




TOWN OF CLIFTON PARK TOWN BOARD MEETING

April 21, 2025

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

 ONLINE BOARD MEETINGS

- I. Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Business**
 - **Presentation: Lola Day- A sweeper for the ISU World Figure Skating Championships in Boston**
 - **Public Hearing- 7:02pm: Regarding proposed creation of a Park District in the Woodland Hills Neighborhood**
 - **Resolutions for Consideration**
 - **Other Business**
- VII. Open Public Privilege**

NOTE:

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

- VIII. Adjournment**

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

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Proclaim Saturday, April 26, 2025 as Arbor Day in Clifton Park	P. Barrett
2. Highway	Authorize the purchase of a 2025 Bandit Intimidator Model 18XP Wood Chipper	D. Bull
3. Highway	Authorize the hiring of summer help for the Highway Department	D. Bull
4. Highway	Authorize the Highway Superintendent to piggy back from Saratoga County Bid Process for paving services	D. Bull
5. Buildings & Grounds	Declare an emergency under GML 103 for repairs to HVAC system at Town Hall	P. Barrett
6. Buildings & Grounds	Authorize transfer of Andrew Jerome from the Highway Department to be an MEO in Buildings & Grounds	P. Barrett
7. Buildings & Grounds	Authorize hiring of Pool Operations Manager for the three (3) Town-owned pools for the 2025 season	P. Barrett
8. Parks & Recreation	Authorize Courtney Thayer to serve alcohol at a gathering at Collins Park on Sunday, August 3, 2025 from 10:00am - 3:00pm	L. Walowit & A. Reid
9. Parks & Recreation	Award a contract for the 4 th of July fireworks display at the Clifton Common to Santore's World Famous Fireworks	L. Walowit & A. Reid
10. Planning	Approve Outside User Agreement between CPWA and the Town of Halfmoon for properties adjacent to the Chelsea Place roadway	P. Barrett

- | | | |
|-----------------|---|------------|
| 11. Planning | Authorize award of professional services agreement to MH Professional Engineering, PLLC for feasibility study of potential HVAC improvements at Town Hall | P. Barrett |
| 12. Planning | Authorize adoption of 2025 ADA Transition Plan | P. Barrett |
| 13. Planning | Authorize Supervisor to execute a NYS DOT Master Agreement for the Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project | P. Barrett |
| 14. Planning | Award Fuel Station Replacement project to Metro Environmental Services, LLC | P. Barrett |
| 15. Comptroller | Adopt year-end budget changes in conjunction with filing the 2024 Annual Update Document with NYS Office of State Comptroller | P. Barrett |

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING REGARDING THE ESTABLISHMENT OF
THE WOODLAND HILL'S PARK DISTRICT

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on April 21, 2025, at 7:02 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Town of Clifton Park, NY whereas, the Town Board seeks public input and discussion regarding the creation of the Woodland Hill's Park District

Copies of the proposed project are posted at:

<https://cliftonpark.org/departments/townclerk/townclerkbulletinboard>, and are also available for review in the Town Clerk's office during normal business hours.

Stephanie Ranze
Clifton Park Town Clerk



RESOLUTION

#1

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 proclaiming Saturday, April 26, 2025, as Arbor Day.

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

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day, April 26th, is now observed throughout the Nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; now, therefore, be it

RESOLVED, that the Town Board urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and be it further

RESOLVED, the Town Board urges all residents to plant trees to gladden the heart and promote the well-being for future generations; and be it further

RESOLVED, the Town Board does hereby declare Saturday, April 26, 2025 as Arbor Day in the Town of Clifton Park, to support efforts to protect our trees and woodlands.



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 the Highway Superintendent to purchase a 2025 Bandit Intimidator Model 18XP Wood Chipper.

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

WHEREAS, Highway Superintendent Dahn Bull wishes to purchase a wood chipper, under Sourcewell Contract #010925-Ban, to replace the 2016 Wood Chipper damaged by fire in January 2025, and

WHEREAS, after reviewing options available under Sourcewell Contract #010925, Mr. Bull has recommended pricing from Ground Equipment, Inc., Watervliet, NY, in an amount not to exceed \$75,796, detailed in the attached, and

WHEREAS, this 2025 Wood Chipper purchase price of \$75,796 will be offset by \$14,534, which was the insurance settlement received by the Town for the loss of the 2016 wood chipper in the January 2025 fire; now, therefore, be it

RESOLVED, that the Clifton Park Town Board authorizes the Highway Superintendent to purchase a 2025 Bandit Intimidator Model 18XP Wood Chipper, under Sourcewell Contract #010925, from Ground Equipment, Inc., for \$75,796, to be paid from DA-5130-219 [Highway - Equipment], to be offset by the insurance settlement of \$14,534 received by the Town for the loss of the 2016 Wood Chipper fire incident in January 2025; and be it further

RESOLVED, that the Comptroller is authorized to increase revenues by \$14,534 in DA-02680 (Highway Fund – Insurance Recoveries) and the expenditures increase by the same amount of \$14,534 in DA-05130-00219 (Highway Fund – Highway Machinery – Highway Vehicle).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, March 19, 2025 2:22 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 #1707

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: 04/07/2025 ✓
Board Meeting Date: 04/21/2025 ✓
Alternate Date: 04/21/2025
Budget Number: DA-5130-219
Budget Description: Vehicle/Equipment
Amount: \$75,796.00
Brief Description: Purchase of a 2025 Bandit Intimidator 18XP Drum Style Chipper.

This is replacing the chipper that was burned in January, 2025. The cost of \$75,796.00 can be offset by \$14,534.00 in the settlement from the Insurance Company for the loss of the piece of equipment.

Being purchased through Sourcewell Contract 010925-BAN, Tree Maintenance Equipment, Attachments, and Accessories. The Town receives a 12% reduction in MSRP.

Add Supporting Docs:

[1adba17c8a296c05_20250319134349972.pdf](#)
[d1922d315d97af75_Bandit_Contract_010925.pdf](#)
[7f66b23421d61a10_Chipper_Fire_Photo_1.pdf](#)

Additional Comments/Details: None at this time.

Agree to Terms: Agree

[unsubscribe](#)



Ground Equipment, Inc.
 1805 Avenue B
 Watervliet, NY 12189
 USA
 518-266-1298 (Phone)

QUOTATION

Quotation #:	Quote Created:	Last Updated:	Salesperson:
179805	03/13/25 02:43 pm by Ground Equipment, Inc.	03/17/25 09:53 am by Ground Equipment, Inc.	Doug Hulbert

CUSTOMER:	BILL TO:	SHIP TO:
Town of Clifton Park 1 Town Hall Plaza Clifton Park, NY 12065 USA 518-234-3121 (Phone) Stan Rusinozich (Contact)	Ground Equipment, Inc. 1805 Avenue B Watervliet, NY 12189 USA 518-266-1298 (Phone) Don Ramsey (Contact) groundequipment@verizon.net	Ground Equipment, Inc. 1805 Avenue B Watervliet, NY 12189 USA 518-266-1298 (Phone) Don Ramsey (Contact) groundequipment@verizon.net

INTIMIDATOR 18XP (18" DRUM STYLE)

Qty	Part #:	Description:	Base Price:
1	MODEL-18XP	Intimidator 18XP - (18" Drum Style)	\$ 43100.00

STANDARD EQUIPMENT

1	STANDARD	37" diameter x 22" wide drum with (4) 5/8" X 5 1/2" X 10" dual edge knives	
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope	
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.	
X	STANDARD	30 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge	
X	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 20" wide, driven by (2) 32.3 CID hydraulic motors.	
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel	
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)	
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector	
1	STANDARD	Clean out and inspection door on discharge bottom	
1	STANDARD	33 1/2" high x 64" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists	
1	STANDARD	(2) Last chance safety pull cables	
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)	
1	STANDARD	Wooden pusher tool with mount on infeed hopper	
1	STANDARD	1/4" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue	
1	STANDARD	Frame / Fender supports	
1	STANDARD	Lockable aluminum toolbox	
1	STANDARD	3/8" (G70) safety chains with spring loaded latch hooks	
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad	

1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1	STANDARD	Pressure check kit - Gauge is NOT included
1	STANDARD	Weather resistant manual container
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1	STANDARD	Spanish & English combination safety decals
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)

OPTIONS

Qty	Part #:	Description:	Option Price:	Extended:
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow	\$ 0.00	\$ 0.00
1	990-RC1641-213	Ford WSG-873, 7.3L 185 horsepower GAS engine without clutch (Includes 3 year / 3,500 hour engine warranty)	\$ 23650.00	\$ 23650.00
1	911-6000-58	Murphy PV485 panel with reversing auto feed for Ford 185 horsepower gas engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted on engine shroud with lockable steel cover	\$ 3460.00	\$ 3460.00
1	700-1000-13	NACD over center (double plate clutch)	\$ 1575.00	\$ 1575.00
1	OPTION-911-5000-15	High HP Drive System - (above 146 horsepower) - (Long Frame - 1500 belts, and 40 gallon tank)	\$ 1650.00	\$ 1650.00
1	OPTION-980-5000-73	Hydraulic winch with line docking station and manual push button feed assist (Includes 5/16" diameter x 200' Teufelberger rope with 12" loop installed) (Includes (1) manual rear stabilizer)	\$ 5350.00	\$ 5350.00
1	OPTION-911-1003-76	Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide	\$ 2825.00	\$ 2825.00
1	OPTION-915-5000-41	Hydraulic flow control for feed wheel rate adjustment (All-In-One Mount)	\$ 325.00	\$ 325.00
1	990-1015-73	Single 10,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail)	\$ 0.00	\$ 0.00
1	990-1011-28	(2) 235/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)	\$ 0.00	\$ 0.00
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)	\$ 0.00	\$ 0.00
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00
1	OPTION-980-5001-71	Stops on discharge - 270 degree turn (can only be added if hand crank swivel is on machine)	\$ 40.00	\$ 40.00
1	OPTION-905-5000-71	Hoop style cone holder (weld on)	\$ 175.00	\$ 175.00
1	OPTION-915-5000-43	Gate Valve for Hydraulic Tank	\$ 130.00	\$ 130.00
1	OPTION-905-5000-15	Option 7 Prong (Flat/RV Style) to 6 prong coiled cord	\$ 45.00	\$ 45.00

CUSTOMER TOTALS

Total Unit Price:		\$ 82325.00
Customer Discount:	12.0000 %	- \$ 9879.00
Dealer Preparation/Delivery:		\$ 850.00
Customer Net Unit Price:		\$ 73296.00
Freight/Shipping:		\$ 2500.00
Customer Total:		\$ 75796.00

DEALER TOTALS

COMMENTS

Quoting customer

By Ground Equipment, Inc. on 03/13/2025 02:48 PM

By Ground Equipment, Inc. on 03/13/2025 02:48 PM

Effective: Sourcewell #010925-BAN

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

~~Bandit Industries 010925-BAN~~

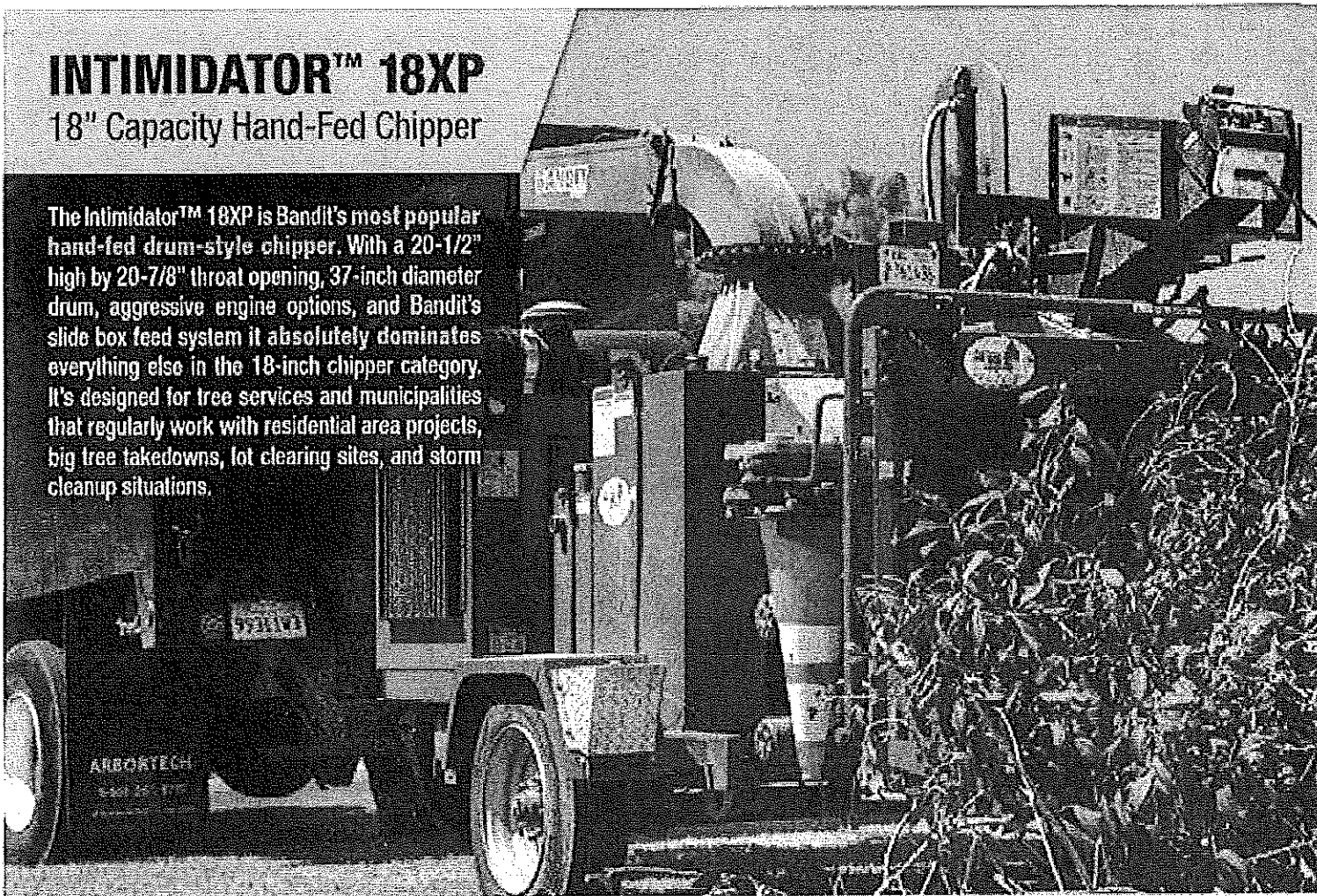
Pricing for Contract #010925-BAN provides Sourcewell participating agencies

- 12% off MSRP on 1 machine
- 15% off MSRP on 2 or more machines

INTIMIDATOR™ 18XP

18" Capacity Hand-Fed Chipper

The Intimidator™ 18XP is Bandit's most popular hand-fed drum-style chipper. With a 20-1/2" high by 20-7/8" throat opening, 37-inch diameter drum, aggressive engine options, and Bandit's slide box feed system it absolutely dominates everything else in the 18-inch chipper category. It's designed for tree services and municipalities that regularly work with residential area projects, big tree takedowns, lot clearing sites, and storm cleanup situations.



PROOF OF CONQUEST

The Intimidator 18XP will overcome and conquer the challenges presented by the wildest of trees and branches. A large throat opening and Bandit's proven slide box feed system aid in gathering and crushing both limby and fibrous material. The large, heavily-reinforced 37" diameter drum then smoothly and effectively powers through the material with authority because of increased torque, yet requiring less horsepower. This system reduces trimming time, labor costs, operator fatigue, and fuel costs while increasing production -- a concept proven time and time again by any Bandit chipper.

MAXIMUM UPTIME

Rugged construction and heavy-duty components throughout the Intimidator 18XP help ensure long life and trouble-free performance. We realize what it costs when a chipper is down, and we do our best to minimize it. That's why maintenance items are positioned for easy access and designed to be more serviceable in the field. Bandit chippers have proven over time to be the best decision you can make for a long-term investment in a brush chipper.

CHOOSE YOUR BUILD

From customizable engine, chassis, and feed system configurations to optional user-friendly features, your Intimidator 18XP can be setup with features and functions specific to your intended use. Gasoline and diesel engine options are available. Popular upgrades include a solid infeed tray with a heavy-duty rim, wider feed wheels, and a hydraulic winch to accompany the already-standard hydraulic lift cylinder. A wide array of choices allow you to make the 18XP *your* machine instead of a standard machine. Most arrangements of components can keep the machine under 10,000 pounds.



Bandit

EMPLOYEE-OWNED

6750 Millbrook Rd. • Remus, MI 49340 • 1-800-952-0178

FIND US ONLINE     WWW.BANDITCHIPPERS.COM

Hand-Fed Chippers • Stump Grinders • Whole Tree Chippers
Horizontal Grinders • Attachments

SPECIFICATIONS

MEASUREMENTS	IMPERIAL	METRIC
Length:	20' 2"	614.7 cm
Width:	7' 4"	223.5 cm
Height:	8' 8"	264.2 cm
Weight:	9,700 lbs.	4,400 kg
Engines:	120 - 174 HP (89.5 - 130 kW)	
Fuel Tank:	30 gallon	94.6 L
Hydraulic Tank:	12 gallon	45.4 L

UNDERCARRIAGES

Standard: Single 10,000 lb. (4,536 kg) axle with (2) 235/75R 17.5" (44.5 cm) tires mounted on 8-bolt heavy-duty gray rims

Standard & Custom Colors Available

Choose from two standard colors, or select a custom color to match your fleet.



Bandit Yellow

Green

DIMENSIONS

Capacity:	18"	45.7 cm
Opening:	20.5" high x 20.83" wide	52 cm high x 52.9 cm wide
Drum:	37" dia. x 22" wide	94 cm dia. x 55.9 cm wide
RPM:	Approximately 1,080 RPM	
Hitch:	2-1/2" pintle hitch	

Discharge: Height-adjustable, 360° hand crank swivel with 12" (30.5 cm) adjustable chip deflector

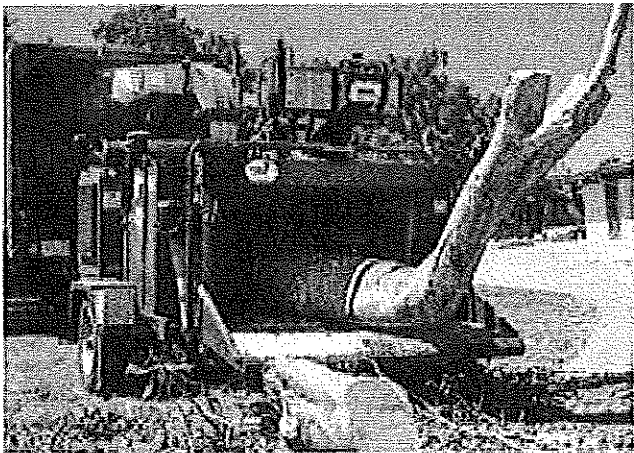
Feed System: Slide box feed system with (2) 21" (53 cm) adjustable down pressure springs, (2) 10-5/8" diameter x 20" wide feed wheels (27 cm x 50.8 cm) powered by (2) 32.3 CID hydraulic motors

Frame: Mainframe is constructed of 1/4" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue

COMMITTED TO QUALITY & PRODUCTIVITY

Since 1983, Bandit has manufactured equipment for a multitude of wood waste processing markets. The vision since the beginning, is to build quality, highly productive, easy to maintain equipment providing years of dependable service.

The commitment for quality, innovation and dedication is instilled in every employee and is one of the main reasons why Bandit became an Employee-Owned Company (ESOP) in 2018. These core values ensure each Bandit machine will leave the factory ready to exceed your expectations.


INTIMIDATOR™ 18XP FEATURES

- **Rope/Line Shear Device (standard)**
Provides an improved chance that rope or lines inadvertently entering the chipper may be cut
- **Last Chance Cables (standard)**
Stops/reverses the feed wheel when pulled in case of an emergency
- **Operator Safety Control Bar (standard)**
Wraps around 3 sides of the feed chute & controls the direction of feed wheels
- **Wood Pusher Paddle (standard)**
Used to feed small wood debris into the chipper
- **Chipper Hood Pin w/Padlock (standard)**
Prevents unauthorized access to the disc or drum
- **Chipper Hood Engine Disable Plug (standard)**
Prevents engine from being started without the hood pin in place
- **Hydraulic Bottom Bump Bar (option)**
Stops feed wheels via mechanical connection when bumped, diverting hydraulic power away from the feed wheels

Bandit Offers a Complete Line of Tree Care Equipment:
Hand-Fed Chippers • Stump Grinders • Whole Tree Chippers
Horizontal Grinders • Attachments



MASTER AGREEMENT #RFP 010925
CATEGORY: Tree Maintenance Equipment, Attachments & Accessories
SUPPLIER: Bandit Industries, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Bandit Industries, Inc., 6750 W. Millbrook Road, Remus, MI 49340 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 24, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010925 to Participating Entities. In Scope solutions include:
 - a) Tree cutting, trimming and removal equipment;
 - b) Automated, remote, or robotic tree maintenance equipment;
 - c) Stump cutters and grinders;
 - d) Brush and limb chippers;
 - e) Portable tree and brush incineration equipment;
 - f) Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to grapples, chainsaw bars, tree jacks, drum mowers, and grinders
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcwell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcwell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

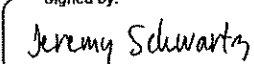
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

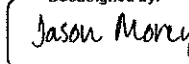
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Bandit Industries, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/17/2025 | 4:19 PM CST

DocuSigned by:

 CAF6214CC78E413...
 By: _____
 Jason Morey
 Title: Marketing Manager
 Date: 2/17/2025 | 4:43 PM EST

RFP 010925 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

Company Name: Bandit Industries, Inc.
6750 Millbrook Road
Address: Remus, MI 49340
Contact: Jason Morey
Email: jmorey@banditchippers.com
Phone: 989-561-6175
HST#: 382798375

Submission Details

Created On: Wednesday December 18, 2024 10:25:49
Submitted On: Wednesday January 08, 2025 14:31:22
Submitted By: Jason Morey
Email: jmorey@banditchippers.com
Transaction #: 42515b8b-5ed1-4786-8aaa-d12db2ee3023
Submitter's IP Address: 67.209.245.140

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Bandit Industries, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Bandit Industries, Inc. and our dealer network. See attached Bandit dealer listing.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	00RE4 = Cage Code DQBPVMGJDQ5 = UEI
5	Provide your NAICS code applicable to Solutions proposed.	333120 333243 333112
6	Proposer Physical Address:	6750 W Millbrook Rd. Remus, MI 49340
7	Proposer website address (or addresses):	www.banditchippers.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Morey jmorey@banditchippers.com 989-561-6175 Marketing Manager 6750 Millbrook Road Remus, MI 49340
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Morey jmorey@banditchippers.com 989-561-6175 Marketing Manager 6750 Millbrook Road Remus, MI 49340
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not Applicable

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The year was 1983 when original founder Mike Morey Sr. left a prominent position in the woodchipper manufacturing industry to set out and build a better product. "Nobody would listen; not to me, or the product guys, or the customers telling us what they needed," said Morey on the work environment that led him to start his own company. "Frustrating doesn't even begin to describe what it was like. Mike finally had enough and with the support of his wife (and Bandit co-founder Dianne) and their children, he started a small company called Foremost Fabrications.

He procured a 6,000 square foot repair shop located in a rural field approximately ten miles west of Mt. Pleasant, Michigan. He had the assistance of six employees, and using the designs his previous company had rejected, Mike and the fledgling team built the first Brush Bandit® chipper – the Model 100.

After the first unit was completed, Mike hit the road to promote the new chipper. Aside from the innovative design with the now-famous Slide Box Feed System, he pledged durability, honesty, integrity, and unwavering support as part of the Bandit ownership experience. It did not take long before the first load of Bandit chippers hit the road.

In 1987 Jerry Morey and Dennis Tracy left the same company to join Mike and Dianne as co- owners, bringing significant experience in sales and marketing with them. The company name was officially changed from Foremost Fabrications to Bandit Industries, Inc. A big part of the sales and marketing strategy was to set-up a variety of dealers across the country that would provide unmatched support on all levels. Sadly, Dennis Tracy passed away in 1997 leaving Dianne, Mike, and Jerry as the three owners of Bandit.

In addition to manufacturing a complete line of hand-fed chippers, Bandit continued to grow by adding product lines throughout the years. Bandit pioneered the self-propelled chipper market by introducing the first whole tree track chipper in 1990. Bandit entered the horizontal grinder market in 1995 by unveiling The Beast® – a powerful horizontal grinder that would soon become one of the leading machines in the world for processing waste wood, plastic, roofing shingles, and much more.

Bandit continued enhancing its product offerings by developing a stump grinder product line and introduced them at the TCIA show in 2004. A line of track carriers was offered to the market in 2006 featuring interchangeable forestry mower and stump grinding heads. With the success of the track mulching carriers, a 60" and 72" forestry mulcher attachment for skid- steers was added in 2013.

2018 brought on a unique partnership with Arjes a company out of Limbach, Germany to be the exclusive North American representative to sell their line of slow speed shredders. The Arjes models excel at processing construction and demolition waste, chunk wood, concrete, metal and more. Overall Bandit now has six major product lines to serve a variety of markets.

As the product lines grew, so did the manufacturing capabilities. Averaging a major building expansion every two years, Bandit's original 6,000 square foot shop grew to over 340,000 square feet of manufacturing space up until 2020. In 2018 a 19,600 square foot parts warehouse was constructed to increase parts staff and inventory. As the demand for Bandit products increased, the determination was made to dedicate significant resources in expansions. Building expansions included additions to the stump grinder and Beast assembly areas along with an addition to the hand-fed pre-assembly area. In 2022, a new state-of-the-art material processing center was started. Once all expansions are completed, the total manufacturing space will be 560,000 square feet.

At the end of 2021, Bandit announced the purchase of Trelan located just a short distance from Bandit's headquarters. Trelan has manufactured quality whole tree disc-style chippers since the seventies, further enhancing Bandit's line-up of whole tree chippers. In the summer of 2022, Bandit purchased Birch Tank located in Mount Pleasant, Michigan. This purchase added another 60,000 square feet of manufacturing space and another 6,000 square feet of office space.

Bandit's dealer network has always been a key to the success achieved. Bandit dealers invest significant resources in personnel, inventory, and support. Most dealers have dedicated parts, sales, and service employees to ensure customers are supported at the highest level. A significant number of new dealers have come on board over the last few years and the dealer network now consists of over 250 locations worldwide.

Throughout the years numerous Bandit employees have made a significant impact on the success of the company. The commitment for quality, innovation and dedication is instilled in every Bandit employee and one of the main reasons Dianne, Mike and Jerry decided to create an Employee-Owned Company (ESOP) in 2018.

In January of 2024, after serving Bandit as President and CEO since 1987, Jerry Morey announced his retirement appointing Craig Davis as the new President and CEO. Shortly after Craig became CEO, he announced the formation of a new management board to lead the company. More information on Craig and the new management team can be found under the news section of the website.

MISSION AND VISION

		<p>OUR MISSION:</p> <p>As a team of employee-owners, we will provide quality, reliable, and productive equipment leading to high customer satisfaction and prosperity.</p> <p>OUR VISION:</p> <p>Through continued product innovation with a commitment to provide unmatched support through a global dealer network, we will be the preferred equipment solution for those specializing in tree care and waste reduction applications around the world.</p> <p>CORE VALUES:</p> <p>Integrity:</p> <p>We will hold ourselves to the highest integrity and ethical behavior following through on our promises and strengthening our reputation through trust.</p> <p>Ownership:</p> <p>Each employee-owner will take initiative to bring positive results, striving to do better and anticipating problems before they occur.</p> <p>Quality:</p> <p>Quality is an attitude with an unwavering commitment to manufacture and support each product to the highest quality standards, ensuring each machine will exceed customer expectations.</p> <p>Teamwork:</p> <p>We will work as a team to achieve common objectives. With consistent collaboration, we will achieve the highest level of results. Through mutual respect, we will welcome diverse skills and perspectives to enhance our ability to be an industry leader and innovator.</p>
12	What are your company's expectations in the event of an award?	If awarded another Sourcwell contract, Bandit and our diverse North American dealer network will continue to push hard and promote the Sourcwell contract to municipal agencies. Our current contract continues to be a huge asset and has significantly simplified the selling process. In the past, it was more cumbersome and time consuming for our dealers to sell to municipals as this process involved more paperwork, etc. The Sourcwell contract encourages our team to be more focused on selling to municipal agencies as it saves them time and is a great tool to utilize.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Since 1983 Bandit has been a strong financial company. After becoming an ESOP in 2018, Bandit purchased two local businesses (one 45,000 sq/ft facility and another 67,000 sq/ft facility). These acquisitions have enhanced our ability to support our dealers and customers. Additionally in 2023, a new state of the art steel processing building was constructed featuring new robotic and laser equipment to increase productivity and efficiency. See attached Bank reference.
14	What is your US market share for the Solutions that you are proposing?	At this time, we estimate our chipper market share to be around 35% and stump grinder market share to be around 25%.
15	What is your Canadian market share for the Solutions that you are proposing?	We do not have a good system to track Canadian market share, but believe it is currently comparable to what the USA market share is.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Bandit has never petitioned for bankruptcy protection.

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Bandit is best described as a manufacturer. Bandit employs a dedicated parts, sales, and service force that focuses on supporting our direct customers in Michigan and our dealer network across North America. All of these employees are employed by Bandit. Bandit mainly sells our products through an independent dealer network that employ dedicated personnel to sell and support Bandit products. Each dealer invests significant resources to ensure each Bandit customer is supported at the highest level.</p> <p>Bandit values each dealer and refers to our dealer network as a partner. Bandit team members work with dealers on a daily basis. Regional sales and parts representatives visit dealers consistently. These visits include parts, sales, and service trainings, customer visits, demos, start-ups, and trade shows. Having dealers strategically placed around North America ensures Bandit customers are supported at the highest level.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Bandit does not utilize any third party or subcontractors. We do have dealer agreements with each dealer that outlines each dealers area of coverage and the expectations both parties agree to follow, including the selling and promotion of Bandit products, support, inventory, and more.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Bandit does not have any suspension or debarment over the last 10 years.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>The following is a listing of the awards received over the last five years: 2023: Michigan Works - Impact Award 2022: SME Prime Program - Gratiot/Isabella RESD Recognition for financial support. MMDC Business expansion award 2021: United Way Community Campaign Excellence 2019: Statement of support for the Guard & Reserve</p>
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Over the past three years Bandit's sales to the Government sector are approximately 6% of total sales.</p>
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Over the past three years less than one percent of Bandit sales have been to the Education sector.</p>
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>Bandit Corporate - Michigan MI DEAL</p> <p>Over the last three years the MI Deal contract averages around 2% of our total municipal sales.</p>
24	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>None</p>

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Milwaukee	Jim Blankenburg	414-286-2721
VDOT	Nick	804-371-9270
City of Livonia	Gary Garrison	737-466-2641

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Our sales team consists of outside regional and in-house sales representatives that cover specific areas of the country. We have 10 total in-field representatives and two in-house representatives They are responsible for supporting the sales teams of each dealer in their respective areas. This includes, product training, customer visits, demos, trade shows, and quoting of machines.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Bandit currently has 208 dealer locations in North America. To find an applicable dealer, users can visit our website and simply find their dealer by entering a city or zip code. Here is a link for reference: https://banditchippers.com/dealers/ Also see attached dealer listing.</p> <p>In most instances, each Bandit dealer has at least one dedicated sales representative(s) focusing on the Bandit line. This ensures each dealer provides adequate sales support for each area they cover. In some instances, where the market is greater dealers will have multiple sales representatives focusing on Bandit equipment. The current estimated sales force of our dealer network is over 350 representatives covering North America.</p>
28	Service force.	Bandit employs a dedicated team of service personnel. These people consist of in-house and in-field service personnel. Our in-house team is responsible for supporting our dealer networks service team by taking calls and answering emails. Our in-field team is more hands by supporting our dealers and direct customers with demos, training, and repairs. We also have a team dedicated to training. This involves either having a select group of dealers come to Bandit for in depth training on products or going to a dealer location and training multiple technicians on their site. Additionally, this team creates and maintains online training courses to ensure each dealer has the proper knowledge on all Bandit products they represent. We also have start-up, service, safety, and maintenance videos for the products we offer. These videos are on the Bandit website and also can be viewed by utilizing the QR code on each machine.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our ordering process is very simple. In 2008, Bandit launched a web-based online quoting system developed by Bandit employees. Each dealer has access to this system with a username and password. Many dealers often comment on this tool and how they wished other manufacturers would have something like it. Our quoting system guides each user through various categories and gives details descriptions (and pictures) of each standard or optional item. We also have various pricing schemes (currently have one for Sourcewell) in which if it is a Sourcewell quote, the user just has to select that pricing scheme and the proper pricing comes up. Once the quote becomes a sale, this process is simple as the user just has to select the order button and the order gets immediately submitted to Bandit's order processing department. Sourcewell members can submit a PO to the applicable authorized Bandit dealer and the dealer will place the order with Bandit.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our product support team consists of multiple people that are involved daily supporting our dealers and customers. These people are broken down into three categories (parts, service, and warranty). Our parts team works daily with our dealer network ensuring they are properly trained. They also work diligently with each respective dealer regarding parts stocking levels. Each dealer is held accountable to ensure adequate parts are in stock and available for customers in each area. To simplify the parts ordering process, each machine is shipped with a check sheet that contains part numbers and descriptions. Additionally, a manual is tethered to the machine giving a breakdown of each part or assembly. Our service team is a talented group of employees (some have been with the company 20+ years). Each service member supports dealers with machine issues, training, recommendations, in-field repairs, and more. Once a machine is delivered, a warranty validation form is filled out by the end user and submitted to Bandit by the dealer. This paperwork activates the warranty. If an issue arises during the warranty period, our dealers can submit a claim through our online dealer portal. Once this is submitted our warranty team evaluates and provides quick feedback to reduce the amount of downtime a end user has. Bandit recently launched a new online service ticketing system that goes to multiple personnel. This system has enhanced our ability to respond and track parts and service inquiries. Normally, when a dealer submits a service ticket, it can be answered in less than one hour. We also have an online chat system through our corporate website that customers can use and talk to a actual person at Bandit during normal business hours.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Bandit has a high ability and willingness to provide our products and services to Sourcewell members in the United States. Since being awarded a Sourcewell contract, our Governmental sales has increased. Our talented group of employees and dedicated dealer network around the United States is ready and willing to provide unmatched sales, service, and parts sales for each Sourcewell sale made in the USA.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Bandit has a high ability and willingness to provide our products and services to Sourcewell members in Canada. Our talented group of employees and dedicated Canadian dealer network is ready and willing to provide unmatched sales, service, and parts sales for each Sourcewell sale made in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Bandit is able to provide parts, sales, and service support for all regions in the USA and Canada. For a detail listing of each dealer please utilize this link. https://banditchippers.com/dealers/ Also see attached dealer listing. If there is no authorized dealer in a particular area, then support would be provided by a regional Bandit sales representative and Bandit parts and service personnel.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Bandit will be able to support all Sourcewell participating entities through our vast dealer network of 208 locations throughout North America.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bandit has dealers located in Alaska and Hawaii to support participating entities. Our dealer in Hawaii has been a dealer for over 25 years and has locations on O'ahu, Maui, Kauai, and the Big Island.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current Sourcewell contract is well marketed by our dealer network. Since Bandit has held a Sourcewell contract for several years our dealer network is well versed on promoting and using the contract for applicable agencies. When a new dealer comes on board that dealer is trained on how to use the contract as part of their selling process. We have a flyer as well for dealers to reference (see attachment included). Additionally, the Bandit website receives high volumes of traffic on a monthly basis. The Sourcewell logo is at the bottom of our website and once clicked upon takes a user to the Sourcewell website. We also have a Governmental Contracts menu item (https://banditchippers.com/government-contracts/) giving information about the contract and how it works. Also on our website is a chat feature allowing users to talk to a real person at Bandit during normal business hours. This allows for quick response times for requests and any information needed. Additionally, we have a wide range of specs, pictures, and videos as materials as well.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bandit and our dealer network participate heavily with social media and digital marketing. Our network consistently posts about a wide range of topics to promote all Bandit products and our dealers in general. Bandit has partnered with our corporate website host for guidance regarding digital marketing. This company specializes in construction and agricultural equipment related marketing and does a great job providing recommendations and making sure Bandit gets high level results.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Since we currently hold a Sourcewell contract, we believe Sourcewell does a great job promoting contracts and increasing membership. Since originally awarded a contract, we have seen membership increase and our overall municipal sales increase. Sourcewell is already well integrated into our selling process. If awarded a new contract, we Bandit and our dealer network will continue using this tool as the number one asset when selling to governmental agencies.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Bandit products are not available through an e-procurement ordering process at this time.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	When a Bandit product is sold to an end user there is an official start-up conducted to ensure the proper operation of the unit. The start-up is normally conducted by our dealer personnel or a Bandit representative and this is included as part of the sale. There is paperwork that each user must fill out (with the dealer) and sign showing proof of proper instruction on the operation of the unit. This start-up includes a detailed walk around of the machine. Each machine sold has a manual tethered to it. Each manual gives detailed descriptions and pictures on safety, operation, and service. Additionally, most machines have a QR code decal on them that will give an instructional video on the operation as well. These videos also can be seen on our website by using this link. https://banditchippers.com/videos/
42	Describe any technological advances that your proposed Solutions offer.	One of the key features on Bandit equipment is that we limit electronic components as much as possible. This type of equipment is put into harsh environments and vibration can cause issues. For this reason, we limit electronics as much as possible. We do utilize electronics as part of the engine control system. What is unique about this is we have an in-house team that programs these systems. This allows us to set-up the programs based on ever changing conditions. It also always for quicker troubleshooting and creates consistency among all of the engine packages we offer.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>We have been installing on demand water heaters in all new construction.</p> <p>Added several electric forklifts over the past 4 years.</p> <p>We have added 12 Cambridge high efficiency heating units to heat our shop.</p> <p>92% efficiency on our heating system.</p> <p>Have switched to over 90% LED lighting in all of our buildings.</p> <p>Enhanced our paint process with a solvent reclaimer process that will separate the solvent from the paint and reclaim it, so it isn't sent as hazardous waste.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	No third-party eco-labels or certifications are applicable

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>In 2018, Bandit became an ESOP (Employee-Owned). This is unique as it allows the culture and values that Bandit's previous owners instilled to remain intact. Bandit was built by the talented and dedicated group of employees. When customers come to Bandit and talk to employees they are impressed with how involved and the sense of pride each employee has in their respective position. This allows our equipment to be produced at a high level of quality.</p> <p>In regards to products, Bandit offers the most diverse range of models, features, and options when compared to our competitors. We offer an array of gas and diesel engine options from various engine manufacturers. Additionally, a variety of options are available that will accommodate a wide variety of applications.</p> <p>Another unique attribute is our service technicians, many of these employees have 20+ years experience and are dedicated to providing a high level of in-field support. Most of these tech's are on the road for several weeks at a time and are dedicated to getting each job completed in a timely and efficient manner.</p> <p>Finally, another key to our success is our valued dealer network. Each dealer organization invests substantial resources and has dedicated personnel to ensure each Bandit customer is supported at the highest level. Each dealer has an array of parts and machines in stock with supporting employees ensuring customers are taken care of.</p> <p>Unique attributes chippers:</p> <p>Slide box feed system - provides unmatched pulling and compressing power (has been on Bandit machines since 1983).</p> <p>5 year / 3,000 hours "GUTS" warranty on the fabricated components of the disc or drum on and feed system on chippers.</p> <p>Provide more features and options so machines can be configured to end users needs and also have track and loader machines available. Additionally, more engine options from a variety of suppliers including gas and diesel.</p> <p>Stump Grinders:</p> <p>Stump grinders are designed with the operator in mind by providing enhanced visibility, stability, and power.</p> <p>Both Products:</p> <p>Bandit is a leader and innovator when it comes to safety. Each product complies with ANSI and OSHA regulations and our team goes above and beyond ensuring each machine is easy and safe to operate.</p>
<p>46</p>	<p>Describe any safety features your equipment and products offer such as emergency or auto-shut off capability, impact-resistant helmets, chainsaw breaks and chain catchers, blade guards, safety shields, heat-resistant and abrasion resistant ropes, emergency descent and rescue equipment, cut resistant gloves or clothing, etc.</p>	<p>Bandit chippers feature the following safety items:</p> <ul style="list-style-type: none"> Operators control bar Pusher paddle Last chance cables Engine disable plug Guards that cover all moving parts Shear bar (drum chippers only) <p>Stump grinders feature:</p> <ul style="list-style-type: none"> Engine shut-down switch Cutter wheel bar Chip guards <p>See the below link for further explanation on each feature:</p> <p>https://banditchippers.com/commitment-to-safety/</p>
<p>47</p>	<p>Describe any ergonomic features your products offer such as anti-vibration systems, balanced equipment design, rotating and adjustable seats, energy absorbent lanyards and harnesses, soft-grip and adjustable handles, back support padding, auto-tensioning systems, etc.</p>	<p>All Bandit chippers are available with an automatic feed control system. This system is programmed based on the RPM of the engine and can be adjusted based on the type and size of material being chipped. Additionally, most Bandit drum-style chippers feature drums that rotate at a lower RPM generating more torque. These combinations increase efficiency and reduce vibration. Most Bandit stump grinders are also available with an automatic control system for the cutter wheel that will stop the cutter wheel as the engine drops below a set RPM, then will restart once the engine regains full RPM. Like the chippers, this system will increase performance and reduce vibration and wear on the machine.</p>

48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	Each dealer is held accountable to ensure adequate parts are in stock and available for customers in each area. To simplify the parts ordering process, each machine is shipped with a check sheet that contains part numbers and descriptions. Additionally, a manual is tethered the machine giving a breakdown of each part or assembly. Our service team is a talented group of employees (some have been with the company 20+ years). Each service member supports dealers with machine issues, training, recommendations, in-field repairs, and more. Once a machine is delivered, a warranty validation form is filled out by the end user and submitted to Bandit by the dealer. This paperwork activates the warranty. If an issue arises during the warranty period, our dealers can submit a claim through our online dealer portal. Once this is submitted our warranty team evaluates and provides quick feedback to reduce the amount of downtime an end user has. Bandit recently launched a new online service ticketing system that goes to multiple personnel. This system has enhanced our ability to respond and track parts and service inquiries. Normally, when a dealer submits a service ticket, it can be answered in less than one hour. We also have an online chat system through our corporate website that customers can use and talk to a actual person at Bandit during normal business hours.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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58	Describe your payment terms and accepted payment methods.	The standard payment terms from Bandit to our dealers on municipal sales is 30 days after the machine is invoiced. Dealers will normally honor these same terms to end users, but payment terms may vary based on the dealer. Bandit accepts checks or wire transfers as a form of payment and most of our dealers accept the same methods.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Bandit does not offer any leasing or financing options on a corporate level, but between Bandit and our dealers we work with a variety of financial institutions and can offer a leasing or financing program. As this situation arises, Bandit and our dealer will work to determine the current options offered at that time based on current interest rates, etc.
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Currently, all dealers quote and order machines off of a web-based quoting system managed by Bandit. See attached document called "sample quote" for reference. If a PO is issued by the end user to the dealer, the dealer then places the order and it becomes a sales order within our system. Since our dealers use different accounting platforms, the transaction documents (final invoice) to the end user will be different based on each dealer.
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Bandit does not accept P-card procurement.
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Bandit's pricing model is broken down by product line, then applicable models can be selected by size. Each model has a base price which includes all standard equipment. The additional required options will need added (paint, engine, etc). After the required options are gone through, additional "add on" options can be selected. The add on options are items that are not required to be on the machine but may be preferred by a specific entity. Each model and option has a corresponding part number to go along with it. Please see attached applicable price pages for additional details. Bandit is including chippers and stump grinder price pages (labeled as Tree Care Sourcwell) but is also requesting consideration for horizontal grinders and slow speed shredders to be added (labeled as Industrial Sourcwell under the requested exceptions upload).
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The attached price pages are at MSRP. The discount for each item being offered to Sourcwell members is a minimum of 12%.
64	Describe any quantity or volume discounts or rebate programs that you offer.	If an entity orders more than one machine, Bandit will increase the discount to 15%.
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any open market or nonstandard options requested, Bandit has a process in which a form must be filled out and submitted to our engineering team. If the request is approved, the option is added to our quoting system under a "special option" category and added to the quote. The option will have a part number and be quoted at MSRP and be applicable for the same 12% discount being offered on contract.
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight, prep, and delivery are not included in the attached price pages. Bandit works diligently to ship machines in truckloads reducing freight costs. Loads are often combined to reduce freight costs. Once a machine arrives, a dealer will need to prep it which involves checking the machine over and adding fuel. Once this process is completed, delivery with the customer is arranged. Freight, prep, and delivery will all show up as separate line items on the quote, so the entity is aware of these applicable charges. Some states also require required tax collection, if this is a requirement this tax will also show up as a separate line item so the entity is aware.
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Here is what our shipping department uses as an average for shipping costs. The origin of shipping will take place at 6750 Millbrook Road, Remus MI 49340.</p> <p>Rates are \$3.25 per mile for all states except for PA, NY, NJ, MD, NJ, CT, RI, MA, ME, NH, VT, DE, WV, and VA. They are at \$4.25 per mile due to tolls and bridge fares. These rates are an average. They will fluctuate a little bit for various reason.</p> <p>Prep will vary by dealers as well, but a good average for prep is approximately 1% of the net price to the end user.</p>

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If a machine ships to Alaska or Hawaii the machine maybe loaded in a container (depending on the size) then shipped to port for loading onto a ship. If the machine is too large for a container the same process is followed and the machine itself is loaded onto a ship for transportation to the final port and to the local dealer. The delivery terms to Alaska, Hawaii, or Canada are comparable to a domestic shipment. Each of these locations have Bandit dealerships so appropriate freight quotes can be given at the time of quoting.
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the variety of Bandit dealers located around North America our distribution process is simplified. Each machine purchased by a Sourcewell entity can go through the applicable authorized dealer and once completed will ship to that dealer so it can be prepped. Once that process is completed the machine can be delivered to the end user and safety and operation training can be conducted
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	When dealers need to quote a Sourcewell member, they must contact a Bandit sales representative. Once the quote is created, the Bandit sales representative will switch it to Sourcewell contract pricing which is a dedicated pricing scheme in our pricing system. The quote will list that it is under the Sourcewell pricing scheme to ensure compliance. For our quarterly sales reports, all sales ordered under this pricing scheme are pulled to ensure accurate reporting.
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Within our pricing system, we can sort quotes by the type of customer which allows us to track quotes to various end users. We can then track these quotes compared to actual orders allowing us to easily see our success rate and how many quotes are being conducted by each dealer.
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We believe a 1% sales fee of the net customer total excluding freight is an appropriate percentage for managing and facilitating the contract.

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing is better than typically offered on other contracts.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Bandit is proposing the following product solutions for this RFP:</p> <p>Hand-fed chipper:</p> <p>Bandit has manufactured hand-fed chippers since 1983. Since that time, a diverse range of models have been brought to market. These machines are the preferred solution by a variety of tree care professionals due to their ability to efficiently chip material and are also known for their longevity.</p> <p>A variety of disc and drum style models are available ranging from 6" capacity to 21" capacity.</p> <p>Stump Grinders:</p> <p>Bandit introduced a line of stump grinders in 2004. Each stump grinder is engineered to make an operator more efficient with enhanced visibility, flotation, controls, and power. A variety of rubber tire, track, and tow-behind models are available.</p> <p>Between chipper and stump grinders there are 32 total models available.</p> <p>Additionally, if awarded Bandit is requesting our line of horizontal grinders and slow speed shredders be added to this contract. We understand if they can't be but would like to at least make the request. The pricing for these two product lines is included within the attachments.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no applicable subcategories.

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
76	Tree cutting, trimming and removal equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Bandit does not offer any tree cutting or removal equipment at this time. *
77	Automated, remote, or robotic tree maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bandit does not offer any automated or robotic equipment, but, we do offer wireless radio remote control options on a majority of our chippers and stump grinders. *
78	Stump cutters and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bandit offers one the most diverse products lines in the stump grinder market consisting of rubber tire, track, and tow-behind units. Select models also have multiple control options so operators can control the preferred operation method that best suites them. 9 models are available to choose from. *
79	Brush and limb chippers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bandit offers the most diverse line of brush chippers including tow-behind, track, and loader models. A chipper chip box combo model is available as well. These models include disc and drum style chippers ranging from 6" to 21" capacity. 23 models are currently available to choose from. *
80	Portable tree and brush incineration equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Bandit does not currently offer any portable incineration equipment. Brush chippers to reduce whole trees down into an approximate 5/8" size chip. *
81	Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to, grapples, chainsaw bars, tree jacks, drum mowers, and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bandit currently has a 60" and 72" wide mulcher attachment that can be added to high flow skid steers. See pricing document called "mulchers" located in the additional documents upload.

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Tree Care Pricing_Sourcwell.pdf - Wednesday January 08, 2025 13:08:18
- Financial Strength and Stability - Bandit Bank reference letter 12.23.24.pdf - Wednesday January 08, 2025 13:08:41
- Marketing Plan/Samples - Marketing Flyer.pdf - Wednesday January 08, 2025 13:08:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sample Quote.pdf - Wednesday January 08, 2025 13:09:01
- Requested Exceptions - Industrial Pricing_Sourcwell.pdf - Wednesday January 08, 2025 13:10:08
- Upload Additional Document - Mulchers_Sourcwell.pdf - Wednesday January 08, 2025 13:10:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Morey, Marketing Manager, Bandit Industries, Inc.

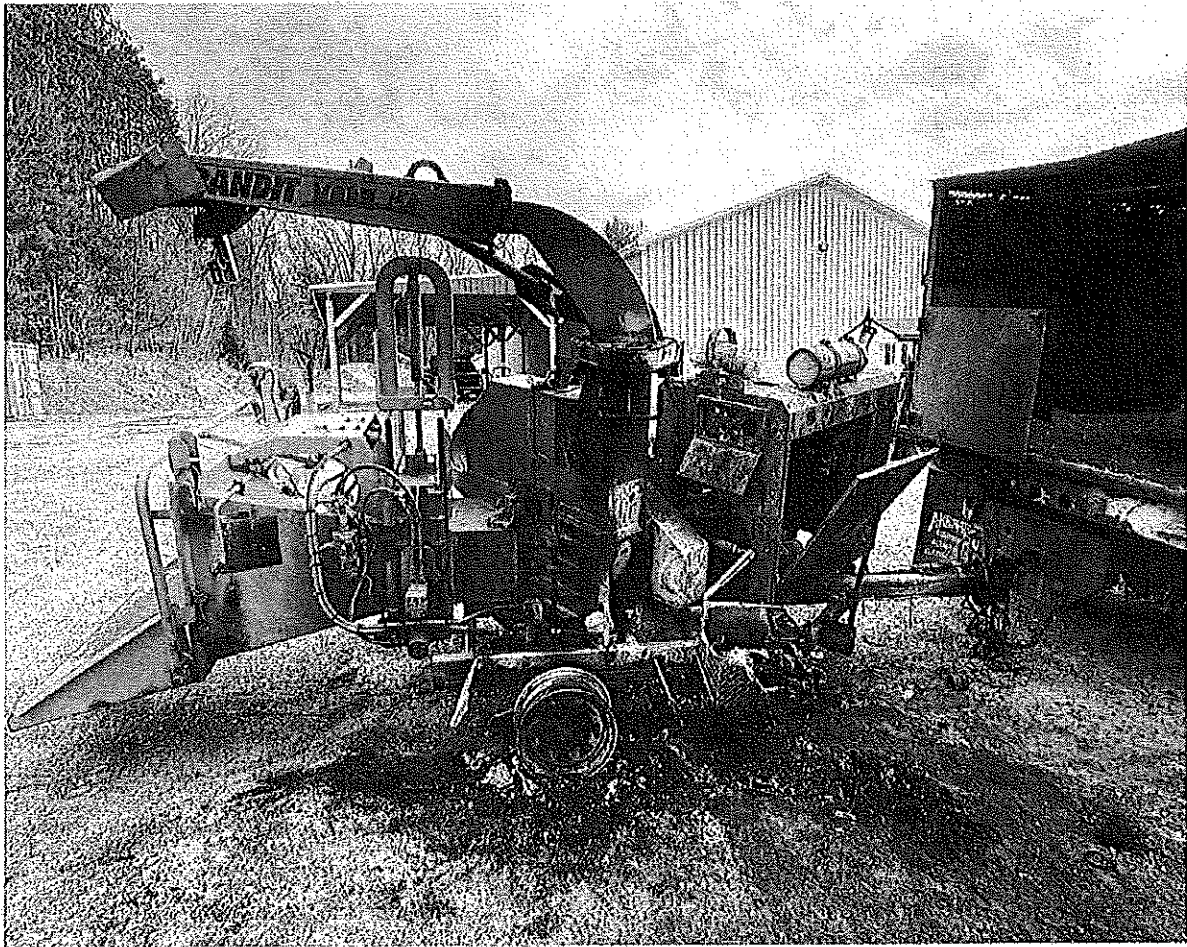
The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Tree Maintenance Eqpt Thu December 19 2024 01:52 PM	<input checked="" type="checkbox"/>	2
Addendum 1 Tree Maintenance Eqpt Thu December 12 2024 10:39 AM	<input checked="" type="checkbox"/>	1





RESOLUTION

#3

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution hiring a summer seasonal laborer for the 2025 Summer season at the Clifton Park Highway Department.

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

WHEREAS, Dahn Bull, Highway Superintendent, wishes to hire laborers for the 2025 Summer season, and,

WHEREAS, Mr. Bull has conducted interviews and driving record reviews, and has recommended the hiring of the following individual at a rate of \$16.50/hr.;

<u>Status</u>	<u>Name</u>	<u>Address</u>	<u>Start Date</u>
New Hire	Mr. Jameson "JT" Wilders	Clifton Park	May 05, 2025

Now, therefore be it,

RESOLVED, that the individual listed above be hired as a summer seasonal laborer, to be paid a rate of \$16.50/hour from budget line DA-5110-E4000, (Highway Fund – Highway Construction – Part-time Employee).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, March 20, 2025 1:17 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 #1708

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: 04/07/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 05/05/2025

Budget Number: DA-5110-E4000

Budget Description: Seasonal Help

Amount: \$16.50/hr., 40 hours a week

Brief Description: Resolution No. _____ of 2025, a resolution hiring summer seasonal laborers for the 2025 Summer season at the Clifton Park Highway Department.

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

WHEREAS, Dahn Bull, Highway Superintendent, wishes to hire seasonal laborers for the 2025 Summer season, and, WHEREAS, Mr. Bull has conducted interviews and driving record reviews, and has recommended the hiring of the following at a rate of \$16.50/hour;

Name Address Start Date

Mr. Jameson "JT" Wilders 49 Tipperary Way May 5th, 2025

Now therefore be it,

RESOLVED, that the individuals listed above be hired as seasonal help, to be paid a rate of \$16.50/hour, from line DA-5110-E4000, Seasonal Help.

Add Supporting Docs:

[28c9524086dbcfe6_20250320130845478-1.pdf](#)

Additional Comments/Details: None at this time.

Agree to Terms: Agree

[unsubscribe](#)



RESOLUTION

#4

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution contracting for paving services and paving related materials for the Town's Highway Department.

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

WHEREAS, pursuant to Section 103 (16) of the General Municipal Law, municipalities in New York may acquire services through contracts let by the State, or another political subdivision of the State, through a public bidding process which was held in compliance with the statute, and

WHEREAS, the Highway Department has requested authorization to enter into contracts with Evolution Construction Services, Mechanicville, NY, to establish services rates for equipment and labor associated with paving services based on bids awarded by the County of Saratoga after a competitive process, in compliance with GML 103, and

RESOLVED, that the Highway Superintendent is authorized to enter a pavement services contract with Evolution Construction Services, Mechanicville, NY, per Saratoga County Contract 24-PWPSR-46R, and to obtain paving related materials, in an amount up to \$1,650,000, with invoices to be paid from DA-5110-030 (Highway Fund – Highway Construction – Paving & Blacktop), \$1,000,000 and \$650,000 from DA-05112-00015 (Highway Fund – Permanent Improvements – Other Contractual).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, March 31, 2025 1:34 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 #1721

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: 04/07/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 04/21/2025

Budget Number: DA-5110-030, DA-5112-015

Budget Description: Paving/Blacktop, Road Paving (CHIPs)

Amount: \$1,727,000.00

Brief Description: A resolution hiring Evolution Construction Services to perform paving and milling operations in the Town of Clifton Park.

Piggybacking off the Saratoga County Paving Services Rates Contract, 24-PWPSR-46R.

Add Supporting Docs:

[46c1f79f0bf73e29_284_memo.pdf](#)

[2689eb53ca9ab450_Full_Bid_List_for_Paving_Services.pdf](#)

[7090956a46ab1220_24-PWPSR-46R_AWARD_MEMO.pdf](#)

Additional Comments/Details: Paving projects are approved by a majority of the board.

Agree to Terms: Agree

[unsubscribe](#)



**DEPARTMENT OF
CENTRAL SERVICES**

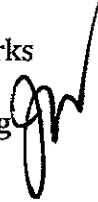
JOHN WARMT, DIRECTOR

518.885.2210

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

MEMORANDUM

TO: Chad Cooke, Public Works
FROM: John Warmt, Purchasing 
DATE: January 2, 2025
RE: Pavement Service Rates - 24-PWPSR-46R

All vendors have agreed to extend their prices for Pavement Service Rates, as per bid specification 24-PWPSR-46R.

The extended contract period will run from February 1, 2025 through January 31, 2026.

cc: J. Russo – Evolution Construction Services
D. Mellon – All States Construction dba Gorman Construction
S. Radloff – New Castle Paving
P. Fitzgerald – Jointa Lime Company
D. Bisignano – Peckham Road Corp.
D. DelSignore – DelSignore Blacktop Paving
M. Mastropietro – Callanan Industries, Inc.
K. Shader – HMA Contracting Copr.
County Auditor



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

RECEIVED

APR 17 2025

CLIFTON PARK
TOWN CLERK

MEMO

TO: The Town Board, Town Clerk, Town Attorney
CC: Ellen Martin, Deputy Superintendent
FROM: Dahn S. Bull, Highway Superintendent
Date: April 17, 2025
RE: 284 Agreement

Please see attached 284 Agreement in regard to an upcoming Resolution for the Town Board to approve.



DAHNS. BULL
 SUPERINTENDENT OF HIGHWAYS

2025 284 Agreement for the Expenditure of Highway Moneys

AGREEMENT between the Town Superintendent of the Town of Clifton Park, Saratoga County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

- GENERAL REPAIRS.** The sum of \$2,372,000.00 shall be set aside to be expended for primary work and general repairs upon 235 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
- PERMANENT IMPROVEMENTS.** The sum of \$1,767,000.00 shall be set aside to be expended for the permanent improvement in the form of roadway resurfacing of Town highways. Regional Roads will be improved through milling and asphalt recycling, and laying down 2 inches of type 6F asphalt, while Development Streets and Cul-de-Sacs will be improved through milling and asphalt recycling and laying down 1.5 inches of type 6F asphalt. Permanent improvements, while subject to change from external factors are on the following highways and streets:

2025 Milling and Paving Estimates

Street Name	Feet	Width	Dev./Loc.	Year Last Rep.	Treatment
Wheeler Drive (part to Reed)	2133	30	Woodland Hills	1996	Mill, 1.5" Overlay
Walsh Lane	845	30	Woodland Hills	2000	Mill, 1.5" Overlay
Reed Lane	2006	30	Woodland Hills	2002	Mill, 1.5" Overlay
George Drive	1426	30	Woodland Hills	1996	Mill, 1.5" Overlay
Bent Pine Hollow	1109	30	Off Plank	1998	Mill, 1.5" Overlay
Sunrise Terrace	1795	30	CK South	1997	Mill, 1.5" Overlay
Mountain Way	1267	30	CK South	1997	Mill, 1.5" Overlay
Winding Ridge	1584	30	CK South	unknown	Mill, 1.5" Overlay
Sage Court	528	30	CK South	1998	Mill, 1.5" Overlay
Hilltop Hollow Drive	845	30	Knollwood	2005	Mill, 1.5" Overlay
Knollwood (part.)	820	30	Knollwood	2005	Mill, 1.5" Overlay
Hunter Meadows	528	30	Woodstead Section	2009	Mill, 1.5" Overlay
Willowbrook Lane	1010	30	Woodstead Section	1999	Mill, 1.5" Overlay
Rivercrest Drive	1214	30	Off Riverview	2011	Mill, 1.5" Overlay
Rustic Bridge Road (post Hudson Cable job)	2218	22	Off BlueBarns	unknown	Mill, 1.5" Overlay
Grissom Drive (webster to end)	3000	30	Crescent Estates	1997	Mill, 1.5" Overlay
Stockton Court	792	30	Crescent Estates	1997	Mill, 1.5" Overlay
Barkwood Drive	1650	30	Huntwood	2004	Mill, 1.5" Overlay
Forest Drive (post Culvert)	1584	30	CK Proper	unknown	Mill, 1.5" Overlay
Lancashire Court	423	30	Sherwood Forest	unknown	Mill, 1.5" Overlay
Coventry Drive	1690	30	Sherwood Forest	unknown	Mill, 1.5" Overlay
Woodstock Drive	410	30	Sherwood Forest	2006	Mill, 1.5" Overlay

ORIGINAL DOCUMENT



DAHNS. BULL
SUPERINTENDENT OF HIGHWAYS

Glenwood Drive	2010	30	Ashley Section	2013	Mill, 1.5" Overlay
Morningside Drive	800	30	Ashley Section	2013	Mill, 1.5" Overlay
Fairlawn Court	475	30	Ashley Section	2013	Mill, 1.5" Overlay
Collins Court	900	30	Ashley Section	2013	Mill, 1.5" Overlay
Clute Circle	1636	30	Off Vischer Ferry	1998	Mill, 1.5" Overlay
Dorchester Street	955	30	Parklane Estates	1999	Mill, 1.5" Overlay
Gloucester Street (part. To Barclay)	2760	30	Parklane Estates	2009	Mill, 1.5" Overlay
Abbey Court	1056	30	Parklane Estates	1999	Mill, 1.5" Overlay
Oakhurst Court	1320	30	Parklane Estates	1999	Mill, 1.5" Overlay
Noord Lane	1215	30	Dutch Meadows	1996	Mill, 1.5" Overlay
Windmill Court	370	30	Dutch Meadows	1998	Mill, 1.5" Overlay
Settlers Lane	1110	30	Dutch Meadows	1996	Mill, 1.5" Overlay
Patroon Place	1905	30	Dutch Meadows	2007	Mill, 1.5" Overlay
Dutch Meadow Lane	320	30	Dutch Meadows	2010	Mill, 1.5" Overlay
TOTAL	45708.8	Feet	8.66	Miles	
Boyack Road (Townline to Crescent)	8025	35	Southeast	2006/2008	Mill, 2.0" Overlay
Riverview Road (Sugarhill to Brian Dr.)	6850	25	Southwest	2005	Mill, 2.0" Overlay
Ashdown Road (146A to Schaubert)	4330	25	Northwest	2015	Mill, 2.0" Overlay
TOTAL	19205	Feet	3.64	Miles	
Ferry Dr. (Work with parks for a parking lot)	792	22	Off Riverview	unknown	Mill, 2.0" Overlay
TOTAL	792	Feet	0.15	Miles	
TOTAL	65705.8	Feet	14.85	Miles	

Executed in duplicate this day of , 2025.

Superintendent of Highways Councilman

Councilman Councilman

Councilman Supervisor

ORIGINAL DOCUMENT



RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

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LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

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AGATHA REID
Councilwoman

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ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution declaring a public emergency pursuant to General Municipal Law Section 103(4), retroactive to March 8, 2025, for a repair to the Town Hall HVAC system and to increase the budget.

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

WHEREAS, on Saturday, March 8, 2025, Daniel Clemens, Director of Buildings, Parks & Recreation, received a call from Security that a broken water valve at Town Hall was spilling water out of the building and onto the sidewalk, which was creating ice, and

WHEREAS, Section 103(4) of the NYS General Municipal Law provides that in cases of an emergency situation arising from unforeseen circumstances affecting public property or the health or safety of the public, the Town Board may authorize the purchase of service, material and equipment without competitive bids, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, contacted Postler and Jaeckle for the repair and replacement of the water valve and outside piping, pursuant to an invoice for \$10,037 dated 03/08/2025, attached; now, therefore, be it

RESOLVED, that the Town Board determines that the resulting damage to the Town Hall HVAC system, as determined on March 8, 2025, constitutes an emergency for procurement purposes under Section 103(4) of General Municipal Law, and be it further

RESOLVED that Mr. Clemens is authorized to purchase the replacement water valve and outside piping from Postler & Jaeckle, Rochester, NY, and be it further

RESOLVED, that the Comptroller is authorized to pay the amount of \$10,037 to Postler & Jaeckle, from A-01620-00024 (General Fund – Town Hall Operations – General Maintenance).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, March 27, 2025 11:54 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 #1718

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: 04/07/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 05/05/2025

Budget Number: A-1620-24

Budget Description: General Fund - Town Hall Operations - Rep & Mtncce Bldg

Amount: \$10,037.26

Brief Description: Emergency repair to town hall HVAC system. Had a call from security on a sunday morning that water was poring out of the side of town hall, running down the sidewalk, making ice. Large valve was broken, would not close. P&J came in that day to stop the leak best hey could. Returned a couple of days during the week to replace the valve, fix all the outside piping.

Add Supporting Docs:

[013bd28dede0143a_emergency_repairs_to_town_hall_HVAC_res_req_3.27.25.pdf](#)

Additional Comments/Details: I called Sean in first to investigate, he called and sent pictures. Had to be taken care of immediately.

Agree to Terms: Agree

[unsubscribe](#)

POSTLER & JAECKLE

INVOICE
02830686

DATE
3/25/25

REMIT PAYMENT TO:
615 SOUTH AVE.
ROCHESTER, NY 14620-1385

11485
* E-MAIL INVOICE
TOWN OF CLIFTON PARK
1 TOWN HALL PLAZA
CLIFTON PARK NY 12065

70221
DAN CLEMENS
CLIFTON PARK - TOWN HALL
1 TOWN HALL PLAZA
CLIFTON PARK NY 12065

518-261-5065

Customer PO No.: VERBAL

Job/Cost Code: 069505-000000194
Bill Contract: 0223302765

Reference Description

Amount

WATER LEAK ON BLDG LOOP BY CHILLER.
LABOR

5,222.00

MATERIALS

4,815.26

SUB-TOTAL \$10,037.26
TAX .00
AMOUNT PAID .00
AMOUNT DUE \$10,037.26

** THANK YOU FOR YOUR BUSINESS **

DUE UPON RECEIPT

POSTLER & JAECKLE

PLUMBING · HEATING · AIR CONDITIONING
REFRIGERATION · SHEET METAL

24 HR EMERGENCY	1-800-724-4252
NEW YORK OFFICES	
ROCHESTER	MAIN 585-546-7450
	SERVICE 585-423-6214
ALBANY	SERVICE 518-459-0910
BINGHAMTON	SERVICE 607-757-0100
SOUTHERN TIER	SERVICE 607-739-8303
SYRACUSE	SERVICE 315-455-5587
NEW JERSEY & PENNSYLVANNIA	SERVICE 570-883-9563

Date 3/8/2025
Job No. 69505
Cost Code 000000194
Work Order No. 223302765
Ticket No. 20250302140357
Customer P.O. VERBAL

Customer CLIFTON PARK - TOWN HALL (70221)
Address 1 TOWN HALL PLAZA, CLIFTON PARK NY 12065
Contact DAN CLEMENS (518-261-5065)
Description WATER LEAK ON BLDG LOOP BY CHILLER.

EQUIPMENT

Manufacturer	Model	Serial No.	Location	No.	Desc.	Parts Spec.
--------------	-------	------------	----------	-----	-------	-------------

N/A	N/A	N/A				
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WORK PERFORMED

Date	Description
------	-------------

3/2/2025	
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MATERIAL

Category	PO No.	Description
----------	--------	-------------

PO	999111-004629	Fittings, 1ea
PO	069505-019400	Hanger, 1ea
PO	069505-019401	Mega press coupling, 1ea
PO	069505-019402	Insulation, 1ea

LABOR

Date	Technician Name	Tech Id	ST	OT	DT	Shift	Remark
------	-----------------	---------	----	----	----	-------	--------

3/2/2025	Jacob Hodom	07496			4.00		
		Total			4.00		

TOOL RENTAL

Tool Description	Week Ending	M	T	W	T	F	S	S
------------------	-------------	---	---	---	---	---	---	---

SUBCONTRACTOR

RECOMMENDATION

Job Status JOB STATUS COMPLETE Accepted By Tel Email dclemens@cliftonpark.org Comments <small>Note: tools and materials may not reflect those listed on the final invoice.</small>	<hr/> Signature <hr/> Date
--	---

POSTLER & JAECKLE

PLUMBING · HEATING · AIR CONDITIONING
REFRIGERATION · SHEET METAL

24 HR EMERGENCY	1-800-724-4252
NEW YORK OFFICES	
ROCHESTER	MAIN 585-546-7450
	SERVICE 585-423-6214
ALBANY	SERVICE 518-459-0910
BINGHAMTON	SERVICE 607-757-0100
SOUTHERN TIER	SERVICE 607-739-8303
SYRACUSE	SERVICE 315-455-5587
NEW JERSEY & PENNSYLVANNIA	SERVICE 570-883-9563

Date 3/8/2025
Job No. 69505
Cost Code 000000194
Work Order No. 223302765
Ticket No. 20250304111755
Customer P.O. VERBAL

Customer CLIFTON PARK - TOWN HALL (70221)
Address 1 TOWN HALL PLAZA, CLIFTON PARK NY 12065
Contact DAN CLEMENS (518-261-5065)
Description WATER LEAK ON BLDG LOOP BY CHILLER.

EQUIPMENT

Manufacturer	Model	Serial No.	Location	No.	Desc.	Parts Spec.
N/A	N/A	N/A				

WORK PERFORMED

Date	Description
3/3/2025	Returned to replace leaking piping. Demoed and rebuild exterior piping. Still had no luck getting ball valve inside to fully close. Left drain open outside to try and prevent line from freezing, planning to come back in a few days to replace ball valve, have to drain heat loop and need a warmer day
3/5/2025	Returned. Insulated all outdoor piping. Drained building and replaced ball valve/ piping that was leaking by. Filled and leak tested. Good. Bled air from all piping
3/6/2025	Finished last bit of insulation

MATERIAL

Category	PO No.	Description

LABOR

Date	Technician Name	Tech Id	ST	OT	DT	Shift	Remark
3/3/2025	Kyle Rosenberger	07608	5.00				
3/3/2025	Trevor Howe	07381	4.00				
3/3/2025	Jacob Hodom	07496	8.00				
3/5/2025	Kyle Rosenberger	07608	8.00				
3/5/2025	Jacob Hodom	07496	8.00				
3/6/2025	Kyle Rosenberger	07608	1.00				
3/6/2025	Jacob Hodom	07496	1.00				
Total			35.00				

TOOL RENTAL

Tool Description	Week Ending	M	T	W	T	F	S	S

SUBCONTRACTOR

RECOMMENDATION

<p>Job Status JOB STATUS COMPLETE</p> <p>Accepted By</p> <p>Tel</p> <p>Email dclemens@cliftonpark.org</p> <p>Comments</p> <p><small>Note: tools and materials may not reflect those listed on the final invoice.</small></p>	<p>_____ Signature</p> <p>_____ Date</p>
--	--



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 authorizing the transfer of Andrew Jerome to the Buildings & Grounds Department as a Motor Equipment Operator (MEO).

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks & Recreation, wishes to hire a new MEO to fill an opening in the department, and

WHEREAS, Andrew Jerome has been employed in the Highway Department for nine years most recently as a Motor Equipment Operator for the department, and

WHEREAS, Mr. Clemens recommends that Andrew Jerome be transferred from the Highway Department to fill the position of MEO in the Buildings & Grounds Department; now, therefore, be it

RESOLVED, that Town Board hereby authorizes the transfer of Andrew Jerome from the Highway Department to the Buildings & Grounds Department to fill the position of MEO at Grade 5, Step 7, year 3, a salary of \$68,946 and \$33.02/hr, effective April 22, 2025, to be paid from a transfer as detailed in the attached Schedule A.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, April 4, 2025 9:27 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 Employee Resolution Request #1733

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

Department: Buildings & Grounds
Your Name: daniel Clemens
Your Email: dclemens@cliftonpark.org
Sponsor: P. Barrett
Agenda Session Date: 04/07/2025 ✓
Board Meeting Date: 04/21/2025 ✓
Alternate Date: 05/05/2025
Budget Number: A-7110-Exxxx-??
Budget Description: General Fund - Buildings & Grounds - Andrew Jerome ??
Amount: \$66,620 - \$31.91/hour
Brief Description: Hire/transfer Andrew Jerome from the highway department to Buildings & Grounds department as an MEO Grade 5 step 7 Year 3 effective Tuesday April 22,2025
Add Supporting Docs:
[c19dafb7f96bbb4b_posting_March_3_2025.pdf](#)

Additional Comments/Details: Andy has 9 years of service with Clifton Park and 13 years previously with Halfmoon. He has his class A CDL and experience in all the equipment that our department has. He will be a versatile and valuable addition to our department.

Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

Town of Clifton Park
Salary Allocation

	Grade	Step	Year	Hourly Rate	2025	Weeks to End of Year	Hours	Projected to End of Year
Transfer from Highway Andrew Jerome effective April 22, 2025		5	7	3	33.02	36.40	40.00	\$ 48,077.12
Funds available from MEO Bldgs & Grounds								\$ 48,077.12
								\$ -
Rounded to:								<u>\$ -</u>
Transfer funds from:								
General Fund - Buildings & Grounds - MEO						A-07110-E1500		<u>\$ 48,080.00</u>
Transfer to:								
General Fund - Building & Grounds - A Jerome						A-07110-E0707		<u>\$ 48,080.00</u>



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the hiring of a Pool Operations Manager for the 2025 Season.

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

WHEREAS, the Town Board wishes to hire a manager to operate the three Town-owned pools for the 2025 Season; and

WHEREAS, the Town Board wishes to rehire returning Pool Operations Manager Duane Nichols; now, therefore, be it

RESOLVED, that Duane Nichols is hereby hired as Pool Operations Manager for the three Town-owned pools for the 2025 Season, to be paid \$36/hr., pay to be charged one-third (1/3) to each pool: A-7150-E4600 (General Fund – Barney Road Pool – Pool Operations Manager), A-7151-E4600 (General Fund – Country Knolls Pool – Pool Operations Manager), A-7152-E4600 (General Fund – Locust Lane Pool – Pool Operations Manager).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, April 18, 2025 8:37 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 Employee Resolution Request #1756

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

Department: Buildings & Grounds

Your Name: Daniel Clemens

Your Email: dclemens@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 04/21/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 05/05/2025

Budget Number: A-7150-E4600 - A-7151-E4600 - A-7150-E4600

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

Amount: \$36/hour

Brief Description: Request to hire Duane Nichols to work at each of the (3) pools for opening, closing and regular maintenance for the 2025 season at a rate of \$36 per hour.

Add Supporting Docs:

Additional Comments/Details: I have met with Mike Woerner a couple of times and we will be working together with some of his lifeguards to work with Duane on opening and closing.

Agree to Terms: Agree

[unsubscribe](#)



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 Courtney Thayer to serve alcoholic beverages at a gathering to be held at Collins Park on August 3, 2025.

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

WHEREAS, Courtney Thayer is hosting a gathering at Collins Park and has requested permission to serve alcohol in the form of beer and wine at the event, and

WHEREAS, Courtney Thayer has submitted a permit application for use of Town facilities at Collins Park on August 3, 2025, from 10:00am -3:00pm; now, therefore, be it

RESOLVED, that Courtney Thayer, Clifton Park, is hereby authorized to serve beer and wine at a gathering to be held at Collins Park on August 3, 2025 from 10:00am -3:00pm.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, March 31, 2025 12:44 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 #1720

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

Department: Parks & Rec
Your Name: Michael Woerner
Your Email: mwoerner@cliftonpark.org
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 04/07/2025 ✓
Board Meeting Date: 04/21/2025 ✓
Alternate Date: 04/21/2025
Budget Number: N/A
Budget Description: alcohol permit request
Amount: see attachments
Brief Description: request for alcohol permit
Add Supporting Docs:
[4fc86384b0b38fb3_Thayer_alcohol_permit_request.pdf](#)

Additional Comments/Details: n/a
Agree to Terms: Agree

[unsubscribe](#)



Town of Clifton Park

Office of Parks and Recreation

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

Mike Woerner, Director

2025 SPECIAL ALCOHOL USE PERMIT REQUEST

(Please attach to Facility Permit Application)

Name of Organization: Grad Party

Contact Person: Courtney Thayer

Address: _____

Phone: _____

Email: _____

Location, Date and Time of Event: _____

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

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

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

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

Signed:  Date: 3/24/25

For Office Use Only

Date on Town Board Agenda: _____

If Approved, Permit Issued and Mailed to Applicant: _____



Town of Clifton Park

Office of Parks and Recreation

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

Mike Woerner, Director

2025 OUTDOOR FACILITY PERMIT APPLICATION

General Information

Name of Organization: Grad Party Today's Date: 3/24/25

Contact Person: Courtnay Thayer

Address: _____

Phone: _____ (work) _____

Email: _____

Facility Requested:

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

Date Requested: Aug 3rd 2025 Time: 10 am to 3 pm # of Participants: 100

Permit is governed by the following conditions:

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

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

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

Signed: _____ Approved: [Signature]
Applicant for Permit Parks & Recreation Office

Date: 3/31/25

RENTAL FEE SCHEDULE

Fields and Pavilions:

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

Locust Lane Pool Tent:

- Locust Lane Pool Tent (noon - 3:30 p.m. or 4:00 p.m. - 7:30 p.m.)
 Mon-Thurs: \$60.00 per time frame Fri-Sun: \$70.00 per time frame
 Additional charge for non-member guests \$5.00 per non-member (Must be paid day of party AT pool)

FACILITY DESCRIPTIONS

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

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

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

TOWN OF CLIFTON PARK - PARK RULES

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

Thank you for your cooperation and enjoy your day!

FOR OFFICE USE ONLY			
Field Rental	_____	_____	Date Paid: <u> 3/31/25 </u>
Pavilion Rental	<u> 5 @ 15 - </u>	<u> \$ 75 </u>	Amount Paid: <u> \$ 100 - </u>
Field Lights	_____	_____	Payment Type: <u> CASH </u>
Security	_____	_____	Permit Given: <u> @ </u>
Trash Removal	_____	_____	Outlook Calendar: <u> @ </u>
Other	<u> ALCOHOL PERMIT </u>	<u> 4 25 - </u>	Staff Initials: <u> @ </u>



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 awarding the contract for Fireworks, for the Town of Clifton Park's 4th of July celebration to Santore's World Famous Fireworks and authorizing the Supervisor to sign the agreement for same.

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

WHEREAS, bids were solicited for the annual Fourth of July fireworks display and opened on April 4, 2025, and

WHEREAS, Santore's World Famous Fireworks, P.O. Box 687, Stillwater, New York, has submitted the sole quote, in the amount of \$21,500, for a twenty-minute musically choreographed pyrotechnic display, and

WHEREAS, Santore's Fireworks has successfully staged the fireworks display for the Town's 4th of July celebration for several years, and the price quote for the show is in line with prior years, and

WHEREAS, Mike Woerner, Director of Parks and Recreation, has recommended that the quote of Santore's World Famous Fireworks in the amount of \$21,500 be accepted; now, therefore, be it

RESOLVED, that the bid for the 4th of July fireworks display be awarded to Santore's World Famous Fireworks, Schaghticoke, New York, at a cost not to exceed \$21,500, as budgeted from (A-7550-00052) (General Fund- Festivals-July 4th Fest); and be it further

RESOLVED, that the Supervisor is hereby authorized to sign an agreement reflecting the above terms, subject to review and approval of the agreement by the Town Attorney.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, April 10, 2025 8:13 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1742

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

Department: Parks & Rec
Your Name: Michael Woerner
Your Email: mwoerner@cliftonpark.org
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 04/21/2025 ✓
Board Meeting Date: 04/21/2025 ✓
Alternate Date: 04/21/2025
Budget Number: a-7550-052
Budget Description: supervisor sign July 4 fireworks contract
Amount: \$21500
Brief Description: have town supervisor sign the July 4 fireworks contract
Add Supporting Docs:
[0336c9b2c27fb1fb_Town_of_Clifton_Park_contract_7.4.25SWFFonlycontract.pdf](#)

Additional Comments/Details: sign contract attached
Agree to Terms: Agree

[unsubscribe](#)

Contract

THIS CONTRACT ("Contract") is made on this 9th day of April, 2025, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170; hereinafter known as and designated as "SANTORE"; and **Town of Clifton Park**, having an address of ,One Town Hall Plaza, Clifton Park, NY 12065, hereinafter known as and designated as "CLIENT."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

1. "SANTORE" agrees to furnish CLIENT a fireworks display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.

- A. Display Date: July 4, 2025.
- B. Display Location: A designated area of Clifton Commons.
- C. Start Time of Display: 9:30 p.m.
- D. Duration of Display: 20 minutes.

2. "SANTORE" agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.

3. "SANTORE" will provide proof of Workman's Compensation/Disability Insurance for its employees. 'SANTORE' also agrees to supply CLIENT insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "SANTORE" shall supply to CLIENT a Certificate of Insurance showing CLIENT as the Certificate Holder.

4. CLIENT will procure and/or provide the following

- A) A safe and secure (as reasonably defined and approved by SANTORE and local officials) firing site which meets the minimum safety distance factors established by State and local laws and NFPA codes;
- B) Police protection adequate to maintain said distance factors;
- C) All necessary permits at own expense;
- D) Sand (as required); N/A
- E) Barges, tugs, and marine/barge insurance; N/A
- F) Communications equipment; N/A
- G) Security, including crowd control;
- H) Standby fireman and equipment;
- I) A safe and secure loading facility for set up of pyrotechnics;
- J) Next day clean up(s) of site;

5. HOLD HARMLESS

CLIENT agrees to hold harmless **"SANTORE"** of all and any claims, legal fees incurred outside the operations or control of **"SANTORE."** **"SANTORE"** agrees to hold harmless **CLIENT** from all claims and legal fees incurred from the direct operations of **"SANTORE."** Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4. shall be the sole responsibility of **CLIENT**, and no claim shall be made against **"SANTORE"**; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, **"SANTORE"** is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

6. POSTPONEMENT

Every reasonable effort will be made to conduct the display(s) despite weather. Should weather prove unfavorable on the date listed in Section 1 (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon and notice given **"SANTORE"** no later than one o'clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by **"SANTORE"** due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

7. CANCELLATION

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay **"SANTORE"** 50% of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **"SANTORE"** liquidated damages of 100% of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT**'s paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

8. PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$21,500.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: A 50% deposit is due upon signing of contract. The balance of the contract is due upon completion of the display. A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

9. CLIENT agrees that any publicity, media coverage, announcements, and advertising shall name **SANTORE'S WORLD FAMOUS FIREWORKS, LLC**, as the primary Contractor for the said display.

10. CLIENT agrees and understands that this agreement is being entered to in Saratoga County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Saratoga County, New York.

SANTORE'S WORLD FAMOUS FIREWORKS, LLC
Jeffrey M. Ward 4.09.2025

By: *Jeffrey M. Ward*

Town of Clifton Park Authorized Representative

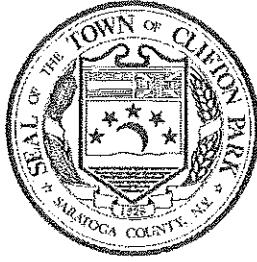
By: _____

Client Contact Information

Name: _____
Address: _____
Phone No.: _____
Cell Phone: _____
E-Mail _____

Representative for Date of Show

Name: _____
Cell Phone: _____
E-Mail _____



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 approving the Clifton Park Water Authority's Outside Users Agreement with the Town of Halfmoon to supply water to properties adjacent to Chelsea Place roadway.

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

WHEREAS, the Clifton Park Water Authority (CPWA) currently services Chelsea Medical Park, with the water line terminating at the Clifton Park and Halfmoon Town line; and

WHEREAS, the owners of several buildings, including the Shenendehowa School District office, have developed a plan to extend water services along Chelsea Place, which traverses both the Town of Clifton Park and the Town of Halfmoon; and

WHEREAS, the Town of Halfmoon does not have water services in the area adjacent to Chelsea Place and is unable to extend its water services to this location; and

WHEREAS, a request has been made to the CPWA to extend its water services into the Town of Halfmoon to service properties adjacent to Chelsea Place; and

WHEREAS, an agreement has been developed and approved by the CPWA Board to extend water services into the Town of Halfmoon, and the Town of Halfmoon is currently reviewing the agreement for approval; and

WHEREAS, there is sufficient capacity within the CPWA system to accommodate this extension; and

WHEREAS, upon completion of the extension and all necessary approvals, all structures on Chelsea Place will become customers of the CPWA and will be billed accordingly; now, therefore, be it

RESOLVED, that the Clifton Park Town Board hereby approves the Clifton Park Water Authority's outside users agreement with the Town of Halfmoon to supply water to properties adjacent to the Chelsea Place roadway; and be it further

RESOLVED, that the Supervisor of the Town of Clifton Park is hereby authorized to execute any and all documents necessary to effectuate this agreement.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, April 1, 2025 10:52 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 #1723

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: 04/07/2025 ✓

Board Meeting Date: 4/21/2025 ✓

Alternate Date: 05/05/2025

Budget Number: N/A

Budget Description: N/A

Amount: 0

Brief Description: Outside User Agreement between CPWA and Town of Halfmoon to service a portion of properties adjacent to Chelsea Place. Town Board approval is required to validate sufficient capacity and ability to serve exists without disruption to the utility users in Clifton Park.

Add Supporting Docs:

[fdd92fb38ca10f6c_BackupOne.pdf](#)

[f212bf811c957e46_BackupTwo.pdf](#)

Additional Comments/Details: See Backup Documents for additional details.

Agree to Terms: Agree

[unsubscribe](#)



Memorandum

To: Supervisor Philip Barrett
From: Chris Wheland, Authority Administrator
Date: January 31, 2025
Re: Chelsea Place Water Extension

A handwritten signature in black ink, appearing to be "C. Wheland", written over the "From:" line of the memorandum header.

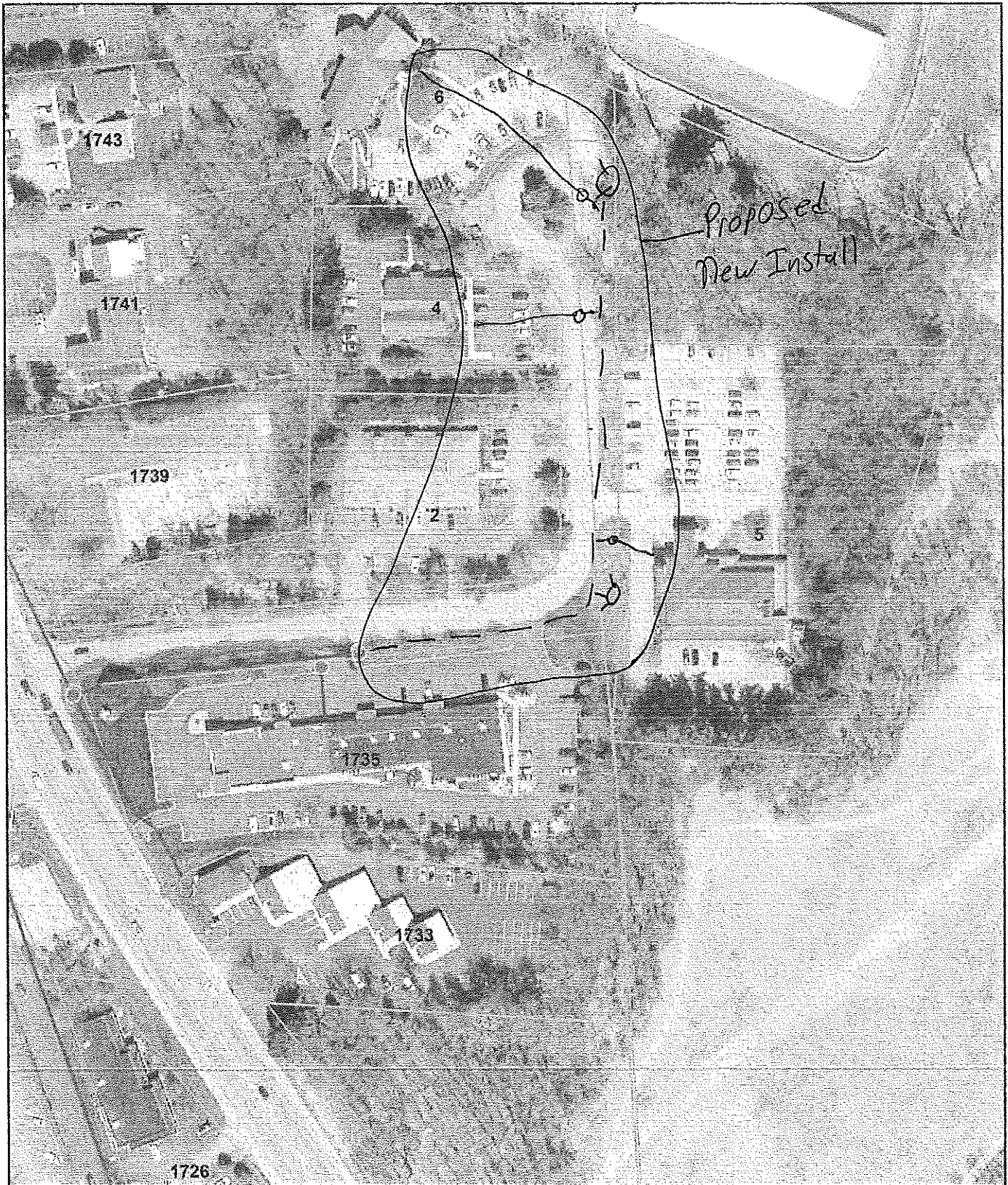
Chelsea Place is located off of Route 9 across from the Holiday inn and Peddlers. Currently CPWA services Chelsea Medical Park and our line stops at the Clifton Park, Halfmoon Town line.

The owners of a few different buildings including the Shenendehowa School District office have developed a plan to extend water on Chelsea place. Any extension of our system would then continue into the Town of Halfmoon and require town board approval to extend the CPWA services.

The Town of Halfmoon doesn't have water services in this area and are not able to extend through the town to service Chelsea Place. As an alternative CPWA was asked if there could be an extension of services into Halfmoon. An agreement with Halfmoon has been developed and approved by CPWA Board to extend the services. The Town of Halfmoon is also reviewing the agreement for approval.

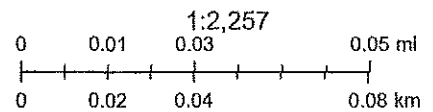
Once all approvals are issued and construction complete all structures on Chelsea Place would become customers of CPWA and CPWA would bill accordingly. There is sufficient capacity within the CPWA system to accommodate this small extension.

Chelsea Place



1/31/2025, 11:05:37 AM

- Curb Stops
- Hydrants
- Water Valves
- Water Mains
- Parcels





Memorandum

To: Philip Barrett, Clifton Park Town Supervisor
From: Chris Wheland, CPWA Administrator
Date: January 15, 2025
Re: Chelsea Place Water Extension

The Clifton Park Water Authority has received a request to extend water services into the Town of Halfmoon on Chelsea Place. This extension would provide water to an area that currently does not receive potable water and water services are not available from Halfmoon.

Structures on Chelsea Place would become customers of CPWA and billed the rate as charged to other Clifton Park Water Authority customers. CPWA would be responsible for the operation and maintenance of the water infrastructure along Chelsea Place.

Enclosed is an agreement that would be between CPWA and the Town of Halfmoon explaining the extension and terms thereof. As this is an extension of water services outside the current CPWA district, approval of the Town of Clifton Park is required.

This extension is for current structures including the Shenendehowa Central School District Office, and a potential new structure to be constructed within the Town of Halfmoon.

There is sufficient capacity to service this area, and the increased water usage will keep the water from becoming stagnant.

If you have any questions, please reach out.

WATER SUPPLY AGREEMENT

This Water Supply Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025 by and between HALFMOON WATER SUPPLY DISTRICT No. 1 (the "District"), an improvement district in the Town of Halfmoon, New York ("Town") with an office at 2 Halfmoon Plaza, Halfmoon, New York 12065, and the CLIFTON PARK WATER AUTHORITY (the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 661 Clifton Park Center Road, Clifton Park, New York 12065.

WITNESSETH:

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

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

WHEREAS, the area of the District to be supplied and serviced by the Authority is set forth in Exhibit "A" attached hereto and by this reference made a part hereof; and

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

WHEREAS, the District, the Town and the Authority desire that the Chelsea Place customers within the District be charged the same rates for water usage as similarly situated customers of the Authority pay;

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

Section 1. SUPPLYING OF WATER.

The Authority shall furnish water to the District in such quantities as required by the current and future customers on Chelsea Place within the District, and subject to the provisions of Section 5 below, at rates currently charged to customers of the Authority within the Town of Clifton Park.

Section 2. ADDITIONAL DUTIES OF THE AUTHORITY.

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

Section 3. RATE ADJUSTMENTS.

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

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

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

(B) If the Authority raises or lowers from time to time, its rates (or raises or lowers its basic service charges) to its customers in the Town of Clifton Park, New York, from those in effect on the date hereof, then the rates set forth in Section 1 hereof (or the basic service charges, as the case may be) shall be increased or decreased, as the case may be, by the same amount. The adjustment shall take effect on the same date for customers within the District as for customers of the Authority in the Town of Clifton Park. For purposes of this Agreement, the parties agree that the rate charged the customers in the Town of Clifton Park as of the date hereof shall be deemed to be \$4.35 per 1,000 gallons of water and that the basic service charges and rates in effect are the same as referred to in Section 1.

Section 4. NO EXPANSION WITHOUT CONSENTS.

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

Section 5. FUTURE CUSTOMERS WITHIN THE DISTRICT.

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

Section 6. DELINQUENT BILLS.

(A) To the extent allowed by law, the Town shall include on the tax bill of customers of the Authority within the District who are more than ninety (90) days delinquent in paying their bill the amount of any and all delinquent water bills (including, without limitation, interest, late fees and any other charges due to the Authority); provided the Authority has given written notice of the names, tax map numbers and the amount of the delinquent bills to the Town no later than October 1 of each year.

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

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

Section 7. DISTRICT SUBJECT TO RULES AND REGULATIONS OF THE AUTHORITY

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

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

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

Section 8. NOTICES

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

If to the Authority:

Town of Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park, New York 12065 Attn:
Administrative Director

If to the District:

Halfmoon Water Supply District No.1 c/o
Halfmoon Town Hall
2 Halfmoon Plaza
Halfmoon, New York 12065
Attn: Supervisor

If to the Town:

Halfmoon Town Hall
111 Route 236
Halfmoon, New York 12065
Attn: Supervisor

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

Section 9. MISCELLANEOUS .

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

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

(C) If any one or more of the agreements provided herein on the part of the District, the Town of Halfmoon, or the Authority to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law, in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of provisions herein should be contrary to law, then such provision or provisions shall be deemed separable from the remaining portions hereof and shall in no way effect the validity of any of the other provisions hereof.

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

Section 10. LIMITED OBLIGATIONS.

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

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

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

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

Section 11. TERM AND TERMINATION

The term of this agreement shall be twenty (20) years, from initial service. Either party may terminate this Agreement for cause, defined as a breach of any of its material terms which remains uncured 90 days after written notice thereof.

Section 12. ARBITRATION.

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

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

CLIFTON PARK WATER AUTHORITY

BY: _____
Helmut Gerstenberger, Chairman

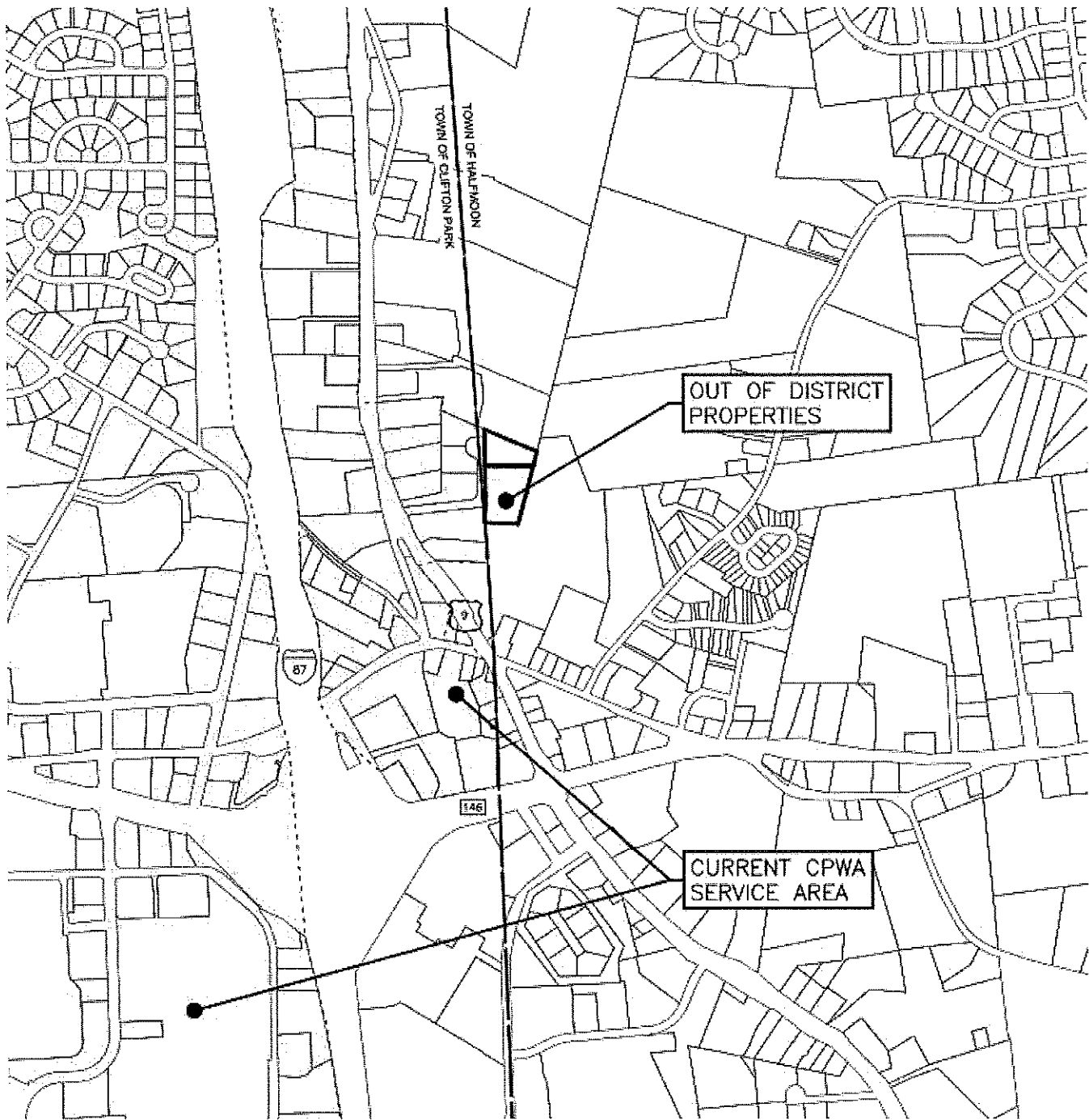
HALFMOON WATER SUPPLY DISTRICT No. 1

BY: _____
Kevin Tollisen, Town Supervisor

TOWN OF HALFMOON

BY: _____
Kevin Tollisen, Town Supervisor

EXHIBIT "A"





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 awarding a Professional Services Agreement to MH Professional Engineering, PLLC for Mechanical, Electrical, and Plumbing (MEP) Engineering Design Services for a Feasibility Study of potential HVAC Improvements at the Town of Clifton Park Town Hall.

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

WHEREAS, the Town of Clifton Park requires a feasibility study for potential HVAC improvements at the Town Hall located at 1 Town Hall Plaza, and

WHEREAS, MH Professional Engineering, PLLC has submitted a proposal to provide Mechanical, Electrical, and Plumbing (MEP) engineering design services for the feasibility study, and

WHEREAS, MH Professional Engineering, PLLC proposes to perform the engineering services described herein for a fixed total fee of \$10,515, and

WHEREAS, KB Engineering & Architecture, PC also submitted a proposal for the same services at a higher fee of \$39,975, and

WHEREAS, the Town Board has reviewed both proposals and determined that MH Professional Engineering, PLLC offers the most cost-effective and comprehensive solution for the feasibility study; now, therefore, be it

RESOLVED, that the Clifton Park Town Board hereby awards the professional services agreement to MH Professional Engineering, PLLC for Mechanical, Electrical, and Plumbing (MEP) engineering design services for a feasibility study of potential HVAC improvements at the Town Hall; and be it further

RESOLVED, that the \$10,515 is authorized to be paid out of A-01440-00135 (General Fund – Engineering – Engineering); and be it further

RESOLVED, that the Supervisor is hereby authorized to execute any and all documents necessary to effectuate this agreement

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, April 1, 2025 12:41 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1724

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: 04/07/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 05/11/2025

Budget Number: Obtain from M.Heggen

Budget Description: HVAC MEP Engineering Services

Amount: \$10,515.00

Brief Description: A Resolution Awarding a Professional Services Agreement to MH Professional Engineering, PLLC for Mechanical, Electrical, and Plumbing (MEP) Engineering Design Services for a Feasibility Study of Potential HVAC Improvements at the Town of Clifton Park

Add Supporting Docs:

[ce5c1d6c540db5b8_DRAFT_HVAC_Resolution_Backup.pdf](#)

[d5e2ac96d2d0f5d0_Proposals_Redux.pdf](#)

Additional Comments/Details: Prion of NYSERDA Grant Funding will be used to reimburse expenditure. Grant has (\$19,475.00) for Planning and Design with (\$58,425.00 for implementation/project completion).

Agree to Terms: Agree

[unsubscribe](#)

Concerns with NYSERDA Recommendations

1. Report lists separate hot water and chilled water replacement, but pumps are parallel redundant serving a two-pipe manual changeover system. Only one set of pumps to be replaced.
2. Current terminal equipment have three-way control valves. Adding variable speed drives to the system primary pumps will not save any significant energy unless the three way valves at all equipment are replaced with two-way valves and a minimum bypass is installed.
3. Air source heat pump maximum leaving water temperature is 140 deg F. A non-condensing boiler leaving water temperature is typically 180 deg F to avoid condensing. A booster (electric resistance or gas) boiler would be required to meet the existing terminal equipment design conditions.
4. Air source heat pumps heating capacity drops off significantly around 10-20 deg F depending on manufacturer. They are not capable of heating at all below about 0 deg F. A fully redundant electric resistance or gas fired heat source would be required to meet a design day heating load.
5. The current chiller is isolated and drained in the winter. Changing to an air source heat pump would require introducing glycol in the system and likely isolating from the building systems to avoid capacity reduction.
6. Geothermal wells would involve significant site modifications that are likely not within the project budget.
7. Further investigation would be required but it is likely that the existing electrical service cannot support the additional electrical load of an air source or water source heat pump sized for the full building heating load. An electrical service upgrade to the building is likely to be required.

Constructability / Existing Conditions Concerns

1. Two-pipe manual changeover is no longer code compliant. Any replacement will require an automatic changeover through the DDC system. Since it does not require manual maintenance, glycol should be incorporated into any exterior piping (whether chiller or heat pump) rather than draining to avoid freezing from accidental neglect.
2. Significant mold was evident in the boiler room. The extent of mold within the building and extent of remediation required to perform work is unknown.
3. Exposed piping in mechanical (pump and boiler) rooms was observed to be in poor condition. Significant surface rust points to high humidity issues that current scope will not address.
4. Evidence of piping leaks present in mechanical (pump and boiler) rooms and above finished ceilings throughout the building. Cause of leaks would require further investigation but is assumed to be from poor piping condition given visual inspection of exposed piping in spaces. This may lead to issues trying to connect new piping to existing piping. Fully draining and refilling the system to perform work may also cause further deterioration of piping and produce new leaks.
5. Existing electrical panels do not have code required clearance. Replacement of mechanical equipment may require replacement and reconfiguration of electrical panels.
6. Existing air handling equipment within the boiler room will need to be replaced if boiler is replaced. There is not enough room to reconfigure and maintain access to all mechanical and electrical equipment. Likely at end of life regardless.

7. There does not appear to be adequate mechanical ventilation to the building. In general it appears that the main method for outdoor ventilation is from operable windows, which in a properly conditioned building likely never get opened.
8. Given the age of the original building it is possible, maybe likely, that asbestos will be discovered and need to be abated.
9. Project phasing may require portions of the building to be vacated. Extent and timeframe varies based on option.

Recommendations in order of install cost (least to greatest). OA issues not addressed in any options:

1. Replace equipment in kind:
 - a. Remove non-condensing boiler and replace with redundant gas-fired condensing wall mount boilers sized for the full building heating load. Flue and combustion air out back exterior. Replace during summer. Control by DDC system with hot water reset schedule.
 - b. Replace redundant parallel end suction base mount pumps with inline ECM variable speed pumps with integral controllers tied to the DDC. Replace all piping within pump room in poor condition. Replace manual bypass with automatic bypass. Requires full system drain. Perform work in swing season, maybe weekend.
 - c. Replace all terminal unit three-way valves with two-way valves. Control by DDC. Work scheduled during unoccupied hours.
 - d. Chiller replacement to be performed in heating season. Two options:
 - i. Option 1a) Replace packaged air cooled chiller with a split air cooled chiller. Remove main piping pack to pump room. Locate air cooled condensing on existing outdoor pad. Locate indoor skid with compressors and evaporator in pump room. Place on vibration isolators but still may be a noise concern. Coordinate with pump replacement and existing electrical panels. Run refrigerant piping between indoor and outdoor equipment.
 - ii. Option 1b) Replace packaged air cooled chiller in kind. Replace outdoor piping where in poor condition. Replace outdoor piping insulation and metal jacketing.
 - e. Provide wall mount exhaust fan in boiler room to reduce humidity issues.
 - f. Upgrade BMS schedules, setpoints, and graphics as required per NYSERDA report.
2. Hybrid system with ASHP and Boilers (Same as above except no chiller):
 - a. Remove non-condensing boiler and replace with redundant gas-fired condensing wall mount boilers sized for the full building heating load. Flue and combustion air out back exterior. Replace during summer. Control by DDC system with hot water reset schedule.
 - b. Replace redundant parallel end suction base mount pumps with inline ECM variable speed pumps with integral controllers tied to the DDC. Replace all piping within pump room in poor condition. Replace manual bypass with automatic bypass. Requires full system drain. Perform work in swing season, maybe weekend.
 - c. Replace all terminal unit three-way valves with two-way valves. Control by DDC. Work scheduled during unoccupied hours.
 - d. Replace packaged air cooled chiller with a packaged air source heat pump sized for full building cooling load on existing pad. Will be able to provide heating during swing season. Replace outdoor piping where in poor condition. Replace outdoor

pipng insulation and metal jacketing. Optional to plan for future additional ASHP's to handle full building heating load.

- e. Provide wall mount exhaust fan in boiler room to reduce humidity issues.
 - f. Upgrade BMS schedules, setpoints, and graphics as required per NYSERDA report.
3. Geothermal all electric WWHP (whole building shutdown, would need further space evaluation):
- a. Upgrade building electrical service. Provide new electrical room near existing mechanical room and relocate electrical equipment.
 - b. Coordinate exact location to drill geothermal bore holes. Disturb and replace landscaping or asphalt pending location.
 - c. Pipe geothermal loops to manifold in mechanical room and provide redundant geothermal primary base mount end suction pumps with VFD's.
 - d. Provide redundant packaged 4-pipe water source heat recovery, water-to-water heat pumps in mechanical room sized for full building heating and cooling.
 - e. Replace redundant parallel end suction base mount pumps in pump room with inline ECM variable speed pumps with integral controllers tied to the DDC in mechanical room. Replace all piping and re-route to mechanical room. Requires full system drain.
 - f. Replace all terminal unit three-way valves with two-way valves. Control by DDC.
 - g. Provide all mount exhaust fan in boiler room to reduce humidity issues.
 - h. Upgrade BMS schedules, setpoints, and graphics as required per NYSERDA report.



Town of Clifton Park

Planning & Zoning Department

One Town Hall Plaza | Clifton Park, New York 12065
(518) 371-6054 | Planning@Cliftonpark.org

INTEROFFICE MEMORANDUM

TO: Town Supervisor and Town Board

FROM: John Scavo, Director of Planning & Zoning; Dan Clemens, Director of Buildings, Parks, and Recreation

DATE: March 14, 2025

RE: TOWN HALL HVAC IMPROVEMENTS - NYSERDA CLEAN ENERGY COMMUNITIES GRANT #4000011

Clifton Park was awarded \$82,500 in NYSERDA Clean Energy Communities grant funding for building upgrades, including an energy study and project implementation. The Town Board authorized the grant contract in September 2024.

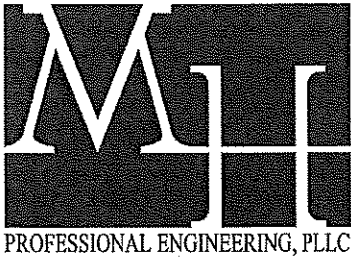
In the Fall of 2024, a Clean Energy Communities (CEC) Energy Study was conducted at Clifton Park Town Hall. The study recommended replacing existing heating and cooling infrastructure with a Heater-Chiller or Reversible Chiller, upgrading the building management system controls, and replacing hot water and chilled water pumps with high-efficiency units.

The next step is to secure engineering services for detailed MEP engineering design. The Energy Study's recommendations were broad, necessitating further evaluation before final design.

Dan Clemens solicited quotes for MEP engineering services to conduct a feasibility study of HVAC improvements at Town Hall. After evaluating the proposals, town staff recommends that the Town Board authorize the proposal from MH Professional Engineering, PLLC for a fixed fee of \$10,515. The remaining NYSERDA grant funds will be used for the planning and design phase (\$19,475) and the project completion/implementation phase (\$58,425). Note that systems and equipment utilizing fossil fuels are not eligible for Clean Energy Communities funding.

With the proposed consultant for the feasibility study, some grant funds will still be available for the final engineering design.

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



Daniel J. Clemens
Director of Buildings, Parks, and Recreation
Town of Clifton Park, NY

March 3, 2025
Proposal: 2502141

RE: Clifton Park Town Hall HVAC Improvements

Dear Mr. Clemens,

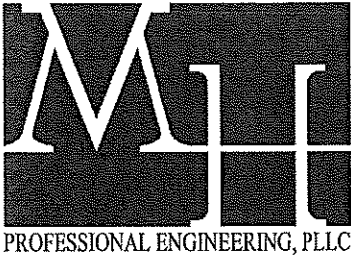
Pursuant to your request I offer the following proposal for Mechanical, Electrical, and Plumbing (MEP) engineering design services for a feasibility study of potential HVAC Improvements at the Clifton Park Town Hall at 1 Town Hall Plaza in Clifton Park, NY. MH Professional Engineering proposes to complete an MEP feasibility study for the building.

Scope of Services

- Review existing plans if available from Owner. Review existing conditions in detail on site.
- Write feasibility study narrative for improvement options outlined in more detail below.
- Provide preliminary sketches for report, if necessary
- Provide rough order of magnitude estimate for MEP work, exclusive of any architectural, remediation, or civil work.
- Attend feasibility study review meeting with stakeholders on site.
- Revise narrative and/or sketches based on Owner review of preliminary report.

We will perform or provide all required engineering and administrative support services for the HVAC, plumbing and electrical systems for the proposed HVAC improvement options as more fully described below:

1. Heating and Cooling Plant Options:
 - a. Replace existing chiller and boiler in kind with more efficient chiller and condensing boiler(s).
 - b. Replace existing chiller with an air-source heat pump capable of providing swing season heat. Replace boiler in kind with condensing boiler(s) for auxiliary heat.
 - c. Replace existing chiller and boiler with a water-to-water heat pumps and provide geothermal wellfield. Replace all terminal equipment for lower hot water supply temperature.
2. Primary System Pump Replacement:
 - a. Replace pumps in kind and provide variable speed drives.
 - b. Replace all system three-way control valves with two-way control valves.
3. Building Management System (BMS) upgrades: Review current system graphics, schedules, and setpoints with Vendor. Confirm schedules and setpoints of all equipment with Owner. Summarize any upgrades and re-programming required.



4. Terminal Unit Zoning and Controls: Review existing equipment condition, zoning, and controls. Make recommendations on replacements, re-zoning, and/or control improvements.

Additional Services not included in this proposal

The following additional services are **not** included as part of our basic MEP design engineering services, and if required, would constitute additional services:

1. Review of any fire protection or life safety systems.
2. Electrical and plumbing system upgrades, except as affected by HVAC work.
3. Review of fire alarm systems such as carbon monoxide monitoring, specialty fire protection system activation, etc.
4. Building retro commissioning
5. Cost estimating of any architectural, civil, or hazardous material remediation as a result of MEP improvements.
6. Coordination with NYSERDA or any other funding agencies.

Fee Schedule & Turnaround Timetable

Our fee schedule and timetable is based upon our understanding of the "Scope of Services". If the scope of services for the project varies substantially from our understanding as stated above, the fee schedule and timetable will be subject to revision. We propose to perform the engineering services described herein for a fixed total fee of:

Feasibility Study: \$10,515

Additional Services

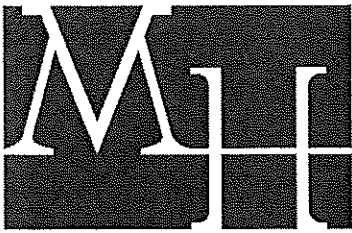
Should additional design services be required, we can provide them on an hourly rate or fixed fee basis. Our 2025 hourly rates are:

Principal Engineer	\$235.00 per hour
Design Engineer	\$185.00 per hour
Sr. Designer	\$170.00 per hour
Designer	\$160.00 per hour
Jr. Designer/Commissioning Associate	\$140.00 per hour
Sr. Draftsperson	\$130.00 per hour
Draftsperson, CAD Operator and Administrative Support	\$105.00 per hour

Reimbursable Expenses

Travel expenses have been included in the base fee.

All submissions shall be via pdf file transfer.



PROFESSIONAL ENGINEERING, PLLC

Payments

Invoices for services and reimbursable expenses will be rendered monthly as the work progresses for each phase or additional service. All invoices including invoices for additional services shall become due upon net 30 days from date of invoice.

Proposal must be accepted within 90 days from the date of the proposal, or the fee is subject to change.

If the services covered by this proposal have not been completed within 12 months of the date of this agreement, through no fault of MHPE, an extension of MHPE's services beyond that time frame shall be compensated as additional services.

Work will commence with a signed and dated copy of this proposal. I trust this proposal is complete and look forward establishing a long term working relationship with you and your facility. Thank you for the opportunity and I look forward to talking with you soon.

Sincerely,

Michelle Houghtaling, PE
Principal

Accepted by: _____

Date: _____

March 12, 2025

Mr. Daniel Clemens
Director of Buildings, Parks, and Recreation
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

**Re: Town of Clifton Park
Town Hall HVAC Improvements Project
Proposal for Engineering Services**

Dear Mr. Clemens:

KB Engineering & Architecture, PC (KB ENGINEERING) is pleased to present this proposal for professional engineering services related to the proposed Town Hall HVAC Improvements Project. Based upon the recent energy study report, existing Town Hall HVAC drawings, and recent discussions with you, we understand that the Town has decided to have a preliminary engineering report prepared for the recommended HVAC improvements along with a set of accurate record drawings of the existing Town Hall HVAC components. With the completed preliminary engineering report, the Town can easily transition to design phase, bid phase, and construction phase.

A. Base Services

1. KB ENGINEERING will review all existing Town Hall HVAC drawings that the Town has on record.
2. KB ENGINEERING will send a Field Representative to Town Hall to verify and document all existing HVAC components.
3. KB ENGINEERING will prepare an executive summary and project background and history.
4. KB ENGINEERING will develop the analysis of alternatives for the project scope and prepare a summary and comparison of alternatives.
5. KB ENGINEERING will prepare cost estimates and present worth analysis based on existing materials, equipment, and labor prices.
6. KB ENGINEERING will conclude with a recommended alternative for the overall Town Hall HVAC improvement project.
7. KB ENGINEERING will develop documents such as record drawings and short-lived assets.
8. KB ENGINEERING will assemble the above items into a Preliminary Engineering Report. We will attend one meeting with the Town to review the report, we will make one round of revisions and will issue a final report.

B. Fee

For the services described in this proposal, KB ENGINEERING proposes to complete the work for a lump sum fee amount not to exceed **\$39,975.00**, billed monthly on a percent complete basis.

C. Exceptions and Limitations – This proposal does not include design phase, bid phase, construction phase, or construction inspection related items. We can provide the Town will a separate proposal for these items upon request. This proposal excludes testing of the existing HVAC system and components.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, (“Out-of-Scope Services”), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB ENGINEERING’s Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB ENGINEERING may from time to time need to test, access, or use the Client’s systems, applications, or hardware (collectively, “Client Network”). Client shall provide KB ENGINEERING in advance of the commencement of the affected Services with a copy of Client’s safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB ENGINEERING shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB ENGINEERING from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB ENGINEERING’s performance of the affected Services. If KB ENGINEERING’s adherence to Client’s policies increases KB ENGINEERING’s costs of providing the Services, KB ENGINEERING shall notify Client of the foregoing and Client shall pay KB ENGINEERING for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB Engineering’s Standard Terms and Conditions previously approved by the Town, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Engineering & Architecture, PC



Jeffrey D. Trzeciak, P.E.
Senior Project Manager II

Mr. Daniel Clemens
Town Hall HVAC Improvements Project
March 12, 2025

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF CLIFTON PARK:

Philip C. Barrett, Supervisor

DATE: _____

AGREED TO BY KB ENGINEERING &
ARCHITECTURE, PC:



Kumar Buvanendaran, PE, President & CEO

DATE: 3/12/2025

KB Engineering & Architecture, P.C.

1. **General.** These Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between **KB Engineering & Architecture, PC ("KB E&A")** and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. KB E&A and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of KB E&A and shall not be disclosed or made available to third parties without the written consent of KB E&A. Unless otherwise specified in the proposal, the proposal fees and schedule constitute KB E&A's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. KB E&A will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. **Performance of Services.** KB E&A's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that KB E&A has been engaged to provide professional services only, and that KB E&A does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. KB E&A is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between KB E&A and Client or its subcontractors, subconsultants or vendors. KB E&A does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Terms & Conditions shall govern.

5. **Compensation.** Client shall pay KB E&A pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify KB E&A in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to KB E&A for services and expenses within thirty (30) days after receipt of KB E&A's statement therefor, the amounts due KB E&A will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, KB E&A may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by KB E&A within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, KB E&A shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees.

6. **Insurance.** KB E&A will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. KB E&A agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will furnish insurance certificates to Client reflecting KB E&A's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. KB E&A agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to KB E&A) provided Client reimburses the premiums for additional insurance.

will be named additional insured on all policies except Workers' Compensation and Professional Liability.

7. Confidentiality. KB E&A will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of KB E&A against claims or liabilities arising from the performance of services under this Agreement. KB E&A's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. Ownership of Documents. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by KB E&A in performing services under this Agreement are instruments of KB E&A's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain KB E&A's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by KB E&A, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining KB E&A's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by KB E&A will be at Client's sole risk and without liability to KB E&A or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless KB E&A and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle KB E&A to additional compensation.

9. Suspension of Services and Termination. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. KB E&A may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate KB E&A for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, KB E&A shall have no liability to Client or others. Client agrees to indemnify and hold KB E&A harmless from any claim or liability resulting from such suspension or termination.

10. Force Majeure. Except for Client's obligation to pay for services rendered by KB E&A, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to

KB Engineering & Architecture, P.C.

termination or renegotiation. Should Client require KB E&A to maintain its personnel and equipment available during the delay period, Client agrees to compensate KB E&A for additional labor, equipment, and any and all other costs associated with KB E&A in maintaining its personnel during the delay period.

11. Mutual Waiver of Consequential Damages.

Neither Client nor KB E&A, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. Services During Construction. If KB E&A provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable KB E&A to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. KB E&A shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall KB E&A have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. KB E&A does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If KB E&A's services during construction include shop drawing review, KB E&A will

review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require KB E&A to review, but only for conformance with KB E&A's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. KB E&A's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. Certifications. KB E&A shall not be required to sign any documents, no matter by whom requested, that would result in KB E&A's having to provide certification, a guarantee, or a warranty.

14. Reliance. KB E&A shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by KB E&A pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of KB E&A. Client agrees to indemnify, hold harmless, and defend KB E&A to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. Opinion of Probable Costs. When required as part of its services, KB E&A will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by KB E&A hereunder will be made on the basis of KB E&A's experience and qualifications and will

KB Engineering & Architecture, P.C.

represent KB E&A's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that KB E&A does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. Limitation of Liability. Client and KB E&A have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of KB E&A, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to KB E&A's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to \$1,000,000.

17. Dispute Resolution. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and KB E&A agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. Indemnification. (a) With respect to non-professional services (general liability), the KB E&A agrees to indemnify, defend and hold the Client and their respective partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or

death, including claims of KB E&A's employees, to the extent caused by the act, omission, or breach of contract of or by the KB E&A, or its subconsultants, in providing the Services hereunder. (b) With respect to professional services (professional liability), the KB E&A agrees to indemnify and hold the Client and their respective directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily injury or death ("Damages"), including claims of KB E&A's employees, to the proportionate extent caused by the negligent act, error, omission, or breach of contract of or by the KB E&A, or its subconsultants, in providing the Services hereunder. KB E&A's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by KB E&A's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

19. Precedence. These Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

20. Severability. If any of these Terms & Conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

21. Survival. These Terms & Conditions shall survive the completion of KB E&A's services on the project and the termination of services for any cause.

22. Governing Law. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by KB E&A pursuant to the proposal or any modification thereof may be submitted by KB E&A to

KB Engineering & Architecture, P.C.

a State Court in the State of New York without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

23. **Assignment.** No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon KB E&A until KB E&A's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of KB E&A shall be null and void and without effect.



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 adopt the Town of Clifton Park's Transition Plan developed in 2025 and to supersede and replace the prior ADA Transition Plan on file within the Town Clerk's office.

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

WHEREAS, the Americans with Disabilities Act (ADA) provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications, and

WHEREAS, Title II of the ADA specifically applies to public entities, including state and local governments, and the programs, services, and activities they deliver, and

WHEREAS, public entities are required to develop a Self-Analysis of existing facilities and a Transition Plan if necessary improvements will take longer than one year to implement, and

WHEREAS, the Town of Clifton Park has conducted a thorough Self-Analysis and developed an ADA Transition Plan in 2025 to address physical barriers and improve accessibility in accordance with the ADA, and

WHEREAS, the ADA Transition Plan includes a list of physical barriers and their locations, a detailed outline of methods to remove these barriers, a schedule for achieving compliance, a public complaint/grievance procedure, and the name/position of the ADA coordinator responsible for the plan's implementation, and

WHEREAS, the Town of Clifton Park has prioritized repairs and improvements based on a framework that includes government, community service, health facilities, town center and major commercial facilities, schools, senior centers, residential areas, and other areas, and

WHEREAS, the Town of Clifton Park has estimated the costs for compliance and developed a proposed schedule for implementing the necessary improvements over a five-year period, and

WHEREAS, the Town of Clifton Park has provided an opportunity for public input and incorporated feedback into the final draft of the ADA Transition Plan; now, therefore, be it

RESOLVED that the Town Board of the Town of Clifton Park hereby adopts the ADA Transition Plan developed in 2025 and supersedes and replaces the prior ADA Transition Plan on file within the Town Clerk's Office; and be it further

RESOLVED that the Town Board directs the ADA Coordinator to implement the plan and ensure compliance with the ADA, and to provide regular updates to the Town Board on the progress of the plan's implementation.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, April 3, 2025 2:33 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 #1732

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: 04/07/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 05/05/2025

Budget Number: N/A

Budget Description: N/A

Amount: 0

Brief Description: Adoption of ADA Transition Plan developed in 2025 to replace existing transition plan previously developed in the 1990s and on file in the Town Clerk's Office

Add Supporting Docs:

[3b37abfa0b3af7c9_ADA_Transition_Plan_Draft_Resolution.pdf](#)

[8b9a24fae22ab499_Handout_Clifton_Park_Final_Presentation.pdf](#)

[c6e792825c1b1eb3_Clifton_Park_ADA_MOU.pdf](#)

Additional Comments/Details: Full draft plan available for review on Town's Website: <https://cliftonpark.org/town-of-clifton-park-completes-update-to-ada-self-evaluation-and-transition-plan?highlight=WyJhZGEiXQ==>

Project began in August 2024 with funding breakdown as follows:

\$100,000 total cost

\$87,500 from Federal Transportation Planning Funds

\$10,000 local Town Fund Match

\$2,500 In-Kind Services from MPO Staff

Agree to Terms: Agree

[unsubscribe](#)



CAPITAL REGION
**Transportation
Council**

MEMORANDUM OF UNDERSTANDING

This agreement is entered into this 5 day of August, 2024 by and between the Capital Region Transportation Council, One Park Place, Albany New York 12205 and Town of Clifton Park, One Town Hall Plaza, Clifton Park NY 12065.

WITNESSETH

WHEREAS, the Town of Clifton Park (hereafter referred to as the "Town") has requested funds from the Capital Region Transportation Council (hereafter referred to as the "Transportation Council"), the Metropolitan Planning Organization for the Capital District, in its 2024-2025 Unified Planning Work Program for the Americans with Disabilities Act Municipal Self-Analysis and Transition Plan for Pedestrian Infrastructure Plan (hereafter referred to as the "Plan");

WHEREAS, the Transportation Council has approved the Plan in its 2024-2025 Unified Planning Work Program;

WHEREAS, the approved cost for consultant services related to the Plan is \$100,000, \$87,500 of which will be paid for by Federal Transportation Planning Funds matched with \$12,500 of local funds.

WHEREAS, the Town agrees to provide \$10,000 cash match for the Plan;

WHEREAS, the Transportation Council expects the Plan to be completed within fiscal year 2024-2025;

WHEREAS, the parties desire to set forth the rights and responsibilities pursuant to this agreement;

WHEREAS, the following milestones will apply to complete the Plan:

1. By September 30, 2024 – Return the signed Memorandum of Understanding to the Transportation Council.
2. Within two (2) months of consultant contract execution – have a Study kick-off meeting.
3. Within twelve (12) months – consultant completes 100% of the scope of work.

WHEREAS, all data and reports developed as part of the Plan will be jointly owned by the Transportation Council and the "Town";

WHEREAS, the parties desire to set forth the rights and responsibilities in facilitating the Plan;

NOW, THEREFORE, parties hereby agree to the following:

1. The Transportation Council will be responsible for:
 - a. Managing the consultant Agreement.
 - b. Attending all Plan related meetings including the kickoff meeting, public meetings, and any other decision-making meeting.
 - c. Providing technical assistance.
 - d. Providing any available data pertinent to the consultant for the Plan.
 - e. Reviewing consultant deliverables in a timely manner.
 - f. Addressing all contracting issues including review of deliverables and payment to the consultant.
 - g. Working with the consultant to provide the Town with the Plan.
 - h. Invoicing the Town for its \$10,000 Local Cash Match, due to the Transportation Council by December 1, 2024.

2. The Town will be responsible for:
 - a. Working with the Transportation Council staff to complete the Plan within fiscal year 2024-2025. If unforeseen delays arise, the Town will provide the Transportation Council with a written explanation.
 - b. Coordinating volunteers for data collection
 - c. Providing the Transportation Council with the \$10,000 cash match for the Plan by December 1, 2024.
 - d. Providing any available data pertinent to the Transportation Council for the Plan.
 - e. Including the Transportation Council in decisions related to meeting times and dates, public meeting dates and format, and any other Plan related decisions with the consultant.
 - f. Attending Plan related meetings including the kickoff meeting, public meetings, and any other decision-making meeting as requested by the Transportation Council.
 - g. Advising the public of this Plan, its process, and soliciting public input into the Plan and its priorities.
 - h. Reviewing consultant prepared deliverables.

The signatories affirm they are duly authorized by their governing bodies to execute this agreement.


IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 5 day of August 2024.

FOR THE CAPITAL REGION
TRANSPORTATION COUNCIL

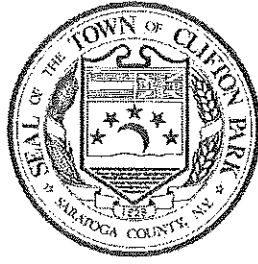


Executive Director

FOR THE TOWN
OF CLIFTON PARK



Supervisor



RESOLUTION

#13

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds, therefore.

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

WHEREAS, a Project for the Sitterly Road Intersection Enhancements and Sidewalk Connectivity, I/O Clifton Park, Saratoga County, P.I.N. 176321 (the Project) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds, and

WHEREAS, the Town of Clifton Park desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Preliminary Design, Detailed Design (AC) and ROW Incidentals; now, therefore, be it

RESOLVED, that the Town Board hereby approves the above-subject project; and be it further

RESOLVED, that the Town Board hereby authorizes the Town of Clifton Park to pay in the first instance 100% of the federal and non-federal share of the cost of Preliminary Design, Detailed Design (ACI and ROW Incidentals work for the Project or portions thereof; and be it further

RESOLVED, that the sum of \$817,663.00 (Eight Hundred Seventeen Thousand Six Hundred Sixty-Three Dollars Zero Cents) is hereby appropriated from H70-07629-00200 (Capital Project Fund Sitterly & CP Center Road – Trail Construction – Equipment) and made available to cover the cost of participation in the above phase of the Project; and be it further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceed the amount appropriated above, the Town Board of the Town of Clifton Park shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Director of Planning and Zoning, thereof; and be it further

RESOLVED, that the Town Board of the Town of Clifton Park be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, that a Capital Projects Fund, H70, Sitterly & CP Center Road is hereby created; and be it further

RESOLVED, this Resolution shall take effect immediately.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, April 8, 2025 12:44 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 #1741

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: 04/21/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 05/05/2025

Budget Number: H69

Budget Description: Sitterly Road Intersection Improvement and Sidewalk Connectivity Project: Professional Engineering Services & ROW Incidentals

Amount: \$817,663 for Engineering & ROW Incidentals Phase

Brief Description: Request Town Board authorization of a New York State DOT Master Agreement for the Sitterly Road Intersection Enhancement & Sidewalk Connectivity Project - for this Federal Aid Locally Administered Project, awarded under a TAP/CMAQ grant. This Master Agreement is for the Engineering and Right-of-Way (ROW) Incidentals Phase, \$817,663, of the total federal aid towards the engineering design and construction of this project. For the state agreement, the Town pays all project costs in the first instance, and then requests state reimbursement of 80% of the eligible project costs (by submitting all required documentation of invoicing and payment). The federal aid is 80% of the total eligible project costs, for all project phases of preliminary engineering, final engineering, ROW and construction phase. The local cash match will be 20% of the project costs.

Add Supporting Docs:

[e68a8e7da3d4e1ba_DOT_TAP-CMAQ-](#)

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

[bf750d1fc608316f_TAP-CMAQ_Clifton_Park_Project_Map.pdf](#)

[b8608062574f25dd_Federal_Aid_Local_Project_Agreement_PIN1763.21_Sitterly_Rd_Intersection_Enhancement_and_Sidewalk_Connectivity.pdf](#)

Additional Comments/Details: Please also see March 17, 2025 Town Board resolution for MJ Engineering contract for same project. Thank you.

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.

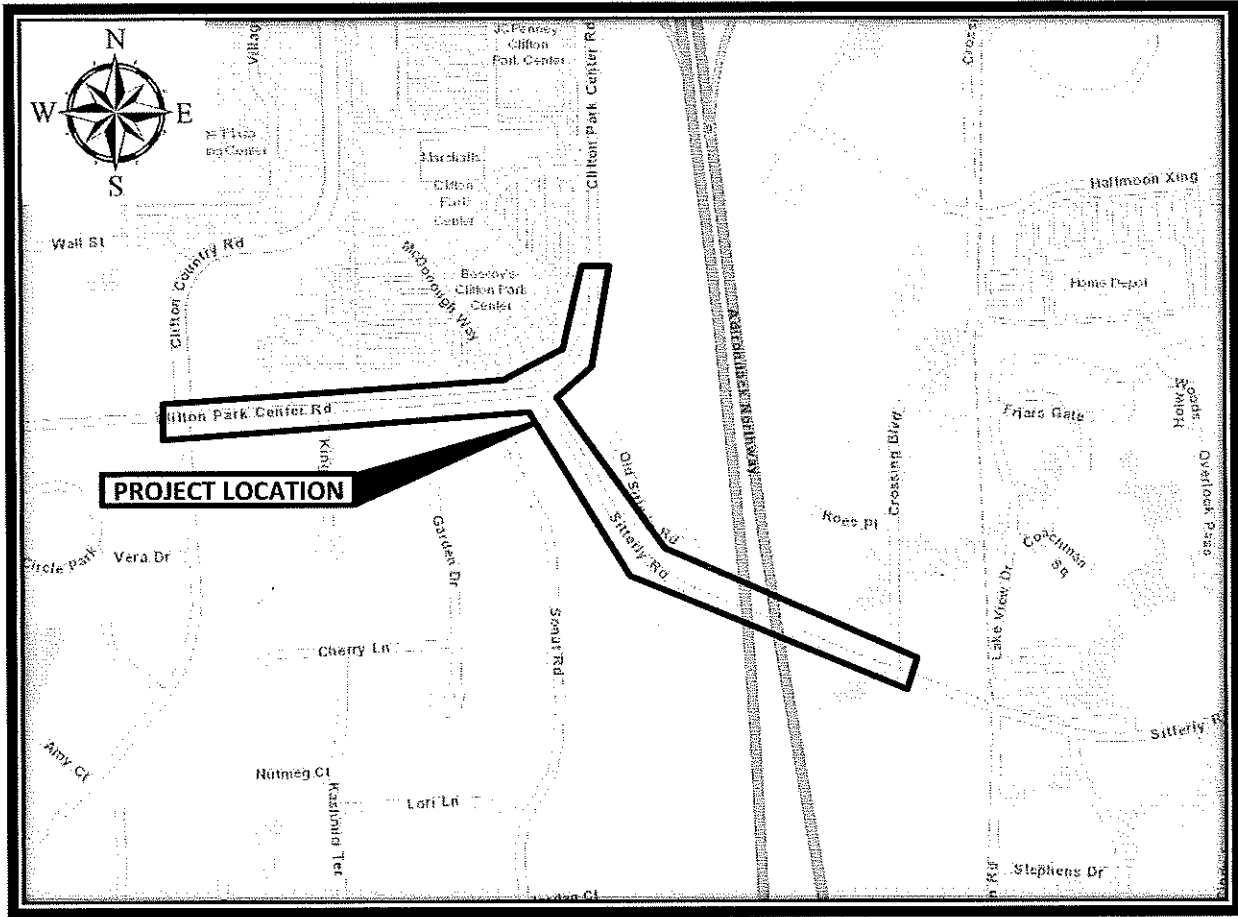
The NYSDOT Regional Local Projects Liaison (RLPL), Audrey Burneson, will contact you to discuss the next steps; schedule a project kickoff meeting to assist you in developing a Project Management Plan and complying with all federal and State requirements.

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,

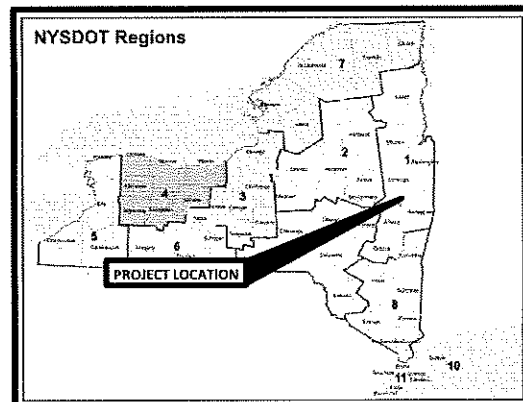
Marie Therese Dominguez
Commissioner

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



Project Location Map

Sitterly Road Intersection Improvement
and Sidewalk Connectivity Project
Town of Clifton Park
Saratoga County, New York



MUNICIPALITY/SPONSOR: T/O Clifton Park
PROJECT ID NUMBER (PIN): 176321 BIN: _____
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: 03-14-25 By: LC
Initials

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D041769

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State").

and

the Town of Clifton Park (the "Municipality/Sponsor")
acting by and through Town Board
with its office at 1 Town Hall Plaza, Clifton Park, NY 12065.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as CMAQ, Sitterly Road Intersection Enhancement and Sidewalk Connectivity, T/O Clifton Park (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10 (34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, and Chapter 794 of the laws of 2022, as further amended by Chapter 3 of the laws of 2023 (effective December 28, 2023), the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

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Initials

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Town Board of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required, therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

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2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges, or other Federal Participating costs directly identifiable with the eligible project.

MUNICIPALITY/SPONSOR: **T/O Clifton Park**
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4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991, are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests*. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements*.

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Title 49 of the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a

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material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government, or their representatives.

4.4 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project, or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the

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experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the

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Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they 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 State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security, or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company, or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* The Project phase(s) and Term are identified in Schedules (A) executed herewith and incorporated herein or as subsequently identified in a duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

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13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission,
 - (c) By personal delivery,
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Gaetano Tedesco

Title: RLPL

Address: 50 Wolf Road, Albany, NY 12232

Telephone Number: 518-457-9934

Facsimile Number: _____

E-Mail Address: Gaetano.Tedesco@dot.ny.gov

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[Municipality/Sponsor] T/O Clifton Park
Name: John Scavo
Title: Director, Planning Department
Address: 1 Town Hall Plaza, Clifton Park, NY 12065
Telephone Number: 518-746-2440
Facsimile Number: _____
E-Mail Address: planning@cliftonpark.org

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Instructions and authorization forms are available on the State Comptroller's website at <https://www.osc.ny.gov/state-vendors>. Registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website at: [https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic Payment Guidelines](https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines).

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable

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federal, state, and local laws, rules, and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 (41 CFR Subtit. B, Ch. 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act (NY CLS ECL, Art. 6), including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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Comptroller's Contract Number: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **Saratoga**)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1763.21**

OSC Contract #: <u>D041769</u>	Contract Start Date: <u> / / </u> (mm/dd/yyyy)	Contract End Date: <u> / / </u> (mm/dd/yyyy)
<input type="checkbox"/> Check, if date changed from the last Schedule A		
Purpose:	<input checked="" type="checkbox"/> Original Standard Agreement	<input type="checkbox"/> Supplemental Schedule A No.
Agreement Type:	<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Other Municipality/Sponsor (if applicable): <hr/> <input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i>	
	<input type="checkbox"/> Municipality:	% of Cost share
	<input type="checkbox"/> Municipality:	% of Cost share
	<input type="checkbox"/> Municipality:	% of Cost share
Authorized Project Phase(s) to which this Schedule applies:	<input checked="" type="checkbox"/> PE/Design	<input checked="" type="checkbox"/> ROW Incidentals
	<input type="checkbox"/> ROW Acquisition	<input type="checkbox"/> Construction/CI/CS
Work Type: OTHER (See Footnotes)	County (If different from Municipality): Saratoga	
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>		
Project Description: Sitterly Road Intersection Enhancement and Sidewalk Connectivity, T/O Clifton Park, Saratoga County		
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1763.14.121	Current	CMAQ (80%)	\$784,085.00	\$627,268.00	\$0.00	\$156,817.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
1763.14.221	Current	CMAQ (80%)	\$33,578.00	\$26,862.00	\$0.00	\$6,716.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$817,663.00	\$654,130.00	\$ 0.00	\$163,533.00	\$ 0.00

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Prepare Smart Growth Checklist for NYSDOT Attestation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|---|--------------------------|-------------------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

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|---|--------------------------|-------------------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and ensure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

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

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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

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

seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient 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.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



RESOLUTION

#14

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution awarding the fuel station replacement project to Metro Environmental Services, LLC.

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

WHEREAS, the Town of Clifton Park has identified the need to replace the existing fuel station at the Town's Highway Facility to ensure compliance with New York State Department of Environmental Conservation (NYS DEC) and Environmental Protection Agency (EPA) requirements, and

WHEREAS, the Town of Clifton Park Planning Department issued an Invitation to Bidders for the Fuel Station Replacement Project, with bids due by 3:00 p.m. on Wednesday, April 9, 2025, and

WHEREAS, Metro Environmental Services, LLC submitted the lowest qualified bid in the amount of \$825,000.00 for the Fuel Station Replacement Project, and

WHEREAS, the design engineer Greenman Pedersen, Inc. (GPI), on behalf of the Town, has reviewed the bid submitted by Metro Environmental Services, LLC and has confirmed its recommendation for the Town to award the bid to Metro Environmental Services, LLC, and

WHEREAS, the Town Board has determined that it is in the best interest of the Town to proceed with the Fuel Station Replacement Project to ensure the safety and compliance of the Town's fueling facilities, and

WHEREAS, GPI has requested an additional \$750.00 to cover Ambient Environmental, Inc.'s increased laboratory fees for sample analysis due to rate increases since the original proposal was prepared in 2023, and

WHEREAS, the Town Board has previously obligated funds from the American Recovery Plan Act (ARPA) by Resolution 280 of 2024 in the amount of \$297,533, and

WHEREAS, the additional balance of \$528,217 is to come from Unassigned Fund Balance; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park hereby awards the Fuel Station Replacement Project to Metro Environmental Services, LLC as the lowest qualified bidder in an amount not to exceed \$825,000.00; and be it further

RESOLVED, that the Supervisor is authorized to execute the agreement #2 with GPI for additional costs with demolition and tank removal; and be it further

RESOLVED, that the Town Supervisor is authorized to execute any and all agreements and documents necessary to proceed with the Fuel Station Replacement Project with Metro Environmental Services, LLC; and be it further

RESOLVED, that the Comptroller is authorized to transfer from A-00914, (General Fund – Unassigned Fund Balance) \$528,217 to A-05132-00200 (General Fund – Highway Garage – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, April 15, 2025 3:02 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 #1748

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: 04/21/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 05/05/2025

Budget Number: A-5132-135

Budget Description: General Fund-Highway Garage-Engineering

Amount: \$750.00

Brief Description: authorizes an increase of \$750.00 in the budget line item for the environmental testing services to be performed by Ambient Environmental, Inc., during the fuel station replacement project. Ambient Environmental, Inc. has requested an additional \$750.00 to cover increased laboratory fees for sample analysis due to rate increases since the original proposal was prepared in 2023 under GPI Contract approved by Resolution No. 218 of 2023.

Add Supporting Docs:

[413ddffdfedb3924_DraftResolutionEnvironmentalTesting.pdf](#)

[4b16657a4dc514e8_Fuel_Station_Testing_Costs_Change_Order.pdf](#)

Additional Comments/Details: Will also submit a resolution shortly to award the construction contract for the 4/21 meeting.

Agree to Terms: Agree

[unsubscribe](#)

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 16, 2025 1:14 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 #1751

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: 04/21/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 05/05/2025

Budget Number: TBD -Check w/M.Heggen

Budget Description: TBD -M.Heggen

Amount: \$825,750.00

Brief Description: Resolution Awarding the Fuel Station Replacement Project to Metro Environmental Services, LLC

Add Supporting Docs:

[0f98fd87be9f2a5a_BidExcerpt.pdf](#)

[ba2368d425952a7b_Fuel_Station_Testing_Costs_Change_Order.pdf](#)

Additional Comments/Details: Full Bid Documents are within the Following DropBox Link - Due to file sizes each could not be attached electronically:

https://www.dropbox.com/scl/fo/tjsp4jmegxk0l5qw2uodm/AKC69bwVvoBpQ9x69lt_rSw?rlkey=lcwiabqxrucdpamlnqzqdlumq&st=38olhaal&dl=0

Also the Lab testing change order previously sent for \$750 has been combined into this resolution.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 280 of 2024, a resolution authorizing an increase in the transfer of American Rescue Plan Act Funds for the Highway Fuel System Improvement Project.

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

WHEREAS, by Resolution No. 239 of 2021, the Town Board designated \$60,000 to analyze solutions to upgrade and replace underground gasoline pumps at the Town's Highway Department, using Federal funds made available by the U.S. Government in the America Rescue Plan (ARPA funds), and

WHEREAS, by Resolution No. 218 of 2023, the Town Board authorized the Supervisor to execute an agreement with Greenman-Pedersen, Inc. (GPI) to begin the first phase of a scope and plan to upgrade and replace the Highway Department's gas pumps and tanks, and

WHEREAS, by Resolution No. 161 of 2024, the Town Board authorized an amendment in the contract with GPI, to add layout changes to the Highway Fuel System Project, and

WHEREAS, Director of Planning and Zoning, John Scavo, recommends the transfer of additional ARPA funds to fund the costs of bidding for the construction of the Highway Fuel System Project, in an amount not to exceed \$297,533; now, therefore, be it

RESOLVED, that the Director of Planning and Zoning is authorized to begin the bidding process for the construction of the Highway Fuel System Project, and be it further

RESOLVED, the Comptroller is authorized to increase revenues by \$297,533, A-04090 (General Fund – Federal Revenues) and increase expenditures by \$297,533 to A- 05132-00200 (General Fund – Highway Garage – Equipment).

ROLL CALL VOTE

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

Noes: None

Absent: Councilwoman Walowit

DECLARED ADOPTED

December 16, 2024

Teresa Brobston, Town Clerk

**SECTION B
BID PROPOSAL**

RETURN WITH BID

Fed. ID# (or SS#) 16-1625369

Proposal of Metro Environmental Services, LLC

(hereinafter-called 'Bidder') (a
Corporation - LLC _____ corporation/ a Partnership/ an individual
doing business as
Metro Environmental Services, LLC

_____, to the Town of Clifton Park (hereinafter called
Owner) _____

The Bidder, in compliance with your Invitation for Bids for the construction of
Fuel Station Replacement Project

_____ having
examined the Bid Documents and the site of the proposed work, and being familiar with all of the
conditions surrounding the construction of the proposed project including the availability of
materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct
the project in accordance with the Bid Documents, within the time set forth therein, and at the
prices stated below. These prices are to cover all expenses incurred in performing the work
required under the Bid Documents, of which this proposal becomes a part thereof.

Bidder hereby agrees to commence work under this contract on or before a date to be
specified in written "Notice to Proceed" of the Owner and to fully complete the project within
consecutive calendar days thereafter as stipulated in the Bid Documents. Bidder further agrees to
pay as liquidated damages, the sum set forth in Schedule A for each consecutive calendar day
there after that the work is not completed as hereinafter provided in the General and Special
Conditions of the Contract Documents.

RETURN WITH BID

Bidder acknowledges receipt of the following addendum (LIST ALL):

ADDENDUM	DATE	SIGNATURE OF PERSON SIGNING PROPOSAL
1. <u>NA</u>		
2. _____		
3. _____		
4. _____		
5. _____		

TOTAL BID PRICE: Bidder agrees to perform all of the Fuel Station Replacement
Project work
described in the Bid Documents for the sum of \$825,000.00
Eight hundred twenty five thousand dollars and no cents (Amount shall be shown in both
words and figures. In case of discrepancy, the amount shown in words will govern.)


Bidder understands that the Owner reserves the right to reject any or all bids and to waive any
informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar
days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute a formal contract
with the Owner and deliver the required Insurance Coverage and Surety Bonds within ten (10)
business days thereafter.

The bid security attached in the sum of 5% of Bid Proposal Price
\$ _____ is to
become the property of the Owner in the event the required Bonds and Insurance are not provided
and the contract is not executed within the time above set forth, as liquidated damages for the delay
and additional expense to the Owner caused thereby.

Respectfully Submitted:

BY: 

(Signature)

Managing Member

(Title)

(SEAL - if Bid is by a corporation)

John Scavo

From: Ryan Trunko <rtrunko@gpinet.com>
Sent: Tuesday, April 15, 2025 10:29 AM
To: John Scavo
Subject: RE: Fuel Station Testing Costs

Categories: Project Fuel

One more thing,

Ambients contact for the project and setting up the kick-off meeting is below. Funny enough, Scott lives less than a mile from Town Hall and could make an in person meeting as well

Scott K. Bryant, PG
Senior EHS Consultant
Ambient Environmental, Inc
828 Washington Avenue
Albany, NY 12203
T: 518.482.0704
C: 518.229.7383
scottb@ambient-env.com

Thanks,

GPI Ryan Trunko, P.E.
d 518.898.9551
Greenman-Pedersen, Inc., *An Equal Opportunity Employer*

From: Ryan Trunko
Sent: Tuesday, April 15, 2025 10:19 AM
To: John Scavo <jscavo@cliftonpark.org>
Subject: Fuel Station Testing Costs

Good Morning John,

I've been coordinating with Ambient to make sure they are ready for when the fuel station project gets into construction. Ambient has reviewed the construction documents and their initial proposal (prepared in 2023). They are looking for a \$750 increase in their fee to primarily cover increased laboratory testing fees that have increased, see attached. Please find attached Additional Services Request 2 for the Towns approval.

Thanks,

Ryan Trunko, P.E. (*He/Him/His*)
Senior Engineer/Project Manager

d 518.898.9551
rtrunko@gpinet.com | www.gpinet.com

GPI

Engineering | Design | Planning | Construction Inspection

Ryan Trunko

From: Scott Bryant <scottb@ambient-env.com>
Sent: Tuesday, April 8, 2025 4:38 PM
To: Ryan Trunko
Subject: RE: Clifton Park Fuel Station Replacement

Ryan

I reviewed the project drawings and previous proposal. If it's OK with you, I would like to increase the project budget from \$8,500 to \$9,250. This increase is due primarily to laboratory rate increases for sample analyses (still assumes a max of ten samples for STARS list VOCs and SVOCs), sample disposal costs that didn't apply a couple years ago and minor billing rate increases since the original proposal was prepared. Please let me know if this works and I'll update the proposal accordingly. Thank you.

Scott



Scott K. Bryant, PG
Senior EHS Consultant
Ambient Environmental, Inc
828 Washington Avenue
Albany, NY 12203
T: 518.482.0704
C: 518.229.7383
scottb@ambient-env.com
www.ambient-env.com

Authorization for Professional Services

Project: **Fuel System Improvements Project**
Additional Services #2
639 Clifton Park Center Rd., Clifton Park, NY

Date: **April 15, 2025**

Client: **Town of Clifton Park**

Contact: **John P. Scavo**
One Town Hall Plaza
Clifton Park, NY 12065
jscavo@cliftonpark.org

From: **Ryan Trunko**
Project Manager

No. of Pages: **1**

Greenman – Pedersen, Inc. (GPI) is pleased to provide this contract amendment for the following updated services based upon increased laboratory fee for soil sampling. Ambient Environmental, Inc., a subcontractor under GPI, prepared their initial proposal in 2023 at the start of the project. Since that time, laboratory sampling and disposal costs have increased, and additional funds are needed to cover these fees.

Task 00003 Existing Facilities Demolition and Tank Removal

3-1 Task 3 included fees for the sampling and laboratory analysis of soils during the removal of the existing underground storage tanks. Laboratory fees have increased \$750 since the preparation of initial proposal and additional funds are needed.

Compensation:

Based upon the above Services, our updated fee shall be as follows:

	Original	Additional	Total
Task 3: Existing Facilities Demolition and Tank	\$ 11,000	\$ 750	\$ 11,750
Total Proposed Fee:	\$ 11,000	\$ 750	\$ 11,750

Acceptance of Proposal

Please indicate your acceptance by signing below and returning a copy of this Agreement. This will serve as our agreement for the additional services under the existing project agreement.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Agreed Hereto:

For Greenman-Pedersen, Inc.:

For Client:



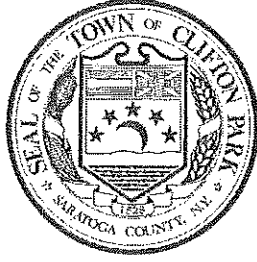
April 15, 2025

Name: **Ryan Trunko**
 Title: **Project Manager**

Date

Accepted by an Authorized Agent, Date
 Principal or Owner

Printed Name: _____



RESOLUTION

#15

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No _____ of 2025, a resolution authorizing budget transfers for calendar year 2024 as specified in Schedule A, attached.

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

WHEREAS, the Comptroller has recommended that certain year-end budget adjustments contained in the attached Schedule A be made to provide for the completion of financial statements for Fiscal Year 2024, and to file the Annual Update Document with the NYS Comptroller; now, therefore, be it

RESOLVED, that the budget transfers specified in Schedule A be adopted per the Comptroller's recommendations.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 2, 2025 4:49 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagnello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1727

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

Department: Comptroller

Your Name: M Heggen

Your Email: mheggen@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 04/07/2025 ✓

Board Meeting Date: 04/21/2025 ✓

Alternate Date: 05/05/2025

Budget Number: N/A

Budget Description: N/A

Amount: Adopt year end budget changes in conjunction with filing the 2024 Annual Update Document with NYS Office of State Comptroller

Brief Description: Excel spreadsheets to be provided

Add Supporting Docs:

Additional Comments/Details: None

Agree to Terms: Agree

[unsubscribe](#)

Schedule A

Town of Clifton Park
2024 Budget Changes
General Fund

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
A-01110-E1110	Municipal Court - Part-time Justice Clerks	5,343.00			
A-01110-E6303	Municipal Court - B Clancy	20.00			
A-01110-00001	Municipal Court - Travel & Conferences		2,400.00		
A-01110-00008	Municipal Court - Printing		350.00		
A-01110-00014	Municipal Court - Minor Equipment		200.00		
A-01110-00029	Municipal Court - Youth Court		300.00		
A-01110-E0049	Municipal Court - C Woodard		270.00		
A-01220-00015	Town Supervisor - Other Contractual	4,700.00			
A-01315-00200	Comptroller - Equipment		1,100.00		
A-01315-00004	Comptroller - Computer		3,000.00		
A-01315-00006	Comptroller - Office Supplies		400.00		
A-01320-00019	Auditor - Auditing expense		8,000.00		
A-01420-00025	Legal Office - Other Legal Expenses	7,750.00			
A-01420-E0693	Legal Office - T McCarthy		16,000.00		
A-01440-00135	Engineering - Engineering		20,000.00		
A-01620-00005	Town Hall Operations - Utilities	5,307.00			
A-01624-00005	Senior Center - Utilities	6,732.00			
A-01950-00131	Assessment of Town Property - Assessment	2,900.00			
A-01910-00109	Unallocated Insurance - Cyber Insurance		4,000.00		
A-01910-00108	Unallocated Insurance - Liability Insurance		20,000.00		
A-03120-E0405	Law Enforcement - S Simmons	3,436.00			
A-03120-E0746	Law Enforcement - B Richard	1,422.00			
A-03120-E0747	Law Enforcement - P Culkin	1,383.00			
A-03120-E4010	Law Enforcement - Part Time Security Officers	3,929.00			
A-03120-E4030	Law Enforcement - Part Time Court Officers	618.00			
A-03120-00074	Law Enforcement - Overtime		10,000.00		
A-03620-E0603	Building & Development - S Chase	3,044.00			
A-03620-00074	Building & Development - Overtime		3,044.00		
A-03620-E0999	Building & Development - R Adams		16,543.00		
A-03620-E4000	Building & Development - Part Time Employee		28,000.00		
A-03620-E4100	Building & Development - MEO Bldgs & Grounds		78,477.00		
A-04010-00140	Public Health - Other Payments		10,000.00		
A-04010-00092	Public Health - Drug Testing		1,400.00		
A-06510-00015	Veteran's - Other Contractual	400.00			
A-06772-E2250	Senior Support - Substitute Senior Van	3,274.00			
A-06772-00012	Senior Support - Fuel		2,500.00		
A-06773-00041	TCP Senior Center - Instructors	2,827.00			
A-07021-00074	Parks & Rec Admin - Overtime		2,000.00		
A-07021-E0229	Parks & Rec Admin - D Fraser	2,300.00			
A-07021-E0462	Parks & Rec Admin - L Hughes	3,608.00			
A-07110-00001	Building & Grounds - Travel & Conferences	472.00			
A-07110-00002	Building & Grounds - Telephone	284.00			
A-07110-00004	Building & Grounds - Computer	415.00			
A-07110-00005	Building & Grounds - Utilities		4,400.00		
A-07110-00008	Building & Grounds - Printing	239.00			
A-07110-00009	Building & Grounds - Leases & Rentals	2,418.00			
A-07110-00012	Building & Grounds - Fuel	3,822.00			
A-07110-00013	Building & Grounds - Refuse Removal	5.00			
A-07110-00024	Building & Grounds - General Maintenance	10,815.00			
A-07110-00028	Building & Grounds - Uniforms & Safety Equipment	1,993.00			
A-07110-00074	Building & Grounds - Overtime		30,250.00		
A-07110-00145	Building & Grounds - Lease Payments	16,789.00			
A-07110-00200	Building & Grounds - Equipment		30,000.00		
A-07110-00229	Building & Grounds - Small Equipment		4,000.00		

Schedule A

Town of Clifton Park
2024 Budget Changes
General Fund

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
A-07110-E0057	Building & Grounds - D Fraser	5,889.00			
A-07110-E0069	Building & Grounds - T Groski	2,031.00			
A-07110-E0136	Building & Grounds - R Zeller	10,157.00			
A-07110-E0261	Building & Grounds - R Sciocchetti	3,195.00			
A-07110-E0276	Building & Grounds - S Dickinson	4,757.00			
A-07110-E0460	Building & Grounds - V Mucurio	3,381.00			
A-07110-E0564	Building & Grounds - D Welsh	872.00			
A-07110-E0799	Building & Grounds - S Leonard	902.00			
A-07110-E0848	Building & Grounds - N Arp	3,339.00			
A-07110-E0959	Building & Grounds - J Palmateer	2,659.00			
A-07110-E0963	Building & Grounds - M Barber		8,581.00		
A-07110-E3546	Building & Grounds - S Shaughnessy	3,584.00			
A-07110-E4000	Building & Grounds - Part Time Employees	33,759.00			
A-07110-E5230	Building & Grounds - J Latniak	1,408.00			
A-07110-E6045	Building & Grounds - Z Di Renzo	2,148.00			
A-07110-E6050	Building & Grounds - Y Cook	1,037.00			
A-07111-00024	Kinns Road Park - General Maintenance	769.00			
A-07112-00005	Clifton Common - Utilities	11,389.00			
A-07150-00005	Barney Road Pool - Utilities	4,626.00			
A-07150-00013	Barney Road Pool - Refuse Removal	85.00			
A-07150-00045	Barney Road Pool - Other Program Expense	43.00			
A-07150-00200	Barney Road Pool - Equipment	4,154.00			
A-07151-00045	Country Knolls Pool - Other Program Expense	201.00			
A-07151-E4650	Country Knolls Pool - Pool Operations Manager	949.00			
A-07151-E4680	Country Knolls Pool - Pool Manager	10,184.00			
A-07152-00005	Locust Lane Pool - Utilities		500.00		
A-07152-00045	Locust Lane Pool - Other Program Expense	89.00			
A-07152-00200	Locust Lane Pool - Equipment	6,312.00			
A-07190-00002	Barney Road Golf - Telephone	152.00			
A-07190-00001	Barney Road Golf - Travel & Conferences		100.00		
A-07190-00004	Barney Road Golf - Computer		1,400.00		
A-07190-00005	Barney Road Golf - Utilities	2,627.00			
A-07190-00007	Barney Road Golf - Dues & Subscriptions	315.00			
A-07190-00008	Barney Road Golf - Printing		2,000.00		
A-07190-00015	Barney Road Golf - Other Contractual	1,293.00			
A-07190-00045	Barney Road Golf - Other Program Expense	20.00			
A-07190-00200	Barney Road Golf - Equipment	11,120.00			
A-07190-E0963	Barney Road Golf - M Barber	2,640.00			
A-07190-E4000	Barney Road Golf - Part Time Employees		4,700.00		
A-07190-E7195	Barney Road Golf - Golf Course Starters		6,000.00		
A-07314-00015	Winter Basketball - Other Contractual	971.00			
A-07330-00015	Recreational Programs - Other Contractual	13,308.00			
A-08055-00015	G.R.E.E.N Committee	103.00			
A-08160-00003	Convenience Transfer Station - Copier	414.00			
A-08160-00135	Convenience Transfer Station - Engineering	500.00			
A-08160-E0058	Convenience Transfer Station - T Kirchofer	2,172.00			
A-08160-E0076	Convenience Transfer Station - D McCune	2,087.00			
A-08160-E1798	Convenience Transfer Station - R Legge		2,700.00		
A-08160-E4000	Convenience Transfer Station - Part Time Emp'ees	67.00			
A-08160-E6270	Convenience Transfer Station - D Noakes	1,171.00			
A-08160-00074	Convenience Transfer Station - Overtime		2,000.00		
A-08510-00005	Community Beautification - Utilities	170.00			
A-08510-00090	Community Beautification - Tree Removal		19,000.00		
A-09010-00100	Emp'ee Benefits Retirement - NYSLRS Retirement	10,607.00			

Schedule A

Town of Clifton Park
2024 Budget Changes
General Fund

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
A-09045-00111	Emp'ee Benefits Life Ins - Other Insurance	3,652.00			
A-09050-00104	Emp'ee Benefits Unemployment - Unemploy Ins	10,657.00			
A-09060-00106	Emp'ee Benefits Health Ins - Medical & Dental	42,513.00			
A-01080	Payments in Lieu of Taxes				13,234.00
A-01081	Other Payments				2.00
A-01140	Franchise Revenue - Cable TV				53,419.00
A-02030	Table Tennis Revenue				735.00
A-02034	Senior Express Donations				50.00
A-02004	Travel Basketball				33,594.00
A-02038	Winter Fest Program Revenue				500.00
A-02042	July 4th Program Revenue				6,643.00
A-02047	Farm Fest Program Revenue				1,500.00
A-02065	Youth Parks Recreational Revenue				22,190.00
A-02078	Other Revenue Golf Course				50.00
A-02092	Rental Income Pools				2,555.00
A-02114	Veteran's Memorial Park Rev				211.00
A-02119	Clifton Common Program Rev				1,021.00
A-02125	Parkside Trail Revenues				500.00
A-02082	Library Charges				3,600.00
A-02189	Other Home & Community Service Income				100.00
A-02128	Interest & Penalties				185.00
A-03089	NYS Governmental Aide				28,541.00
A-02806	Interfund Rev - Electrician				30,000.00
A-04090	Federal Revenue				172,992.00
A-05031	Interfund Revenue			174,818.00	
A-02401	Investment Income			147,537.00	
A-01120	Sales Tax Revenue			26,375.00	
		<u>320,723.00</u>	<u>343,615.00</u>	<u>348,730.00</u>	<u>371,622.00</u>
		22,892.00		(22,892.00)	
A-00960	Appropriations			<u>-</u>	

Town of Clifton Park
 Highway Fund
 2023 Budget Changes

Schedule A-1

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
DA-05110-00022	General Repairs Highway - Vehicle Expense	1,544.00			
DA-05110-00024	General Repairs Highway - Gen Maintenance	4,869.00			
DA-05110-00136	General Repairs Highway - Diesel Fuel	5,934.00			
DA-05110-00215	General Repairs Highway - Traffic Safety	18,295.00			
DA-05110-E0960	General Repairs Highway - R Coons		1,055.00		
DA-05110-E1500	General Repairs Highway - MEO		925.00		
DA-05110-E6235	General Repairs Highway - P Lounsbury		12,266.00		
DA-05130-00145	Machinery Highway - Lease Payments	125,710.00			
DA-05142-00012	Snow Removal - Fuel		17,474.00		
DA-05142-00022	Snow Removal - Vehicle Expense		5,000.00		
DA-05142-00028	Snow Removal - Uniforms & Safety Equip		2,300.00		
DA-05142-00074	Snow Removal - Overtime		145,000.00		
DA-05142-00138	Snow Removal - Road Salt		6,500.00		
DA-05142-00250	Snow Removal - Wingmen		500.00		
DA-05142-E0054	Snow Removal - K Krul	1,551.00			
DA-05142-E0083	Snow Removal - S Rusinovich	6,205.00			
DA-05142-E0091	Snow Removal - T Harris	6,219.00			
DA-05142-E0144	Snow Removal - S Raffan	4,478.00			
DA-05142-E0156	Snow Removal - M Traider	8,327.00			
DA-05142-E0218	Snow Removal - J Agans	1,118.00			
DA-05142-E0233	Snow Removal - N Brisson	6,293.00			
DA-05142-E0255	Snow Removal - D Charbonneau	7,412.00			
DA-05142-E0260	Snow Removal - D Fowler	7,307.00			
DA-05142-E0276	Snow Removal - S Dickinson		2,952.00		
DA-05142-E0448	Snow Removal - T Clifford	3,504.00			
DA-05142-E0493	Snow Removal - M Pelc	3,950.00			
DA-05142-E0511	Snow Removal - M Farnsworth	7,124.00			
DA-05142-E0522	Snow Removal - T Moore	3,034.00			
DA-05142-E0707	Snow Removal - A Jerome	7,143.00			
DA-05142-E0790	Snow Removal - R Ensel	3,700.00			
DA-05142-E0791	Snow Removal - M McCune	7,909.00			
DA-05142-E0800	Snow Removal - J Ryan	5,152.00			
DA-05142-E0880	Snow Removal - Z Tocco	2,905.00			
DA-05142-E0953	Snow Removal - Z Kusaywa		2,683.00		
DA-05142-E0954	Snow Removal - R Hollner	723.00			
DA-05142-E0955	Snow Removal - C Bense	1,018.00			
DA-05142-E0960	Snow Removal - R Coons	4,545.00			
DA-05142-E1500	Snow Removal - MEO		47,030.00		
DA-05142-E6160	Snow Removal - C Cuttita	2,153.00			
DA-05142-E6161	Snow Removal - G Wade		1,789.00		
DA-05142-E6170	Snow Removal - W Bacon	3,317.00			
DA-05142-E6232	Snow Removal - P Grogan	20.00			
DA-05142-E6234	Snow Removal - G Blake		2,554.00		
DA-05142-E6235	Snow Removal - P Lounsbury		10,782.00		
DA-05142-E6239	Snow Removal - M Winkler		4,644.00		
DA-05142-E6240	Snow Removal - M O'Beirne	2,742.00			
DA-05142-E6260	Snow Removal - M Gessler	1,524.00			
DA-05142-E6317	Snow Removal - K Clark	3,034.00			
DA-09010-00100	Emp'ee Benefits Retirement - NYSLRS		12,300.00		
DA-09050-00104	Emp'ee Benefits Unemployment - Unemploy	362.00			
DA-02805	Interfund Rev - Highway Vehicle				62,468.00
DA-04090	Federal Revenue				83,127.00
DA-03501	NYS CHIPS Revenue			138,962.00	
		<u>269,121.00</u>	<u>275,754.00</u>	<u>138,962.00</u>	<u>145,595.00</u>
DA-00915	DA Assigned Fund Balance	-			

Schedule A-2

Town of Clifton Park
2024 Budget Changes
Other Funds

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
CD Fund - Section 8 Housing Assistance Fund					
CD-04910	HUD Section 8 - Housing	98,852			
CD-04911	HUD Section 8 - Admin Fee	12,220			
CD-04090	HUD Section 8 Revenue			105,927	
		<u>111,072</u>	<u>-</u>	<u>105,927</u>	<u>-</u>
CD-00915	CD Assigned Fund Balance	<u>5,145.00</u>			
FX5 - Blue Barns Water District					
FX5-08340-00015	Water Trans & Dist. - Other Contractual	160		160	
FX5-02401	Investment Interest				
		<u>160</u>	<u>-</u>	<u>160</u>	<u>-</u>
FX5-00915	FX5 Assigned Fund Balance	<u>-</u>			
G1 - Olde Nott Farm Sewer District # 1					
G1-02120	Sewer Rents				1,460
G1-02401	Investment Income			1,460	
		<u>-</u>	<u>-</u>	<u>1,460</u>	<u>1,460</u>
G1-00915	G1 Assigned Fund Balance	<u>-</u>			
G2 - Sherwood Forest Sewer District					
G2-09710-00125	Bonds - Sewer Interest	27			
G2-02401	Investment Income			27	
		<u>27</u>	<u>-</u>	<u>27</u>	<u>-</u>
G2-00915	G2 Assigned Fund Balance	<u>-</u>			
G6 - Corporate Commerce Sewer District #1					
G6-08111-00024	Sewer Contractual - General Maint		340		
G6-08111-00135	Sewer Contractual - Engineering	3,360			
G6-02401	Investment Income			3,020	
		<u>3,360</u>	<u>340</u>	<u>3,020</u>	<u>-</u>
G6-00915	G6 Assigned Fund Balance	<u>-</u>			

Schedule A-2

Town of Clifton Park
2024 Budget Changes
Other Funds

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
G7 - Clifton Park Sewer District #1					
G7-08110-00074	Personal Services Sewer - Overtime		10,000		
G7-08110-E0443	Personal Services Sewer - M Grimmer	4,695			
G7-08110-E0486	Personal Services Sewer - A Pazzo	3,959			
G7-08110-E0694	Personal Services Sewer - R VanBuskirk	6,866			
G7-08111-00001	Sewer Contractual - Travel & Conf		500		
G7-08111-00002	Sewer Contractual - Telephone	20			
G7-08111-00008	Sewer Contractual - Printing	188			
G7-08111-00022	Sewer Contractual - Vehicle Expense	5,779			
G7-08111-00034	Sewer Contractual - Sewer Pump Maint	20,921			
G7-08111-00145	Sewer Contractual - Lease Payments	4,718			
G7-08111-00200	Sewer Contractual - Equipment		43,024		
G7-09010-00100	Emp'ee Benefits - Retirement	1,541			
G7-09030-00101	Emp'ee Benefits FICA - Social Sec	266			
G7-09035-00102	Emp'ee Benefits Medicare - Medicare	62			
G7-09050-00104	Emp'ee Benefits Life Ins - Other Ins	1,069			
G7-09060-00106	Emp'ee Benefits Health - Health Ins	3,440			
		<u>53,524</u>	<u>53,524</u>	-	-
G7-00915	G7 Assigned Fund Balance	-			
MS - Self Insured Dental Risk Retention Fund					
MS-01710-00106	Self Insured Dental - Medical & Dental	303			
MS-02709	Dental Premiums from Emp'ees				428
MS-02804	Interfund Revenues - Dental				2,547
MS-02401	Investment Income			3,278	
		<u>303</u>	-	<u>3,278</u>	<u>2,975</u>
MS-00915	MS Assigned Fund Balance	-			
SP14 - Vischer's Landing Park District					
SP14-07155-00024	Vischer's Landing Park District - Gen Maint	900			
SP14-02401	Investment Income			360	
		<u>900</u>	-	<u>360</u>	-
SP14-00915	SP14 Assigned Fund Balance	<u>540.00</u>			
SP5 - Longkill I Park District					
SP5-07123-00011	Longkill I Contractual - Water	9,602			
SP5-07123-00015	Longkill I Contractual - Other Contractual		1,000		
SP5-07123-00024	Longkill I Contractual - Gen Maint	1,624			
SP5-07123-00200	Longkill I Contractual - Equipment	23,192			
SP5-02401	Investment Income			4,451	
		<u>34,418</u>	<u>1,000</u>	<u>4,451</u>	-
SP5-00915	SP5 Assigned Fund Balance	<u>28,967.00</u>			

Schedule A-2

Town of Clifton Park
 2024 Budget Changes
 Other Funds

Account	Description	Expenditures		Revenues	
		Increase	Decrease	Increase	Decrease
SP7 - Riverview Park District					
SP7-07126-00024	Archer Contractual - Gen Maint	720			
SP7-07127-00024	Boyack Contractual - Gen Maint	1,395			
SP7-07128-00024	Crescent Estates Contractual - Gen Maint	1,560			
SP7-07129-00024	Crescent Estates South Cont - Gen Maint	4,150			
SP7-07137-00024	Riverview #1 - Gen Maint	465			
SP7-07139-00011	Crescent Pointe - Water	20			
SP7-09730-00117	BAN - Park Dist Int	2,257			
SP7-09730-00127	BAN - Park Dist Princ	5,000			
SP7-08150-00015	Operating Transfer - Other Contract	1,620			
SP7-07115-00024	Park District Contractual - Gen Maint		9,800		
SP7-07115-00025	Park District Contractual - Other Legal	1,055			
SP7-02401	Investment Income			2,700	
		<u>18,242</u>	<u>9,800</u>	<u>2,700</u>	<u>-</u>
SP7-00915	SP7 Assigned Fund Balance	<u>5,742.00</u>			
SP9 - Stony Creek I Park District					
SP9-07115-00011	Park Dist Labor & Equip - Water		480		
SP9-07115-00024	Park Dist Labor & Equip - Gen Maint		27,964		
SP9-07116-00024	Huntwood Contractual - Gen Maint	1,431			
SP9-07117-00011	Shirewood Contractual - Water	18			
SP9-07117-00024	Shirewood Contractual - Gen Maint	2,767			
SP9-07118-00011	Aspenwood Contractual - Water	52			
SP9-07118-00024	Aspenwood Contractual - Gen Maint	1,207			
SP9-07119-00011	Presidential Estates - Water	18			
SP9-07119-00024	Presidential Estates - Gen Maint	1,283			
SP9-07132-00024	Treemont Estates - Gen Maint	224			
SP9-07133-00011	Woodcrest Pointe Contractual - Water	18			
SP9-07133-00024	Woodcrest Pointe Contractual - Gen Maint	1,738			
SP9-07134-00024	Annondale Contractual - Gen Maint	296			
SP9-07136-00011	Village Green - Water	18			
SP9-07136-00024	Village Green - Gen Maint	1,544			
SP9-07138-00011	Birch Knolls - Water	18			
SP9-07138-00024	Birch Knolls - Gen Maint	1,097			
SP9-07141-00011	Grooms Pointe - Water	18			
SP9-07141-00024	Grooms Pointe - Gen Maint	835			
SP9-07143-00011	Engelmore Landing - Water	18			
SP9-07143-00024	Engelmore Landing - Gen Maint	497			
SP9-07144-00011	Berkshire Estates - Water	35			
SP9-07144-00024	Berkshire Estates - Gen Maint	259			
SP9-07145-00011	Countryman Estates North - Water	35			
SP9-07145-00024	Countryman Estates North - Gen Maint	1,139			
SP9-07147-00011	Stoney Creek Townhomes - Water	35			
SP9-07147-00024	Stoney Creek Townhomes - Gen Maint	850			
SP9-07149-00011	Hayes Park - Water	35			
SP9-07149-00024	Hayes Park - Gen Maint	672			
SP9-07165-00024	Carlson Farms - Gen Maint	5,104			
SP9-07166-00011	Heritage Point - Water	601			
SP9-07166-00024	Heritage Point - Gen Maint	6,582			
		<u>28,444</u>	<u>28,444</u>	<u>-</u>	<u>-</u>
SP9-00915	SP9 Assigned Fund Balance	<u>-</u>			