week, we will post signs in the neighborhoods along the route to advise of the coming race. I will also provide a certificate of insurance naming the Town as a named insured under the race policy. Our Workers Compensation insurance should already have sent you a certificate for 2025.

If you have any questions, please reach out to me at 484-716-8331. We are very excited to come back in 2025. It is one of our favorite weekends of the year.

Sincerely,



Carl W. Ewald



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 the rental of thirty-nine (39) golf carts from Satch Sales for the July 4th celebration at Clifton Common.

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

WHEREAS, quotes were requested by Daniel Clemens, Director of Buildings, Parks and Recreation, for golf cart rentals for the July 4th celebration at Clifton Common, and

WHEREAS Satch Sales, 63 Broadway, Menands, NY submitted the only conforming quote at a cost not to exceed \$6,615, which includes round-trip delivery of the golf carts, and

WHEREAS, Mr. Clemens has recommended the golf carts be rented from Satch Sales for communication, coordination and security at the Town's 4th of July events; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign an agreement with Satch Sales for the rental of thirty-nine (39) golf carts for the 2025 July 4th celebration at Clifton Common; and be it further

RESOLVED that the Comptroller is authorized to pay \$6,615 for the rental and round-trip delivery of these thirty-nine (39) golf carts from account A-7550-52 (General Fund-Festivals-July 4th Fest).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, February 25, 2025 10:45 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1674

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: 03/03/2025 ✓

Board Meeting Date: 03/17/2025 ✓

Alternate Date: 04/07/2025

Budget Number: A-7550-052

Budget Description: General Fund - Festival/performing arts - July 4th fest

Amount: 6,616.00

Brief Description: rental of golf carts from Satch Sales for the 4th of July

Add Supporting Docs:

[ef1f2e869feed7cc_J4_2025_golf_cart_rental_res_packet_2.25.25.pdf](#)

Additional Comments/Details: various types of carts - 2,4 & 6 seaters, utility carts and EMS carts

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: February 25, 2025

Description: Golf cart rental - July 4th

Vendor #1: Satch Sales - \$6,615.00 *

Vendor #2: Herc Rentals - carts not available during that time period

Vendor #3:

Vendor #4:

Vendor #5:

Vendor #6:

Comments: only local vendors we can find

Decision: Satch sales - \$6,615.00

Regan, Tromblee

From: Todd, Lori <Lori.Todd@hercrentals.com>
Sent: Wednesday, February 19, 2025 3:22 PM
To: Regan, Tromblee; Guarino, Ian
Subject: RE: Light Towers & Message Boards

Hi Regan,

After consulting with our management team, we will politely have to withdraw again this year for the bid. Being that it is for a short-term rental, we cannot source this equipment from our sister branches to fulfill the order. As you know the delivery costs would exceed the rental costs. Hence why we lost the bid last year. We do carry a large fleet of light towers and carts but they are contracted out during that time period.

Please keep us mind through out the year for any other rental needs, such a chippers, generators, bucket & dump trucks.

Stay warm & thank you again for including us.

Lori

Lori Todd
Territory Sales Representative
Herc Rentals Inc. | 3 Avis Drive, Latham NY 12110
P 518-783-4598 | C 518-918-9027
Lori.Todd@HercRentals.com | HercRentals.com

HercRentalsTM



From: Regan, Tromblee <rtromblee@cliftonpark.org>
Sent: Monday, February 10, 2025 2:52 PM
To: Todd, Lori <Lori.Todd@hercrentals.com>; Guarino, Ian <Ian.Guarino@hercrentals.com>
Subject: [EXTERNAL] RE: Light Towers & Message Boards

Thankyou, Lori.



RESOLUTION

#4

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 rental of eight (8) electronic message boards from Donnelly Construction, Inc. for the 2025 July 4th celebration at Clifton Common.

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

WHEREAS, quotes were requested by Daniel Clemens, Director of Buildings, Parks and Recreation, for electronic message boards for the July 4th celebration at Clifton Common, and

WHEREAS Donnelly Construction, Mechanicville, NY submitted the lowest conforming quote at a cost not to exceed \$5,600, which includes round-trip delivery of the message boards, and

WHEREAS, Mr. Clemens has recommended the message boards be rented from Donnelly Construction, Inc, to be used in various locations throughout Town for traffic and safety messaging regarding the Town's July 4th events, now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign an agreement with Donnelly Construction, Inc., for the rental of eight (8) electronic message boards for the 2025 July 4th celebration at Clifton Common, and be it further

RESOLVED that the Comptroller is authorized to pay \$5,600 for the rental and round-trip delivery of these eight (8) message boards from account A-7550-52 (General Fund-Festivals-July 4th Fest).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, February 25, 2025 10:49 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1675

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: 03/03/2025 ✓
Board Meeting Date: 03/17/2025 ✓
Alternate Date: 04/07/2025
Budget Number: A-7550-052
Budget Description: General Fund - Festival/Performing Arts - July 4th Fest
Amount: 5,600.00
Brief Description: 1-week rental of electronic message boards from Donnelly Construction for the 4th of July
Add Supporting Docs:
[0012e70b3faee040_J4_2025_message_boards_res_packet_2.25.25.pdf](#)

Additional Comments/Details: these signs are rented for a week because they will have traffic and closure warnings days in advance

Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: February 25, 2025

Description: 1-week rental of (8) electronic message boards

July 4th

Vendor #1: United Rentals - \$7,630.38

Vendor #2: Donnelly Construction Inc. - \$5,600.00 *

Vendor #3: Herc Rentals - declined

Vendor #4:

Vendor #5:

Vendor #6:

Comments:

Decision: Donnelly Construction Inc. - \$5,600.00

BRANCH 10N
5 FRITZ BLVD
ALBANY NY 12205-4950
518-869-5335
518-869-0588 FAX

244820116

Job Site

CLIFTON COMMON
16 CLIFTON COMMON BLVD
CLIFTON PARK NY 12065-3634

Office: 518-371-6651

Customer # : 769732
Quote Date : 02/24/25
Estimated Out : 07/04/25 09:00 AM
Estimated In : 07/05/25 09:00 AM
UR Job Loc : 16 CLIFTON COMMON BL
UR Job # : 22
Customer Job ID:
P.O. # : TBD
Ordered By : REGAN CARDONA
Written By : STEPHANIE MASSACONI
Salesperson : STEPHANIE MASSACONI

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

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Estimated Amt.	
Qty	Equipment	Description					
8	5512055	MESSAGE BOARD SOLAR		332.00	783.00	1,399.00	2,656.00
						Rental Subtotal:	2,656.00
SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure			Extended Amt.	
Qty	Item						
1	DELIVERY CHARGE	683.190	EACH			683.19	
1	PICKUP CHARGE	683.190	EACH			683.19	
						Sales/Misc Subtotal:	1,366.38
						Agreement Subtotal:	4,022.38
						Estimated Total:	4,022.38

COMMENTS/NOTES:

CONTACT: KIERAN LYNCH
CELL#: 518-888-4779

Week:
 $\$783 \times 8 = \$6,264.$
 $+ 683.19$
 $+ 683.19$

 $\$7,630.38$

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



PO Box 150 Mechanicville, NY 12118
 Phone: 518-664-9435 Fax: 518-664-1601
 Federal ID# 14-1771716

Quotation

#2246

Date: 2/10/2025
 Submitted By: HATALSKY
 Job #: 2246
 DOT #:
 PO Number:

Customer:
 TOWN OF CLIFTON PARK
 1 TOWN HALL PLAZA
 CLIFTON PARK NY 12065
 Regan Cardona 518-371-6651 x251
 rcardona@cliftonpark.org

Project:
 JULY 4TH CELEBRATION
 Clifton Commons
 Clifton Park NY

Item #	Description	Qty/UOM	Price	Amount	Txbl
Pick Up Charge	Pick Up Charge (8) VMS Boards	8 LS	\$100.00	\$800.00	<input type="checkbox"/>
Delivery	Delivery (8) VMS Boards	8 LS	\$100.00	\$800.00	<input type="checkbox"/>
PVM	Portable Variable Mess. Boards	1 Week	\$500.00	\$500.00	<input type="checkbox"/>
PVM	Portable Variable Mess. Boards	1 Week	\$500.00	\$500.00	<input type="checkbox"/>
PVM	Portable Variable Mess. Boards	1 Week	\$500.00	\$500.00	<input type="checkbox"/>
PVM	Portable Variable Mess. Boards	1 Week	\$500.00	\$500.00	<input type="checkbox"/>
PVM	Portable Variable Mess. Boards	1 Week	\$500.00	\$500.00	<input type="checkbox"/>
PVM	Portable Variable Mess. Boards	1 Week	\$500.00	\$500.00	<input type="checkbox"/>
PVM	Portable Variable Mess. Boards	1 Week	\$500.00	\$500.00	<input type="checkbox"/>
PVM	Portable Variable Mess. Boards	1 Week	\$500.00	\$500.00	<input type="checkbox"/>

SUBTOTAL: \$5,600.00

NOTES:

Estimated Tax: \$0.00

Week → **TOTAL:** \$5,600.00

TERMS AND CONDITIONS

Notes:

- A. RENTAL PRICE IS FOR PICK-UP/DROP-OFF AT DCI YARD, MECHANICVILLE, UNLESS OTHERWISE STATED.
- B. ALL QUOTES VOIDED AFTER 30 DAYS
- C. RENTAL CUSTOMER RESPONSIBLE FOR COLD WEATHER FUEL TREATMENT TAKING ACTION TO PREVENT COMMON COLD WEATHER "NON STARTING" CONDITIONS WHILE ON RENT.
- D. A CERTIFICATE OF INSURANCE MUST BE ON FILE WITH DCI PRIOR TO ANY RENTAL.
- E. RENTAL CUSTOMER RESPONSIBLE FOR TOLLS VIOLATIONS WHILE ON RENT.
- F. RENT WILL CONTINUE UNTIL EQUIPMENT IS RETURNED TO DCI YARD DURING NORMAL BUSINESS HOURS

Regan, Tromblee

From: Todd, Lori <Lori.Todd@hercrentals.com>
Sent: Wednesday, February 19, 2025 3:22 PM
To: Regan, Tromblee; Guarino, Ian
Subject: RE: Light Towers & Message Boards

Hi Regan,

After consulting with our management team, we will politely have to withdraw again this year for the bid. Being that it is for a short-term rental, we cannot source this equipment from our sister branches to fulfill the order. As you know the delivery costs would exceed the rental costs. Hence why we lost the bid last year. We do carry a large fleet of light towers and carts but they are contracted out during that time period.

Please keep us mind through out the year for any other rental needs, such a chippers, generators, bucket & dump trucks.

Stay warm & thank you again for including us.

Lori

Lori Todd
Territory Sales Representative
Herc Rentals Inc. | 3 Avis Drive, Latham NY 12110
P 518-783-4598 | C 518-918-9027
Lori.Todd@HercRentals.com | [HercRentals.com](https://www.HercRentals.com)

HercRentals™



From: Regan, Tromblee <rtromblee@cliftonpark.org>
Sent: Monday, February 10, 2025 2:52 PM
To: Todd, Lori <Lori.Todd@hercrentals.com>; Guarino, Ian <Ian.Guarino@hercrentals.com>
Subject: [EXTERNAL] RE: Light Towers & Message Boards

Thank you, Lori.



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 awarding the bid for pool chemicals for the Barney Road, Locust Lane and Burning Bush pools for the 2025 Season.

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

WHEREAS, on February 25, 2025, bids were received for the above-referenced contract, and

WHEREAS, the Daniel Clemens, Director of Buildings, Parks and Recreation, has recommended that the bid for pool chemicals for the three town pools be awarded to Surpass Chemical Co., Inc. for the following amounts:

- Sodium Hypochlorite Per Gallon \$3.52/gal
- Car Boy Bleach 5 Gallon Container \$19.35/container
- Muriatic Acid Per Gallon in 15-gallon drum \$8.15/gal
- Drum Deposit \$10.00 per carboy
- Sodium Bisulfate Per Pound \$0.89/pound
- Delivery Fuel Surcharge \$75.00

Now, therefore be it

RESOLVED, that the Town Board hereby accepts and awards the above-referenced bid to Surpass Chemical Co., Inc., 1254 Broadway, Albany, NY to be paid as follows: from line A-7150-045 (General Fund-Barney Road Pool – Supplies), from line A-7152-045 (General Fund-Locust Lane Pool – Supplies) and from line A-7151-045 (General Fund-Country Knolls Pool – Supplies), in accordance with the amount used at each pool.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, February 26, 2025 7:52 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1676

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: 03/03/2025 ✓

Board Meeting Date: 03/17/2025 ✓

Alternate Date: 04/07/2025

Budget Number: A-7150-045 A-7151-045 A-7152-045

Budget Description: General Fund - Barney Road Pool - Supplies General Fund - Country Knolls Pool - Supplies General Fund - Locust Lane Pool - Supplies

Amount: 2024 actual - Barney Road - \$11,181.70 Country Knolls - \$12,288.40 Locust Lane - \$5,465.30

Brief Description: Accept the bid from Surpass Chemical to supply pool chemicals for the 2025 season

Add Supporting Docs:

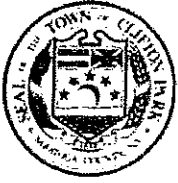
[8bee5bac77743e08_Surpass_Chemical_Co_-_Pool_Chemical_BID_Results_2-25-2025.pdf](#)

[5667b5543cffb37f_Pool_Chemical_BID_Results_2-25-2025.pdf](#)

Additional Comments/Details: Actual amounts to be determined based on weather and usage. Listed are last years actual money spent per pool

Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Buildings & Grounds

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

BID FORM

Date: 2/11/25

Company Name: Surpass Chemical Company

Bid Name: 2025 pool chemicals

Please note: You may put in a lump sum price below for the 2025 season and/or choose to breakdown the prices as follows based on the usage estimates listed on the bid document.

Sodium hypochlorite per gallon: \$3.52

Muriatic acid per gallon: \$8.15/6L / 15gk or Acid Magic 4x19L / \$13.54/6L

Sodium bisulfate per pound: \$.89

5-gallon container of bleach: \$19.35 or \$3.87/6L

Drum deposit: \$10.00/5gk cby \$60.00/15gk deldrum

Delivery fuel surcharge: \$75.00

LUMP SUM PRICE OPTION: _____

Name/Title: Steve Byrne / Vice President

Signature: 



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 awarding the contract to Live Sound, Inc., for the replacement of sound system components at the Clifton Common Stage.

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

WHEREAS, quotes were received for the replacement of the mixing board, audio rack and cables for the stage sound system, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks and Recreation, recommends accepting the quote from Live Sound, Inc, as the lowest conforming quote, in an amount not to exceed \$6,312; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks and Recreation is hereby authorized to accept the quote from Live Sound, Inc., Troy, NY, to replace the mixing board, audio rack and cables for the sound system at the Clifton Common Stage, at a cost not to exceed \$6,312, to be paid from A-07112-00200 (General Fund – Clifton Common – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, February 27, 2025 12:15 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1679

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: 03/03/2025 ✓
Board Meeting Date: 03/17/2025 ✓
Alternate Date: 04/07/2025
Budget Number: A-7112-200
Budget Description: General Fund - Clifton Common - Equipment
Amount: 6,312.00
Brief Description: purchase a mixing board, audio rack and cables for the stage sound system
Add Supporting Docs:
[c5ea652ddc5b738b_Mixer_-_audio_rack_-_cables_res_packet_2.27.25.pdf](#)

Additional Comments/Details: this will be replacing old equipment
Agree to Terms: Agree

[unsubscribe](#)

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: February 27, 2025

Description: Digital Mixer, Audio Rack, cables for the stage

Vendor #1: Live Sound Inc. - \$6,312.00 *

Vendor #2: Parkway Music - \$7,227.99

Vendor #3: Sweetwater - \$6,898.00

Vendor #4: B&H Photo-Video-Audio - \$7,644.07

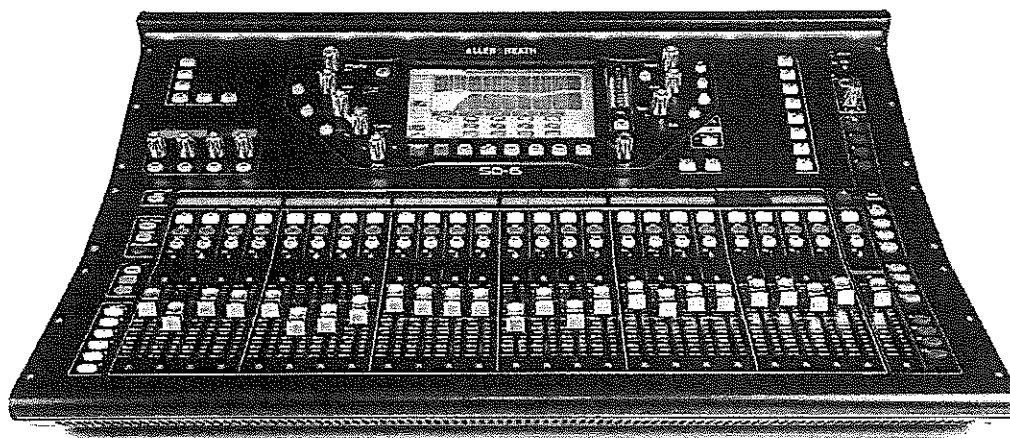
Vendor #5:

Vendor #6:

Comments:

Decision: Live Sound Inc. - \$6,312.00

Step up to the Allen & Heath SQ-6, a powerhouse digital mixer tailored for small-to-mid-sized productions. With 24+1 faders, 24+1 onboard preamps, 16 assignable SoftKeys, and 4 assignable Soft Rotaries, the SQ-6 offers enhanced control and flexibility for diverse live sound environments.



User Interface

Mixing Has Never Been Easier

DX168 AUDIO RACK



16 Mic Preamps

+60dB of gain, Phantom Power indicators and -20dB pad for line level sources.

8 Line Outs

Balanced, relay protected line outputs on XLR.

On Stage or In The Rack

Rugged stagebox format with optional rackmount kit available.

Plug-and-Play

No configuration required, just connect to your mixer and you're ready to go. Firmware updates are handled automatically by the mixer.



QUOTE

Date	Quote#
2/27/2025	4513

494 McChesney Ave Ext
Troy, NY 12180

Proposal to:
Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065 Attn: Mike Woerner email: MWoerner@cliftonpark.org

Ship To
Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065 Attn: Mike Woerner

Terms
Net 15

Description	Qty	Rate	Total
Allen & Heath AH-SQ-6 96kHz XCVI FPGA processing, 48 Input Channels, DEEP Processing, 25 Faders / 6 Layers, 24 onboard preamp, 12 Stereo mixes+LR, 3 Stereo Matrix	1	4,274.00	4,274.00
Allen & Heath AH-DX168 16in x 8out Stage Box with dLive 96kHz mic preamps, 96kHz	1	1,573.00	1,573.00
Whirlwind ENC6ASE100 Cable - Ethernet, Cat6A Ethercon to Cat6A Ethercon, tactical Cat6a cable, shielded, 100'	1	310.00	310.00
Freight from Manufacturers	1	155.00	155.00

Thank you for the opportunity to quote!
Live Sound Inc. Standard Terms and Conditions apply

Subtotal	\$6,312.00
Sales Tax (8.0%)	\$0.00

Phone #	Fax #	E-mail	Total	\$6,312.00
518-279-9085	518-279-9132	mike@livesoundinc.com		



1777 U.S. 9
Clifton Park, New York, 12065
United States
+15183830300

Quote
01/29/2025 2:47 pm

Quote #: 621
Ticket: 220000145066
Register: Pro Audio
Employee: Jonny
Customer: Dan Clemens

Items	#	Price
Allen & Heath SQ-6 48 Channel / 36 Bus Digital Mixer*	1	\$4999.00
Allen & Heath DX168*	1	\$1899.00
Whirlwind ENC6ASE100*	1	\$329.99
	Fee total	\$0.00
	Subtotal	\$7227.99
	Total Tax	\$0.00
	Total	\$7227.99

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* No Tax Applied
Thank You Dan Clemens!







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MENU

Shopping Cart

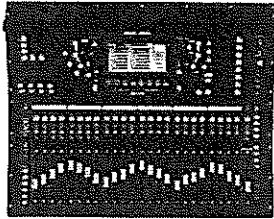
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PRODUCT

QTY:

PRICE



Allen & Heath SQ-6 48-channel Digital Mixer

48-channel Digital Mixer with 25 Faders, 6 Fader Layers, 32 x 32 USB Interface, and Network Audio Support

ItemID: SQ6 Price: \$4,999.00

Promo: 36 Month Promotional Financing Available* [Details](#)

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SQ-6 48-channel Digital Mixer with Road Case

~~\$5,349.00~~
\$5,299.00

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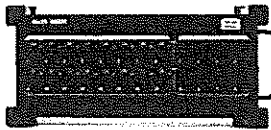


SQ-6 48-channel Digital Mixer with ATA Case

~~\$5,299.00~~
\$5,399.00

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Allen & Heath DX168 16x8 Portable DX I/O Expander

16-in/8-out Portable DX Expander for dLive, SD, and Avantis Systems | ItemID: DX168 | Price: \$1,899.00

Promo: 36 Month Promotional Financing Available* [Details](#)

Or earn \$190.00 back in Bonus Bucks[™] when you use your Sweetwater Card. [Details](#)

- In Stock
- Free Shipping
- Free Sweetwater Support
- Free 2-Year Warranty



Sweetwater 2 Year Warranty

~~\$239.00~~
FREE

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\$1,899.00

SUBTOTAL **\$6,898.00**

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Current Total \$7,644.07
Payboo Card Savings -\$500.08
Cost After Savings \$7,143.99

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UNITED STATES

Zip Code 12065



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In Stock Ready to Ship

1

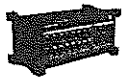
\$245.99

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Allen & Heath DX168 Portable DX Expander for dLive Mixing Systems (16 Input / 8...)

In Stock Ready to Ship

1

\$1,899.00

B&H #ALAHDX168 | MFR #AH-DLIVE-DX168
Free Next Day Shipping

ⓘ Packaging Reveals Contents

Accessories

Save for Later

Remove

✔ Protect Your Gear

○ Allstate 2-Year Drops & Spills

\$235.99

○ Allstate 3-Year Drops & Spills

\$314.99

See All Options

Item Total:

\$1,899.00



Allen & Heath SQ-6 48-Channel / 36-Bus Digital Mixer with 24+1 Motorized Faders

In Stock Ready to Ship

1

\$4,999.00

B&H #ALAHSQ6 | MFR #AH-SQ-6
Free Next Day Shipping

ⓘ Packaging Reveals Contents

Subtotal: \$7,143.99

Shipping: FREE

Est. Tax ⓘ: \$500.08

Total: **\$7,644.07**

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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 hiring seasonal staff for the 2025 Parks & Recreation Programs.

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

WHEREAS, the Town Board wishes to retain new and returning Counselors as staff members for operation of the Town's Summer Camp Program for 2025, and the Barney Road Golf Course, and

WHEREAS, Mike Woerner, Director of Parks and Recreation, has recommended that the individuals listed in the attached Schedules A, B, and C be hired; now therefore be it

RESOLVED, that the individuals listed in the attached Schedules A, B, and C be accepted as staff for the Town's 2025 Day Camp Program and the Barney Road Golf Course, to be paid as indicated on the schedules through the end of the respective seasons.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, February 28, 2025 2:18 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1680

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

Department: Parks & Rec
Your Name: Michael Woerner
Your Email: mwoerner@cliftonpark.org
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 03/17/2025 ✓
Board Meeting Date: 03/17/2025 ✓
Alternate Date: 03/17/2025
Budget Number: see attached sheets
Budget Description: rehire staff/ hire new pool manager
Amount: see attachments
Brief Description: rehire adventure challenge staff
Golf Course staff
Pool managers and Swim lesson instructor

Hire new Barney Road pool manager

Add Supporting Docs:

[10e19c9c2e90abb5_2025_Adventure_Challenge_Course_Staff.pdf](#)

[f322be2feee8118b_Barney_Road_Golf_Course_returning_hires_2025.pdf](#)

[2b4711bb4853e27e_Pool_Manager_swim_lesson_hires_2025.pdf](#)

Additional Comments/Details: see attachments

Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

2025Adventure Challenge Course Staff

Name	Position	Step	Rate	code
Nolan Yowell	facilitator		\$32.75	A-7621-E2360
Jacob Paniccica	Assistant	5	\$19.00	
Zachery Trump	Assistant	4	\$18.50	
Lucas Alger	Asst	3	\$18.00	
Spencer Lanoie	Asst	3	\$18.00	
Jameson Senecal	Asst	3	\$18.00	

SCHEDULE B

Pool Managers Swim Lessons 2025

Name	Position	Step	Salary	Code
Erin Mackey**	Barney Road	1	\$25.05	A-7150-E4680
Sara Casale	Locust lane	2	\$25.50	a-7152-E4680
Brian Czerpak	Ctry Knolls	15	\$32.55	a-7151-E4680
Alyssa DiFabio	Swim lesson Dir	5	\$4985/season	a-7310-E4575

** New Hire**

SCHEDULE C

Barney Road Golf Course returning hires 2025

Name	Position	Step	Salary	Code
Jim Ciani	Supervisor	5	\$19.10/hr	A-7190-#4000
Dave Trifilo	Attendant	7	\$17.00 "	
Pauline Boehm	Attendant	3	\$16.00	
Kristen Morlock	Attendant	1	\$15.50 ** New Hire**	
Stephen Sciubba	Attendant	1	\$15.50 ** new Hire **	



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 Town Supervisor to negotiate an agreement to purchase 32.31 acres of vacant land adjacent to Riverview Road and to classify the project as an Unlisted Action and issue a negative declaration pursuant to SEQR.

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

WHEREAS, the Town Board wishes to enter into an agreement to purchase 32.31 acres of vacant land, at a cost to be determined through negotiations, and

WHEREAS, pursuant to NYSTL 64 (2), the Town Board is authorized to acquire real property for any public purpose, and

WHEREAS, the parcel acquisition would be of benefit to the Town and the residents, and

WHEREAS, the 32.31 acres of land are identified as follows:

Section, Lot, Block
288.-1-49.1

Commonly Known Address
None

located in the Town of Clifton Park, and

WHEREAS, the Planning Department recommends that the project be determined to be an Unlisted Action and a Short Environmental Form has been prepared; now, therefore, be it

RESOLVED, the Town Board, as the only involved agency, determines that the project be classified as an Unlisted Action that will not have a significant adverse impact on the environment and hereby issues a negative declaration, and be it further

RESOLVED, that the Supervisor is authorized to enter into a Purchase and Sale Agreement with consideration of an updated appraisal report and recent EFP grant award notification.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, February 28, 2025 4:21 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1682

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

Department: Planning Department

Your Name: John Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 03/03/2025 ✓

Board Meeting Date: 03/17/2025 ✓

Alternate Date: 03/17/2025

Budget Number: N/A

Budget Description: N/A

Amount: 0

Brief Description: Issuance of a Negative Declaration for executing an EPF Grant Award with NYS OPRHP for receiving funds to assist and acquire a 32.31 acre parcel of land adjacent to Riveview Road.

The action is unlisted under SEQR (NYCRR Part 617).

Add Supporting Docs:

[ffd6586262f0df47_SEAF.pdf](#)

Additional Comments/Details: Draft SEAQ Parts I, II, & III with a notice of non-significance is attached for the Town Board's consideration.

Agree to Terms: Agree

[unsubscribe](#)

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Clifton Park Town Board			
Name of Action or Project: NYS OPRPH Project ID #240644 - Riverview Road Field Acquisition - EPF Grant Acceptance, Administration, and Execution			
Project Location (describe, and attach a location map): SBL: 288.-1-49.1 - Vacant Land Adjacent to Riverview Road (See Attached Map)			
Brief Description of Proposed Action: Acquisition of 32.31 acres of a vacant parcel of land consisting of mainly open field and wetland areas for permanent open space protection restricting future use from residential development. Funding assistance is provided using Town of Clifton Park Local Fund Sources and NYS Office of Parks, Recreation, and Historic Preservation through an Environmental Protection Fund Grant Award. Scope of Work includes executing grant agreement, implementing acquisition work plan, and closing out the EPF Grant Agreement once land ownership is obtained by the Town of Clifton Park.			
Name of Applicant or Sponsor: Town of Clifton Park Town Board		Telephone: 518-371-6651 E-Mail: planning@cliftonpark.org	
Address: Clifton Park Town Hall One Town Hall Plaza			
City/PO: Clifton Park		State: NY	Zip Code: 12065
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		32.31 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

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

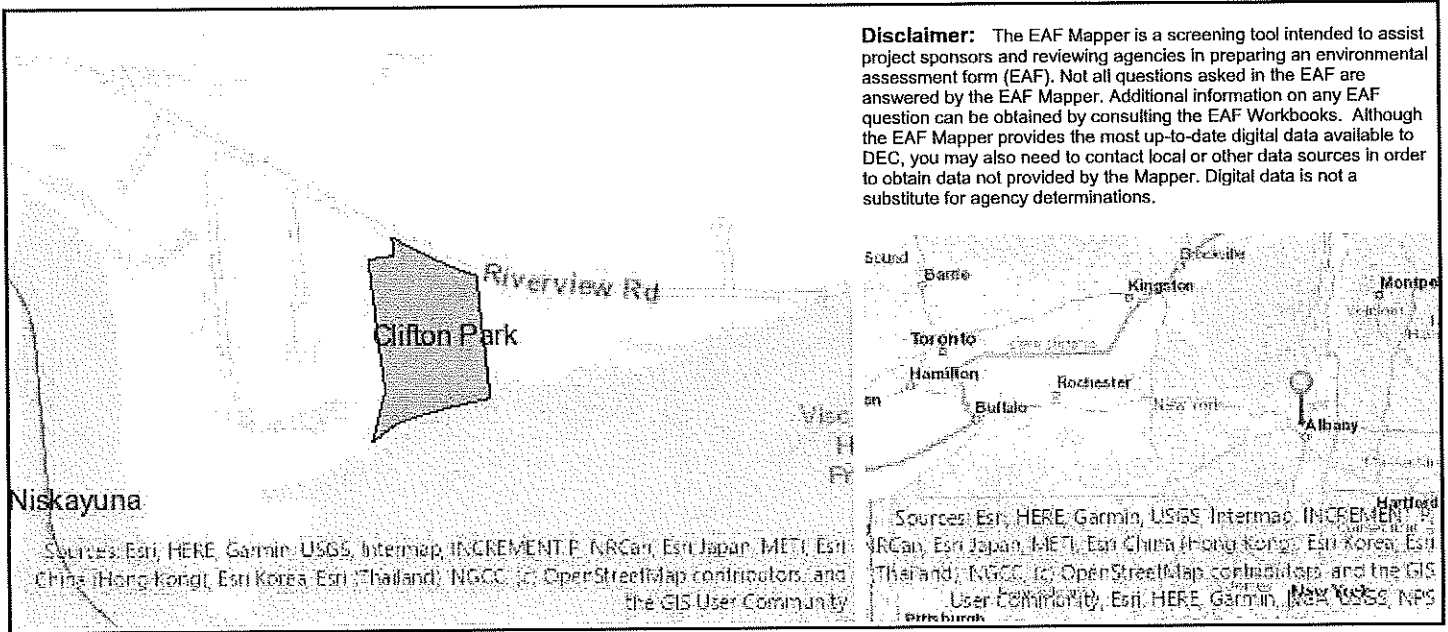
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Town of Clifton Park Town Board</u> Date: <u>March 17, 2025</u>		
Signature: _____ Title: <u>Town Supervisor</u>		



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

Project:	Project ID #240644
Date:	3/17/2025

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	Project ID #240644
Date:	3/17/2025

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Clifton Park Town Board	March 17, 2025
Name of Lead Agency	Date
Philip C. Barrett	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

NOTICE OF NONSIGNIFICANCE

Lead Agency: Town of Clifton Park Town Board

Date: March 17, 2025

Responsible Officer: Philip C. Barrett

Title: Town Supervisor

Project: Acquisition of 32.31 acres of vacant land for permanent protection from future residential growth.

Description of Action: The proposed action involves the acquisition of 32.31 acres of vacant land, predominantly a field, to ensure its permanent protection from future residential development. The action includes executing an EPF grant agreement for an acquisition project to assist with purchasing the land.

Determination of Significance: Based on the information and analysis provided in the Short Environmental Assessment Form (SEAF) Part 2, the Lead Agency has determined that the proposed action will not result in any significant adverse environmental impacts. The evaluation of each criterion under SEQR is as follows:

- 1. Land Use and Zoning:** The proposed action will not create a material conflict with an adopted land use plan or zoning regulations.
Impact: No or small impact may occur.
- 2. Use of Land:** The proposed action will not result in a change in the use or intensity of use of land.
Impact: No or small impact may occur.
- 3. Community Character:** The proposed action will not impair the character or quality of the existing community.
Impact: No or small impact may occur.
- 4. Critical Environmental Area:** The proposed action will not impact the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA).
Impact: No or small impact may occur.
- 5. Traffic and Infrastructure:** The proposed action will not result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking, or walkway.
Impact: No or small impact may occur.
- 6. Energy Use:** The proposed action will not cause an increase in the use of energy and will not fail to incorporate reasonably available energy conservation or renewable energy opportunities.
Impact: No or small impact may occur.
- 7. Water and Wastewater:** The proposed action will not impact existing public or private water supplies or wastewater treatment utilities.
Impact: No or small impact may occur.

8. **Historic and Aesthetic Resources:** The proposed action will not impair the character or quality of important historic, archaeological, architectural, or aesthetic resources.
Impact: No or small impact may occur.
9. **Natural Resources:** The proposed action will not result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora, and fauna).
Impact: No or small impact may occur.
10. **Erosion, Flooding, and Drainage:** The proposed action will not result in an increase in the potential for erosion, flooding, or drainage problems.
Impact: No or small impact may occur.
11. **Environmental Hazards:** The proposed action will not create a hazard to environmental resources or human health.
Impact: No or small impact may occur.

Based on the above evaluations, the Lead Agency has determined that the proposed action will not result in any significant adverse environmental impacts. Therefore, an Environmental Impact Statement (EIS) is not required.



RESOLUTION

#9

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 Town to accept grant funds from the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) under Title 9 of the Environmental Protection Act of 1993 for the purpose of acquiring a land parcel near Riverview Road.

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

WHEREAS, the Town applied for financial assistance from the NYS OPRHP under the Recreational Trails Program for the purpose of receiving assistance with the funding for the acquisition of 32.31-acre parcel adjacent to Riverview Road, and

WHEREAS, the Town is authorized and directed to accept these grant funds in an amount not to exceed \$110,500 for the project described in the grant application, and

WHEREAS, the Town is authorized and directed to agree to the terms and conditions of the State of New York Contract for Grants (Contract) with OPRHP for such land acquisition, and

WHEREAS, the Town is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the Town and improved by the grant funds, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant; now, therefore, be it

RESOLVED, that the Town Board authorizes the Supervisor to execute the attached grant agreement, to receive funds not to exceed \$110,500, and documents associated with implementing and completing the land purchase of the 32.31-acre parcel adjacent to Riverview Road.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, February 28, 2025 2:37 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; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1681

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

Department: Planning Department

Your Name: John Scavo

Your Email: jscavo@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 03/03/2025 ✓

Board Meeting Date: 03/17/2025 ✓

Alternate Date: 03/17/2025

Budget Number: N/A

Budget Description: No Impact

Amount: 0

Brief Description: Resolution accepting the grand funds from NYS OPRPH under Title 9 of the Environmental Protection Act of 1993 to assist with funding the acquisition of 32.31 acre parcel adjacent to Riverview Road. The resolution also authorizes the Town Supervisor to execute the grant agreement and documents associated with implementing and closing out the project.

Grant Award Amount: \$110,500

Sample resolution is provided within the attached

Add Supporting Docs:

[58d36d31a7aa6661_Project_240644.pdf](#)

Additional Comments/Details: Planning Staff will also prepare a SEQR Negative Dec for consideration

Agree to Terms: Agree

[unsubscribe](#)



February 24, 2025

John Scavo
Director of Planning & Zoning
Town of Clifton Park
One Town Hall Plaza
Clifton Park, New York 12065

Re: Project #240644
Riverview Road Field Acquisition

Dear John Scavo:

Congratulations on your recent grant award from the Office of Parks, Recreation and Historic Preservation's Environmental Protection Fund grant program! If you have not already been in contact with **Erin Drost**, the OPRHP Regional Grant Administrator (RGA) in your region, you will be contacted soon. The first step in advancing your grant and your project is to meet with your RGA and become oriented to our program and its requirements. When you meet with your RGA, you will discuss preparation of a project scope and budget based on the elements and amounts of the proposed scope and budget that have been accepted for funding, performance measures and a work plan to ensure that your project will be completed in a timely manner.

We are working toward going to contract with each grant recipient as soon as possible. In order to administer state funds efficiently, there are a series of conditions that must be met, and documents provided, before we can execute your contract. Your RGA can assist you with these:

- Contracts can only be executed with grant recipients that have been issued a Vendor Identification Number (VID) through the Statewide Financial System (SFS). If your organization has not yet been issued a VID, you can obtain one during the registration process in the SFS. If you have any questions, contact the SFS Help Desk at Helpdesk@sfs.ny.gov or (855) 233-8363.
- All grant recipients must enroll in New York State's electronic payment program for vendors. Begin the process at <http://www.sfs.ny.gov>, click on Vendor Portal Login, then click on Sign in to the Vendor Portal. If you do not have a login, contact the SFS Help Desk.
- You need to provide the following documentation to your RGA (when scanning documents to the RGA email, use short naming conventions to include application number and title of document being provided, i.e., App123456_boundary map, App123456_SEQR, App123456_EO16Cert, etc.):

1. A signed, original authorizing resolution to accept grant funds and enter into and execute a contract and any long-term protection documents and other certifications, as required. Instructions and a sample resolution and certification are attached. Note: In the Statewide Financial System, the grantee should assign the role of "Grants Contract Approver" to the same corporate office title or employment position title delegated signing authority by the resolution.
2. Documentation of compliance with Agriculture and Markets Law, Article 25AA, Agricultural Districts, Section 305

Documentation of compliance with Agriculture and Markets Law, Article 25A(a) Districts, Section 305. Prior to the first reimbursement under this contract, OPRHP requires a copy of a waiver and/or other documentation of compliance (e.g., Preliminary Notice of Intent) with the NYS Agriculture and Markets Law Chapter 69, Article 25-AA, Section 305(4).

3. Documentation of compliance with the requirements of the State Environmental Quality Review Act (SEQR)

Applicant states they will undertake the SEQR review within 30 days upon grant award notification.

Once you have supplied these documents to your RGA and met all the required conditions, we can execute your contract. Please note that there will also be several requirements that will be included in your contract; some must be supplied prior to commencement of work; others to receive your first payment.

One such requirement relates to the New York State Department of Environmental Conservation (DEC) permitting. As of January 1, 2025, DEC adopted updated regulations regarding freshwater wetlands. The regulations implement new statutory requirements under the State's Freshwater Wetlands Act.

For all projects with any ground disturbing activity (e.g., trenching, grading, demolition, new construction, vegetation removal), it is up to the Applicant/Grantee to communicate with DEC regarding jurisdictional requirements concerning wetlands. One of the following must be submitted to OPRHP prior to start of construction:

- a DEC Parcel Jurisdictional Determination Letter indicating no jurisdictional wetlands are located on the parcel,
- a DEC Project Jurisdictional Determination Letter indicating no jurisdictional wetlands are in the project area,
- a DEC Letter of No Permit Necessary,
- OR a copy of a DEC permit.

Information about DEC's Freshwater Wetlands Program, the revised regulations and Jurisdictional Determinations can be found here:

- <https://dec.ny.gov/nature/waterbodies/wetlands/freshwater-wetlands-program>
- <https://dec.ny.gov/nature/waterbodies/wetlands/freshwater-wetlands-program/freshwater-wetland-jurisdictional-determination>

Projects may require other DEC permits. Information on DEC's environmental permits can be found here: <https://dec.ny.gov/regulatory/permits-licenses/environmental-permits>

We understand that there can be issues beyond your control that could affect your ability to supply these materials in a timely manner. We will certainly work with you and be flexible, but please understand that for every grant that is awarded and delayed, there is another worthy project that has gone unfunded.

February 24, 2025
Page 3

Therefore, we expect that the above be satisfied by **March 18, 2025**. If the documents are not provided, and you have not consulted with your RGA regarding the delay, your award may be in jeopardy.

If you have any questions, do not hesitate to contact your RGA, Erin Drost at (845) 889-3866.

Sincerely,

A handwritten signature in cursive script that reads "Beatrice L. Gamache".

Beatrice L. Gamache
Director, Grants Bureau

Attachments (4)
CC: Erin Drost

Contractor: Town of Clifton Park
Project Name: Riverview Road Field Acquisition
Contract Number: C240644GM

Project Number: 240644
REDC: Capital District
County: Saratoga

CERTIFICATION BY CONTRACTOR
PREVENTION OF SEXUAL HARASSMENT IN THE WORKPLACE POLICY

As a condition of award by State Parks, the Contractor's Authorized Official certifies that the Contractor (1) has and has implemented a written policy addressing sexual harassment prevention in the workplace and such policy meets the minimum requirements of section two hundred one-g of the labor law and (2) provides annual sexual harassment prevention training to all of its employees.

In addition, the Contractor's Authorized Official certifies the Contractor will make best efforts to retain contractors and/or sub-contractors for grant-related work that also meet the provisions of (1) and (2) above.

Alternatively, if a Contractor cannot certify the foregoing, the Contractor's Authorized Official shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore.

NOTE: Information, including model policy and training standards, is available on the New York State Department of Labor's website at:

<https://www.ny.gov/combating-sexual-harassment-workplace/employers>

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

By signing, you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of the above certifications and that all information provided is complete, true and accurate.

Contractor*

Signed _____

By _____

Title _____

*Must be signed by the same individual delegated signing authority by the Contractor in the Authorizing Resolution

Contractor: Town of Clifton Park
Project Name: Riverview Road Field Acquisition
Contract Number: C240644GM

Project Number: 240644
REDC: Capital District
County: Saratoga

CERTIFICATION BY CONTRACTOR
PREVENTION OF SEXUAL HARASSMENT IN THE WORKPLACE POLICY

Notary

STATE OF NEW YORK)
) SS.:
County of _____)

On the _____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

Contractor: Town of Clifton Park
Project Name: Riverview Road Field Acquisition
Contract Number: C240644GM

Project Number: 240644
REDC: Capital District
County: Saratoga

CERTIFICATION BY CONTRACTOR

NON-DISCRIMINATION

Related to Executive Order 177

As a condition of award, the Contractor's Authorized Official certifies that Contractor does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

In addition, the Contractor's Authorized Official certifies the Contractor will make best efforts to retain contractors and/or sub-contractors for grant-related work that do not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

Alternatively, if a Contractor cannot certify the foregoing, the Contractor's Authorized Official shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore.

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

By signing, you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of the above certifications and that all information provided is complete, true and accurate.

Contractor*

Signed _____

By _____

Title _____

***Must be signed by the same individual delegated signing authority by the Contractor in the Authorizing Resolution**

Contractor: Town of Clifton Park
Project Name: Riverview Road Field Acquisition
Contract Number: C240644GM

Project Number: 240644
REDC: Capital District
County: Saratoga

CERTIFICATION BY CONTRACTOR

NON-DISCRIMINATION

Related to Executive Order 177

Notary

STATE OF NEW YORK)
) SS.:
County of _____)

On the _____ day of _____ in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

**Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with
Businesses Conducting Business in Russia**

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name:

(legal entity) _____

By:

(signature) _____

Name: _____

Title: _____

Date: _____

Project ID: _____

Instructions for Grantee (Municipality)

INSTRUCTIONS FOR AUTHORIZING BOARD RESOLUTION AND CERTIFICATION

To receive an award from a grant program administered by the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP"), the governing body of your municipality must submit a duly adopted Resolution and Certification approving your municipality's acceptance of grant funds and delegating signing authority to execute the State of New York Contract for Grants ("Contract") and any amendments thereto, any deed of easement, and any other certifications that may be required.

OPRHP suggests utilizing the attached sample Resolution and Certification. Your municipality may also develop its own resolution and certification provided it includes, on official letterhead, all data elements set forth below:

- legal name of the municipality
- name of grant program or authorizing law (e.g., Recreational Trails Program, or Title 9 of the Environmental Protection Act of 1993, or other)
- project name
- amount of grant award
- language indicating the municipality is "authorized to accept" and/or "does accept" the grant award
- language indicating the municipality is accepting the specific grant of funds for the project described in the grant application
- The municipal office title (e.g., Mayor)* or employment position title (e.g., Director of Grants Management)* to which the governing body of the municipality is delegating signing authority to execute the Contract and other required agreements and certifications.

** The resolution should grant signing authority to a specific title rather than an individual person. Moreover, in the Statewide Financial System (SFS), the grantee should assign the role of "Grants Contract Approver" to the same municipal office title or employment position title delegated signing authority by the resolution.*

The Resolution must be accompanied by a Certification that it is a true and actual copy of a duly adopted resolution, signed and dated by the Clerk of the municipality, and affixed with the seal of the municipality.**

***If the Clerk is the municipal officer who has been delegated signing authority in the resolution, then another officer of the municipality or its governing body should also sign the Certification.*



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 scheduling a Public Hearing to consider a local law establishing a moratorium on Battery Energy Storage Systems facilities.

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

WHEREAS, the Town of Clifton Park is committed to ensuring the health, safety, and welfare of its residents and the proper regulation of land uses within its boundaries, and

WHEREAS, the Town Board deems it prudent to temporarily pause the approval or establishment of any new battery energy storage systems facilities to provide sufficient time to study and address any concerns, including but not limited to zoning, environmental impacts, public safety, and economic implications, and

WHEREAS, the Town Board deems it prudent to temporarily pause the approval or establishment of any new battery energy storage systems facilities to provide sufficient time to study and address any concerns, including but not limited to zoning, environmental impacts, public safety, and economic implications, and

WHEREAS, the Town Board seeks public input and discussion regarding the establishment of a 180-day moratorium on such operations within the Town of Clifton Park; now, therefore, be it

RESOLVED that the Town Board of the Town of Clifton Park hereby sets a public hearing to consider the establishment of a 180-day moratorium on any new battery energy storage systems facilities within the Town of Clifton Park; and be it further

RESOLVED that the public hearing shall be held on April 7, 2025, at 7:05pm, at the Clifton Park Town Hall, located at 1 Town Hall Plaza, Clifton Park, New York, to hear all interested persons on this matter; and be it further

RESOLVED, that the attached proposal be referred to the Saratoga County Planning Board for its review pursuant to Section 239-m of the New York State General Municipal Law; and be it further

RESOLVED that the Town Clerk is hereby directed to publish notice of said public hearing in the official newspaper of the Town and to take any other actions necessary to provide proper notice to the public pursuant to applicable laws and regulations.



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 approving an Engineering Agreement with MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ Engineering) for engineering design services and construction support for the Sitterly Road Intersection Enhancement and Sidewalk Connectivity Project and to create a Capital Projects Fund.

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

WHEREAS, Planning staff prepared grant applications for the project to improve the intersection design and sidewalk access at Sitterly and Clifton Park Center Roads, and

WHEREAS, in a letter dated June 27, 2024, NYSDOT advised the Town that the project, identified as PIN 1763.21, will receive grant funding of up to 80% of the project costs, up to the award amount of \$3,450,356, under the Transportation Alternatives Program (TAP)-Congestion Mitigation and Air Quality Improvement Program (CMAQ)-Carbon Reduction Program (CRP), and

WHEREAS, Planning staff recommend the retention of MJ Engineering following an RFQ process consistent with NYSDOT regulations for the TAP-CMAQ-CRP, and

WHEREAS, the Town Board wishes to advance the project by making a commitment of 100 % of the non-federal share of the costs of the Design of the project, as well as to pay in the first instance funding of all project costs, now therefore, be it

RESOLVED, that the Town Board commits to fund the local match of 20% of all project costs, as well as first instance funding of all such project costs pending reimbursement of state share costs through the Master Grant process; and be it further

RESOLVED, that the Comptroller is authorized to pay in the first instance 100% of the federal and non-federal share of the costs of the design work for the project and portions thereof; and be it further

RESOLVED, that the Supervisor is authorized to execute the attached engineering services contract with MJ Engineering in the amount of \$914,000; and be it further

RESOLVED, that the Comptroller is authorized to create a Capital Projects Fund, H69 (Capital Project Funds - Sitterly & Clifton Park Center Roads).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, March 11, 2025 10:20 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1690

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

Department: Planning

Your Name: Jen Viggiani/John Scavo

Your Email: jviggiani@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 03/17/2025 ✓

Board Meeting Date: 03/17/2025 ✓

Alternate Date: 04/07/2025

Budget Number: A-1440

Budget Description: Sitterly Road Intersection Improvement and Sidewalk Connectivity Project: Professional Engineering Services & Construction Support

Amount: \$914,000

Brief Description: Engineering Design Services (Preliminary & Final); Right-of-Way Incidentals and Right-of-Way Acquisition; and Construction Administration and Construction Inspection for the Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project. Project includes new intersection design (evaluation for roundabout) at Sitterly Road/Clifton Park Center Road/Clifton Park Center Mall Entrance Driveway; new sidewalks to close gaps along Sitterly Road and on Clifton Park Center Road to its intersection with Clifton Country Road.

Add Supporting Docs:

[fc67ef267aa5e06d_DOT_TAP-CMAQ-](#)

[CRP_Sitterly_Road_Intersection_Improvement_and_Sidewalk_Connectivity_Project_Notification_Letter_6-27-2024.pdf](#)
[342b93f87e32d83f_176321_AE_Contract_MJ_2025_01_15.pdf](#)

Additional Comments/Details: The Town was awarded a NYS DOT TAP-CMAQ-CRP Award in the amount of \$3,450,356, an amount that is 80% of the total project, in a letter dated June 27, 2024, attached. Attached also see the MJ Engineering A/E Agreement

Agree to Terms: Agree

[unsubscribe](#)



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

June 27, 2024

The Honorable Philip Barrett
Town Supervisor
Town of Clifton Park
1 Town Hall Plaza
Clifton Park, New York 12065

Dear Supervisor Barrett:

I am pleased to inform you that the New York State Department of Transportation (NYSDOT) has approved the Town of Clifton Park's application for funding the Sitterly Road Intersection Improvement and Sidewalk Connectivity Project under the Transportation Alternatives Program (TAP)-Congestion Mitigation and Air Quality Improvement Program (CMAQ)-Carbon Reduction Program (CRP) solicitation in the amount of \$3,450,356.

Projects were selected through a competitive scoring process and consideration of available funds. The TAP-CMAQ-CRP programs will provide funding reimbursement for up to 80 percent of eligible expenses up to the award amount.

The NYSDOT Regional Local Projects Liaison (RLPL), Audrey Burneson, will contact you to discuss the next steps; schedule a project kickoff meeting to assist you in developing a Project Management Plan and complying with all federal and State requirements.

If you have any questions regarding this award, feel free to contact Janet Ho, Assistant Commissioner for Finance & Integrated Modal Services at (518) 457-2320 or Janet.Ho2@dot.ny.gov.

Sincerely,

Marie Therese Dominguez
Commissioner

cc: Michael Arthur, Regional Director, Region 1 - Albany
Robert Rice, Regional Planning and Program Manager, Region 1 - Albany
Sandy Misiewicz, Executive Director, CRTC

Architectural/ Engineering Consultant Agreement

PIN 1763.21 Municipal Contract No. N/A

Agreement made this _____ day of January 2025 by and between

The Town of Clifton Park

having its principal office at the Town Hall, One Town Hall Plaza, Clifton Park, NY 12065 (the "Town")

and

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.

with its office at 21 Corporate Drive, Clifton Park, NY 12065 (the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as the

TIP SA 357; NYSDOT PIN 1763.21 Sitterly Road Intersection Enhancement & Sidewalk Connectivity

(as described in detail in **Attachment A** annexed hereto, the "Project") the **Town** has sought to engage the services of the **Consultant** to perform the scope of services described in **Attachment B** annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the **Town** has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Philip Barrett, Town Supervisor** is authorized to enter this Agreement on behalf of the Town of Clifton Park.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Project Description and Funding
- Attachment "B" – Task List;
- Attachment "C" – Cost Estimate (as applicable, Staffing Rates, Hours, Reimbursable and Fee)

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the **Town** with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of the **Town**, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the **Town**.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the **Town** shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Reimbursable Method for Design Services – Cost Plus Fixed Fee	
ITEM I	<p>Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this Project.</p> <p>The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</p> <p>If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the Consultant WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</p> <p>Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</p>
ITEM II	<p>All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.</p> <p>The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE and shall be a FAR compliant rate initially established not to exceed 180% (office) / 146% (field), subject to audit.</p>
ITEM III	<p>Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYS DOT and FHWA.</p> <p>For the purpose of this Contract, an accounting period shall be the Consultant's fiscal year. An audit of the accounting records of the Consultant shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p> <p>Negotiated Lump Sum Fixed Fee.</p>
ITEM IV	<p>Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p> <p>The Maximum Amount Payable</p>
ITEM V	<p>A negotiated Lump Sum Fixed Fee which in this CONTRACT shall equal Sixty Nine Thousand Eight Hundred Dollars (\$69,800).</p> <p>Maximum Amount Payable under this Method shall be Nine Hundred Fourteen Thousand Dollars (\$914,000).</p>



ARTICLE 4. INSPECTION

The duly authorized representatives of the **Town**, and on Federally aided projects, representatives of the NYSDOT and FHWA shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the **Town**:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct nonsalary, overhead, and fee.

5.2 In order to enable the **Town** to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The **Town** will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the **Town** from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the **Town** of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the **Town** on a monthly basis or such alternative interval as the **Town** directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the **Town**, in writing, of this fact prior to beginning any of the work. The **Town** shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the **Town** determines that such work does constitute extra work, the **Town** shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the **Town**. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the **Town** to the CONSULTANT for execution after approvals have been obtained from necessary **Town** officials, and, if required from the

Federal Highway Administration.

- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the **Town** all assistance required by the **Town**. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the **Town** directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the **Town** from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the **Town** beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars \$1,000,000 per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the **Town** and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars)each.

The CONSULTANT shall furnish a certified copy of said policies to the **Town** at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the **Town** or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The **Town**, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the **Town** may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **Town** of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The **Town** shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the **Town** - if a termination is brought about for the convenience of the **Town** and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the **Town's** determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the **Town**, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the **Town** shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the **Town** or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the **Town** for any damages it may sustain by reason thereof. Upon the delivery of all such data to the **Town**, the **Town** will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the **Town** by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **Town**, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Town** shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the **Town**.

If this provision is violated, the **Town** may revoke and annul the Agreement and the **Town** shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the **Town**.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the **Town** a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor

or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the **Town**.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.2925) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Town may in certain circumstances provide compensation for such work.
- B. Neither the Town's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Town in accordance with applicable law for all damages to the Town caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Town provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECTs ROW incidental work or construction engineering; or

- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 notify the **Town** and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and Chapter 6 Appendices other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 *Executory Contract.* This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the **Town** beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Town of Clifton Park by: _____ <i>Philip Barrett, Town Supervisor</i> Date: _____	MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. by: _____ <i>Michael D. Panichelli, President</i> Date: _____
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ACKNOWLEDGEMENT OF THE TOWN OF CLIFTON PARK

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this ____ day of **January, 2025** before me, the subscriber personally appeared, **Philip Barrett** to me known, who, being by me duly sworn, did depose and say; that he resides in **Town of Clifton Park**, New York; that he is the **Town Supervisor** of **Town of Clifton Park**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **Town of Clifton Park**.

Notary Public, Saratoga County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On this ____ day of **January, 2025** before me, the subscriber personally appeared **Michael D. Panichelli** to me known, who, being by me duly sworn, did depose and say; that he resides in the **Town of Clifton Park, New York**; that he is the **President** of **MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.**, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C.**

Notary Public, Saratoga County, N.Y.

Attachment A
Architectural/Engineering Consultant Agreement
Project Description and Funding

PIN: 1763.21

Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction Support Services
 Construction, C/I

Dates or term of Consultant Performance:

Start Date:

Finish Date:

PROJECT DESCRIPTION:

PIN 1763.21
Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project

Project Location:
Saratoga County, New York

Consultant Work Type: See **Attachment B** for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$914,000

ATTACHMENT “B”

TASK LIST

Professional Engineering Services

**Town of Clifton Park
PIN 1763.21**

**Sitterly Road Intersection Enhancement
& Sidewalk Connectivity Project**

Saratoga County, NY

January 2025

ATTACHMENT “C”
COST ESTIMATE

Professional Engineering Services

Town of Clifton Park
PIN 1763.21

**Sitterly Road Intersection Enhancement
& Sidewalk Connectivity Project**

Saratoga County, NY

January 2025

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Section 2	Data Collection
Section 3	Preliminary Design
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Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection (by Supplemental Agreement)
Section 10	Estimating & Technical Assumptions

Section 1 - General

1.01 Project Description and Location

This project is known as:

Project Name:	Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project
PIN:	1763.21
Sponsor:	Town of Clifton Park (“ Sponsor ”)
County:	Saratoga
Preliminary Design Start:	March 2025
Anticipated Letting:	June 2026
Construction Completion:	December 2027

Project Description:

The project will provide complete pedestrian connectivity by installing sidewalks to close pedestrian facility gaps along Sitterly Road and Clifton Park Center Road. Within the project area, this stretch of roadway currently does not exhibit a cohesive pedestrian pathway, and pedestrians are frequently observed walking on the roadway shoulders or in the grass, which is an inherent pedestrian safety issue. A sidewalk on the north side of Sitterly Road and the south side of Clifton Park Center Road will provide safe pedestrian connectivity by promoting walking between Crossing Boulevard and Clifton Country Mall/Bass Pro Shops.

A single lane roundabout will enhance intersection capacity, reduce congestion, and reduce delay during peak hours as well as reduce vehicular emissions and idling associated with peak hour traffic congestion. The aesthetics of the intersections will be enhanced, contributing to the overall attractiveness and livability of the community. The roundabout will provide added safety for pedestrians crossing the intersection as there is only partial ADA accommodations currently located at this intersection.

1.02 Contract Administrator

The **Sponsor’s** Contract Administrator for this project is Jennifer Viggiani, Open Space Coordinator, who can be reached at (518) 371-6651 or jviggiani@cliftonpark.org.

All correspondence to the **Sponsor** should be addressed to:

Attn. Jennifer Viggiani
Open Space Coordinator
One Town Hall Plaza
Clifton Park, NY 12065

1.03 Project Classification

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be an Unlisted Action. The **Sponsor** is the Lead Agency.

This project is assumed to be a Class II Action, Categorical Exclusion, under USDOT Regulations, 23CFR771.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertisement, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection (by Supplemental Agreement)
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work, the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7 and 8.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information, if available:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s)
- Transportation needs
- Plans for future related transportation improvements or development in the area of the project
- Traffic Data
- Accident records and history
- Record as-built plans, including utility records
- Pavement history
- Available project studies and reports
- Other relevant documents pertaining to the project
- ROW deed / title research

The **Consultant** will become familiar with the project, including identification of any information that was not provided from the list above, before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

The **Consultant** will review aspects of the required right of way and associated scope of work. The **Consultant** will inspect the properties and become familiar with the scope and gain information on the properties that will be impacted. The **Consultant** will undertake an ongoing review and analysis of the right of way requirements for the project.

The review may include:

- Preliminary engineering design

- Preliminary right of way plans and acquisition maps
- County tax maps
- Municipal zoning regulations and maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size and type (i.e., fee, permanent easement, temporary easement) of the acquisitions
- Potential impacts on the remainder properties

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Contract Administrator. Meetings may be held to:

1. Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
2. Present, discuss, and receive direction on project specifics.
3. Discuss and resolve comments resulting from review of project documents, advisory agency review and coordination with other agencies.
4. Manage sub-consultants and/or subcontractors.

One (1) in-person public information meetings (open house format) and six (6) project stakeholder meetings are anticipated / estimated in this agreement. Advertisement for the public meeting is expected to be conducted via mailings, flyers, and email. The Consultant will coordinate with the **Sponsor** for use of the Town website as a base for posting information and updates about the project.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within ten (10) business days of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Cost Control Report and a Progress Report in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period will correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where the **Sponsor** officially suspends all work under this contract, this task will not be performed during the suspension period or as directed by the **Sponsor**.)

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the NYSDOT's Local Projects Manual (LPM) including the latest updates. If there are conflicts between local policies and procedures and those listed in the LPM, those listed in the LPM take precedence.

This project will partially utilize federal funds. All right of way work will follow federal and state laws and regulations to successfully complete the right of way acquisition process in a fully compliant manner.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions. Any **Sponsor** specific standards will be included as requested by the **Sponsor**.

1.10 Subconsultants

The **Consultant** will be responsible for:

- A. Coordinating and scheduling work, including work to be performed by sub-consultants.
- B. Technical compatibility of a sub-consultant's work with the prime **Consultant's** and other sub-consultant's work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the NYSDOT LPM.

- A. For subcontracts to this **Consultant** contract exceeding \$20,000 (\$10,000 for printing contracts):
 1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining sealed bids for the work. The **Consultant** will provide the work description and will submit it to the **Sponsor** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.
 2. The **Consultant** will solicit sealed bids from a sufficient number of prospective qualified subcontractors to ensure that at least three (3) bids are received. Upon receipt of at least three bids, the **Consultant** will submit all bids to the **Sponsor** along with a recommended choice. The **Sponsor** will either concur with the recommendation or accept one of the other bids. The **Sponsor** will then advise the **Consultant** in writing to proceed.
 3. Upon receipt of written authorization from the **Sponsor** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.
- B. For subcontracts to this **Consultant** contract equaling or under \$20,000 (\$10,000 for printing contracts):
 1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining reliable quotations (non-binding estimates) for the work. The **Consultant** will provide the work description and will submit it to the **Sponsor** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.
 2. The **Consultant** will solicit quotations from a sufficient number of prospective qualified subcontractors (typically three) to ensure that the work will be performed in the most economical manner. The **Consultant** will maintain and keep for review records of the quote solicitation process to document competition for the service. Upon receipt of the quotations, the **Consultant** will submit them to the **Sponsor** along with a recommended choice. The **Sponsor** will either concur or choose one of the other candidate subcontractors and advise the **Consultant** to proceed.
 3. Upon receipt of written authorization from the **Sponsor** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the

extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The mapping for this project will be compiled from a multitude of sources, including available topographic databases, mobile LiDAR and conventional survey.

The **Consultant** will utilize mobile LiDAR and conventional survey to collect digital terrain data for all existing roadways within the project area. The **Consultant** will develop a master Digital Terrain Model (DTM) incorporating the collected and compiled GIS data, 3D static scan data and Mobile LiDAR Mapping data.

B. Photogrammetric Survey (Intentionally Left Blank)

C. Stream Survey (Intentionally Left Blank)

D. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. A site survey should be performed to collect delineated data as soon after delineation as possible.

E. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

F. Standards

Survey will be done in accordance with the standards set forth in the NYSDOT Land Surveying Standards and Procedures Manual and in accordance with local standards described in Section 10 of the SOS. Project control will conform to the following:

1. Horizontal Project Control

All horizontal coordinates will be State Plane Coordinate System based on North American Datum of 1983 (NAD 83). Whenever practical and economical, the survey should be tied into the NAD 83-96 Base Network.

Primary project control, established by GPS techniques, should be of at least C2-I order as defined in ***Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques***, Federal Geodetic Control Committee.

Secondary project control, established by conventional techniques, should be of at least second order, class II, as defined in ***Standards and Specifications for Geodetic Control Networks***, Federal Geodetic Control Committee, 1984. After initial angular adjustment, all traverses should reflect a precision of at least 1 part in 20,000 parts to qualify for final adjustment and then as project control.

2. Vertical Project Control

Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).

To qualify for adjustment, level run error, expressed in feet, must close within 0.03's, where s is equal to the square root of the length of the level run expressed in miles.

Level runs should begin and end on benchmarks classified as at least second order, class II. Whenever practical and economical, use two different benchmarks to begin and end vertical surveys.

2.02 Design Mapping

- A. The **Consultant** will provide the 1"=20'-0" scale design mapping with 1'-0" contour intervals.
- B. The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide:

- A. The existing highway section(s) and features within the project limits, including:
 - 1. Number, width, type (through / turning), and location of travel lanes.
 - 2. Shoulder widths and types (asphalt, gravel, grass, etc.).
 - 3. Number, width, type, and location of utility strips.
 - 4. Location and percent of grades.
 - 5. Horizontal curve radii.
 - 6. Intersection geometry and conditions
 - 7. Parking regulations and conditions within the project limits.
 - 8. Right-of-way width (may be shown on a plan with references to the plan).
 - 9. Condition and adequacy of guiderail.
 - 10. Location of traffic control features and their conformity with the latest guidelines for such features.
 - 11. Provisions for pedestrians and bicyclists.
- B. The following information within the project limits:
 - 1. Existing roadway speed limit (and whether the speed limit is posted or not), and existing operating speeds (85th percentile speeds in most cases).
 - 2. Land use for the project area as it now exists and future land development (planned and potential), including development years.
 - 3. Existing vehicle access control (full control, partial control, or uncontrolled) and whether existing driveway entrances comply with local standards or policies.
 - 4. Existing pavement and shoulder conditions within the project limits.
 - 5. A general assessment of drainage conditions within the project limits.
 - 6. A list of all utilities, and the respective owners, within the project's existing ROW.
 - 7. Which school buses, emergency vehicles, or other large vehicles regularly uses this route.
 - 8. Which, if any, suitable detour routes are available.
 - 9. Which, if any, public or private transit operators, regularly use this route and Park-and-Ride facilities within the **Sponsor** corridors.

2.04 Crash Data and Analysis

The **Consultant** will obtain the last three (3) years of available linear and intersection crash data within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will compare the most recent crash types and locations with the information that was prepared for the TAP/CMAQ application in 2023. From this comparison, the **Consultant** will identify

any clusters or patterns of crashes implying inadequate geometrics, or other safety problems, within the project limits. The Consultant shall evaluate the crash rates within the project limits via the methods described in the NYSDOT *Safety Investigation Procedures Manual* (Yellow Book).

The **Consultant** will also review any crashes related specifically to pedestrians and provide a summary in the DAD.

2.05 Traffic Data Development

Traffic counts and pedestrian counts will be required for this project. The **Consultant** shall provide traffic count data for existing conditions.

The **Consultant** shall coordinate with the **Sponsor** to determine the project corridor growth factors for forecasting.

The Consultant shall provide forecast data for forecast years as follows:

Forecast Data:

- AADT
- DHV (2-way)
- DDHV
- Vehicle Classifications
- Vehicle Operating Speeds
- Turning Volumes

Forecast Years:

- Present
- Estimated Time of Completion (ETC)
- ETC + 10 years

The **Consultant** shall forecast and provide design year volumes according to the policy in the NYSDOT Project Development Manual Appendix 5 and shall explain the basis for the design year selection.

The **Consultant** shall provide flow diagrams for appropriate AM and PM peak periods showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

The **Consultant** shall determine which if any school buses, emergency vehicles, or transit facilities regularly use this route.

The **Consultant** shall determine which if any suitable detour routes are available.

2.06 Capacity Analysis

The **Consultant** shall perform capacity analyses using the latest versions of the Highway Capacity Manual and highway capacity software (HCS) or other NYSDOT approved traffic analysis software at mainline and intersection locations within the project limits to determine:

- Existing Level of Service (LOS)
- Design year no-build Level of Service
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project.

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will perform geotechnical investigation and will provide the results, including the geotechnical report and recommendations, to the **Sponsor**. Soil infiltration test borings and geotechnical borings will be completed.

2.09 Hydraulic Analysis (Intentionally Left Blank)

2.10 Bridge to be Rehabilitated (Intentionally Left Blank)

2.11 Pavement Evaluation (Intentionally Left Blank)

Section 3 - Preliminary Design

3.01 Design Criteria

- A. The **Consultant** will identify the applicable design standards to be used for this project and will establish project-specific design criteria in accordance with the NYSDOT Project Development Manual (PDM) and the NYSDOT Highway Design Manual (HDM) for development of each alternative based on facility type, functional class and design classification.
- B. The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or by a meeting) with assistance from the **Consultant** as needed.
- C. Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Design Concept

A. Selection of Design Concept

The **Consultant** will evaluate one (1) design concept for the project corridor and at the intersection that would meet the **Sponsor's** defined project objectives. The design concept shall consider the concepts provided in the previous studies that were prepared for the project. This evaluation is not to be carried beyond the point of establishing the feasibility of the concept; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

The **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views, which show:

1. **On Plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
2. **On Profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
3. **On Typical Section:** pavement section and materials, lane, median, and shoulder widths; sidewalk and trail section, materials and widths; ditches; gutters; curbs; and side slopes.
4. Where necessary: important existing features.
5. Where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to receive concurrence on the design layout for the intersection to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the design concept, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas. From this concept, the **Sponsor** will provide comments for further design development.

B. Detailed Evaluation of Design

The **Consultant** will further evaluate the design and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of the design concept, and will include:

1. Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per Chapter 2, Section 2.8 of the NYSDOT Highway Design Manual.
2. Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
3. Traffic flow and safety considerations, including signs and signals.
4. Pavement.
5. Drainage.
6. Maintenance responsibility.
7. Work zone traffic control during construction.
8. Soil and foundation considerations.
9. Utilities.
10. Right-of-way acquisition requirements.
11. Conceptual landscaping.
12. Accessibility for pedestrians, bicyclists, and the disabled; markings for pedestrian and bicycle facilities.
13. Pedestrian and bicycle signage and markings.
14. Lighting
15. Construction cost factors

C. The **Consultant** will prepare the following drawings for the concept:

1. **Plans:** 1"=20'-0" showing (as a minimum) stationing centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits and highway boundaries.
2. **Profiles:** 1"=20'-0" showing (at minimum) significant elevations; existing ground line, theoretical grade line; grades; vertical curve data including sight distances; centerline stations and equalities; construction limits; and superelevation data.
3. **Typical sections:** showing (as a minimum) pavement section, lane, median, and shoulder widths; sidewalks and curbs; trails; utilities; signage; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

- A. The **Consultant** will develop, provide and maintain a cost estimate for the concept.
- B. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Development of Draft Design Approval Document (DAD)

- A. The **Sponsor** will make all determinations not specifically assigned to the **Consultant**, which are needed to prepare the DAD.
- B. The **Consultant** will prepare a Draft DAD, which will document the results of analyses and/or studies performed in other Sections of this document. For this project, a Scoping Report/Final Design Report (PSR/FDR) format will be used.

- C. The **Consultant** will submit a digital copy of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 Advisory Agency Review

- A. The **Consultant** will submit a digital copy of the Draft DAD to the **Sponsor** and the **NYSDOT** for review. The **NYSDOT** will review the Draft DAD and provide the **Consultant** and **Sponsor** with review comments.
- B. The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received from the advisory agency, if required.
- C. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.06 Public Information Meetings

- A. Public Information Meetings
1. The **Consultant** will assist the **Sponsor** at one (1) public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and will assist with the technical discussion of the design alternatives.
 2. The **Sponsor** shall arrange for the date, time, and location of the information meetings. The **Consultant** will assist the **Sponsor** with appropriate notification.
 3. The **Consultant** will work with the **Sponsor** to develop alternate methods of disseminating the project information to the public (i.e., e-mails, flyers, on-line surveys, etc.) as required.
- B. Community Outreach, Stakeholder and Advisory Meetings
1. The **Consultant** shall assist the **Sponsor** in the development and operation of the following:
 - Community outreach
 - Review of news media for project-related news items
 - Project website – the existing Town website will be used for posting all information
 - Project newsletter
 - Stakeholder meetings

3.07 Preparation of Final Design Approval Document

- A. The **Sponsor** shall obtain all necessary approvals and concurrences, publication of legal notices, and approval of the recommended design.
- B. The **Consultant** shall prepare the Design Recommendation.
- C. The **Consultant** shall modify the Draft DAD to include the Design Recommendation, to retitle it in accordance with the Project Development Manual, and to reflect updated existing conditions and costs as necessary. The **Consultant** shall incorporate changes resulting from comments received and resolved during the previous Design Phases.
- D. The **Consultant** shall discuss and resolve the Final DAD content and format with the **Sponsor** and incorporate the discussion results before submitting it for distribution.
- E. The **Consultant** shall submit the Final DAD to the **Sponsor** and the **State** for distribution and design approval processing.

- F. The **Consultant** will submit a digital copy of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.
- G. The **Sponsor** will grant or obtain from or through NYSDOT, Design Approval.

Section 4 – Environmental

4.01 NEPA Classification

The **Consultant** will verify the NEPA Classification.

The project is assumed to be a Class II action. The **Consultant** will complete the Federal Environmental Approvals Worksheet (FEAW) and forward the completed FEAW to the **Sponsor** for signature prior to forwarding to NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. **Consultant** tasks may include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

The project is assumed to be an Unlisted Action.

4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation. (New York State’s Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the “unnecessary cost of sprawl development”). It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the LPM website.

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains

- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the LPM and detailed in the PDM and The Environmental Manual (TEM), to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the Design Approval Document.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. The results of the detailed study or analysis will be summarized in the appropriate section of the DAD and will not be performed without direction from the **Sponsor**. Payment for such studies shall be done by Supplemental Agreement.

Potential detailed studies or analysis include:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Wetlands
- Floodplains
- Coastal Zone Management
- Historic Resources
- Parks - Section 4(f) and Section 6(f) Evaluations
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands

- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not limited to:

- NYSDEC State Pollution Discharge Elimination System (SPDES) General Permit GP-0-20-001
- NYSDEC General Permit for Stream Activities GP-0-20-002, if needed
- U.S. Army Corps of Engineers Section 404 Permit (Nationwide), if needed

4.07 Public Hearing

(Intentionally Left Blank)

Section 5 - Right-of-Way

Right-of-Way Incidentals

The **Sponsor** will request right of way incidental phase authorization from the NYSDOT. The request will be made when the **Sponsor** determines that property acquisitions are likely to occur or when the **Sponsor** requests preliminary engineering phase authorization.

The **Consultant** will not proceed with any activities in this section without written authorization from the **Sponsor**. The **Consultant** will discuss with the **Sponsor** the right of way incidental procedures.

5.01 Abstract Request Map and/or Title Search

The **Consultant** will engage a qualified title company to complete title searches for properties to be acquired by the Sponsor. The title searches will examine public records to determine property title ownerships. The title searches may also ascertain if there are any claims or liens on the property.

Title Research

For the acquisition of temporary easements, the **Consultant** will engage a qualified title company to perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner(s) of record.

For the acquisition of real property rights up to and including \$10,000, the **Consultant** will engage a qualified title company to perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner(s) of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant** will engage a qualified title company to perform a Twenty-Year Title Search. The Twenty-Year Title Search will start with a deed that conveys a complete and indefeasible title, which has been executed and of record at least twenty years prior to the title search date. The Twenty-Year Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant** will engage a qualified title company to perform a Full Title Abstract. The Full Title Abstract will begin with a warranty deed that has been executed and of record at least forty years prior to the title search date.

Title Review and Certification

The **Consultant** will engage an attorney licensed to practice in New York State. The attorney will have experience with real property title certification, the preparation of deeds, easements, and closing documents. The attorney will be knowledgeable about condemnation proceedings under NYS Eminent Domain Procedure Law. The attorney will issue Certificates of Title on all fee and permanent easement property acquisitions. Title insurance will be obtained as required.

For the acquisition of real property rights up to and including \$10,000, the **Consultant's** attorney will review the Last Owner Title Searches and issue Limited Last Owner Title Certifications.

For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant's** attorney will review the Twenty-Year Title Searches and issue Limited Twenty-Year Title Certifications.

For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant's** attorney will review the Full Title Abstracts and issue Title Certifications.

The **Consultant** will submit the Title Certifications to the **Sponsor**.

Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within (ten) 10 days of the **Sponsor's** receipt of each title certification along with any title curative effort required.

5.02 Right of Way Survey

The **Sponsor** will prepare and issue a Right-of-Entry Notification letter to property owners within the project limits and provide them to the Consultant.

The **Consultant** will perform survey needed to accurately determine existing right of way limits and establish side property lines. The established right-of-way limits will be added to the project base mapping

5.03 Right of Way Mapping

The **Consultant** will meet with the **Sponsor** to discuss the types of right of way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**. Highway boundary lines and property lines will be determined from deeds where available. The review will include the description and adequacy of the area and the property rights to be acquired all of which shall be in accordance with the New York State Department of Transportation Right of Way Mapping Manual.

The **Consultant** will prepare all map revisions or additions that are determined necessary during the right of way acquisition and construction phases of the project.

5.04 Right-of-Way Plan (Intentionally Left Blank)

5.05 Right of Way Cost Estimates (Intentionally Left Blank)

The **Consultant** will provide the **Sponsor** with right-of-way cost estimates (e.g., 353c form) for both the incidental and acquisition phase.

5.06 Public Hearings/Meetings

Public Meetings are gatherings where the public receives information about the proposed project and provides input into the project process.

Public Hearings are meetings that comply with prescribed legal requirements for notification, hearing content, public comment and result in formal determinations and findings.

Public Meeting

It is not anticipated that a public meeting will be required.

Eminent Domain Procedure Law Public Hearing

It is not anticipated that an eminent domain procedure law public hearing will be required.

Preliminary Property Owner Interview

The **Consultant** will make reasonable efforts to personally contact the property owners or their designated representatives. Property owners unable to be personally contacted may be contacted via telephone, email, and certified mail. The purposes of the preliminary contact include:

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way process and construction plans
- Advise of the right to accompany the appraiser
- Determine the need for additional action regarding the right of way boundaries, errors and omissions in plans and/or other documents
- Prepare the Physical Inspection Report

5.07 Real Property Appraisals

The **Consultant** will engage a NYS Certified General Real Estate Appraiser, as defined by the New York State Department of State. The appraisals and appraisal reports will be completed in compliance with the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal, Development, and Standard 2, Real Property Appraisal, Reporting.

The **Consultant's** appraiser will contact the property owners or their designated representatives in writing prior to completing the appraisal reports to extend the opportunity to accompany the appraiser during the property inspection.

Real Property Appraisal Reports

The **Consultant** will obtain separate appraisal reports for each property to determine the fair market value of the proposed acquisitions.

In addition to the Certification in the Uniform Standards of Professional Appraisal Practice, the **Consultant's** appraiser must certify the following:

- "The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection"
- "Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."
- The **Consultant** will provide the **Sponsor** digital real property appraisal reports.

For uncomplicated partial acquisitions, which are generally valued at \$50,000 and under, the **Consultant's** appraiser will prepare a Value Finding Appraisal (VFA). Sales grids are required for values at \$25,000 and above. The VFA will be either an Appraisal Report or Restricted Appraisal

Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 2, Real Property Appraisal, Reporting.

For acquisitions of the entire real property interests, the **Consultant's** appraiser will prepare a Full Appraisal. The Full Appraisal will consist of an Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 2, Real Property Appraisal, Reporting.

For partial acquisitions, which are expected to be valued in excess of \$50,000 and may have indirect damages to the remaining land but will not have indirect damages to improvements, the **Consultant's** appraiser will prepare a Before and After Appraisal (land only). The Before and After Appraisal (land only) will consist of an Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 2, Real Property Appraisal, Reporting.

For partial acquisitions when the value is expected to exceed \$50,000 and/or the appraisal problem is complicated, the **Consultant's** appraiser will prepare a Before and After Appraisal, which will consist of two opinions of value; 1. a value of the pre-acquisition scenario, and 2. the value of the post-acquisition scenario. The difference between the two scenarios is the value of the acquisition. The Before and After Appraisal will consist of an Appraisal Report, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 2, Real Property Appraisal, Reporting.

For acquisitions of real property when the value is expected to exceed \$300,000, the **Consultant** will cause the preparation of two independently developed appraisals and appraisal reports. The two independent reports will consist of Appraisal Reports, as defined in the Uniform Standards of Professional Appraisal Practice, Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The **Consultant** will engage a separate NYS Certified General Real Estate Appraiser, as defined by the New York State Department of State. The appraisal report reviews will be completed in compliance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Appraisal Review, Development, and Standard 4, Appraisal Review, Reporting.

The **Consultant's** review appraiser will review the appraisal reports for compliance with state, federal, and USPAP standards. The review appraiser will:

- identify and correct mathematical calculations and typographical errors, if necessary,
- assure real property appraisal development and reporting meet the requirements of the appraisal subcontract and the Uniform Standards of Professional Appraisal Practice,
- examine and review the presentation of the market data and analysis in the appraisal report,
- state the basis for the fair market value conclusion
- provide value breakdowns adequate for the New York State Department of Transportation audit, Federal Highway Administration eligibility review, and negotiation,
- prepare a written report identifying the appraisal report reviewed, documenting the findings to be used by the acquiring agency for legally compensable damages,
- identify each appraisal report as recommended (as the basis for the establishment of the amount believed to be just compensation), accepted (meets all requirements, but not selected as recommended or approved), or not accepted,
- develop an amount to serve as the basis for the establishment of just compensation,

The **Consultant** will provide the **Sponsor** with the highest approved (as the basis for the establishment of the amount believed to be just compensation), appraised amount for each property

rights acquisition.

The **Consultant** will provide the **Sponsor** digital real property appraisal report reviews.

Right-of-Way Acquisition

The **Sponsor** will request right of way acquisition phase authorization from the NYSDOT. The request will likely occur when the **Sponsor** requests design approval phase authorization.

5.09 Negotiations and Acquisition of Property

The **Consultant** will not proceed with any activities in this section without written authorization from the **Sponsor**.

The **Consultant** will discuss with the **Sponsor** the right of way acquisition procedures.

Just Compensation

The **Sponsor** will establish just compensation for each property rights acquisition. In no event will the just compensation amount be less than the **Sponsor's** highest *approved* appraised amount. Because time is of the essence, the **Sponsor** will provide the just compensation amounts in writing to the **Consultant** within (ten) 10 days of the **Sponsor's** receipt of the **Consultant's** recommended just compensation amounts.

Written Offer

The **Consultant** will prepare a written offer for each real property acquisition. The amount of the offer will be the amount established by the **Sponsor** as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
 - the basis for the just compensation amount
 - the identification of the location and description of the real property
 - the interest in the real property being acquired
 - where appropriate, a statement that identifies any separately held ownership interest in the property (i.e., tenant-owned improvements) and that the interest is not included in the offer
- Additional information the **Consultant** and/or the **Sponsor** deems appropriate or required.

Deliver Offer

The **Consultant** will deliver the written offer, plats, unsigned agreements, and releases to the property owners or their designated representatives.

The **Consultant** will discuss with the property owners or their designated representatives the written offer, plats, and unsigned agreements.

The **Consultant** will conduct additional negotiation sessions with the property owners or their designated representatives in an attempt to negotiate a settlement.

The **Consultant** will make reasonable efforts to contact each property owner or their designated representative. For absentee owners and other unsuccessful personal contacts, the **Consultant** may make contact by certified mail.

The **Consultant** will maintain a detailed diary of each substantial property owner contact. The diary entries will be on a per parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to the property owner's counterproposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the **Consultant**, such as:

- Parties contacted
- Date and location of contact
- Offers made [dollar amounts]
- Counteroffers received
- Property owner's comments
- Reason(s) settlement could not be reached

Purchase Agreements

The **Consultant** will submit real property acquisition documents to the **Sponsor** for

- Approval of negotiated settlements
- Action on proposed administrative settlements
- Referral for initiation of eminent domain proceedings

Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within (ten) 10 days of the **Sponsor's** receipt of the acquisition documents from the **Consultant**.

Revisions to Just Compensation

The **Consultant** will consider any presentations made by the property owner which might affect the value of the acquisition. The **Consultant** may make recommendations to the **Sponsor** to adjust the written offer. The **Sponsor** may revise the just compensation based on the information provided by the property owner.

The **Consultant** will document the justification for revising the just compensation.

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

Administrative Settlements

The **Consultant** and/or the **Sponsor** may recommend administrative settlements. Administrative settlements are settlements in excess of the **Sponsor's** just compensation determination.

The **Sponsor** has final approval to authorize administrative settlements.

The **Consultant** will provide the written justification for the administrative settlement. The written justification will include all information necessary to support the settlement, such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the property owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (e.g., probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

Transfer of Title

The **Sponsor** will not require any property owner to surrender possession of the real property before the **Sponsor** pays the agreed purchase price.

The **Consultant** will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the **Consultant** will clear only the fee title holder's interest. For real property valued at greater than \$10,000, the **Consultant** will clear all property interests. Title curative work may include partial mortgage releases, lien subordination agreements, and lien satisfactions.

The **Consultant** will prorate real property taxes for each fee acquisition.

The **Consultant** will prepare closing documents for each acquisition. The closing documents may include an instrument, real estate transfer tax forms, W-9 tax form, releases or any document deemed necessary by the **Sponsor** and/or the **Sponsor's** attorney.

The **Consultant** will, if required, deliver the title instruments to the title attorney subcontracted by the **Consultant** for review and approval.

The **Consultant** will schedule and hold the closings. Because time is of the essence, the **Sponsor** will pay the just compensation upon receipt of the fully executed documents. The transfer of title to the **Sponsor** may require the payment of incidental expenses incurred by property owners, the **Sponsor**, or the **Consultant**. The **Sponsor** will pay appropriate reimbursable expenses to the property owners and/or the **Consultant**.

The **Consultant** will promptly file deeds or conveyance documents in the County Clerk's Office.

Right of Way Certification

The **Consultant** will prepare, and the **Sponsor** will sign the Right of Way Certificate on forms prescribed by the New York State Department of Transportation.

Relocation Assistance

It is not anticipated that relocation assistance services will be required.

Property Management

It is not anticipated that property management services will be required.

5.11 Condemnation Proceedings

If unable to reach a settlement, the **Sponsor** will initiate and be responsible for completing condemnation proceedings. The **Consultant** shall assist in the proceedings by providing background materials as needed.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans (Intentionally Left Blank)

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

Templated cross sections will be included, as required. Advance Detail Plans will be in accordance with the NYSDOT LPM and Chapter 21 of the NYSDOT HDM.

The **Consultant** will prepare and submit a digital copy of the ADPs to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

The Consultant will prepare and distribute additional copies of the ADPs to the Regional Local Project Liaison for review if requested.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders
- Bid documents
- Contract language, including applicable federal provisions and prevailing wage rates
- Special notes
- Specifications
- Plans
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.)
- Other pertinent information

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the Sponsor will submit the required number of copies of the contract documents to the NYSDOT as described in the NYSDOT LPM for review and approval.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineers Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the **Sponsor** and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see LPM Appendix 10-8).

6.06 Railroads (Intentionally Left Blank)

6.07 Bridge Inventory and Load Rating Forms (Intentionally Left Blank)

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Sponsor** will place the advertisements.

Advertisements must not be placed until construction authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening with assistance from the **Consultant**.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares, if necessary
- Determining whether the low bid is unbalanced
- For pay items bid more than 25% over the Engineers Estimate:
 - Checking accuracy of quantity calculations
 - Determining appropriateness of price bid for work in the item
 - Determining whether the low bidder is qualified to perform the work

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the NYSDOT LPM.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.
- The **Consultant** will review and coordinate Requests for Information (RFI's).

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

This scope of work to be progressed under a supplemental agreement if requested.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 General

1. Estimate ~~twenty-four (24)~~ meetings during the life of this agreement, including but not limited to:
 - One (1) Project Kick-off Meeting
 - One (1) Conceptual Design Review Meeting
 - One (1) Public Information Meeting
 - Six (6) Stakeholder Meetings
 - Zero (0) Study Advisory Committee (SAC) meetings
 - One (1) Final Design Plan Review Meeting
 - Twelve (12) Teleconference (Virtual) Meetings
 - One (1) Pre-construction Meeting
 - One (1) Bid-opening Meeting
2. Estimate eighteen (18) cost and progress reporting periods will occur during the life of this agreement.

Section 2 Data Collection

1. Estimate ~~two (2)~~ Intersections will require 12-hour traffic counts.
2. Estimate ~~two (2)~~ Wetland boundaries will be delineated and surveyed.
3. Estimate ~~zero (0)~~ Bridge hydraulic analysis will be required.
4. Estimate ~~two (2)~~ Geotechnical borings will be required.
5. Estimate ~~zero (0)~~ Pavement cores will be required.
6. Estimate ~~six (6)~~ SWPPP infiltration tests will be required.
7. Estimate ~~zero (0)~~ SWPPP deep test pits will be required.
8. Estimate ~~(100)~~ Crashes will be analyzed.

Section 3 Preliminary Design

1. Estimate ~~one (1)~~ Design concept will be analyzed for the project corridor.
2. Estimate ~~two (2)~~ Intersections will require traffic control investigations.
3. Estimate ~~zero (0)~~ Full traffic signal replacement.
4. Estimate ~~one (1)~~ Traffic signal modifications.
5. Estimate ~~one (1)~~ Project-wide capacity analysis investigation will be required.
6. Estimate ~~zero (0)~~ Bridges to be rehabilitated.
7. Estimate ~~one (1)~~ Initial cost estimate for each design alternative plus one (1) update.
8. Estimate ~~one (1)~~ In-person public information meeting (open house format).
9. Estimate ~~six (6)~~ In-person stakeholder meetings.
10. Estimate ~~zero (0)~~ Study Advisory Committee meetings.
11. Estimate ~~zero (0)~~ Virtual public information meetings.
12. Estimate ~~one (1)~~ Lighting design layout.

13. Estimate one (1) Drainage design concept.

Section 4 Environmental

1. Estimate three (3) Permits will be required (NYSDEC GP-020-001, DEC and ACOE Wetlands).
2. Estimate one (1) Stormwater Management Analysis will be required for the project.
3. Estimate one (1) Submission of Notice of Intent (NOI).
4. Estimate zero (0) Wetland mitigation designs will be required.
5. Estimate zero (0) Phase 1A/1B Archeology studies will be required.
6. Estimate zero (0) Biological assessments will be required.
7. Estimate zero (0) Detailed Studies and Analysis will be required.
8. Estimate zero (0) Public Hearings will be required.

Section 5 Right-of-Way

1. Estimate two (2) Meetings with Sponsor and the NYSDOT.
2. Estimate five (5) Last Owner Title Searches (\$10,000 or less).
3. Estimate zero (0) Twenty-Year Title Searches (\$10,001 - \$40,000).
4. Estimate zero (0) Full Title Abstracts (greater than \$40,000).
5. Estimate eight (8) Acquisition map reviews.
6. Estimate two (2) Right of way cost estimates.
7. Estimate zero (0) Public hearings.
8. Estimate zero (0) Public meetings.
9. Estimate five (5) Preliminary property owner interviews.
10. Estimate five (5) Value Finding Appraisal Reports.
11. Estimate zero (0) Full Appraisal Reports.
12. Estimate zero (0) Before and After (land only) Appraisal Reports.
13. Estimate zero (0) Before and After Appraisal Reports.
14. Estimate zero (0) Second Appraisal Reports.
15. Estimate five (5) Appraisal Report reviews.
16. Estimate one (1) Negotiation contacts per property owner.
17. Estimate one (1) Revision to just compensation.
18. Estimate one (1) Administrative settlements.
19. Estimate five (5) Fee title holder's title clearance.
20. Estimate zero (0) Other title curative actions.
21. Estimate five (5) Tax prorations.
22. Estimate zero (0) Closing packages.
23. Estimate eight (8) Title closings and county clerk document filings.
24. Estimate one (1) Right of way clearance certificate.
25. Estimate zero (0) Condemnation proceedings.

Section 6 Detailed Design

1. Estimate one (1) Signalized intersection locations to be analyzed.
2. Estimate one (1) Single-lane roundabout intersection to be analyzed.
3. Estimate zero (0) Uncontrolled intersection locations to be analyzed.
4. Estimate one (1) Set of templated cross sections will be required for the project.
5. Estimate zero (0) Bridges to be rehabilitated.
6. Estimate one (1) Bid document will be required for the project.
7. Estimate one (1) Cost estimate will be required for the project.
8. Estimate one (1) Update to the cost estimate will be required.
9. Estimate five (5) Utilities will be required to be relocated.
10. Estimate zero (0) Temporary traffic signal designs will be required.
11. Estimate five (5) Utility agreements will be prepared for utility relocations.

Section 8 Construction Support

1. Estimate (35) RFI requests made during the construction phase.
2. Estimate (35) Submittals will be reviewed.
3. Estimate four (4) Field change revisions will be required.

10.02 Technical Assumptions

Section 2 Data Collection

1. A Survey Control Report will be required.
2. The horizontal control will be established by GPS.
3. The limits of mapping will include:
 - a. Western project limit: 200 ft west of Hollandale Lane and Clifton Park Center Road Intersection.
 - b. Eastern project limit: At the intersection of the proposed Bass Pro Shop driveway entrance.
 - c. Southern project limit: At the intersection of Sitterly Road and Crossing Boulevard.
4. The **Consultant** will obtain crash data from the NYSDOT CLEAR system.
5. Existing crash patterns within the project area will be identified and any safety or inadequate geometric conditions associated with the accidents will be noted.
6. Traffic Counts will be required at two (2) existing intersections that exist within the project limits.
 - a. Hollandale Lane and Clifton Park Center Road.
 - b. Sitterly Road and Clifton Park Center Road.
7. The **Sponsor** will provide as-builts for the roadways, if available.

Section 3 Preliminary Design

1. There is one (1) in-person public information meeting (open house format) planned for the project during preliminary design. No alternate virtual public meetings are assumed. Alternate methods of disseminating the project information to the public will be prepared/developed, including flyers, on-line surveys, etc.
2. The **Sponsor** will arrange for the meeting and accommodations. The **Consultant** will assist the Sponsor to set up the in-person public meetings.
3. The **Sponsor** is the Responsible Local Official and will participate in granting the project Design Approval.
4. FHWA approval will be required.
5. NYSDOT approval will be required.
6. One (1) cost estimate will be prepared for one (1) design concept. One (1) update to the estimate will be provided.
7. One (1) recommended light type will be provided during the preliminary design phase based on input from the **Sponsor**. Cut sheets and design intent will be presented for the light type. The **Sponsor** will be responsible for coordinating all **Sponsor**-related approvals. The selected light(s) for the roadway will be included in the design. Any changes to the type of lighting that take place after the selected light(s) have been approved by the **Sponsor** and incorporated into the design will require additional services.
8. The **Consultant** will perform a field review to document existing electrical existing conditions and potential connection points.
9. The **Consultant** will coordinate with the respective utility owners for electrical connections and requirements.

Section 4 Environmental

1. The project is Federally funded and is subject to NEPA. The scope of work is consistent with a Categorical Exclusion and completion of the FEAW will satisfy the requirements of NEPA.
2. The project is assumed to be a SEQR Unlisted Action. The **Consultant** will complete a Short EAF for the **Sponsor's** use. Coordination with involved agencies is not required.

3. The results of the preliminary screenings for the project corridor will be noted in the DAD. Separate Technical Memorandums will not be prepared.
4. State-Jurisdictional wetlands are assumed to **NOT** be located within the project limits. The potential for federal-jurisdictional wetlands will be field investigated. The need for wetland delineation and mapping is assumed.
5. Wetland mitigation will not be required.
6. The need for wetland disturbance permits will be based on the presence of wetlands as determined from the field investigation. For purposes of this scope, Federal and State wetland disturbance permits are assumed.
7. The project will result in disturbance of over one (1) acre and is assumed to be classified as redevelopment with an increase of impervious surface. A SPDES General Permit GP-0-20-001 and a SWPPP is anticipated to be required for this project. Contract plans will include appropriate erosion and sediment control measures.
8. A Section 106 PSP will be prepared for the project and submitted to the NYSDOT RLPL for review. It is assumed that the project will not impact archaeological resources and there will be no Section 4(f) or Section 6(f) involvement. Effort to prepare a Phase 1A, Phase 1B or additional documentation of historic, cultural or archaeological resources will not be included under this agreement. If found to be required, a supplemental agreement will be prepared for this effort.
9. A Section 7 Endangered and Threatened Species review package will be prepared for the project and submitted to the NYSDOT RLPL for review. An endangered or threatened species survey will not be required.
10. Coordination with the **Sponsor** will be required to complete an Environmental Justice review.
11. A Hazardous waste investigation and/or screening will not be required for the project. Sampling and testing are not included in this contract. If it is determined that sampling and testing is required, the effort will be accomplished by supplemental agreement.
12. Detailed studies will not be required for groundwater, air and noise impacts.

Section 5 Right-of-Way

1. It is assumed that five (5) properties will be impacted by the project.
2. It is assumed that eight (8) Acquisition Maps will be required.
3. Highway boundary location techniques will be utilized to establish existing property owner information.
4. Deed research in conjunction with a ROW field survey will be utilized to establish highway boundaries and jurisdiction.
5. It is assumed that eight (8) acquisitions will be valued at less than or equal to \$10,000.
6. It is assumed that condemnation proceedings will not be required.

Section 6 Detailed Design

1. One (1) itemized cost estimate will be provided for the selected design alternative only at the Advanced Detail Plan Submission (90%). One (1) update to the cost estimate will be provided at the Plan, Specification & Estimate (PS&E) Submission (100%).

Section 7 Advertisement, Bid Opening and Award

1. The **Consultant** will prepare the required front-end bid documents for the project using the standard NYSDOT LDSA documents. The front-end bid documents will be reviewed by the **Sponsor** and the **NYSDOT**. The **Consultant** will address comments received and prepare one (1) revision.

2. The **Consultant** will prepare the front-end documents and provide them to the **Sponsor** for review and approval.

Section 8 Construction Support

1. The **Consultant** will review Requests for Information (RFI's) received and provide a response within five (5) business days.
2. The **Consultant** will review submittals received and provide a response within ten (10) business days.

Section 9 Construction Inspection

1. Construction Inspection is not included in this proposal but can be added under a supplemental agreement if requested by the **Sponsor**.

PIN 1763.21 Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project
 Town of Clifton Park, Saratoga County

Salary Schedule

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, PC

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Average Hourly Rate 2024	Average Hourly Rate 2025	Max Hourly Rate 2025	OVERTIME CATEGORY
Project Manager	VII (A)	\$94.00	\$97.00	\$115.00	A
Engineer V	V (A)	\$73.00	\$76.75	\$115.00	A
Engineer IV	IV (A)	\$57.00	\$60.00	\$63.00	B
Engineer III	III (A)	\$41.00	\$43.00	\$50.00	B
Engineer II	II (A)	\$34.50	\$36.25	\$37.50	B
Land Surveyor	IV (N)	\$57.00	\$60.00	\$65.00	B
Technician IV	IV (N)	\$55.00	\$57.75	\$65.00	B
Technician III	III (N)	\$38.00	\$40.00	\$44.00	C
Technician II	II (N)	\$29.75	\$32.25	\$36.00	C
Party Chief	III (N)	\$39.00	\$41.00	\$59.00	C
Instrument Person	II (N)	\$30.00	\$31.50	\$59.00	C
Party Chief (Field)	III (N)	\$39.00	\$41.00	\$59.00	C
Instrument Person (Field)	II (N)	\$30.00	\$31.50	\$59.00	C

OVERTIME POLICY:

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

County:

PREVAILING WAGE RATES -

The difference between the required prevailing wage rate and the individual's actual hourly rate, if the individual's rate is lower, is considered a direct cost:

For prevailing wages, the prevailing wage overtime policy will apply.

		Prevailing Rate	Employee Average Rate	Difference	9% Payroll Additive	Total
Party Chief	III (N)	\$48.97	\$31.54	\$17.43	\$1.57	\$19.00
Instrument Person	II (N)	\$44.99	\$28.53	\$16.46	\$1.48	\$17.94

SUPPLEMENTAL BENEFITS

Are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Firm's Normal Rate	Difference (Net)	Wage Adjustment	9% Payroll Additive
Party Chief	III (N)	\$28.90	\$11.47	\$17.43	\$0.00	\$1.57
Instrument Person	II (N)	\$28.90	\$6.88	\$22.02	\$0.00	\$1.98

PIN 1763.21 Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project
 Town of Clifton Park, Saratoga County

Staffing Table

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, PC

Preliminary Design	ASCE (A) OR NICET (N) GRADE	TASKS					TOTAL HOURS	HOURLY RATE	LABOR	
		1	2	3	4	5				
Project Manager	VII (A)	24	16	104	16	16	176	\$ 97.00	\$ 17,072	
Engineer V	V (A)	24	24	120	24	8	200	\$ 76.75	\$ 15,350	
Engineer IV	IV (A)	40	120	200	40	16	416	\$ 60.00	\$ 24,960	
Engineer III	III (A)	40	200	280	64	16	600	\$ 43.00	\$ 25,800	
Engineer II	II (A)	40	240	320	100		700	\$ 36.25	\$ 25,375	
Land Surveyor	IV (N)		16			32	48	\$ 60.00	\$ 2,880	
Technician IV	IV (N)		40				40	\$ 57.75	\$ 2,310	
Technician III	III (N)		64	96	16	32	208	\$ 40.00	\$ 8,320	
Technician II	II (N)		64	204	24	48	340	\$ 32.25	\$ 10,965	
Party Chief	III (N)		80			40	120	\$ 41.00	\$ 4,920	
Instrument Person	II (N)		80			40	120	\$ 31.50	\$ 3,780	
		168	944	1,324	284	248	2,968		\$ 141,732	
ROW						5				
Project Manager	VII (A)						0	\$ 97.00	\$ -	
Engineer V	V (A)						0	\$ 76.75	\$ -	
Engineer IV	IV (A)						0	\$ 60.00	\$ -	
Engineer III	III (A)						0	\$ 43.00	\$ -	
Engineer II	II (A)						0	\$ 36.25	\$ -	
Land Surveyor	IV (N)					16	16	\$ 60.00	\$ 960	
Technician IV	IV (N)						0	\$ 57.75	\$ -	
Technician III	III (N)					96	96	\$ 40.00	\$ 3,840	
Technician II	II (N)					16	16	\$ 32.25	\$ 516	
Party Chief	III (N)						0	\$ 41.00	\$ -	
Instrument Person	II (N)						0	\$ 31.50	\$ -	
						128	128		\$ 5,316	
Final Design						5	6	7		
Project Manager	VII (A)						80	\$ 8	\$ 8,536	
Engineer V	V (A)						80	\$ 24	\$ 7,982	
Engineer IV	IV (A)						160	\$ 48	\$ 12,480	
Engineer III	III (A)						280	\$ 80	\$ 15,480	
Engineer II	II (A)						320	\$ 160	\$ 17,400	
Land Surveyor	IV (N)						0	\$ 60.00	\$ -	
Technician IV	IV (N)						40	\$ 57.75	\$ 2,310	
Technician III	III (N)						180	\$ 40.00	\$ 7,200	
Technician II	II (N)						240	\$ 32.25	\$ 7,740	
Party Chief	III (N)						0	\$ 41.00	\$ -	
Instrument Person	II (N)						0	\$ 31.50	\$ -	
						1,380	320		\$ 79,128	
CSS							8			
Project Manager	VII (A)						32	\$ 97.00	\$ 3,104	
Engineer V	V (A)						40	\$ 76.75	\$ 3,070	
Engineer IV	IV (A)						80	\$ 60.00	\$ 4,800	
Engineer III	III (A)						120	\$ 43.00	\$ 5,160	
Engineer II	II (A)						120	\$ 36.25	\$ 4,350	
Land Surveyor	IV (N)						0	\$ 60.00	\$ -	
Technician IV	IV (N)						0	\$ 57.75	\$ -	
Technician III	III (N)						80	\$ 40.00	\$ 3,200	
Technician II	II (N)						0	\$ 32.25	\$ -	
Party Chief	III (N)						0	\$ 41.00	\$ -	
Instrument Person	II (N)						0	\$ 31.50	\$ -	
						472	472		\$ 23,684	

PIN 1763.21 Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project
 Town of Clifton Park, Saratoga County

Staffing Table

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, PC

TOTAL	ASCE (A) OR NICET (N) GRADE	TASKS								TOTAL HOURS	HOURLY RATE	LABOR		
		1	2	3	4	5	6	7	8					
Project Manager	VII (A)	24	16	104	16	16	80	8	32	296	\$	97.00	\$	28,712
Engineer V	V (A)	24	24	120	24	8	80	24	40	344	\$	76.75	\$	26,402
Engineer IV	IV (A)	40	120	200	40	16	160	48	80	704	\$	60.00	\$	42,240
Engineer III	III (A)	40	200	280	64	16	280	80	120	1,080	\$	43.00	\$	46,440
Engineer II	II (A)	40	240	320	100		320	160	120	1,300	\$	36.25	\$	47,125
Land Surveyor	IV (N)		16			48				64	\$	60.00	\$	3,840
Technician IV	IV (N)		40				40			80	\$	57.75	\$	4,620
Technician III	III (N)		64	96	16	128	180		80	564	\$	40.00	\$	22,560
Technician II	II (N)		64	204	24	64	240			596	\$	32.25	\$	19,221
Party Chief	III (N)		80			40				120	\$	41.00	\$	4,920
Instrument Person	II (N)		80			40				120	\$	31.50	\$	3,780
		168	944	1,324	284	376	1,380	320	472	5,268			\$	249,860

Task Description

- 1 General
- 2 Data Collection
- 3 Preliminary Design
- 4 Environmental
- 5 Right-of-Way
- 6 Detailed Design
- 7 Advertisement, Bid Opening and Award
- 8 Construction Support
- 9 Construction Inspection (By Supplement)

PIN 1763.21 Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project
 Town of Clifton Park, Saratoga County

Estimate of Direct Non-salary Cost

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, PC

IIA - EXPENDABLE ITEMS

1. Wage Differential		Hours	@	Rate	
Party Chief	III (N)	120		\$19.00	\$2,280.00
Instrument Person	II (N)	120		\$17.94	\$2,152.80

				Wage Differential	\$4,432.80
 Supplemental Benefits		Hours	@	Rate	
Party Chief	III (N)	120		\$19.00	\$2,280.00
Instrument Person	II (N)	120		\$24.00	\$2,880.00

				Supplemental Benefits:	\$5,160.00
				TOTAL SURVEY FIELD COST:	\$9,593
					=====
				TOTAL DIRECT NON-SALARY COSTS:	\$9,593
					=====

SUBCONTRACTOR COST

Geotechnical Investigations		\$43,000
	6 Infiltration Test 12' deep	
	2 Conventional Test Borings 30' or refusal	
	Laboratory Analysis and Report	
Wetland Investigations	Delineation and Report	\$4,000
Right of Way Determinations	Incidental Effort	\$27,000
	Acquisition Assistance Effort	\$23,000
Electrical Lighting Investigations	Preliminary Layout	\$6,000
	Detailed Design	\$25,000
	Construction Support	\$7,000

PIN 1763.21 Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project
 Town of Clifton Park, Saratoga County

Summary

MJ Engineering, Architecture, Landscape Architecture,
 and Land Surveying, PC

		1763.21.121	1763.21.221	1763.21.222	1763.21.121	1763.21.321	1763.21
		Task 1-5	Task 5	Task 5	Task 5, 6 & 7	Task 8	Total
		Preliminary	ROW	ROW	Final	Construction	
		Design	Incidentals	Acquisitions	Design	Support	
Item IA, Direct Technical Salaries		\$147,048	\$0	\$0	\$79,128	\$23,684	\$249,860
Item IB, Direct Technical Salaries		\$0	\$0	\$0	\$0	\$0	\$0
Premium Portion of Overtime							
Item IIA, Direct Non-Salary Cost		\$9,593	\$0	\$0	\$0	\$0	\$9,593
Item IIB, Direct Non-Salary Cost							
(Sub-Contractor Cost)							
Geotechnical Investigations		\$43,000	\$0	\$0	\$0	\$0	\$43,000
Wetland Investigations		\$4,000	\$0	\$0	\$0	\$0	\$4,000
Right of Way Determinations		\$0	\$27,000	\$23,000	\$0	\$0	\$50,000
Electrical Lighting Investigations		\$6,000	\$0	\$0	\$25,000	\$7,000	\$38,000
Item III, Overhead							
Office (estimated) subject to audit	180%	\$264,686	\$0	\$0	\$142,430	\$42,631	\$449,747
Field (estimated) subject to audit	146%	\$0	\$0	\$0	\$0	\$0	\$0
Item IV Fixed Fee	10%	\$41,100	\$0	\$0	\$22,100	\$6,600	\$69,800
Total Estimated Cost		\$515,427	\$27,000	\$23,000	\$268,658	\$79,915	\$914,000

TOTAL: \$914,000 *

TOTAL (w/o ROW) \$864,000



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 to authorize a transfer of Undesignated Funds of \$30,000 to have free bulk waste drop-off for Town residents at three (3) Town locations on April 5 and April 12, 2025.

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

WHEREAS, the Town had a successful bulk waste drop-off for residents in April 2024, and

WHEREAS, the Town Board desires to repeat this event for residents in 2025 at three (3) Town locations on Saturday, April 5 and Saturday, April 12, as detailed in the attached flyers, and

WHEREAS, the Town currently has a contract with Casella Waste, Inc, d/b/a Twin Bridges, to dispose of such waste; now, therefore, be it

RESOLVED, that the Town Board authorizes a transfer of \$30,000 from Undesignated Fund Balance (A-914) to A-8160-00050 (General Fund – Convenience Transfer Station – Bulk Waste) to account for the additional cost to collect the waste and for the additional labor involved in the collection.



Town of Clifton Park

Spring Clean-Up Drop Off Days

April 5th & April 12th, 2025

Acceptable Items For Drop Off

Bulk Items:

Household items that are non-hazardous, not liquid, and are too big to place in your normal residential garbage container.

Furniture:

Sofas ~ Loveseats ~ Recliners ~ Tables ~ Chairs ~ Mattresses ~ Box Springs ~ Patio Furniture ~ Rugs/Carpets (4 ft or less, must be rolled)

Fixtures:

Sinks ~ Toilets ~ Cabinets ~ Doors ~ Screens

Miscellaneous:

Bicycles ~ Lawn Mowers* ~ Weed Wackers/Trimmers* ~ Automotive Parts (small parts, no oil or gas) ~ Small Household Repair Materials
(* Oil and Gas removed)

Items NOT Accepted for Drop Off

Appliances:

Refrigerators ~ Stoves ~ Microwaves ~ Dehumidifiers ~ Air Conditioners ~ Dishwashers

Fixtures:

Glass Doors ~ Windows ~ Tubs ~ Hot Tubs

Miscellaneous:

Riding Mowers ~ Televisions ~ Computers ~ Fluorescent Bulbs ~ Motor Oil ~ Tree Stumps ~ Logs ~ Yard Waste ~ Tires ~ Paints/Stains ~ Sealant ~ Household Chemicals ~ Decks Boats ~ Wood Sheds ~ Demolition Material ~ Aerosol Cans ~ Gas Cans ~ Propane Tanks ~ Electronics ~ Batteries ~ Loose Trash or Garbage

Locations & Hours

Clifton Common

7 Clifton Common Boulevard
8am-4pm

Transfer Station

217 Vischer Ferry Road
8am-4pm

Veterans' Park

697 MacElroy Rd
8am-4pm

*Clifton Park Residents Only. Please bring Proof of Residency. Thank you for your cooperation.
For More Information please visit www.CliftonPark.org or call Town Hall at 518-371-6651*



Town of Clifton Park Spring Clean-Up Drop Off Days April 5th & April 12th, 2025

Transfer Station All Acceptable Items For Drop Off Listed PLUS

Electronic Waste Recycling:

TV's ~ Printers ~ Copiers ~ Computers & Accessories ~ Fax Machines ~ Cameras ~ Cell Phones
~Stereos ~ VCR/DVD Players ~ Video Gaming Systems ~ Circuit Boards ~ Servers

Appliance Recycling:

Refrigerators ~ Stoves ~ Dehumidifiers ~ Air Conditioners ~ Microwaves ~ Dishwashers

Paint & Oil Recycling:

Water Based Paints & Stains ~ Oil Based Paints & Stains ~ Used Antifreeze ~ Used Motor Oil

**These items can be RECYCLED FOR FREE
at the Transfer Station at any time of the year
during regular business hours.**

Clifton Park Transfer Station Regular Business Hours

Tuesday	7:30am - 5:30pm
Thursday	8:00am - 4:00pm
Friday	8:00am - 4:00pm
Saturday	8:00am - 4:00pm

(Please check www.CliftonPark.org for schedule changes)

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For More Information please visit www.CliftonPark.org or call Town Hall at 518-371-6651*