



TOWN OF CLIFTON PARK TOWN BOARD MEETING

May 19, 2025

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



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

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **Presentation- Proclamation recognizing the Honorable James F. Hughes**
- **Public Hearing- 7:02pm: Regarding proposal to amend Town Code Chapters 152 & 153 to address the use of e-bikes in Town nature preserves and parks**
- **Resolutions for Consideration**
- **Executive Session**
- **Other Business**

VII. Open Public Privilege

NOTE:

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

VIII. Adjournment

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARING PROPOSING TO AMEND CHAPTERS 152 AND 153 OF
TOWN CODE TO PROHIBIT USE OF E-BIKES IN TOWN NATURE PRESERVES AND
TOWN PARKS

Please take notice that the Town Board of the Town of Clifton Park will conduct a public hearing on May 19, 2025 at 7:02 p.m. in the Wood Memorial Meeting Room in the Town Office Building, located at One Town Hall Plaza, Clifton Park, New York whereas, the Town Board seeks public input and discussion regarding amending Chapters 152 and 153 of the Town Code to prohibit the use of e-bikes in Town nature preserves and Town parks.

Copies of the proposed amendments to local law 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, Town Clerk

Ch 152 Nature Preserves

§152-4 Motorized vehicles restricted

Motorized vehicles or crafts of any sort, except for emergency vehicles and vehicles operated by police, environmental conservation officers, town officials or others designated by them on official business, are banned from the nature preserves. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, motorized trail bikes (light off road motorcycles), motorcycles, motor boats, e-bikes used with the throttle engaged and which are not in pedal-assist mode (an e-bike is an electric bicycle equipped with a motor and a battery that assists in pedaling or which can be used without pedalling), or any other motor-driven craft. This shall not apply to wheelchairs or motorized vehicles designed to enable an individual with a disability.

§152-6 Prohibited acts.

It shall be unlawful and constitute an offense for any person to:

D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, motorized trail bikes (light off road motorcycles), motorcycles, e-bikes used with the throttle engaged and which are not in pedal-assist mode (an e-bike is an electric bicycle equipped with a motor and a battery that assists in pedaling or which can be used without pedalling), or any other motor-driven craft not otherwise exempted by state law or specifically authorized by the Town.

Ch 153 Parks

§153-4 Prohibited acts.

It shall be unlawful and constitute an offense for any person to:

D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, motorized trail bikes (light off road motorcycles), motorcycles, e-bikes used with the throttle engaged and which are not in pedal-assist mode (an e-bike is an electric bicycle equipped with a motor and a battery that assists in pedaling or which can be used without pedalling), or any other motor-driven craft. This provision shall not apply to emergency vehicles or vehicles operated by police, environmental officers, Town officials or others designated by them on official business, or motorized wheelchairs or other motorized vehicles designed to enable an individual with a disability.

§153-21 Motorized vehicles restricted.

Motorized vehicles or crafts of any type are prohibited and shall not be parked or operated on trails within the Town. This shall include, but not be limited to, motor vehicles, all-terrain motorized vehicles, snowmobiles, motorized trail bikes (light off road motorcycles),

motorcycles, **e-bikes used with the throttle engaged and which are not in pedal-assist mode (an e-bike is an electric bicycle equipped with a motor and a battery**

that assists in pedaling or which can be used without pedalling), or any other motor-driven vehicle or craft. This provision shall not apply to emergency vehicles or vehicles operated by police, environmental officers, Town officials or others designated by them on official business, or motorized wheelchairs or other motorized vehicles designed to enable an individual with a disability.

Section 153-22 Exemption Provision.

Exceptions may be granted by the Town Board or their designee for specific events, maintenance activities, or ADA accessibility accommodations not otherwise covered.

Resolutions for Consideration
Clifton Park Town Board Meeting
May 19, 2025

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Town Board	Authorize the renewal of a lease with the Fruitful Vine Christian Church	P. Barrett
2. Buildings & Grounds	Declare certain items as surplus equipment and authorize that they be offered for sale at an online auction	P. Barrett
3. Planning	Classify the Miss Shen 'Deanna Rivers' Softball Pavilion at the Clifton Common project pursuant to SEQRA 6NYCRR Part 617 and issue a negative declaration	P. Barrett
4. Buildings & Grounds	Authorize hiring MA Schafer Construction, Inc. for construction of the Miss Shen "Deanna Rivers" Softball Pavilion at the Clifton Common	P. Barrett
5. Buildings & Grounds	Authorize hiring of Luke Mahoney as a seasonal Laborer	P. Barrett
6. Highway	Authorize piggy backing off an Ontario County Contract for Manhole Restoration Services	D. Bull
7. Highway	Authorize the hiring of a summer seasonal laborer for the 2025 season	D. Bull
8. Parks & Recreation	Authorize promotion of a seasonal employee from Lifeguard to Head Lifeguard, the hiring of Alternate Lifeguards and Camp Counselors and the correction of a pay rate for a Camp Counselor for the 2025 season	L. Walowit & A. Reid
9. Senior Van	Authorize transfer of Justin Brooks from part-time Security Officer to full-time Senior Van Chauffeur	P. Barrett



RESOLUTION

#1

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the Supervisor to sign a Lease Agreement with Fruitful Vine Christian Church, for rental of the top floor of the Burning Bush Clubhouse.

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

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

WHEREAS, Fruitful Vine Christian Church wishes to rent the top floor of the Burning Bush Clubhouse for a term of twelve (12) months, lease to expire on May 19, 2026, at an annual rent of \$21,600; and

WHEREAS, the Tenant may elect to remain in possession of the property after May 19, 2026, as a month-to-month Tenant for up to twelve (12) consecutive months; now therefore be it

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

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Wednesday, April 30, 2025 11:14 AM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Resolution Request #1782

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

Department: Legal

Your Name: Cindy Zlogar

Your Email: czlogar@cliftonpark.org

Sponsor: P. Barrett

Agenda Session Date: 05/05/2025 ✓

Board Meeting Date: ~~05/21/2025~~ 05/19/2025 ✓

Alternate Date: 06/02/2025

Budget Number: N/A

Budget Description: N/A

Amount: N/A

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

Add Supporting Docs:

Additional Comments/Details: N/A

Agree to Terms: Agree

[unsubscribe](#)

THIS AGREEMENT OF LEASE, made this _____ day of _____, 2025, between

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

And,

The Fruitful Vine Christian Church

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

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

for the term of 12 Months to commence from May 20, 2025 and to end on May 19, 2026, to be used and occupied only for

A Church, Daycare, and their related offices.

1st. RENT

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

2nd. CARE and REPAIR

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

3rd. TENANT SHALL COMPLY WITH REGULATIONS and ORDINANCES

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

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

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

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

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

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

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

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

ACCESS TO EXAMINE PREMISES

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

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

8th. CONDITIONS UNDER WHICH LANDLORD MAY REPOSSESS PREMISES

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

9th. LIABILITY FOR PLATE GLASS WINDOWS

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

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

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

11th. PLACEMENT OF SIGNS

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

12th. LANDLORD EXEMPT FROM LIABILITY

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

13th. IF DEFAULT BE MADE

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

14th. LEASE SHALL NOT BE A LIEN AGAINST PREMISES

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

15th. SECURITY DEPOSIT

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

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

17th. RIGHTS OF LANDLORD IF TENANT DEFAULTS

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

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

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

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

19th. NON-WAIVER

The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

20th. EMINENT DOMAIN

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

21st. ABANDONED PROPERTY

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

22nd. TENANT LIABLE FOR ENTIRE RENT

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

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

23rd. TENANT WAIVES RIGHTS TO REDEEM

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

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

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

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

26th. AVAILABILITY OF PREMISES FOR POSSESSION BY TENANT

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

27th. SERVICES INCLUDED IN RENT

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

28th. TENANT SHALL MAINTAIN LIABILITY INSURANCE

As additional rental during the lease term, Tenant shall place and cause to be placed and maintained, for the benefit of the Landlord and Tenant with both to be named as party insured, general public liability insurance; such insurance to provide protection in minimum limits of \$1,000,000.00 of combined single limit for bodily injury or property damage. Each such policy of insurance or certificate thereof shall be promptly deposited with the Landlord. Tenant is also responsible to maintain its' own rental and contents insurance.

29th. This paragraph intentionally left blank.

30th. CONDITION OF PREMISES UPON TENANT'S POSSESSION

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

31st. CONDITIONS AFFECTING COMMENCEMENT OF TERM

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

32nd. ADDITIONAL PARKING

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

33rd. PLACEMENT OF SIGNS

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

34th. INFORMATION ON THE GLASS DOOR

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

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

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

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

38th. Tenant may elect to remain in possession of the property after May 19, 2026 as a month to month tenant for up to twelve (12) consecutive months by giving Landlord notice of Tenant's intent to remain or vacate at least thirty (30) days before the end of the Lease term or before.

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

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

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

LANDLORD

TENANT

TOWN OF CLIFTON PARK

Fruitful Vine Christian Church

BY: _____

BY: _____

Philip Barrett, Town Supervisor

Ernest North, Pastor



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 sale of equipment declared surplus by the Town Board and authorizing the Buildings and Grounds Department to sell the surplus equipment at public auction.

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

WHEREAS, the Director of Buildings, Parks, and Recreation, Daniel Clemens, has identified items within several Departments, noted on the attached Schedule A, as surplus property, and

WHEREAS, based upon the recommendation of Mr. Clemens, the Town Board declares the items on Schedule A as surplus; now, therefore, be it

RESOLVED, that the Town Board authorizes the Buildings and Grounds Department to sell the surplus equipment noted on the attached Schedule A, as is, through an upcoming online public auction.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, May 1, 2025 12:10 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 #1784

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: 05/05/2025 ✓
Board Meeting Date: 05/19/2025 ✓
Alternate Date: 06/02/2025
Budget Number: NA
Budget Description: NA
Amount: NA
Brief Description: Declare items surplus for sale at online auction.

Add Supporting Docs:
[0c26ee500d51a5dd_Surplus_Items_5.1.25.pdf](#)

Additional Comments/Details: Items to be sold through Collar City Auctions. Some items are from Planning, sewer and Animal Control
Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

SURPLUS ITEMS MAY 2025

BUILDINGS & GROUNDS

2004 Chevrolet 2500 VIN 1GCHC24U84E103081

2007 Chevrolet 2500 VIN 1GCHK29U47E113428

2015 GMC Sierra 1500 VIN 1GTV2TEH1FZ199399

1987 Toro Reelmaster 216 SN: 3403060162 with parts mower

2003 Toro 4000 D SN: 230000443

Jacobsen 628 D SN: 94671400273

Jacobsen 628 D SN: 94671400278

1.5 yd Polycaster Salter SN: 1106062039728001

PLANNING DEPARTMENT

Trimble GeoExplorer SN: 4427E01488

SEWER DEPARTMENT

Envirosight Rover 225 Camera System

ANIMAL CONTROL

2 small plastic animal carriers

2 large plastic animal carriers



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 in connection with the Town of Clifton Park for determination of a SEQRA Negative Declaration for the Miss Shen 'Deanna Rivers' Softball Training Pavilion at the Clifton Common.

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

WHEREAS, the Town of Clifton Park proposes to construct the Miss Shen 'Deanna Rivers' Softball Training Pavilion, a wood-framed structure supported by concrete foundations, adjacent to the existing masonry maintenance building at Clifton Common Blvd in Clifton Park, NY, and

WHEREAS, the proposed project is subject to the New York State Environmental Quality Review Act (SEQRA) and has been classified as an Unlisted Action under 6 NYCRR Part 617, and

WHEREAS, the Town Board has caused to be prepared a Short Environmental Assessment Form (EAF) and has duly considered the criteria for determining significance as set forth in 6 NYCRR Part 617.7, and

WHEREAS, the Town Board has reviewed the project plans and specifications, including site location, scope of work, and potential environmental impacts; now, therefore, be it

RESOLVED, that the Town Board of the Town of Clifton Park, as Lead Agency, hereby determines that the proposed action will not result in any significant adverse environmental impacts and hereby issues a Negative Declaration pursuant to SEQRA; and be it further

RESOLVED, that the Town Supervisor is authorized to sign the SEQRA Negative Declaration and file the Notice of Determination of Non-Significance in accordance with the requirements of 6 NYCRR Part 617.

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Date: May 19, 2025

Lead Agency: Town of Clifton Park Town Board

Address: 1 Town Hall Plaza, Clifton Park, NY 12065

Contact Person: John Scavo, Director of Planning & Zoning

Phone: 518-371-6054

Project Title: Miss Shen 'Deanna Rivers' Softball Training Pavilion

Project Location: Clifton Common Blvd, Clifton Park, NY

Project Description: Construction of a wood-framed softball training pavilion supported by concrete foundations adjacent to the existing maintenance building.

Basis for Determination of Non-Significance

In accordance with the criteria set forth in 6 NYCRR Part 617.7 of the State Environmental Quality Review Act (SEQRA), the Town Board has reviewed the potential environmental impacts of the proposed action and determined that it will not result in any significant adverse environmental effects. The following areas were considered:

Land Use and Zoning: The project is consistent with the current land use and zoning of the Clifton Common, which is a designated recreational area. The pavilion is an accessory structure to an existing softball facility and does not represent a change in land use.

Aesthetic and Visual Resources: The pavilion will be constructed adjacent to an existing masonry maintenance building and within a developed recreational complex. It will not alter the visual character of the area or introduce new visual intrusions.

Traffic and Transportation: The project will not generate additional traffic beyond existing recreational use. No new access roads or parking areas are proposed.

Air Quality and Noise: Construction activities will be temporary and limited in scope. No long-term emissions or noise impacts are anticipated.

Water Resources and Wetlands: The project site is not located within or adjacent to any state-regulated wetlands or water bodies. There will be no discharge to surface or groundwater resources.

Flooding and Stormwater: The pavilion will be constructed on previously disturbed land. Stormwater will be managed in accordance with local requirements, and no increase in runoff is expected.

Ecological Resources: The site is within a developed park and does not contain significant wildlife habitat or rare, threatened, or endangered species.

Historic and Archaeological Resources: The site has been previously disturbed and is not located within a designated historic district or known archaeological sensitive area.

Public Health and Safety: The project does not involve the use, storage, or disposal of hazardous materials and poses no risk to public health or safety.

Energy Use: The pavilion will not significantly increase energy consumption. It is a passive recreational structure with minimal utility needs.

Cumulative Impacts: The project is limited in scope and does not contribute to cumulative environmental impacts in the area.

Conclusion

The proposed Miss Shen 'Deanna Rivers' Softball Training Pavilion is a minor addition to an existing recreational facility. It is consistent with the intended use of the site, involves no significant land disturbance, and will not result in any significant adverse environmental impacts. Therefore, a Negative Declaration is issued pursuant to SEQRA.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information			
Town of Clifton Park Town Board			
Name of Action or Project: Miss Shen 'Deanna Rivers' Softball Training Pavilion			
Project Location (describe, and attach a location map): 24 Clifton Common Blvd., Clifton Park, NY 12065			
Brief Description of Proposed Action: Construction of a wood-framed softball training pavilion supported by concrete foundations adjacent to the existing maintenance building.			
Name of Applicant or Sponsor: Town of Clifton Park Town Board		Telephone: 518-371-6651	
		E-Mail: planning@cliftonpark.org	
Address: Clifton Park Town Hall, One Town Hall Plaza			
City/PO: Clifton Park q		State: NY	Zip Code: 12065
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: DASNY - "SAM" Grant Funding Source Disbursement \$100,000.00			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		48.27 acres	
b. Total acreage to be physically disturbed?		<.2 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		89.04 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>Existing capacity and power to the site currently under NYS Code requirements</u> _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: <u>Bathroom Facilities are existing and not impacted by outdoor pavilion</u> _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

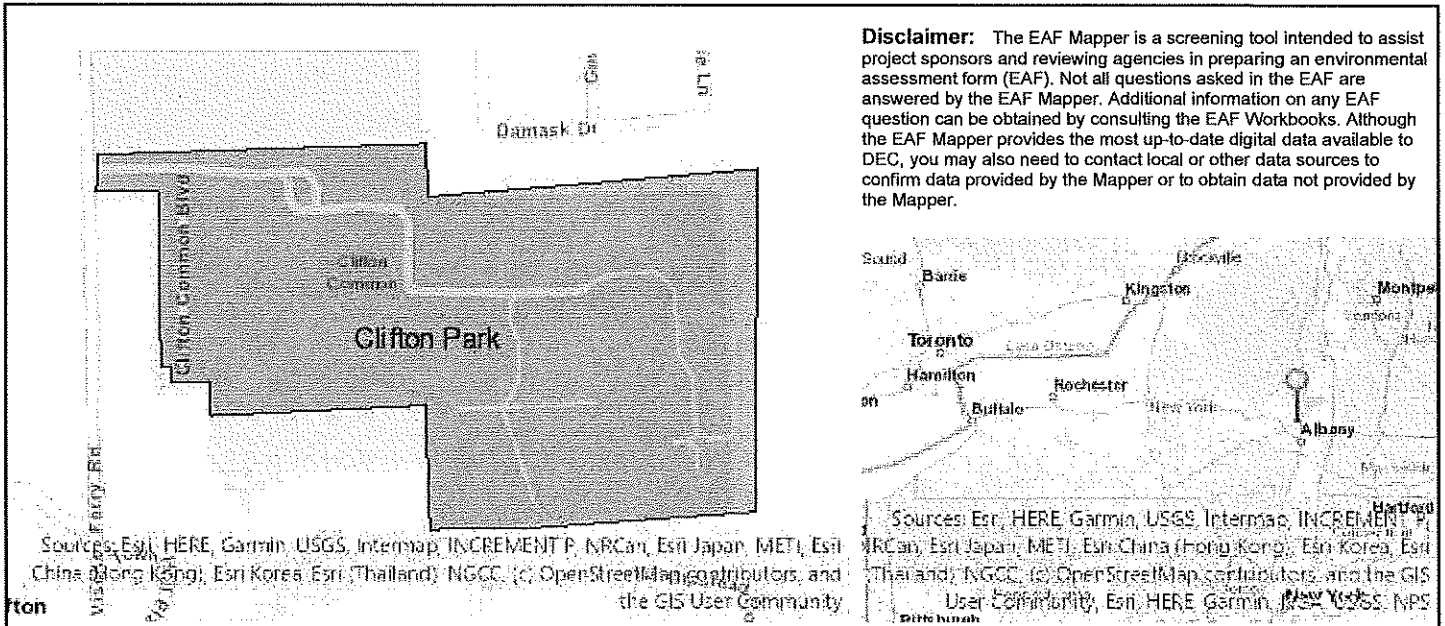
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>

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

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

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Town of Clifton Park</u> Date: <u>May 16, 2025</u>		
Signature: _____ Title: <u>Director of Planning & Zoning</u>		

PRINT FORM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Karner Blue, Frosted Elfin
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

Project:	Miss Shen Pavilion
Date:	May 18, 2025

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

Part 2 is to be completed by the Lead Agency.

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

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

Project: **Miss Shen Pavilion**

Date: **May 19, 2025**

Short Environmental Assessment Form Part 3 Determination of Significance

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

Threatened & Endangered Species

While lupine plants, which are conducive to the habitat of the federally listed Karner blue butterfly, are known to exist within a limited population on the adjacent Shenendehowa School District property, no such plants have been identified within the Clifton Common Complex. The softball complex area where the pavilion will be constructed is previously disturbed and maintained turf, and does not contain suitable habitat for the Karner blue butterfly or other sensitive species.

Cultural and Archaeological Resources

While it is acknowledged that pre-colonial Indigenous artifacts associated with Native American populations have been found in various areas of Clifton Park, the proposed project site for the Miss Shen ‘Deanna Rivers’ Softball Training Pavilion is located within the existing Clifton Common recreational complex. This area has been previously disturbed through grading, construction, and ongoing recreational use.

A review of the project location confirms that the pavilion will be constructed within a developed and maintained softball complex, and not within an area identified as archaeologically sensitive. As such, the project is not anticipated to impact any known or potential archaeological or cultural resources.

Should any artifacts or features of potential cultural significance be encountered during construction, work will be halted in the immediate area and the New York State Historic Preservation Office (SHPO) will be notified in accordance with applicable regulations.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town of Clifton Park Town Board	May 19, 2025
Name of Lead Agency	Date
Philip C. Barrett	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	<i>John P. Scavo</i>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM



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 to retain MA Schafer Construction, Inc. for construction of the Miss Shen “Deanna Rivers” Softball Pavilion at the Clifton Common.

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

WHEREAS, the Town Board wishes to retain services associated with the construction and installation of a pavilion at the Clifton Common, in conjunction with Miss Shen Softball, and

WHEREAS, by Resolution Nos. 252 and 279 of 2024, authorization was granted to utilize American Rescue Plan Act Funds (ARPA) for engineering services related to the construction of the pavilion, and

WHEREAS, sealed bids were opened on April 28, 2025, with MA Schafer Construction, Inc. submitting the lowest conforming bid for an amount not to exceed \$163,750, for construction and installation of the pavilion at the Clifton Common, and

WHEREAS, in 2019 the Town was awarded grant reimbursement funding of \$100,000 from the DASNY State and Municipal Facilities Program (SAM), to be used toward the cost of the project, and

WHEREAS, Miss Shen Softball has committed \$10,000 to this project and the Deanna Rivers Foundation has committed \$12,500, and

WHEREAS, there remains a balance of \$41,250 to be paid from Unassigned Fund Balance; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign an agreement with MA Schafer Construction, Inc., Altamont, NY, for construction and installation of the Miss Shen “Deanna Rivers” Softball Pavilion at the Clifton Common, for \$163,750; and be it further

RESOLVED, that the Comptroller is authorized to increase revenues in the following manner: \$100,000 to A-3089 (General Fund – NY State Revenues) and an increase of \$22,500 in A-2705 (General Fund – Gifts and Donations); and be it further

RESOLVED, that the Comptroller is authorized to transfer \$41,250 from A-914 (General Fund- Unassigned Fund Balance); and be it further

RESOLVED, that the Comptroller is authorized to increase expenditures by \$163,750 to A-7112-200 (General Fund – Clifton Common – Equipment).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Monday, May 12, 2025 2:30 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 #1803

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: A. Morelli

Agenda Session Date: 05/19/2025 ✓

Board Meeting Date: 05/19/2025 ✓

Alternate Date: 06/02/2025

Budget Number: A-7112-200

Budget Description: General Fund - Clifton Common - Equipment/Building

Amount: \$163,750.00

Brief Description: Hire MA Schafer Construction to build a pavillion at Miss Shen Softball as recommended by MJ Engineering.

Add Supporting Docs:

[390a24144b7f2a6f_Miss_Shen_Deanna_Rivers_Softball_Pavillion_4.28.25_-_M._A._Construction_Bid.pdf](#)

[9f8d9fa9adc0fcb0_MJ965.26_Bid_Bid_Analysis_05122025.pdf](#)

Additional Comments/Details: There is grant money for \$100,000 of this I believe and the remainder may need a transfer of funds.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 252 of 2024, a resolution authorizing the transfer of American Rescue Plan Act Funds for engineering for a pavilion at the Clifton Common.

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

WHEREAS, the Town currently has available funds under the American Recovery Plan Act (ARPA), and

WHEREAS, MJ Engineering has submitted a proposal for an amount not to exceed \$16,000, to design and propose product specifications for the installation of a pavilion for the Clifton Common, in conjunction with Ms. Shen Softball, and

WHEREAS, the Town Board wishes to approve the engineering costs for a pavilion at the Clifton Common; now, therefore, be it

RESOLVED, that the October 9, 2024, engineering estimate from MJ Engineering is approved; and be it further

RESOLVED, that the Comptroller is authorized to increase revenues by \$16,000, A-04090 (General Fund – Federal Revenues) and increase expenditures by \$16,000 to A-07112-00135 (General Fund – Clifton Common – Engineering).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

November 4, 2024

Teresa Brobston, Town Clerk

Resolution No. 279 of 2024, a resolution authorizing an increase in the transfer of American Rescue Plan Act Funds for a pavilion at the Clifton Common.

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

WHEREAS, the Town currently has available funds under the American Recovery Plan Act (ARPA), and

WHEREAS, by Resolution No. 252 of 2024, \$16,000 was allocated to fund the design and proposal of product specifications for the installation of a pavilion for the Clifton Common, in conjunction with Ms. Shen Softball, and

WHEREAS, the Town Board wishes to increase this allocation of funds for the Miss Shen Project by an amount not to exceed \$24,000; now, therefore, be it

RESOLVED, that the Comptroller is authorized to increase revenues by \$24,000, A-04090 (General Fund – Federal Revenues) and increase expenditures by \$24,000 to A-07112-00135 (General Fund – Clifton Common – Engineering).

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



May 12, 2025

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

RE: Miss Shen 'Deanna Rivers' Softball Pavilion
Town of Clifton Park
MJ Project No. 965.26
Re: Post Bid Analysis

Dear Mr. Clemens:

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) has reviewed the bids received on April 28, 2025, for the above-referenced project. A total of four (4) competitive bids were received. MJ compared the value of the final opinion of probable construction costs of \$167,627 developed in November 2024 to all bids received. Table 1 includes the final bid tabulation and comparison to the final cost estimate. The apparent low bidder, MA Schafer Construction, Inc. is approximately 2% lower than the opinion of probable construction costs.

Table 1: Bid Results		
Bidder:	Bid Total:	Difference from MJ Estimate (%):
<i>Final Opinion of Probable Construction Costs</i>	\$167,627.00	-
HMA Contracting Corp.	\$208,920.00	+24.6%
AJ Catalfamo Construction Co., Inc.	\$180,850.00	+7.9%
MA Schafer Construction, Inc.	\$163,750.00	-2.3%
Wm. J. Keller & Sons Construction Corp.	\$173,074.00	-3.2%



MJ has performed an evaluation of the apparent low bidder, MA Schafer Construction, Inc. of 4928 Western Turnpike, Altamont, NY 12009. MA Schafer Construction, Inc. with a bid amount of \$163,750.00.

MA Schafer Construction, Inc. has not expressed concern regarding completing the work of the contract for the bid amount which they provided.

On May 5, 2025, MJ contacted references provided by MA Schafer Construction, Inc. to verify their prior or current experience. All references contacted provided positive recommendations as follows:

- Chris Wallin, City Engineer of the City of Schenectady:
According to Mr. Wallin, the City has worked with the low bidder on various projects. The most recent project was a greenhouse completed at the end of last year. MA Schafer Construction, Inc. has completed a lot of smaller carpentry-style projects for the city, which is in line with the work for the pavilion. Mr. Wallin stated that he recommends MA Schafer Construction, Inc., they are thorough in their work, and he considers them a capable contractor. Throughout the various projects in which they worked together, the City of Schenectady has been pleased with the results.



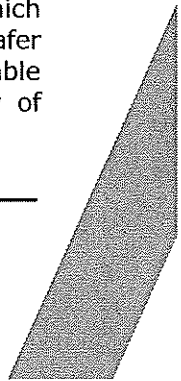
21 Corporate Drive
Clifton Park, NY 12065



518.371.0799
mj@mjteam.com
mjteam.com



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





MA Schafer Construction, Inc. reference indicated that the low bidder has a satisfactory history of overall performance, including quality of work and adherence to project schedule. MJ also understands that MA Shafer has successfully completed projects for the Town of Clifton Park.

Therefore, based on our review, MJ recommends awarding the construction contract of the Miss Shen 'Deanna Rivers' Softball Pavilion to MA Schafer Construction, Inc. of Altamont, NY in the amount of \$163,750.00.

If you have any questions regarding this recommendation, please do not hesitate to contact me at 518.371.0799 ext. 415 or ncruden@mjteam.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Cruden', with a stylized flourish at the end.

Nicholas Cruden, P.E.
Senior Associate
Director of Building Systems

SECTION 004100

BID FORM

FOR: Miss Shen 'Deanna Rivers' Softball Training Pavilion General Construction

FROM: MA Schafer Construction
(name of bidder)

4/25/2025
(date)

The terms used in this Bid have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to the Town of Clifton Park.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in New York State; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Section 004513 Qualifications Statement with supporting data as outlined in Section 002113 Instructions to Bidders;
 - G. Section 004526 Affidavit -- Worker's Compensation; and

ARTICLE 3 – BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):
 - 1. Lump Sum Price (Base Bid and Alternates)

All Work Except Allowance(s)	\$ <u>154,750.00</u>
Allowance No. 1: Contingency Allowance (as described in Section 012100)	\$ <u>9,000.00</u>
Total Bid Amount (sum of lines above)	\$ <u>163,750.00</u>

ARTICLE 4 - TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- B. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: Add rows as needed. Bidder is to complete table.

Addendum Number	Addendum Date

5.04 *Registered Plan Holder Confirmation*

- A. Bidder hereby confirms registration as a Plan Holder through the Issuing Office. Bids received from non-registered plan holders may be subject to disqualification.

YES NO

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

MA Schafer Construction
(typed or printed name of organization)

By: Beth Lojewski
(individual's signature)

Name: Beth Lojewski
(typed or printed)

Title: Office Manager
(typed or printed)

Date: April 25th 2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Marc Schafer
(individual's signature)

Name: Marc Schafer
(typed or printed)

Title: owner
(typed or printed)

Date: April 25th 2025
(typed or printed)

Address for giving notices:

4928 Western Tpkce
Altamont NY 12009

Bidder's Contact:

Name: Beth Lojewski
(typed or printed)

Title: Office Manager
(typed or printed)

Phone: (518) 357-0221

Email: maschaferhomes@nycap.rr.com

Address: 4928 Western Tmpice
Altamont NY 12009

Bidder's Contractor License No.: (if applicable) _____

**SECTION 004313
 BID BOND (PENAL SUM FORM)**

Bidder Name: M.A. Schafer Construction, Inc. Address (principal place of business): 4928 Western Turnpike Altamont, New York 12009	Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): 6700 Westown Parkway West Des Moines, Iowa 50266
Owner Name: Town of Clifton Park Address (principal place of business): 1 Town Hall Plaza Clifton Park, New York 12065	Bid Project (name and location): Miss Shen "Deanna Rivers" Softball Training Pavilion Bid Due Date: April 28, 2025
Bond MASC4-16-25-1 Penal Sum: Five Percent of the Amount Bid (5%) Date of Bond: April 16, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder M.A. Schafer Construction, Inc. _____ (Full formal name of Bidder)	Surety Merchants Bonding Company (Mutual) _____ (Full formal name of Surety) (Corporate seal)
By: <u> Beth Lajausici </u> (Signature)	By: <u> Renee A. Manny </u> (Signature) (Attach Power of Attorney)
Name: <u> Beth Lajausici </u> (Printed or typed)	Name: <u> Renee A. Manny </u> (Printed or typed)
Title: <u> office manager </u>	Title: <u> Attorney-in-Fact </u>
Attest: _____ (Signature)	Attest: <u> Eileen Foley </u> (Signature)
Name: _____ (Printed or typed)	Name: <u> Eileen Foley </u> (Printed or typed)
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

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ACKNOWLEDGMENT OF SURETY

State of New York)
County of Albany)

On this 16th day of April, 2025, before me personally appeared Renee A. Manny to me known, who, being by me duly sworn, did depose and say: that s/he resides at Rensselaer, New York, that s/he is the Attorney-In-Fact of Merchants Bonding Company (Mutual), the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

TERESA BARRA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01G06434460
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JUNE 6, 2026

Teresa Barra
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of New York)
County of Albany)

On this 28th day of April, 2025, before me personally appeared Beth Lajewski, to me known, who being by me first duly sworn, did depose and say that s/he resides in Troy NY that s/he is the Office manager of M.A. Schafer Construction, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.

Tammy M Kennedy
Notary Public

Tammy M Kennedy
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE6422272
Qualified in Albany County
My Commission Expires 9-20-2025

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Casey W LaChapelle; David W Cooper; Jennifer Susan Vanat; Jessica M Greene; Justin Brewer; Maddalena Bucciero; Renee A Manny; Thomas R Tyrrell; Tiffany Gocha; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of March, 2025.

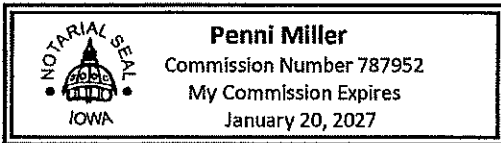


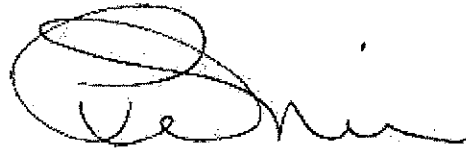
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of April, 2025.




Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	<u>Dec. 31, 2024</u>
Admitted Assets	
Bonds	\$ 314,115,790
Stocks	99,457,232
Real Estate	11,979,000
Cash and Short-Term Investments	34,595,383
Other Invested Assets	<u>1,781,226</u>
Subtotal, Cash and Invested Assets	461,928,631
Premiums in the Course of Collection	31,016,337
Amounts Recoverable from Reinsurers	6,215,636
Other Assets	25,502,395
Total Admitted Assets	<u>\$ 524,662,999</u>
Liabilities & Surplus	
Losses and Loss Adjustment Expense Reserves	\$ 38,546,978
Unearned Premiums	105,398,814
Ceded Reinsurance Premiums Payable	8,824,682
Other Liabilities	<u>54,823,625</u>
Total Liabilities	207,594,099
Unassigned Funds (Surplus)	<u>270,943,798</u>
Total Surplus	317,068,900
Total Liabilities and Policyholders' Surplus	<u>\$ 524,662,999</u>

I, Elisabeth Sandersfeld, Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2024, to the best of my knowledge and belief.

Elisabeth Sandersfeld, CFO & Treasurer

2/28/2025

Date

street
6700 Westown Parkway
West Des Moines, IA 50266-3754

mailing
P.O. Box 14989
Des Moines, IA 50306-3698

toll free 800 675 8171
local 515 243 8171
fax 515 243 3054

email info@merchantsbonding.com
website merchantsbonding.com

SECTION 004513

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		MA Schafer Construction	
Corporate Office		4928 Western Turnpike Aiken SC 29801	
Name:	Beth Lojewski	Phone number:	(818) 357-0221
Title:	Office manager	Email address:	mschaferhomes@nycap.com
Business address of corporate office:		4928 Western Turnpike	
		Aiken SC 29801	
Local Office		Same as corporate	
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1999	State in which Business was formed:	NY
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Mark Schafer	Title:	Owner
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Beth Lojewski	Title:	Office manager
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input checked="" type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
MASCHAFER	.89	0	10,767	.89	0	11,767	.90	0	11,813

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Benedic		
Business address:	6 Wembley Ct Albany NY 12205		
Date of Business’s most recent financial statement:			<input checked="" type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:			<input checked="" type="checkbox"/> Attached
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

M A SCHAFFER CONSTRUCTION, INC.

BALANCE SHEETS

DECEMBER 31, 2024 AND 2023

(See Independent Accountant's Review Report)

	<u>2024</u>	<u>2023</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 722,488	\$ 379,172
Contract receivables	120,498	12,736
Unbilled receivables	62,944	-
Costs and estimated earnings in excess of billings	25,942	330,336
Real estate inventories	427,711	720,820
Prepaid expenses	<u>26,234</u>	<u>10,428</u>
Total current assets	1,385,817	1,453,492
PROPERTY AND EQUIPMENT, net	<u>1,099,579</u>	<u>1,099,935</u>
	<u>\$ 2,485,396</u>	<u>\$ 2,553,427</u>
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 26,929	\$ 33,557
Accounts payable	221,676	426,317
Accrued expenses	72,083	83,980
Customer deposits	5,500	58,940
Billings in excess of costs and estimated earnings	<u>55,852</u>	<u>-</u>
Total current liabilities	<u>382,040</u>	<u>602,794</u>
LONG-TERM LIABILITIES:		
Due to shareholder	107,143	107,143
Long-term debt, net of current portion	263,067	289,996
Rental deposits	<u>23,350</u>	<u>22,200</u>
Total long-term liabilities	<u>393,560</u>	<u>419,339</u>
TOTAL LIABILITIES	<u>775,600</u>	<u>1,022,133</u>
SHAREHOLDER'S EQUITY:		
Common Stock - 200 shares authorized, 100 shares issued and outstanding, no par value	2,000	2,000
Retained earnings	<u>1,707,796</u>	<u>1,529,294</u>
TOTAL SHAREHOLDER'S EQUITY	<u>1,709,796</u>	<u>1,531,294</u>
	<u>\$ 2,485,396</u>	<u>\$ 2,553,427</u>

The accompanying notes are an integral part of these statements.

M A SCHAFFER CONSTRUCTION, INC.

**STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023**

(See Independent Accountant's Review Report)

	<u>Common Stock</u>	<u>Retained Earnings</u>	<u>Total</u>
BEGINNING BALANCE - January 1, 2023	\$ 2,000	\$ 1,477,262	\$ 1,479,262
DISTRIBUTIONS	-	(162,270)	(162,270)
NET INCOME	<u>-</u>	<u>214,302</u>	<u>214,302</u>
ENDING BALANCE - December 31, 2023	2,000	1,529,294	1,531,294
CONTRIBUTIONS	-	145,000	145,000
DISTRIBUTIONS	-	(472,747)	(472,747)
NET INCOME	<u>-</u>	<u>506,249</u>	<u>506,249</u>
ENDING BALANCE - December 31, 2024	<u>\$ 2,000</u>	<u>\$ 1,707,796</u>	<u>\$ 1,709,796</u>

The accompanying notes are an integral part of these statements.

M A SCHAFFER CONSTRUCTION, INC.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

(See Independent Accountant's Review Report)

1. THE COMPANY

M A Schaffer Construction, Inc. (the Company) is in the business of commercial contracting, as well as home building, renovation work, and rental of residential real estate. The Company was incorporated in 1999 and its corporate office is located in Altamont, New York. The Company's work is located mainly in the Capital District Region of New York State.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenue and expenses. Significant estimates used in preparing these financial statements include those assumed in computing profit percentages under the percentage-of-completion revenue recognition method and those estimates used in depreciating the Company's property and equipment. It is at least reasonably possible that the significant estimates used will change within the next year.

Operating Cycle

The Company's work is normally performed under fixed price and cost-plus contracts. The length of the Company's contracts vary but are typically about two years. Therefore, assets and liabilities related to long-term contracts are included in current assets and current liabilities in the accompanying balance sheet as they will be liquidated in the normal course of contract completion, although this may require more than one year.

Cash

Cash includes bank demand deposit accounts. The Company's cash balances may at times exceed federally insured limits. The Company has not experienced any losses in these accounts and believes it is not exposed to any significant risk with respect to cash.

Revenue and Cost Recognition

Construction Contracts

The Company operates as a contractor mainly in the Capital District Region of New York State. The Company primarily performs building and renovation services for commercial, municipal, and residential customers. Therefore, the Company's viability is dependent on the strength of the construction industry, and the Company's ability to collect on its contracts. The Company recognizes revenue from construction contracts over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. Contracts are generally accounted for as a single unit of account, or a single performance obligation, and are not segmented between types of services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue and Cost Recognition (Continued)

Variable Consideration (Continued)

Estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of anticipated performance and all information (historical, current and forecasted) that is reasonably available to management.

Warranties

The Company generally provides limited warranties for work performed under its construction contracts. The warranty periods typically extend for a limited duration following substantial completion of the Company's work on a project. Historically, warranty claims have not resulted in material costs incurred, and any estimated costs for warranties are included in the individual project cost estimates for purposes of accounting for long-term contracts.

Practical Expedients

The Company has availed itself of the following practical expedients available under ASC 606: (1) to make a policy election to expense incremental costs of obtaining a contract with a customer, as the amortization period of such costs would be one year or less; and (2) an entity need not adjust the promised amount of consideration for the effects of a significant financing component if the entity expects, at contract inception, that the period between when the entity transfers a promised good or service to a customer and when the customer pays for that good or service will be one year or less.

Revenue Disaggregation

Revenue by recognition methodology were as follows for the year ended December 31,:

	<u>2024</u>	<u>2023</u>
Revenue recognized over time - Construction Contracts	\$ 2,080,404	\$ 2,553,808
Revenue recognized at a point in time - Home Sales	1,230,459	801,971
Revenue recognized outside of ASC 606 - Rental Income	<u>150,304</u>	<u>148,150</u>
	<u>\$ 3,461,167</u>	<u>\$ 3,503,929</u>

Contract Assets and Liabilities

When the timing of delivery of goods or services is different from the timing of the payments made by customers, the Company recognizes either a contract asset (performance precedes payment) or a contract liability (customer payment precedes performance). Contract assets represent revenue recognized in excess of amounts billed, retainages receivable and unbilled receivables. These contract assets are reclassified to contract receivable when they are billed under the terms of the contract. Contract liabilities represent amounts billed to clients in excess of revenue earned to date and non-refundable deposits for customers on homes for sale by the Company.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Allowance for Credit Losses

The Company recognizes an expected allowance for credit losses that is updated to reflect any changes in credit risk since the receivable was initially recorded. This estimate is calculated on a pooled basis where similar risk characteristics exist, and receivables evaluated individually when specific customer balances no longer share those risk characteristics and are considered at risk or uncollectible. The estimated allowance for credit losses is based on historical, current, and expected future conditions. Management has determined that no allowance for credit losses was necessary for the years ended December 31, 2024 and 2023.

Inventories

Inventories include lots for residential homes and residential homes which are valued at the lower of cost or net realizable value.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Expenditures for acquisitions, renewals, and betterments are capitalized, whereas maintenance and repair costs are expensed as incurred.

When property and equipment are retired or otherwise disposed of, the appropriate accounts are relieved of costs and accumulated depreciation and any resultant gain or loss is credited or charged against operations. Depreciation is provided for in amounts to relate the cost of property and equipment to operations over their estimated useful lives on a straight-line basis. The estimated useful lives used in determining depreciation vary from five to 27 and one half years. Accelerated depreciation methods are used for income tax purposes.

Leases

The Company determines if an arrangement is a lease at inception. The Company reassesses the determination of whether an arrangement is a lease if the terms and conditions of the contract are changed. The Company recognizes lessor revenue on a straight-line basis over the lease term.

At lease commencement, the Company estimates the residual value of the leased asset at the end of the lease term, considering the asset's remaining useful life, expected market condition, and expected use (e.g., sell or lease). The Company's ability to realize the residual value at the end of the lease term could be adversely affected by a decline in the real estate market and unusual wear and tear of the property. This risk is managed through the monitoring of the real estate market and periodic inspections of the property for possible repairs and maintenance.

Right-of-use ("ROU") assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent an obligation to make lease payments arising from the lease. Lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. The lease may include renewal and termination options, which are included in the lease term when the Company is reasonably certain to exercise these options.

For all underlying classes of assets, the Company has elected to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. The Company recognizes fixed short-term lease cost on a straight-line basis over the lease term and variable lease cost in the period in which the obligation is incurred.

The Company elected for all classes of underlying assets, to use the risk-free rate as the discount rate if the implicit rate in the lease contract is not readily determinable.

4. LEASES

The Company leases its office space from its sole shareholder. The Company also leases construction equipment from third parties, as needed. The Company is not reasonably certain to exercise options to renew these leases. The leases are less than twelve months and qualify as short-term leases.

The components of total lease cost for the years ended December 31, 2024 and 2023 are as follows:

	<u>2024</u>	<u>2023</u>
Short-term lease cost	\$ <u>26,651</u>	\$ <u>34,396</u>

5. LESSOR ACCOUNTING

The Company's leasing activities consists of leasing residential real estate under operating leases. These leases are recorded as operating leases and expire at various times in 2025.

The components of lease income for the years ended December 31, 2024 and 2023, are as follows:

	<u>2024</u>	<u>2023</u>
Operating lease income	\$ <u>150,304</u>	\$ <u>148,150</u>

The following are the carrying amounts of the underlying assets related to operating leases as of December 31,:

	<u>2024</u>	<u>2023</u>
Rental properties	\$ 1,095,091	\$ 1,095,091
Less: Accumulated depreciation	<u>(424,581)</u>	<u>(384,760)</u>
Total cost, net	\$ <u>670,510</u>	\$ <u>710,331</u>

The following are the undiscounted operating lease receipts as of December 31, 2024:

For the year ending December 31,:

2025	\$ <u>50,900</u>
------	------------------

8. LONG-TERM DEBT

A summary of the Company's long-term debt is as follows at December 31,:

	<u>2024</u>	<u>2023</u>
Ballston Spa National Bank - Financing agreement payable in monthly installments totaling \$3,372, bearing interest at 4.875%, secured by the real estate purchased. Final payment is to be made in October 2033.	\$ 289,996	\$ 315,646
GM Financial - Financing agreements payable in monthly installments totaling \$1,585, bearing interest ranging from 3.29% to 4.89%, secured by the vehicles purchased. Final payments for the loans were made in February 2024 and October 2024.	<u>-</u>	<u>7,907</u>
Total	289,996	323,553
Less: Current portion	<u>26,929</u>	<u>33,557</u>
Long-term portion	<u>\$ 263,067</u>	<u>\$ 289,996</u>

Long-term debt will mature as follows:

For the Year Ending December 31:

2025	\$ 26,929
2026	28,271
2027	29,681
2028	31,161
2029	32,714
Thereafter	<u>141,240</u>
Total	<u>\$ 289,996</u>

For the years ended December 31, 2024 and 2023, interest expense on all debt amounted to \$16,840 and \$20,413, respectively.

9. DUE TO SHAREHOLDER

The sole shareholder advanced funds to the company and purchased residential property and homes personally and subsequently transferred ownership of the properties at cost to the Company. The total amount due, including interest, to the shareholder is \$107,143 at December 31, 2024 and 2023. The balance accrues interest at 3% and the amounts are expected to be repaid when the properties are sold by the Company. No payments are expected to be made in the next year.

M A SCHAFER CONSTRUCTION, INC.

Schedule I

**SUPPLEMENTARY NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

(See Independent Accountant's Review Report)

A. REMAINING UNSATISFIED PERFORMANCE OBLIGATIONS

The Company's remaining unsatisfied performance obligations as of December 31, 2024 represent a measure of the total dollar value of work to be performed on contracts awarded and in progress. The remaining unsatisfied performance obligations were as follows:

Remaining unsatisfied performance obligations at the beginning of the year	\$ 425,402
New contracts and adjustments as of the report date	<u>3,721,455</u>
Total	4,146,857
Less: Contract revenues earned for the year	<u>2,080,404</u>
Remaining unsatisfied performance obligations as of the report date	<u>\$ 2,066,453</u>

The estimated gross profit on the backlog balance was approximately \$416,000 as of December 31, 2024.

B. PERFORMANCE BOND INDEMNIFICATION AND CONTRACT GUARANTEES

The Company is generally required to furnish performance and payment surety bonds to contract owners. The bonds are secured by receivables from bonded contracts and a general guarantee from the Company. At December 31, 2024, surety bonds for contracts totaling approximately \$958,000 have been issued on contracts in progress with a current backlog of approximately \$74,000.

At December 31, 2024, approximately \$1,650,000 has been estimated by the Company as the total cost to complete their contracts in progress. Of these amounts, approximately \$112,000 has been subcontracted to date to various specialty contractors.

**EARNINGS FROM CONTRACTS, PROPERTY SALES, AND RENTAL INCOME
FOR THE YEAR ENDED DECEMBER 31, 2024**

(With Comparative Totals for 2023)

(See Independent Accountant's Review Report)

	2024			2023
	Contract Revenue Earned	Cost of Revenue Earned	Gross Profit	Gross Profit
CONTRACTS COMPLETED	\$ 1,825,891	\$ 1,185,958	\$ 639,933	\$ 278,179
CONTRACTS IN PROGRESS	254,513	177,102	77,411	120,658
SALE OF PROPERTIES	1,230,459	1,030,621	199,838	226,698
RENTAL OF PROPERTIES	<u>150,304</u>	<u>39,821</u>	<u>110,483</u>	<u>108,328</u>
TOTALS	<u>\$ 3,461,167</u>	<u>\$ 2,433,502</u>	<u>\$ 1,027,665</u>	<u>\$ 733,863</u>

The accompanying notes are an integral part of these schedules.

M A SCHAFER CONSTRUCTION, INC.

CONTRACTS IN PROGRESS SCHEDULE FOR THE YEAR ENDED DECEMBER 31, 2024
(See Independent Accountant's Review Report)

	Contract Totals			Job to Date		For the Year Ended December 31, 2024		Costs and Estimated Earnings in Excess of Billings	Total Work On Contract	Management Estimates	
	Contract Account	Estimated Gross Profit	Percent Complete	Billed to Date	Contract Revenue Earned	Cost of Revenue Earned	Gross Profit			Estimated Cost To Complete	Gross Profit
EWS Substation	\$ 778,868	\$ 145,288	90%	\$ 768,764	\$ 62,249	\$ 40,823	\$ 21,426	\$ (60,872)	\$ 61,457	\$ 60,000	\$ 11,457
28 Corporate Circle	560,000	61,855	31%	-	6,047	8,047	1,731	-	340,222	260,000	80,222
Stannards Greenhouse Project	78,800	51,592	80%	171,302	168,232	115,268	83,023	(4,800)	12,478	8,500	3,978
Myranose-Pepperdine House	23,892	3,757	70%	-	16,164	14,933	1,231	-	7,028	6,800	228
Totals	\$ 1,457,360	\$ 262,532		\$ 940,066	\$ 254,513	\$ 177,192	\$ 77,411	\$ (65,652)	\$ 421,193	\$ 345,000	\$ 76,193
									1,600,200	1,282,569	317,631
									16,600	9,000	7,600
									29,500	33,500	4,000
									\$ 2,095,493	\$ 1,650,069	\$ 445,424

Contracts awarded, but not yet begun as of the report date.

Amsterdam MGC Golf Venue
3225 8th Avenue
3238 6th Avenue

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	NFP		
Surety is a corporation organized and existing under the laws of the state of:	NY		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	NFP 159 Wolf Rd Suite 200 Albany NY 12205		
Physical Address (principal place of business):	"Same as above"		
Phone (main):	(518) 244-4283	Phone (claims):	(518) 244-4283

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Southern Insurance	Workers Comp.
Cincinnati Insurance	General Liability
Are providers licensed or authorized to issue policies in the Project location?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	NFP 159 Wolf Rd Suite 200 Albany NY 12205
Physical Address (principal place of business):	"Same as above"
Phone (main):	(518) 244-4231
Phone (claims):	(518) 244-4231

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	5
Estimate of revenue for the current year:	3,000,000
Estimate of revenue for the previous year:	3,340,700

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:	25+	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: MA Schafer Construction

(typed or printed name of organization)

By: 

(individual's signature)

Name: Beth Lojewski

(typed or printed)

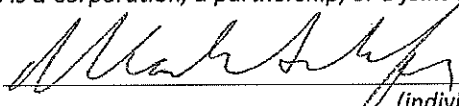
Title: Office manager

(typed or printed)

Date: April 23rd 2025

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  ✓

(individual's signature)

Name: Mark Schafer

(typed or printed)

Title: Owner

(typed or printed)

Address for giving notices:

4928 Western Turnpike
Altamont NY 12009

Designated Representative:

Name: Beth Lojewski

(typed or printed)

Title: Office manager

(typed or printed)

Address: 4928 Western Turnpike

Altamont NY 12009

Phone: (518) 357-0221

Email: maschafer-homes@nycap.rr.com

Schedule A—Current Projects

Name of Organization	MA Schaefer Construction			Project Name	Amsterdam Clubhouse		
Project Owner	City of Amsterdam			Date Project			
General Description of Project	Construct clubhouse for Amsterdam Golf Course						
Project Cost							
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager			
Name	Mark Schaefer						
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
Owner	Name	Title/Position	Organization	Telephone	Email		
Designer	Leslie Hulbert	Architect	Saratoga Associates (SIA) 831-5739		Lhulbert@SaratogaAssociates.com		
Construction Manager							
Project Owner	Project Name						
General Description of Project	Date Project						
Project Cost							
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager			
Name							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
Owner	Name	Title/Position	Organization	Telephone	Email		
Designer							
Construction Manager							
Project Owner	Project Name						
General Description of Project	Date Project						
Project Cost							
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager			
Name							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
Owner	Name	Title/Position	Organization	Telephone	Email		
Designer							
Construction Manager							

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: M.A. Schafer Construction

NYS Vendor ID: 1000034879

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
Agency/Owner	Telephone No.	Design Architect and /or Design Engineer	Award Date	Amount	Date Completed	
1. Town of Schenectady- Golf Course Main. Building	518-382-5199	City of Schenectady	11/18/2021	\$270,131.53	6/24/2022	
Contact Person Gary Rafalik						
Contract No. RFB-EG-101	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable
Prime or Sub Prime						
2. Agency/Owner Schenectady Fire Tower	518) 382-5199	City of Schenectady	6/19/2022	272,900.00	08/29/2023	
Contact Person Gary Rafalik						
Contract No. 2022-CS-16	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable
Prime or Sub Prime						
3. Agency/Owner Town of Schenectady - Composting Toilet in Greenhouse	518)894 8320	City of Schenectady	4/25/2022	\$52,447.00	01/19/2023	
Contact Person Parm Pearlman						
Contract No. 2022-CS-12	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable
Prime or Sub Prime						
4. Agency/Owner Town of Guilerland	518) 356-1980	Town of Guilerland	7/26/2022	\$739,000.00		
Contact Person Lou Vitelli						
Contract No. N/A	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable
Prime or Sub Prime						
5. Agency/Owner Hudson Vally Community College	518- 479-9773	Designer Architect and /or Design Engineer				
Contact Person Jeffery Herrington						
Contract No.	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable
Prime or Sub Prime						

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: M.A. Schafer Construction

NYS Vendor ID: 1000034879

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.						
Agency/Owner	Telephone No.	Design Architect and /or Design Engineer	Award Date	Amount	Date Completed	
6. Fulton County & Schoharie County- Fulton Montgomery Community College	518.522.5922	JMZ Architects	5/27/2021	216500.00	1/19/2022	
Contact Person David VanGuilder						
Contract No. 2103	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
7. Agency/Owner Troy Community Land Bank	518 279-6631	Designer Architect and /or Design Engineer Troy Community Land Bank	Award Date 1/13/2025	Amount 42,060.00	Date Completed 2/7/2025	
Contact Person Brad Lewis						
Contract No. N/A	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
8. Agency/Owner NYS Dept. of Parks and Recreation	(518) 584-2000	Designer Architect and /or Design Engineer NYS Parks and Recreation Dept.	Award Date 3/13/2024	Amount \$1,191,040.00	Date Completed 11/27/2024	
Contact Person Dan Neary						
Contract No. D006222	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
9. Agency/Owner Town of Clifton Park	(518) 281-5065	Designer Architect and /or Design Engineer MJ Engineering	Award Date 3/4/2021	Amount \$112,290.00	Date Completed 8/3/2021	
Contact Person Dan Clemens						
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
10. Agency/Owner Vischer Ferry Fire District #3	(518) 885-1255	Designer Architect and /or Design Engineer Butler Rowland Mays Architects, LLP	Award Date 3/1/2022	Amount \$2,136,151.43	Date Completed 9/1/2023	
Contact Person Rich Horsch						
Contract No. 22.44.01	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable

Schedule C—Key Individuals

Project Manager			
Name of individual		Marc Schafer	
Years of experience as project manager		25+ years	
Years of experience with this organization		25+ years	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Amsterdam Clubhouse		40%	07/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dan Clemens	Name	Dan Neary
Title/Position	Director Parks & Rec	Title/Position	Architect
Organization	Town of Clifton Park	Organization	NYS Parks & Rec
Telephone	(518) 371-6651 Ext. 248	Telephone	(518) 584-2000
Email	dclemens@cliftonpark.org	Email	Daniel.Neary@parks.ny.gov
Project	Country Knolls playground and pool	Project	Thacker Park
Candidate's role on project	Director/owner rep.	Candidate's role on project	Architect
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	

Candidate's role on project		Candidate's role on project	
--------------------------------	--	--------------------------------	--

END OF SECTION

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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

SECTION 004526

AFFIDAVIT – WORKER’S COMPENSATION

State of New York

County of Albany

SS: _____

_____ Beth Lojewski

of MA Schafer Construction

being duly sworn, deposes and says that Bidder now carries or that Bidder has applied for a Worker’s Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: *Beth Lojewski*

Subscribed and sworn to before me

this 28th day of April, 20 25

Tammy M Kennedy
Notary Public

Tammy M Kennedy
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KE642272
Qualified in Albany County
My Commission Expires 9.20.2025



DASNY

RECEIVED

MAR 21 2019

TOWN OF CLIFTON PARK
OFFICE OF THE SUPERVISOR

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

GERRARD P. BUSHELL, Ph.D.
President & CEO

March 19, 2019

VIA REGULAR MAIL

Mr. Phil Barrett
Town Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

*Re: State and Municipal Facilities Program ("SAM")
Construction of Indoor Batting Cages
Project ID: #15743*

Dear Mr. Barrett:

As you know, the State has awarded the Town of Clifton Park ("Grantee") a State and Municipal Facilities Program ("SAM") grant for the above-referenced project in the amount of \$100,000 (the "Grant").

DASNY will be undertaking a number of reviews as outlined in the attached Frequently Asked Questions (FAQs). ***Please read the FAQs. They provide information you will need throughout the grant administration process.***

This letter explains the documentation you will need to complete and return to DASNY. ***Please return the completed documentation described below within thirty days or send an email to grants@dasny.org to let us know when you anticipate being able to return the information.***

To initiate the review process, enclosed you will find the "Project Information Sheet" for your SAM Grant. Please complete the four (4) sections in the attached Project Information Sheet, sign and date the Project Information Sheet certifying that the information you provided to DASNY is true and correct. Even if some of the information has been submitted to other parties previously, the enclosed Project Information Sheet and attachments must be provided to DASNY.

In addition, as part of the legal review of your Grant, DASNY will need you to complete and return the following documents. The documents and their purposes are summarized below.

CORPORATE HEADQUARTERS
515 Broadway
Albany, NY 12207-2964

T 518-257-3000
F 518-257-3100

NEW YORK CITY OFFICE
One Penn Plaza, 52nd Floor
New York, NY 10119-0098

T 212-273-5000
F 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, NY 14202-1109

T 716-884-9780
F 716-884-9787

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DELIVER.**

www.dasny.org



Note: An Authorized Officer is someone who can bind the Grantee to a contract. Please contact the Grantee's attorney if there are any questions as to who can sign on behalf of the Grantee. By signing these documents, the person signing is certifying that they are authorized to bind the Grantee to the terms of the documents.

Grantee Certification

- Certain laws prohibit the use of public funds to finance religious programs or programs that may favor one religion over another. As the issuer of the bonds that will finance the project to be funded with Grant funds, DASNY must verify that it is in compliance with all applicable Federal and State laws and regulations.

Accordingly, please review the attached Grantee Certification (at the end of this letter) to ensure it accurately states the purposes for which the Grant funds will be used. Please arrange for two Authorized Officers of your organization to sign the Grantee Certification.

Project Certification

- As the issuer of the bonds that will finance the project to be funded with Grant funds, DASNY must verify that it is in compliance with all applicable Federal and State laws and regulations. This includes verifying that Grant funds will not be used for a project that was previously funded with Grant proceeds, administered by DASNY, for substantially the same project at the same location as described in a Preliminary Application or Project Information Sheet DASNY processed within the last six (6) years.

Accordingly, please review the attached Project Certification (at the end of this letter) and arrange for an Authorized Officer of your organization to sign the Project Certification.

W-9 Form

- This form is utilized to set up the Grantee as a vendor in the DASNY's financial system. The Grantee's Federal Employer Identification Number (FEIN) or Taxpay Identification Number (TIN) is required to make payment. Please be sure that the FEIN number and Legal Organization name (as well as any d/b/a) is accurately reflected on the W-9. The Legal Organization name and FEIN should match the Legal Organization name and FEIN that the Internal Revenue Service has on file for the Grantee which should also correspond with the Grantee's Incorporation Papers.



Grantee Questionnaire (GQ)

- As the trustee of public funds, DASNY needs to be certain that bond proceeds are paid only to organizations that are deemed to be responsible entities. Full and accurate responses on the GQ will help to achieve this goal. The GQ must be completed, signed by an Authorized Officer of the Grantee, Chair of the Board (or other Authorized Officer) and each signature must be notarized by a New York State Notary Public before DASNY can process the grant. Please be advised that the GQ will be incorporated into the Grant Disbursement Agreement (the contract between DASNY and the Grantee) and that the submission of false information on the GQ could be a violation of Federal and State Penal Laws.

Evidence of Site Control

- Site control is required to evidence that the Grantee has sufficient authorization and control to undertake the project at the project location. In order to verify the Grantee owns, leases, or otherwise has control over the site where the project will be located, please provide a copy of the deed, lease, or other document evidencing site control by the Grantee. In the case of a vehicle purchase, title and registration will be needed at the time that requisitions for Grant funds are submitted. DASNY will also need to know the location for where the vehicle will be kept

Financial Documentation

- Please send a copy of quotes, proposals, cost estimates or any other document that will justify the overall project value. As part of DASNY's financial review of the project, we must receive an estimate setting forth the projects costs necessary to complete the project. If the cost estimate is higher than the value of the grant, DASNY will need to see evidence of the other source(s) of funding for the project. Please see the attached checklist as a reference for what is needed for the financial review.

In addition to the above, an Environmental Manager from DASNY's Office of Environmental Affairs (OEA) will be contacting you regarding the environmental review required pursuant to the State Environmental Quality Review Act (SEQRA). If another agency, such as a municipality, has previously undertaken an environmental review for this project, you will be asked to set forth the lead agency for the review and provide a copy of its SEQR determination. If DASNY is the lead agency for the review, or the project to be funded with the grant is a Type II project, OEA will work with you to complete the required documentation.

For your convenience, we have enclosed a form cover letter for you to use when you return the completed documents to DASNY. Emailing your documents to Grants Administration staff will not expedite the process, so please send the package as directed to the address noted in the template cover letter. **Incomplete documents will delay the processing of your Grant application.** You will be contacted during the review process if additional information is needed.



DASNY

In the meantime, please review the enclosed list of **Frequently Asked Questions**. This list was designed to answer many of the questions that you may have about the Grant process. **Please keep this document to use as a reference during the administration of the Grant.**

Should you have any questions concerning the enclosed documentation, please email grants@dasny.org and someone from Grants Administration will contact you.

Sincerely,

Sarah D. Antonacci
Assistant Director, Grants Administration

Enc.

cc (w/out enc.): Mr. Todd Scheuermann, NYS Senate Finance Committee
Sara Richards, Esq., DASNY



Town of Clifton Park

Office of Town Attorneys

Thomas McCarthy
Town Attorney

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6651 • FAX: (518) 371-1136

Grants Administration
DASNY
515 Broadway
Albany, NY 12207

APR 11, 2019

SUBJECT: *State and Municipal Facilities Program ("SAM")?
Construction of Indoor Batting Cages
Project ID: #15743*

Dear Grants Administration:

Enclosed please find the following documents in connection with the SAM Grant awarded to our organization:

1. Completed Project Information Sheet signed by an authorized officer;
2. Completed Grantee Certification signed by two (2) authorized officers;
3. Completed Project Certification signed by an authorized officer;
4. Completed and signed W-9 with correct Legal Organization name and Tax ID Number filled in;
5. Completed Grantee Questionnaire signed by two (2) authorized officers and notarized;
6. Evidence of Site Control;
7. Financial documentation; and
8. SEQRA documentation – SEQRA review has not been done but we expect to classify the Action as a Type II Action pursuant to 6NYCRR 617.5

If any further information is needed or if you have any questions, please give Tom McCarthy a call at (518)-371-6651



Signature

Thomas R. McCarthy
Town Attorney

Enclosures

Anthony Morelli
Deputy Town Attorney

Robert Wilcox
Deputy Town Attorney

Neil Weiner
Deputy Town Attorney

**STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM
(SAM)
PROJECT INFORMATION SHEET**

SECTION 1: GENERAL INFORMATION

A. Project Name: DEANNA RIVERS TRAINING CENTER.

Project Location(s) (e.g. DASNY campus): CLIFTON COMMON Project Address(es) (e.g. 515 Broadway):

B. Organization / Grantee:

Legally Incorporated Name: TOWN OF CLIFTON PARK

Street (not P.O. Box): ONE TOWN HALL PLAZA

City: Zip: County: CLIFTON PARK, 12065 SAHATOGA

Phone: 516 3716651 Ext: Fax: 371-1136 E-mail: PBarrett@cliftonpark-ny.org

Contact Name & Title: Phil Barrett, Town Supervisor

Federal Taxpayer I.D. 14-6007129 Charity Reg.# (Non-profits Only):

1. Type of Organization:

- | | |
|---|--|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Public Housing Authority |
| <input type="checkbox"/> State | <input type="checkbox"/> Public Library or Library System |
| <input checked="" type="checkbox"/> Municipal Corporation | <input type="checkbox"/> Fire District / Commission / Department / Volunteer Rescue & Ambulance Squad |
| <input type="checkbox"/> Water District | <input type="checkbox"/> Public Park Conservancy or Not-for-Profit Investment in Parks |
| <input type="checkbox"/> University / Educational Organization (SUNY, Community College, Private) | <input type="checkbox"/> Special Act School Districts |
| <input type="checkbox"/> Sewer District | <input type="checkbox"/> School for the Blind and Deaf and Other Students with Disabilities (4201 Schools) |
| <input type="checkbox"/> Metropolitan Transportation Authority Public | <input type="checkbox"/> Private School for Students with Disabilities (853 Schools) |
| <input type="checkbox"/> School District | <input type="checkbox"/> Non-Profit |
| <input type="checkbox"/> Public Benefit Corporation est. Titles 11, 11-A-D or as defined in S 4 of Ch. 1016 if the laws of 1969 | <input type="checkbox"/> Other |

2. a) Is the organization currently seeking or receiving any other New York State assistance for this project? No Yes
- b) Is the SAM Grant a match to receiving the Other New York State Assistance? No Yes
- If either a or b is Yes, please provide a detailed explanation on an attached separate sheet.

SECTION 2: PROJECT DESCRIPTION

Project Description and Amount

1. Please attach a separate sheet with a detailed description of the specific capital project that will be undertaken and funded pursuant to this Grant. If multiple project locations and addresses, please list in project description.

2. Project Start Date: 8/1/19 Anticipated Date of Project Completion: 9/7/19

3. Please list the anticipated amount of funding to be received from the SAM Program for this project.
\$ 100,000

<p>4. Will any entity other than the Grantee set forth in Section 1, above, be paying any project related costs? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p><u>If Yes</u>, please attach a separate sheet setting forth the costs to be paid by another entity, as well as a description of the relationship between the Grantee and the other entity. <i>See attached</i></p>	
<p>5. Does the Applicant own the site where the project will be located? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p><u>If Yes</u>, please provide the deed.</p> <p><u>If No</u>, please attach a separate sheet describing the control the Applicant has over the Project site and include lease if applicable.</p>	
<p>6. Does the applicant plan to occupy 100% of the project facility? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p><u>If No</u>, attach a schedule explaining the planned occupancy.</p>	
<p>7. If an organization other than the Grantee will have an interest in the equipment or real property purchased with Grant funds, please attach a separate sheet describing the legal relationship between the Grantee and the organization.</p>	
<p>8. Does the project require environmental or other regulatory permits? <u>If Yes</u>, please specify type: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p><i>Project will require a Building Permit for Delta Park</i></p> <p>Have they been secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> NA <i>Department 7 Building Department.</i></p> <p><u>If No</u>, please specify why:</p>	
<p>9. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> NA</p> <p><u>If Yes</u>, please set forth the lead agency for the review and provide a copy of the negative declaration, findings statement, or Type II memo issued by the lead agency.</p>	
<p>SECTION 3: ELIGIBILITY FOR TAX-EXEMPT FINANCING</p>	
<p>1. Has the applicant previously received financing from the sale of tax-exempt bonds for <u>this project</u>? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p><u>If Yes</u>, attach a schedule describing the details of such financing.</p>	
<p>2. Does the applicant anticipate applying for financing for <u>this project</u> from the sale of other bonds? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p>	
<p>3. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p><u>If Yes</u>, attach a schedule showing details of such disbursements (date, purpose, payee, etc.).</p>	
<p>4. Will the Grantee be utilizing internal labor for any portion of the project? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p><u>If Yes</u>, attach a narrative summarizing the usage and dollar value of internal labor on the project. Internal labor costs will <u>not</u> be reimbursed from SAM Grant proceeds.</p>	

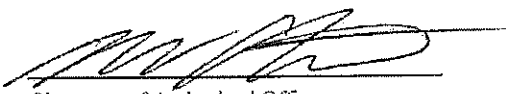
SECTION 4: PROJECT BUDGET

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

<u>USE OF FUNDS</u>	<u>SOURCES</u>						<u>TOTAL</u>
	State		In-Kind/Equity Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)		
Tasks	Entity Name	Amount	Source Name	Amount	Entity Name	Amount	
ACQUIRE / CONSTRUCT Pole BARN		100,000	MISS / STATE	200,000			100,000
Total:							

I hereby certify that the information in this Project Information Sheet is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.


Signature of Authorized Officer

4-10-19
Date

PAIL BARRETT
Print Name

TOWN SUPERVISOR
Title

SEPARATE SHEET FOR PROJECT INFORMATION SHEET
DEANNA RIVERS TRAINING CENTER- Project ID 15743

Section 2 Question 4

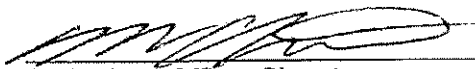
The Miss Shen Softball League is the primary user group for Softball facilities on the Clifton Common, and will pay costs of the project which exceed available grant funds under the instant SAM Grant.

GRANTEE CERTIFICATION

Town of Clifton Park
Construction of Indoor Batting Cages
Project ID: #15743

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY that:

- The Town of Clifton Park has applied for a State and Municipal Facilities Program ("SAM") Grant in the amount of \$100,000. This Grant will be used for the construction of indoor batting cages. We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation and that the Grant Disbursement Agreement to be executed in connection with this Grant contains a provision that states that Grant funds may not be used to finance a program or project that will in any way promote or facilitate religious worship, instruction or proselytizing. We have been informed that this provision exists to ensure compliance with Federal and State law. Therefore, as Authorized Officers of the Town of Clifton Park, we hereby certify the following in connection with the project to be financed by the Grant:
 - no religious purpose shall be advanced or promoted by the project or program funded by the Grant;
 - the project or program will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way by public funds;
 - the project or program shall be open to all without regard to religion; and
 - the Grantee shall take affirmative steps to ensure that information is widely disseminated with respect to the following aspects of the project or program:
 - the project or program is publicly funded;
 - the project or program is open to all, regardless of religious affiliation; and
 - the project or program beneficiaries are not limited to any particular sect or group.
 - the Grantee shall exercise care to make sure the facilities and/or services to be supported in whole or in part by grant proceeds are available and accessible to all members of the public by ensuring project location(s) and/or service areas are in proximity to public transportation; sufficient parking; and by choosing project location(s) and/or service areas that do not restrict use to a certain subset of the population defined by religion;
- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award a SAM Grant to the Town of Clifton Park.
- We have the authority to submit this certification on behalf of the Town of Clifton Park.
- By signing these documents, I certify that I am an authorized officer for the Grantee.

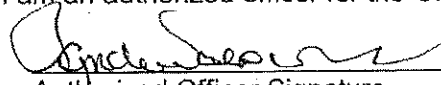


Authorized Officer Signature
PHIL BARRETT

Printed Name
4-10-19

Date
TOWN SUPERVISOR

Title



Authorized Officer Signature
LYNDA WALOWIT

Printed Name
4-10-19

Date
COUNCILWOMAN

Title

**PROJECT CERTIFICATE OF THE
Town of Clifton Park
State and Municipal Facilities Program (the "SAM")
For the Construction of Indoor Batting Cages
(Project ID: 15743)**

I, the undersigned, an Authorized Officer of the Town of Clifton Park (the "Grantee"), DO HEREBY CERTIFY that:

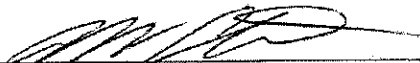
- All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- To the extent that SAM Grant proceeds are used to reimburse the Grantee for the cost of any portion of the Project noted above, the Grantee certifies that no other external funding source, including but not limited to, State or Federal restructuring loans, State or Federal grants, or grants, loans, or other funding from any other public or private source (currently or within the last six (6) years), will be used for substantially the same project costs at the same location as described in the Application or Project Information Sheet provided to DASNY.
- If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- The Grantee acknowledges that Grant proceeds cannot be utilized to pay for:
 - Deposits advance payments, or progress payments until work is completed, or goods received by grantee;
 - to pay down long term debt;
 - internal labor costs;
 - rental or leased equipment;
 - stockpiled materials;
 - materials and/or services provided by another entity other than a licensed contractor or vendor.
- The Grantee will maintain accurate books and records through project completion/payout of the Grant as well as for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during the Grantee's business hours upon reasonable request.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of

April, 2019.

By signing these documents, I certify that I am an authorized officer for the Grantee.

Town of Clifton Park

By: 

Name: PHIL BARRETT

Title: TOWN SUPERVISOR

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TOWN OF CLIFTON PARK	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. ONE TOWN HALL PLAZA	Requester's name and address (optional)
6 City, state, and ZIP code CLIFTON PARK, N.Y. 12065	
7 List account number(s) here (optional)	

Print or type.
 See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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1	4	-	6	0	0	2	1	2	9	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/10/19
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SAM
TH
#9532

Grant Programs
Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

1. GRANTEE (LEGALLY INC. NAME): Town of Clifton Park
2. FEDERAL EMPLOYER ID NO. (FEIN): 14-6002129
3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): _____
COUNTY FILED: _____
4. WEBSITE ADDRESS (IF APPLICABLE): www.cliftonpark.org
5. BUSINESS E-MAIL ADDRESS: Pbarrett@cliftonpark.org
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: One Town Hall Plaza Clifton Park NY 12065
7. TELEPHONE NUMBER: 518 371-6651 7. FAX NUMBER: 518 371-1136
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?
 YES NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:
NAME: Phil Barrett
TITLE: Town Supervisor
TELEPHONE NUMBER: 518 371-6651 FAX NUMBER: 518 371-1136
E-MAIL: Pbarrett@cliftonpark.org
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 190

Grantee FEIN: 14-6002129

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) BUSINESS CORPORATION
- b) PUBLIC RESEARCH INSTITUTION
- c) ACADEMIC RESEARCH INSTITUTION
- d) NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: _____
- g) LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) MUNICIPALITY
- i) UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) OTHER -- SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS
CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:

YES NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY
PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE
REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS
EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED
TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE
AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? YES NO
IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? YES NO
IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? YES NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. _____

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? YES NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

YES NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. N/A

see attached.

3. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? YES NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? YES NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? YES NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? YES NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? YES NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? YES NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? YES NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? YES NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? YES NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? YES NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? YES NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? YES NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? YES NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS YES NO
 - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION YES NO
 - COVERAGE OR CLAIM REQUIREMENTS YES NO
 - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) YES NO
 - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS YES NO
 - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS YES NO
 - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? YES NO
 - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? YES NO

FOR EACH YES ANSWER TO QUESTIONS 3A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

4. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

(a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY ? YES NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: _____

(a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? YES NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: _____

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: _____

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: _____

5. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? YES NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: _____

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: _____

IF CLOSED, PROVIDE THE DATE CLOSED: _____

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

[Signature]
Signature of Authorized Officer

[Signature]
Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Lynda Whitlow
Printed Name of Authorized Officer

PHILIP C. BARRETT
Print Name of Chair of the Board of Grantee
(or other Authorized Officer)

Councilwoman
Title of Authorized Officer

Sworn to before me this 8th day
of January, 2019,

Sworn to before me this 8th day
of January, 2019.

Margaret L. Springli
Notary Public

Margaret L. Springli
Notary Public

MARGARET L. SPRINGLI
Notary Public in the State of New York
Qualified in Saratoga Co. No. 01SP6346384
My Commission expires August 8, 2020

MARGARET L. SPRINGLI
Notary Public in the State of New York
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My Commission expires August 8, 2020



2018 Town of Clifton Park State Contracts & Grants Contracts Summary

FUNDING AGENCY	FUNDING SOURCE	FUNDING AGENCY CONTACT	PROJECT NUMBER	STATE CONTRACT NUMBER	YEAR GRANT CONTRACT SIGNED	Project Name	Funding/Grant Award Value	Description	Status
NYS Justice Courts	Annual Program to fund Local Courts				2016	Updated Firewall & Wi-Fi	\$5,500	Annual Fund that Town of Clifton Park / Justice Court has applied for from 2012-2017	
NYS Justice Courts	Annual Program to fund Local Courts				2015		\$44,200		
NYS Justice Courts	Annual Program to fund Local Courts				2014		\$17,890		
NYS Archives	NYS Local Government Record Management Fund (LGRM/F)	Office, Capital District - North Country Region, New York State Archives, Cultural Education Center, Rm 9851, Albany, NY 12230; (518) 485-4823; maria.mccashion@nysed.gov	580187005		2017	Electronic Software & Indexing of Local Government Records	\$430,000	Electronic Software & Indexing of Local Government Records	Project Completed in 2018.
NYS Department of Transportation	Transportation Improvements Program (TIP)/State Transportation Improvements Program (STIP) via a Federal Aid Local Project Agreement; SP-16C	Karen Hulihan, P.E., NYSDOT Planning and Program Management, Region 1, 50 Wolf Rd., Albany, NY (518) 485-7734; Karen.Hulihan@dot.ny.gov	PIN 1759.84 / SA281	DD35865	2017	Silverly Road Improvements & Traffic Signal Improvement Project	\$1.82 million	planning, design and construction of public recreational access & improvements for natural/historic preserve	Design and ROW Authorization in 2018. Construction phase anticipated for 2019.
NYS Department of Transportation	National Scenic Byways (Federal Aid Local Project Agreement)	Karen Hulihan, P.E., NYSDOT Planning and Program Management, Region 1, 50 Wolf Rd., Albany, NY (518) 485-7734; Karen.Hulihan@dot.ny.gov	(TIP SA 277) PIN 1581.92.921	DD34917	2015	Mohawk Township National Scenic Byway-Improved Recreational Access to Vasher Ferry Nature & Historic Preserve	\$415,880		Public letting in Fall 2018. Construction anticipated for 2019.
NYS Department of Agriculture & Markets	Farmland Implementation Grants Program (FIG)	NYS Department of Agriculture and Markets Division of Land and Water Resources, 108 Albion Drive, Albany, NY	DD08811		2015	Lindsay Farm Lease of Development Rights	\$70,826	5-Year Term Contract	Project is underway.
NYS Department of Agriculture & Markets	Farmland Implementation Grants Program (FIG)	NYS Department of Agriculture and Markets Division of Land and Water Resources, 108 Albion Drive, Albany, NY	TD00812	TD00812	2015	Miller Farm Lease of Development Rights	\$19,746	5-Year Term Contract	Landowners have withdrawn from the program.
NYS Department of Environmental Conservation	Water Quality Improvement Program (WQIP) Round 11	Tom Skibo, Dir. of Water Bureau of Water Compliance, NYS Dept. of Environmental Conservation, 625 Broadway, 4th Floor, Albany, NY 12233-5906; (518) 402-9255	CD05242	CD05242	2014	Clifton Park Center Drainage Improvements	\$225,625	Contract Period: 11/9/14 to 11/30/19	Project is underway. An engineering consultant is under contract.
NYS Department of Environmental Conservation	Household Hazardous Waste Program	Specialist, NYS DEC, Division of Materials Management, Bureau of Permitting and Planning, Waste Transporter and Resource Management Section, 625 Broadway, 9th Fl., Albany, NY 12233-5906; (518) 485-7734		None assigned at this time (12/14/17)	2017	Household Hazardous Waste Day Collection event (the town has had annual grants, not bi-annual grants)	\$25,000	For 2017 Household Hazardous Waste Day, conducted in September 2017.	Completed.
NYSED	NY-SUN: Unified Solar Permit Application Process Program for Small-Scale Photovoltaic Systems	NYSED			2014	Town of Clifton Parks Adoption of a Unified Solar Permit Application Process	\$5,000	Municipal Adoption of a Unified Solar Permit Application Process	Completed.
NYS Department of Transportation	SAFE/TEA-LU - Transportation Enhancements Program (TEP) FY2006	Karen Hulihan, P.E., NYSDOT Planning and Program Management, Region 1, 50 Wolf Rd., Albany, NY (518) 485-7734; Karen.Hulihan@dot.ny.gov	PIN 1737.68	DD01593		Erie Canal Towpath Connector	\$1,680,000	Rehabilitate 1325 Towpath as a trail and reconnect to the Town of Halfmoon. Federal TEP Cost (60%) = \$1,680,000	Completed.
NYS Department of Transportation	SPOT, CMAQ	Karen Hulihan, P.E., NYSDOT Planning and Program Management, Region 1, 50 Wolf Rd., Albany, NY (518) 485-7734; Karen.Hulihan@dot.ny.gov	PIN 1757.35	DD02569		Crescent Road Multi-Use Path & Sidewalks	\$2,857,653	Provide safe pedestrian access from Olte School to Dunsbach Rd. along Crescent Rd. Federal share is \$2,037,898. State Marchetti share is \$235,256. State Other share is \$79,499. Total Local share split with Town of Halfmoon for \$194,720.	Completed.

NYS Canals Corporation	CFA	Kelly Sullivan, NYS Canals Corporation, 30 South Pearl St., 5th Floor, Albany, NY 12207; Kelly.Sullivan@canals.ny.gov; (518) 471-5512	CD10174	CD10174	2013	Mohawk River Overlook Gateway	\$75,000	planning, design and construction of public recreational access & improvements for natural/historic preserve	design is nearly completed; construction letting is anticipated for 2015.
Capital District Transportation Committee	Unigate Program	Sandy Mislawicz, Capital District Transportation Committee, One Park Place, #100, Albany, NY 12205 (518) 455-2161; smislawicz@cdtempo.org			2012-2013	Town Center Zoning Pair (Bike Rideo Day - Full Day Camp)	\$50,000	Detailed implementation of form based zoning code, building upon prior Town Center Plan	Completed in 2015; New Code Adopted in 2015
NYS Governor's Traffic Safety Committee (GTSC) / DMV	GTSC	Barbara J. Fila, GOTSC DMV, 6 Empire State Plaza, Albany NY 12228 (518) 472-5111			2013		\$800	conduct a bike rodeo and youth education about bicycling safety	conducted and completed at Clifton Park's Summer Day Camp
NYS DOT	TAP - CMAQ 2017	Lorenzo DiStefano, P.E. Regional Local Project Liaison, Region One, NYS DOT Regional Planning & Program Management, 50 Wolf Rd., Albany, NY 12233	PN 1760.82			Moe Road Multi-Use Path Gap Closure Project	\$848,840	create an extension of the Moe Road Multi-Use Path from Oke School to Sugarbush Road intersection on Moe Road.	
NYS Department of Environmental Conservation	Climate Smart Communities (CSC) Grant	Willow Eyres, Climate Policy Analyst 1, Office of Climate Change, NYS DEC, 625 Broadway, Albany, NY 12233 (518) 402-8449; willow.eyres@dec.ny.gov	DEC01-C005526G-9350060	C00592		Route 146 Sidewalk Extension from Northcrest Drive to Maxwell Dr	\$220,000		
NYSERDA	Clean Energy Communities (CEC) Grant	Christopher J. Roehr, LEED AP, Senior Project Manager, NYSERDA, 17 Columbus Circle, Albany, NY 12203, (518) 862-1090, ext. 3363; christopher.roehr@nyserda.ny.gov	P.O. 123505	Agreement 123500	2018	LED Retrofit at Clifton Common Town Recreational Park for Ice Rink and Basketball Courts	\$50,000	retrofit LED lights at Prestige Ice Arena and outdoors basketball courts all at Clifton Common town park, the town's premier recreation park	Construction is nearly complete as of December 2018.
NYS DOT	Pedestrian Safety Action Program (PSAP)	Lorenzo DiStefano, P.E. Regional Local Project Liaison, Region One, NYS DOT Regional Planning & Program Management, 50 Wolf Rd., Albany, NY 12233	PN 1760.93 / 5A312		2018	Clifton Park Pedestrian Safety Improvements at Various Locations	\$400,000	Clifton Park Pedestrian Safety Improvements at Various Locations	consultant selection completed in 2018.
NYS DOT	Multi-Modal #4 Program	Lorenzo DiStefano, P.E. Regional Local Project Liaison, Region One, NYS DOT Regional Planning & Program Management, 50 Wolf Rd., Albany, NY 12233	PN1760.93.30N		2018	Pedestrian Crosswalks Improvements at the Intersection of Grooms Road and Moe Road, for the Moe Road Trail	\$25,000	Pedestrian Crosswalks Improvements at the Intersection of Grooms Road and Moe Road, for the Moe Road Trail	consultant selection completed in 2018.
NYS Dormitory Authority (DASNY)						Grooms Tavern Restoration	\$75,000	Rebuild historic fireplace & stairway	Waiting Contract
Homeland Security						Infrastructures Rehabilitation / Improvements	\$90,000	Install Emergency generators at critical sewer system junctions	underway
Homeland Security - Citizen Corps							\$91,715	Emergency Preparedness & Underway - Supporting CERT Volunteers	Underway
Saratoga County Board of Supervisors/ 2008 Open Space and Farmland Protection Program						Acquisition of 78 Acres of Open Space & Parkland adjacent to Veterans Memorial Park in Western Clifton Park	\$70,000	Acquisition of 78 Acres of Open Space & Parkland adjacent to Veterans Memorial Park in Western Clifton Park	In landowner negotiations
Saratoga County Board of Supervisors/ 2010 Open Space and Farmland Protection Program						Acquisition of 59 Acres of Open Space in the Stony Creek Reservoir Watershed	\$90,240	acquisition of Barney Road Golf Course property for permanent public parkland use	land transfer was completed; grant reimbursement was requested December 3, 2010

SEPARATE SHEET IN RESPONSE TO SECTION III,
QUESTION 3 OF GRANTEE QUESTIONNAIRE

There Are two Notices of Violation categorized as “serious” issued by the NYS Dept of Labor on July 19, 2018, within the past 5 years, both at the Clifton Park Highway Department, and both issued as a result of a routine inspection on that date.

One NOV was issued for failure to have had up-to-date awareness and training program for Hwy. employees potentially exposed to rabies in picking up road killed animals. The Highway Department was not issued fines or penalties, but was provided until October 25, 2018, within which to abate the violation. The Highway Department underwent a “Rabies and Roadkill” training program consistent with applicable regulations on September 18, 2018, and proof of same was provided to the NYS Dept. of Labor on September 2018 in resolution of the NOV.

A second NOV, issued by the DOL on the same date, concerned the Highway Department’s confined spaces training program, and the notice to employees which is required concerning availability of Voluntary Respirators Use. Informational Forms for Voluntary Respirator use were distributed to all employees and acknowledged, in writing, by each by September 19, 2018. All Forms for Voluntary Respirator Use, acknowledged by each employee were forwarded to the Department of Labor Inspector on September 19, 2018, in full satisfaction of the Violation Notice. No fines or penalties were issued, and the violation is considered resolved.

With regard to reference No. 1331541, these 2 violations also occurred as a result of an Inspection on July 19, 2018, and were issued by the NYS DOL for failure to have an up to date Hazardous Materials spills handling awareness and training course. No penalties were assessed, and the Highway Department was provided until January 22, 2019 in which to Abate the violation. Hazardous Materials awareness and training took place on October 23, 2018, and proof of same was provided to the Department on October 24, 2018.

A second violation under the 1331541 Reference number resulted from a failure to have an up to date workplace violence training program. No fines or penalties were assessed, and the Highway Department was provided until January 22, 2019 to abate the violation. Workplace

violence prevention and awareness training occurred on January 17, 2019, and proof thereof was provided to the Department that day.

Also within 1131541 were 8 violations for the mis-spacing of equipment, portable fire extinguishers not mounted correctly, spacing between a grinding wheel and work rest off by more than ½ inch, rating load of a floor jack not clearly labeled, electric panel blocked by wheeled equipment, electric panel access blocked by a welding machine. Breaker switches on electric panel not clearly marked. No fines or penalties were imposed, and the Highway Department was provided with time through various dates in Fall, 2018, within which to abate the violations. All violations were abated by the applicable deadlines, and proof of same has been submitted to The Department.

- April 10, 2019 Addendum

On or about April 3, the Town received correspondence from the Department of Labor indicating that the violations are not fully closed out, and a Penalty was listed. We are enclosing a copy of the Compliance checklist dated January 28, 2019, which demonstrates both why we believed the violations were deemed fully abated, and also why we believe the listing of a penalty for non-compliance is in error. We are meeting with DOL officials to work through the closeout of the violation, which seems now to be focusing on our written confined space policy, and not any safety issues on the ground, over the next several days.



New York State Department of Labor
Division of Safety and Health
Public Employee Safety and Health Bureau

Right to Know Compliance Checklist

1. Business name <i>Clifton Park Troopway Dept.</i>	3. Inspection Number <i>1331273</i>
	4. Name of Inspector/Hygienist <i>P. Desai</i>
2. Site address <i>639 Clifton Park Center Road Clifton Park NY 12065</i>	5. District Office <i>Albany</i>

Our inspection of your business, listed above, found violations of the New York State Labor Law and/or Title 12 of the Codes, Rules and Regulations of New York State (NYCRR). The violations appear below.

7/19/18 *1/28/19*
Inspection Dates

Sign	Inspection Dates		
<p>Labor Law §876(1) and 12 NYCRR §820.3(b) require employers to conspicuously post a readable sign on employee bulleting boards about Right to Know. The sign must inform workers of their right to information about toxic substances found in the workplace.</p> <p><input type="checkbox"/> No sign posted.</p>	<i>OK</i>		
<p>Training</p> <p>Labor Law §878(1) and (2) require annual training about toxic and hazardous substances.</p> <p><input type="radio"/> No training held.</p> <p>Labor Law §878(1) and (2), and 12 NYCRR § 820.4(c)(1) require employers to hold training during the employees' regular hours, with no loss of pay, at a convenient location.</p> <p><input checked="" type="checkbox"/> Training does not meet this standard.</p> <p>Labor Law §878(1) and (2), and 12 NYCRR §820.4(g) require that training records be kept. These records must include dates, names of employees, names of trainers, and a description of the training.</p> <p><input checked="" type="checkbox"/> Records incomplete or not kept.</p> <p>Labor Law §878(3), 12 NYCRR §820.4(c)(2), and 12 NYCRR 820.4(d)(5) require training for employees on specific toxic substances in the trainee's individual workplace.</p> <p><input checked="" type="checkbox"/> Training not provided or incomplete.</p>	<i>X</i> <i>↓</i>	<i>OK</i> <i>↓</i>	
<p>Record Keeping</p> <p>Labor Law §879 and 12 NYCRR §820.5(a) require employers to keep records of names, addresses and Social Security Numbers of each employee who handles or used certain toxic substances listed in 29 CFR 1910 subpart Z. The record must list each employee and the substances to which the employee was exposed.</p> <p><input type="checkbox"/> Records not maintained or incomplete.</p>	<i>X</i>	<i>OK</i>	

Comments: *Employees at this facility are expected to use substances such as motor oil, motor vehicle fluids, welding gases, and insect repellent.*

If you do not correct the violations, we will send the case to the Attorney General for legal action.

AFFIDAVIT OF NO CHANGE

Note: If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please sign and notarize this Affidavit of No Change Form and submit it along with your most recent copy of the previously submitted Grantee Questionnaire.

If you have never filled out a Grantee Questionnaire you do not have to complete this form.

DASNY

GRANTEE:

Town of Clifton Park

The undersigned, being duly sworn, deposes and says:

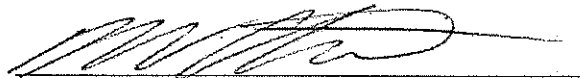
1. I am an officer of The Town of Clifton Park

(hereinafter the "Grantee"),
which is currently entering in a Grant Disbursement Agreement with DASNY.

2. Grantee previously submitted a DASNY Grantee Questionnaire within the past six months notarized by the Grantee on January 8 2019 in connection with the SAM (Grant Program) for Upgrades To Senior Community Center (Project).

3. Attached is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

4. I hereby certify that there has been no material change in the information pertaining to the Grantee Questionnaire:



NAME

Town Supervisor

TITLE

Sworn before me this

10th day of April, 2019

Margaret L. Springli
Notary Public

MARGARET L. SPRINGLI
Notary Public in the State of New York
Qualified in Saratoga Co. No. 01SP6346384
My Commission expires August 8, 2020

New York State Department of Labor
Public Employee Safety and Health Bureau
State Office Building Campus,
Building #12, Room 158
Albany, N.Y. 12240
Phone: (518) 457-5508 Fax: (518) 485-1150



Notice of Violation and Order to Comply

To: Supervisor
Clifton Park Tn. Hwy. Dept.
639 Clifton Park Center Road Clifton Park, N.Y. 12065

Inspection Number: 1331273
Inspection Date(s): 07/19/2018-07/19/2018
Issuance Date: 09/07/2018
CSHO ID: H3481

Inspection Site:
639 Clifton Park Center Road
Clifton Park, N.Y. 12065

The violation(s) described in this Notice of Violation and Order to Comply is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

This Notice of Violation and Order to Comply (this Notice) describes violations of the Public Employee Safety and Health Act of 1980. You must abate the violations cited in this Notice by the dates listed below. An employer who wishes to file an appeal of the violation(s) cited, including but not limited to appeals which raise issues concerning the application of the cited standard(s) to the employer or to the violation(s) cited, as well as issues concerning the appropriateness of the abatement period(s), must do so within 60 days of the issuance date of this Notice by filing a petition with the Industrial Board of Appeals. Appeals of the violation(s) cited, including but not limited to appeals raising the issues listed above, will be considered time barred if not filed within the 60-day period. The details of such appeal process are set forth at 12 NYCRR Part 65 et seq and Section 101 of the Labor Law. Additional information may also be obtained from the Industrial Board of Appeals at their website: www.labor.state.ny.us/iba.

Posting - The law requires that a copy of this Notice be posted immediately in a prominent place at or near the location of the violation(s) cited below. This Notice must remain posted until the violation(s) cited below have been abated, or for 3 working days (excluding weekends and State holidays), whichever is longer.

Penalty Assessment - An employer that fails to correct a violation by its abatement date is subject to a PER DAY penalty assessment. We will assess a penalty of up to \$50 per day for each non-serious violation, and up to \$200 per day for each serious violation, until the violations are corrected. The penalty assessed for each violation will appear in the Failure to Abate notice.

Informal Conference - If an informal conference is requested, it must be made to the nearest PESH district office by telephone or letter, within 20 working days from the date of issuance given on this Notice.

Be sure to bring to the conference any and all supporting documentation of existing conditions as well as any abatement steps taken thus far.

Employer Discrimination Unlawful - The law prohibits discrimination by an employer against an employee for filing a complaint or for exercising any rights under this Act. An employee who believes that he/she has been discriminated against may file a complaint no later than 30 days after the discrimination occurred with the PESH district office at the address shown above.

Employer Rights and Responsibilities - The enclosed booklet (P907) outlines additional employer rights and responsibilities and should be read in conjunction with this notification.

Notice to Employees - An employee (or an authorized employee representative) may object to the abatement date set for a violation if the employee believes the date to be unreasonable. The objection must be filed at the nearest PESH district office within fifteen (15) working days (excluding weekends and State holidays) from the posting of this Notice.



Notice of Violation and Order to Comply

Establishment: Clifton Park Tn. Hwy. Dept.
Inspection Site: 639 Clifton Park Center Road Clifton Park, N.Y. 12065

Citation 1 Item 1

Type of Violation: **Serious**

NYSLL Article 2, Section 27-a.3.a(1): The employer did not furnish to each of its employees, employment and a place of employment which were free from recognized hazards that were causing or likely to cause death or serious physical harm to its employees and which will provide reasonable and adequate protection to the lives, safety or health of its employees. In applying this paragraph, fundamental distinctions between private and public employment have been recognized.

(a) Clifton Park Town Highway Department - Employees of this facility are exposed to the hazard of being infected with the rabies virus through direct contact with saliva of potentially rabid animals such as, but not limited to, skunks, foxes, raccoons, and dogs, being introduced into open cuts or wounds in the skin or via mucous membranes. Employees have been assigned to remove road-killed animals. One reasonable and adequate abatement method for reducing this hazard could be a training program. A comprehensive training program includes proper handling practices, personal protective equipment (PPE), the etiology and modes of transmission of the disease, decontamination procedures, and avoidance of animal/saliva contact.

The four (4) elements upon which a General Duty Clause violation is based have been satisfied as follows:

1. Clifton Park Town Highway Department employees are potentially exposed to rabies while picking up road-killed animals. Employees could contract rabies if saliva from an infected animal enters a cut in the skin or through the mucous membranes of the eyes, nose, or mouth. In 2015, Saratoga County submitted one hundred twenty-two (122) animals to the New York State Department of Health (NYSDOH) laboratory for testing, with fourteen (14) testing positive for rabies.
2. Rabies exposure is a recognized hazard, as evidenced by NYSDOH research and prevention programs, industry recognition, and common sense recognition. As stated on the NYSDOH website, rabies is a deadly disease caused by a virus that attacks the central nervous system. Infected animals can transmit rabies virus to humans and is almost always fatal once symptoms appear. People usually get exposed to rabies virus when an infected animal bites them. Exposure may also occur if saliva from a rabid animal enters an open cut or through a mucous membrane. The Centers for Disease Control and Prevention (CDC) also recognizes the potential for transmission from non-bite exposures which could result from the collection of dead animals.
3. The hazard is causing or is likely to cause death or serious physical harm: The hazard recognition in #2 above includes the likelihood of death or serious physical harm.
4. There is a reasonable and adequate method to correct the hazard: Reasonable and adequate methods to abate this hazard may include, but are not limited to:
 - A comprehensive training program for all employees who are assigned tasks where there is occupational exposure to rabies to include: proper handling practices, personal protective equipment (PPE), the etiology and modes of transmission of the disease, decontamination procedures, and avoidance of animal saliva/fluid contact.
 - Follow-up procedures after an exposure incident: employees who have occupational exposure and experienced an exposure incident must be offered post-exposure vaccination and other treatment in accordance with the recommendations

New York State Department of Labor
Public Employee Safety and Health Bureau

Inspection Number: 1331278
Inspection Date: 07/19/2018-07/19/2018
Issuance Date: 09/07/2018
CSHO ID: H3481



Notice of Violation and Order to Comply

Establishment: Clifton Park Tn. Hwy. Dept.
Inspection Site: 639 Clifton Park Center Road Clifton Park, N.Y. 12065

of the Centers for Disease Control and Prevention (CDC). The follow-up must take place as soon as possible and at no cost to the employee. Tetanus prophylaxis and measures to control bacterial infection should be considered part of the follow-up procedures, where appropriate.

- Hand-washing: after removing gloves, hands and/or other skin surfaces must be washed thoroughly and immediately after contact with saliva and other body fluids. All employees whose assigned tasks require the handling of known vectors shall be advised to thoroughly wash their hands after every possible exposure, even when no scratch, bite, or non-bite exposure has occurred. Simple wound cleansing has been shown to reduce markedly the likelihood of contracting rabies.

- Use of appropriate personal protective equipment (PPE), engineering controls, and work practices: such as heavy duty rubber gloves, eye protection, long-handled tools, designated shovels (e.g., handle painted red), containers, plastic disposal bags, etc. Tools, shovels, and other surfaces potentially contaminated with infectious saliva or body fluids must be disinfected with an approved disinfectant (e.g., 10% solution of sodium hypochlorite/household bleach in water).

Date by Which Violation Must Be Abated:

October 25, 2018

Citation 1 Item 2

Type of Violation: **Serious**

29 CFR 1910.146(c)(4): When the employer decided that its employees would enter permit spaces, the employer did not develop and implement a written permit space program that complied with this section.

(a) Clifton Park Town Highway Department - Employees at this facility are required to enter permit required confined spaces (PRCS) as part of their routine job duties. Examples of these spaces include, but are not limited to, catch basins. Catch basins that are at least four feet in depth are considered to be PRCS, and catch basins of various depths up to eighteen feet are located throughout the Town of Clifton Park. A PRCS entry program was provided at the time of inspection, however, this program was not in compliance with paragraphs (d), (e), (f), (g), (h), (i), (j) and (k) of this section. Examples of deficiencies noted in the written program that was provided include, but may not be limited to, not stating any information for rescue procedures or post-rescue medical providers, stating that PRCS "will not be entered at this time," and referencing training that will be conducted in January 2009. These latter two deficiencies indicate that the PRCS program that was provided is not current.

NOTE: In lieu of a full permit program, the employer may choose to use alternate procedures as specified in section 1910.146(c)(5) or reclassify the space as specified in section 1910.146(c)(7). If either of these methods is utilized, the employer must develop and maintain documentation as required in paragraphs 1910.146(c)(5) or (c)(7).

Date by Which Violation Must Be Abated:

December 11, 2018

See pages 1 through 2 of this Notice of Violation and Order to Comply for information on employer and employee rights and responsibilities.



Financial Review Checklist

As part of DASNY's review of your Grant, we must undertake a financial review of the project be funded by Grant proceeds. The financial review ensures that State funding will be utilized on its own, or in conjunction with other funding sources to finance a fully functional capital project. The outline below will help you in gathering the appropriate documentation that DASNY will need to see before completing the financial review.

1. PROJECT BUDGET

- Please provide an established Project budget with attachments justifying how budget was developed. The budget should be substantiated by including a **recent** estimate, quotation or statement of probable cost from a qualified professional. For equipment purchases, we would expect to see **recent** quotations from vendors.
- If the project has commenced, you may provide awarded bids or contracts, AIA documents, or other pertinent documentation that establishes the budget. Please provide a summary document outlining the components of the budget.

Please consider:

- If Grant funds will be utilized for a phase of an overall project – the phase must be a standalone project with a recognized capital asset upon completion. For example, design phase → completed plans.
- Grant funds cannot be utilized to pay for internal labor, stockpiled materials, rental equipment or use of equipment owned by the Grantee.

2. PROJECT FUNDING SOURCES

If other sources of funding will be utilized to fully fund the project, we must see evidence that all funding sources have been secured, committed and available to complete the project.

If the project will be funded by the following, we would expect to see:

- Grantee Equity**– We would expect to see a letter from the Grantee's Financial Officer committing the funds necessary to complete the project. The letter should be accompanied by a bank statement or recently audited financial statements specifically lining out the accounts that will fund the project.
- Adopted Budget**– If any portion of the Project will be funded by a line item from an adopted budget, a letter from the Grantee's Financial Officer along with an adopted board resolution must be provided. The resolution should commit the funds necessary to complete the project and identify the source of such funds.



Engineering and Land Surveying, P.C.

Civil • Site • Environmental • Transportation • Structural • Bridge Inspection • Construction Inspection • Architecture • Land Surveying • 3D Laser Scanning

December 12, 2018

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

RE: Miss Shen Softball
Deanna Rivers Training Facility
DASNY Grant Funding
Clifton Park, New York

Dear Mr. Barrett:

MJ understands that the Town of Clifton Park is applying for a Dormitory Authority of the State of New York (DASNY) grant on behalf of Miss Shen Softball. The grant funding will be used to construct a 40-foot by 60-foot training facility located at the Miss Shen softball field on Clifton Commons Boulevard in Clifton Park, NY. One of the requirements of the grant is to have a professional engineer or architect review the proposed project and provide rough order of magnitude construction costs for the renovation work to be performed. Chris Dooley, P.E. from M.J. Engineering and Land Surveying, P.C. met with the Town and Miss Shen Softball on October 23, 2018 to review the potential project.

The proposed training facility will be a pre-engineered pole barn type structure that will be used to develop young athletes pitching, hitting and fielding skills. The facility will provide an opportunity for athletes to train during inclement weather. The facility will be dedicated in memory to Deanna Rivers who played her youth softball in the Miss Shen softball program.

Based on MJ's review of the scope of the project below is a summary of our rough order of magnitude construction costs for the project.



Mr. Phil Barrett
December 12, 2018
Page 2 of 2

Description	Unit	Total	Unit Price	Total Price
Miss Shen Softball Grant Application - Training Facility				
Pre-engineered Building (40-ft x 60-ft)	SF	2,400	\$15.00	\$36,000.00
Concrete Foundations	CY	10	\$400.00	\$4,000.00
Concrete Slab-on-Grade	CY	45	\$400.00	\$18,000.00
Purple Turf in Building	SF	2,400	\$6.00	\$14,400.00
Overhead Doors	EA	6	\$2,000.00	\$12,000.00
Building Excavation	CY	40	\$21.00	\$840.00
Building Backfill	CY	40	\$35.00	\$1,400.00
Slab Subbase	CY	45	\$45.00	\$2,025.00
Building Electrical	LS	1	\$10,000.00	\$10,000.00
Site Improvement	LS	1	\$1,500.00	\$1,500.00
			Subtotal	\$100,200.00
			0% Contingency:	\$0.00
			Total 1:	\$100,200.00

Please contact me at (518) 371-0799 to discuss any questions you have regarding this letter.

Sincerely,

Christopher M. Dooley, P.E.
Senior Associate

CERTIFICATE OF MUNICIPAL SITE CONTROL

DEAMMA Rivers Training Center (Battis/CAHS)

Project: Upgrades to the Senior Community Center

Project ID: 9532-15743

We, the undersigned, an Authorized Officer of Town of Clifton Park and the Municipal Attorney for Town of Clifton Park under the penalties of perjury, hereby certify, warrant, represent and confirm to the DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"), the following:

- 1) Town of Clifton Park is a municipal corporation constituting a county, town, city or village within the meaning of §2 of Article 1 of the General Municipal Law.
- 2) Town of Clifton Park has applied for a State and Municipal Facilities Program ("SAM") Grant in the amount of \$85,000 (the "SAM Grant"). We acknowledge that the SAM Grant funds may be used only for certain purposes as set forth in the SAM enabling legislation.
- 3) The Grant Disbursement Agreement to be entered into by and between the Town of Clifton Park and DASNY shall require the Grantee to certify that the Project Site will be owned by the Town of Clifton Park.
- 4) The Grant will be used solely for the purpose of ^{acquisition + construction of Battis/CAHS} upgrades to the ~~senior community center~~ (the "Project") to be located at for the DEAMMA Rivers Training Center (Clifton Center) (Street Address, Town/Village) in the County of Saratoga (the "Project Site").

5) The fee title of the Project Site is owned by the Grantee (choose one):

a. Pursuant to deed identifying the Grantee as the fee owner, which deed was recorded in the Office of the Clerk of the County of Saratoga

OR

b. Pursuant to Executive or Legislative action granting title. Provide citation: _____

OR

c. As referenced by a copy of the most recent tax bill provided by the tax assessor's office which indicates ownership of the Project Site is vested in the Grantee, attached hereto.


OR


d. The Project will be located within a right of way or easement under the jurisdiction of the Grantee.

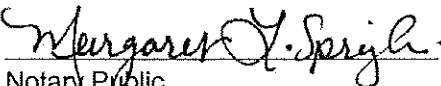
6) The Project to be constructed, built, reconstructed and/or operated and located on the Project Site is permitted by, does not and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under any deed restriction, encumbrance, restrictive covenant, agreement, easement and/or other lien. The Project shall comply in all respects with any and all applicable governmental laws, rules, regulations and ordinances.

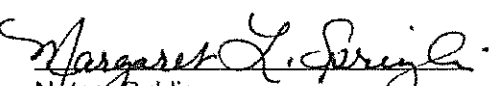
- 7) Grantee further warrants and represents:
- a. There are no actions pending or threatened which may affect title to the Project Site or which may affect Grantee's ability to complete the Project or which may affect the SAM Grant or may otherwise affect the Project;
 - b. There are no judgments filed against the Grantee or any liens filed against the Project Site or any portion thereto; and
 - c. There are no facts or circumstances which could affect title to the Project Site that have not been set forth herein.
- 8) We understand and agree that it is the Grantee's responsibility to comply with all deed restrictions, restrictive covenants, encumbrances, easements and other liens and any applicable laws, rules, regulations or ordinances concerning the Project and the Project Site.
- 9) We understand that the State of New York, DASNY and other entities that may be involved in the SAM Grant process are relying on the above representations in making the determination whether to award a SAM Grant to the Grantee and as an inducement to enter into the Grant Disbursement Agreement.
- 10) We have the authority to submit this certification on behalf of the Grantee.

Grantee: Town of Clifton Park

By: 
 Name: PHIL CARREN
 Title: Authorized Officer
 Dated: 4-10, 2019
 Sworn to before me this 10th day
 of April, 2019.

By: 
 Name: _____
 Title: Municipal Attorney
 Dated: 4/10, 2019
 Sworn to before me this 10th day
 of April, 2019.


 Notary Public


 Notary Public

MARGARET L. SPRINGLI
 Notary Public in the State of New York
 Qualified in Saratoga Co. No. 01SP6346384
 My Commission expires August 8, 2020

MARGARET L. SPRINGLI
 Notary Public in the State of New York
 Qualified in Saratoga Co. No. 01SP6346384
 My Commission expires August 8, 2020



RESOLUTION

#5

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025 a resolution authorizing the hiring of a part-time seasonal laborer for the Buildings and Grounds Department.

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

WHEREAS, an opening exists for part-time seasonal help in the Buildings and Grounds Department; and

WHEREAS, Daniel Clemens, Director of Buildings Parks & Recreation, has recommended that Luke Mahoney of Clifton Park be hired to fill the seasonal position; now, therefore be it

RESOLVED, that Luke Mahoney be hired as a part-time seasonal laborer for the Buildings and Grounds Department for the 2025 Season, at \$16.50 per hour, effective immediately, to be budgeted from A-07110-E4000 (General Fund – Buildings & Grounds - Part-time Employee).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Thursday, May 15, 2025 2:39 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1807

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: 05/19/2025 ✓

Board Meeting Date: 05/19/2025 ✓

Alternate Date: 06/02/2025

Budget Number: A-7110-E4000

Budget Description: General Fund - Buildings & Grounds - PT Labor (season)

Amount: \$16.50/hour

Brief Description: Hire Luke Mahoney from Clifton Park as a seasonal laborer in the Buildings & Grounds department at a rate of \$16.50 per hour.

Add Supporting Docs:

Additional Comments/Details: Richard Stern will be out for medical reasons for quite a while and Luke will fill this void.

Agree to Terms: Agree

[unsubscribe](#)



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 Highway Superintendent to retain Precision Trenchless, LLC to work on behalf of Advanced Rehabilitation Technology to perform repairs and restoration to a manhole structure in Northcrest Village.

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

WHEREAS, Dahn Bull, Superintendent of Highways, has identified a deteriorated manhole located within Northcrest Village off of State Rt. 146, and

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

WHEREAS, Mr. Bull has now requested authorization to enter a contract with Precision Trenchless, LLC, 1710 Erie Blvd., Schenectady, NY, using the piggyback option from the 2025 Contract #B23009 of Ontario County, attached, with prices valid through December 31, 2025, according to bid documents and correspondence reviewed from the Ontario County Purchasing Department, and

WHEREAS, according to information provided by the Highway Superintendent, Advanced Rehabilitation Technology has provided quotes in the amount of \$10,250 for Precision Trenchless, LLC to repair the manhole structure, per Exhibit A, using prices as bid in the Ontario County contract; now, therefore, be it

RESOLVED, that the Highway Superintendent is authorized to execute a contract with Precision Trenchless, LLC for a total amount not to exceed \$10,250 subject to receipt by the Town Attorney of insurance certificates as required by the Ontario County contract documents; and be it further

RESOLVED, that the Comptroller is authorized to charge \$10,250 DA-05110-00210 (Highway Fund – General Construction – Material & Supplies – Highway).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, May 2, 2025 11:57 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 #1786

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: 05/05/2025 ✓

Board Meeting Date: 05/19/2025 ✓

Alternate Date: 05/19/2025

Budget Number: A-914

Budget Description: Unassigned General Fund

Amount: \$10,250.00

Brief Description: A resolution piggy backing off the the Ontario County Contract for Manhole Restoration Services.

Hires Precision Trenchless to work on behalf of Advanced Rehabilitation Technologies to install a foam/polymer process to fully repair the manhole structure.

Rehabilitate a damaged manhole, without excavation.

Memo Attached.

Add Supporting Docs:

[050b80e0c35deea8_Northcrest_Manhole_Memo_Photos_Quote.pdf](#)

[b591209aaa0f36e0_B23009_MH_rehab_Ontario_Co_contract-1.pdf](#)

[1b2558ebb13a97bc_Res_No_798-2024_-_Renewal_of_Material_and_Service_Bids-1.pdf](#)

Additional Comments/Details: None at this time.

Agree to Terms: Agree

[unsubscribe](#)



DAHNS. BULL
SUPERINTENDENT OF HIGHWAYS

MEMO

TO: The Town Board, Town Clerk, Town Attorney
CC: Ellen Martin, Deputy Superintendent
FROM: Dahn S. Bull, Highway Superintendent
Date: May 2, 2025
RE: Restoration/Rehabilitation of Northcrest Manhole/Resolution Request

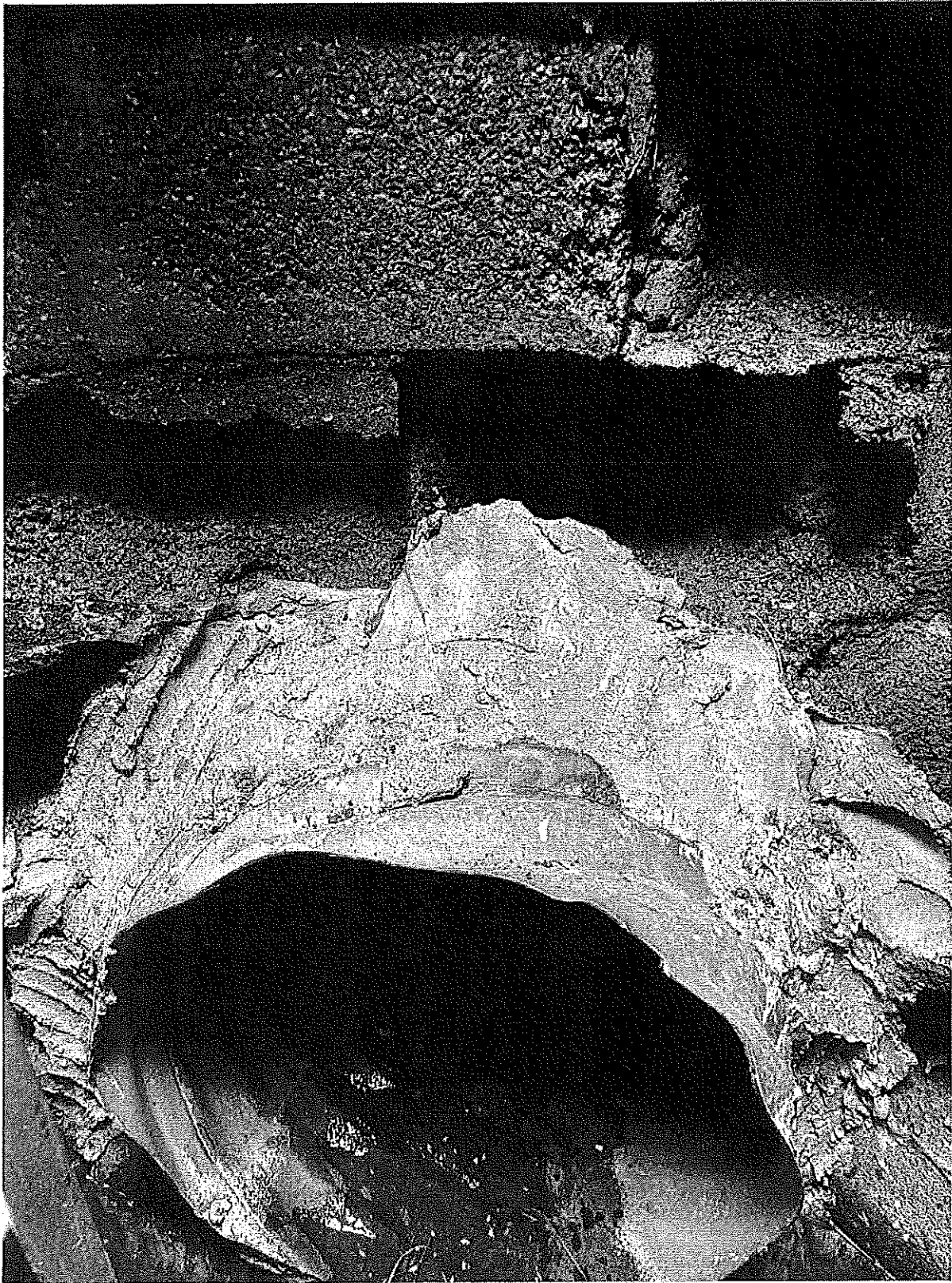
I am alerting the Town Board to an immediate need to restore a large manhole in the neighborhood of Northcrest Village off of State Route 146. I have attached several photos showing the condition of the manhole. This structure collects stormwater from the Northern section of the neighborhood and dumps it into Bear Brook Creek. Bizarrely, the cement blocks of the structure have deteriorated and eroded away – so much so what is left is the original mortar (pictured).

We are looking to piggy back off an Ontario County Bid allowing the rehabilitation of the manhole using a process through OBIC Products (some background here - <https://www.obicproducts.com/manholes/>) In short, the manhole is rebuilt using spray foams and polymers to bring structure and stability back to the manhole.

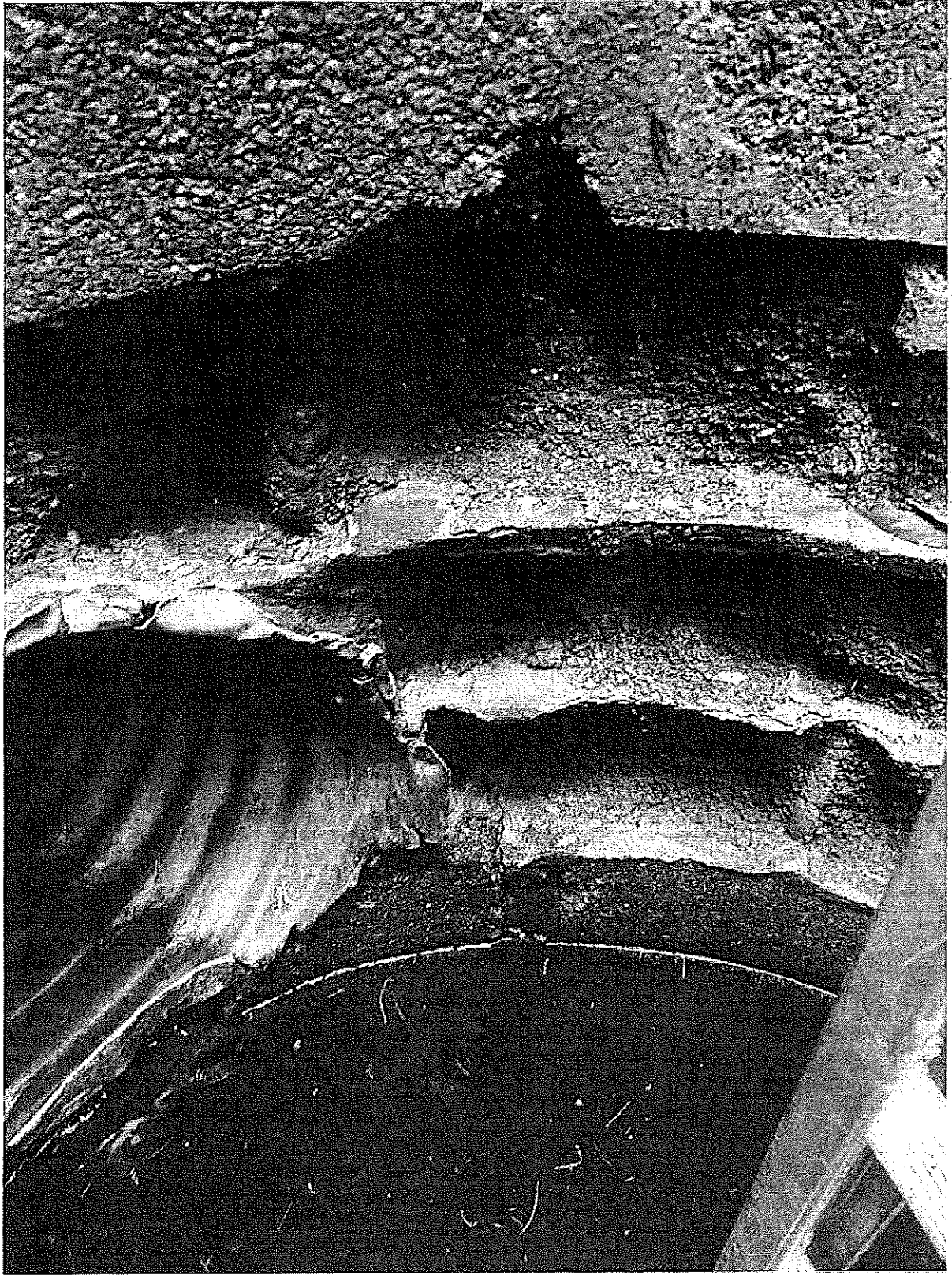
The structure is over 10 feet deep meaning traditional excavation and replacement would cause a major impact to the neighborhood for several days, require an outside contractor, and costs would be extraordinary. This process through OBIC Products is a far more cost-effective way to accomplish the same goal while limiting impacts to the neighborhood for just a single day, with zero excavation and pavement disruption.

Quotes and Contracts are attached.











On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for Lining of one 10 VF Manhole on Northcrest drive with the OBIC Armor lining system.

Work scope included in pricing

- Power washing to remove loose aggregate and to prepare the substratum for the OBIC Lining Material
- Concrete repair of manhole before lining
- Application of the 3-layer OBIC system on walls, ceiling
- 10-year warranty
- Mobilization
- CSE work
- Grouting of active infiltration
- PW wage rates if applicable

Exclusions

- Water sources be provided if needed by others
- Traffic beyond standard cones and signs
- Testing
- Permits
- Inverts
- Disposal of spoils/debris
- Bypass requirements greater than a 3 inch pump
- Concrete and substratum repairs
- Additional insurance beyond current coverage
- Anything not specifically mentioned in this proposal.

Work will be completed by fellow OBIC Installer: Precision Infrastructure Coatings

Pricing good for 30 days from 5/1/2025

\$285 x 10vf = \$2,850 Manhole Rehabilitation with Polymer Systems

\$3,500 Mobilization

\$1,600 Chemical Grout

\$900 Chimney Seal

\$1,400 Manhole Channel Rebuild

OBIC manhole rehab of approximately 10 vf in total **\$ 10,250.00** ✱

Signature _____ Date _____

Please contact me with any questions

Sincerely,

Cole Andres

Advanced Rehabilitation Technology | 419-636-2684 | cole@artcoatingtech.com

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the County of Ontario (the "County"), will receive sealed bids for **Manhole Rehabilitation (B23009)**. Such sealed bids must be filed with the Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424, **PRIOR TO 11:00 AM prevailing time, November 29, 2022** at which time said bids will be opened and read, also available via Webex Meeting.

Meeting Link:

<https://ontariocountyny.webex.com/ontariocountyny/j.php?MTID=m9475c8c6752ab588a4e44791f7b6dcad>

Meeting Number: 2346 535 5679

Password: Highway

Bid forms and specifications may be obtained at the office of the County Purchasing Director at the above mentioned address (Telephone: 585-396-4442), the Ontario County Website (www.ontariocountyny.gov/purchasing), or the Empire State Purchasing Group (https://www.bidnetdirect.com/new-york). Vendors requesting arrangements other than U.S. Mail shall be responsible for making such arrangements and all associated costs.

The County reserves the right to renew any contract(s) awarded as a result of this bid for up to two additional, (12) twelve-month periods by annual resolution by the County Board of Supervisors and in accordance with the Bid Specifications and New York State General Municipal Law ("GML") Sections 103 and 104-b.

NOTE: The County shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the County Purchasing Department.

Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the County Purchasing Department.

It is HIGHLY suggested that all vendors interested in participating in this bid, contact the County Purchasing Department directly at the above address or telephone number to assure they have received the most accurate and up to date material concerning this contract.

The County does not offer or supply anyone the list of people that have obtained a copy of these bid specifications or cost estimates for the project prior to the opening of the bid. NO EXCEPTIONS ARE MADE TO THIS POLICY.

The County reserves the right to reject any or all bids.

PROPERTY OF THE COUNTY. Reproduction of this document and its attachments in any manner, including electronically, is prohibited without the express written permission of the County Purchasing Department.

COUNTY OF ONTARIO

Jenifer Langer
Assistant Purchasing Director
Ontario County Purchasing

INSTRUCTIONS TO BIDDERS

- 1) Read all documents contained in the Bid Specifications.
- 2) Vendors are responsible for submitting their bids to the exact location indicated on the Notice To Bidders prior to the time indicated in the Notice To Bidders. No bids will be accepted after the designated time indicated in the Notice To Bidders. **NOTE:** This includes any changes listed on the latest addendum issued by the County of Ontario (the "County") Purchasing Department, if any. **Delay in mail delivery is not an exception to the deadline for receipt of bids.**
- 3) Bidders are responsible for reporting, in writing, any errors found in the Bid Specifications to the County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424.
- 4) Questions about or clarifications to the Bid Specifications must be made in writing to the County Purchasing Director prior to the bid opening via regular mail, e-mail (Purchasing@ontariocountyny.gov), or fax (585-396-4250). Such questions must be in the possession of the County Purchasing Director three working days prior to the bid opening unless otherwise indicated. Please indicate the bid number on your request. Verbal questions may not be entertained.
- 5) Bidders shall indicate on the outside of their sealed bid the following information:
 - a. **Title of Bid and Bid Number**
 - b. **Date and Time of Bid Opening**
 - c. **Company Name**
 - d. **Vendors submitting "Alternate" pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.**
- 6) The only forms necessary to be submitted as a bid are the following:
 - a. **Bid Form, filled out completely. See General Information.**
 - b. **Individual, Corporate, Partnership or LLC Acknowledgment.**
 - c. **Non-Collusion Affidavit; signed and dated.**
 - d. **Bidder's Statement on Sexual Harassment; signed and notarized.**
 - e. **Insurance certificates. See Schedule B Insurance Requirements.**
 - f. **Copy of Literature for all items offered (if applicable).**
 - g. **IRS W-9 Form. See General Information**
 - h. **Any other information as noted in the bid documents.**
- 7) All vendors submitting a bid shall be supplied with a copy of the pricing tabulation sheet and the information regarding any resulting resolutions as soon as they become available after the bid opening.
- 8) Under no circumstances is it necessary to return the Bid Specifications with the bid. They should be retained by the bidder for his/her records, or returned at a later date as a part of a request for the return of a bid deposit.

Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the County reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to wave any minor informalities it deems in its best interest.

GENERAL INFORMATION

METHOD OF AWARD:

A contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the Bid Specifications. However, the County of Ontario (the "County") reserves the right to award contracts to multiple vendors as a result of this bid. This is to allow the County access to materials and services closest to the project location, thus costing the least to its taxpayers, and to provide additional vendor availability for urgent or emergency services. If multiple awards are made, the County shall first contact the vendor bidding the lowest price based on its requirements and location for each project or order. If the low bidder cannot perform the service or provide the material for any reason or within a reasonable time frame, the County may then contact the next lowest bidder awarded a contract. The County guarantees no minimum or maximum purchases as a result of award of this bid. Additionally, the County reserves the right to purchase any goods or services included as a part of this bid through any means legally available to it at any time. The County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York ("GML"), to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to GML Sections 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the County and the vendor.

GUARANTEE:

The vendor guarantees that all work will be conducted in accordance with the Bid Specifications and that all goods, materials and/or equipment supplied to the County meet or exceeds the Bid Specifications. Should the goods, materials and/or equipment be found not to meet the Bid Specifications, the vendor shall remove and/or at the County's sole discretion, replace all faulty goods, materials and/or equipment within a time frame dictated by the County at no cost to the County.

SAMPLES:

The vendor agrees to supply samples of any or all products offered. Said samples shall be supplied at no cost to the County and shall be delivered in the same manner and in the same packaging as would be done should there be an award. Samples shall become the property of the County and there shall be no costs associated with the samples. Delivery shall be within seven (7) calendar days of request.

QUALIFICATION OF BIDDER:

Bids will only be accepted from established contractors and manufacturers or their authorized dealers who can supply the goods, material, service or equipment in accordance with the Bid Specifications. In the event a dealer submits a bid, the dealer shall guarantee that he/she is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the equipment offered in the proposal and that the dealer is authorized by the manufacturer to sell the equipment within the County. Further, the dealer agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized dealer, if so requested.

AWARD OF BID:

The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Clerk of the County Board of Supervisors. Notice of awards shall be in the form of a copy of the resolution awarded by the County Board of Supervisors sent to all successful vendors by U.S. mail.

FINANCING OF MATERIAL OR EQUIPMENT PURCHASES:

When any bid includes the lease and/or purchase of goods, material and/or equipment, the vendor shall submit a price on the bid form supplied by the County. The price offered shall include all delivery, finance and any other charges that may be associated with said purchases or lease. The County shall only deal with the vendors actually submitting the bid AND supplying the goods, material, service, or equipment described in the Bid

Specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the County shall not be included or be required to participate in them in any way. Furthermore, the County shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and issued a purchase order. The County shall not make partial or prepayments of any kind unless stipulated in the Bid Specifications by the County.

PAYMENTS:

Payments to all vendors will be made within thirty (30) calendar days of receipt of an approved and accepted invoice by the County. If the contract is for equipment, the County will pay the vendor awarded the contract within thirty (30) calendar days of receipt and acceptance of the equipment as fully functional and operational including training of County staff by the vendor in the operation and maintenance of the equipment and upon receipt and approval of a correct invoice from the vendor. Prior to any vendor receiving payment, the County requires that all vendors have a current completed IRS form W-9 on file with the County Finance Department. The County may, at its option, audit such books and records of the vendor as are reasonably pertinent to a contract awarded as a result of this bid to substantiate the basis for payment and compliance with the terms of the contract resulting from this bid.

TERM OF CONTRACT:

Any contract resulting from the award of this bid shall be for a term of twelve (12) months from the date of award. The County reserves the right to renew all or any part of this contract for up to two (2) twelve-month periods if agreeable by all parties and by resolution by the County Board of Supervisors.

PRICE ADJUSTMENTS:

Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the County Board of Supervisors may any of the contract pricing be changed for any reason without prior written approval by the County. The vendor may request a price adjustment after the first six months of a contract term. However, the vendor may only make one such request per contract term. If a price adjustment request is made, the vendor shall give the County a minimum of thirty-(30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index Table 4 for all items as calculated by the County Purchasing Department. Should the County deem the requested adjustment unacceptable, the County reserves the right to terminate the contract in accordance with the terms of this bid and seek pricing from whatever sources legally available. (See also, "Quarterly Fuel Price Adjustments" for County initiated price adjustments)

FUEL SURCHARGES:

The County will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the County in the solicitation or contract. Any fuel charges added and not authorized by the County will be deleted from any payments made to the vendor.

TAX ON MATERIALS:

In regard to any taxes applicable to a contract resulting from this bid, please acquire a copy of form ST-120.1 from the NYS Department of Taxation and Finance and follow accordingly.

COMPLIANCE:

The vendor expressly understands and agrees that it is and shall in all respects be considered an independent contractor. The vendor, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the vendor in the performance of a contract resulting from this bid, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. Further, vendor, by virtue of his/her independent contractor status,

shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this bid, and agrees if the County were to be assessed a penalty related to this bid that vendor will defend and indemnify the County for any said penalty or related penalty.

PROGRESS:

The vendor shall issue progress reports to the County as the County may direct and shall immediately inform the County in writing of any cause for delay in the performance of a contract resulting from this bid.

INDEPENDENCE:

The vendor expressly understands and agrees that it is and shall in all respects be considered an independent vendor. The vendor, its employees, partners, associates, subcontractors, subconsultants, and any others employed or retained by the vendor in the performance of a contract resulting from this bid, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit.

NON-DISCRIMINATION:

The vendor expressly agrees that:

(a) in the hiring of employees for the performance of a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and

(b) neither the vendor, any subcontractor, nor any person acting on behalf of such vendor or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(c) in the course of performance of work under a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf shall, in any manner, harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(d) that there may be deducted from the amount payable to the vendor by the County under any contract resulting from this bid a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

(e) that any contract resulting from this bid may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section.

NO CONFLICT:

The vendor agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The vendor further agrees that, in the performance of a contract resulting from this bid, no person having any such interest shall be employed by it.

The vendor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the vendor to solicit or secure a contract resulting from this bid, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the vendor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making a contract resulting from this bid. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its

discretion, to terminate a contract resulting from this bid without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

RECORDS:

All original records compiled by the vendor in performing under a contract resulting from this bid, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications, and all similar recorded data, shall become and remain the property of the County. The vendor may retain copies of such records for its own use.

INSURANCE:

Failure to secure and maintain the required insurances contained in Schedule "B," which is attached hereto and made a part hereof, is a material breach of any contract(s) awarded as a result of this bid. Vendor shall reimburse the County for any funds expended by the County that would have been paid by Vendor's insurance carrier under any required insurance. Should vendor's required insurance be cancelled or lapse in any way, vendor shall submit the insurer's notice of cancellation or lapse to the County within two business days of receipt.

DEFENSE AND INDEMNIFICATION:

The vendor agrees to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the vendor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Sub-paragraph "(a)" above and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the vendor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

These defense and indemnification obligations shall survive the expiration or termination of any contract resulting from this bid, whether occasioned by the contract's expiration or earlier termination.

TERMINATION:

The County, upon ten (10) calendar days' notice to the vendor, may terminate any contract(s) resulting from this bid in whole or in part when the County deems it to be in its best interest, whether with or without cause. In such event, the vendor shall be compensated and the County shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded as a result of this bid up to the effective date of termination.

In the event of a dispute as to the value of services rendered by the vendor prior to the effective date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the vendor. Such reasonable and good faith determination shall be accepted by the vendor as final.

Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the County option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the County Attorney, the vendor agrees to remove the equipment and refund the County a prorated amount as follows: the percentage of time the equipment ran as advertised, as documented by the

County, in comparison to the manufacturers guarantee shall be calculated and that percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the County. No finance or any other charges shall be assessed to or by either party.

In the event the County determines that there has been a material breach by the vendor of any of the terms of any contract(s) awarded as a result of this bid and such breach remains uncured for five (5) days after service on the vendor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate any contract(s) awarded as a result of this bid and the County shall have the right, power and authority to complete that which is required by the contract awarded as a result of this bid, and any additional expense or cost of such completion shall be charged to and paid by the vendor. Service of notice hereunder shall be effective on the date of mailing.

JUDGMENTS/LEGAL FINDINGS:

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company, its executives or any other person that will be employed in any fashion as a part of this contract, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to legally complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

PREVAILING WAGES:

All vendors submitting bids agree to conform to all New York State ("NYS") and federal Department of Labor and prevailing wage laws. The County has applied for and has received all PRC numbers for this project, which, if applicable, have been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this bid. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <http://www.labor.ny.gov/workerprotection/publicwork/pwratesch.shtm> or for questions regarding federal labor rates and policy questions call 1-866-487-2365.

The County will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by NYS law to receive said rates in the course of doing work for the County. No payments will be made to any vendor covered under a contract resulting from this bid prior to the vendor supplying the County with certified payrolls in accordance with NYS Department of Labor regulations. The vendor agrees to verify all rates with the NYS Department of Labor prior to submitting a proposal and prior to doing any work for the County as well as to establish which of the those workers involved in any part of a contract for the County are required by law to receive said rates.

Corporations and partnerships submitting proposals are hereby informed that ALL personnel involved in the performance of a contract resulting from this bid must be paid the prevailing rate or above in accordance with the current NYS labor laws in effect during the course of performance. This includes all owners, partners and other management and other employees as required.

If there are federal funds involved in a contract resulting from this bid, it is the responsibility of the vendor to comply with the higher of the two prevailing wage schedules listed above.

NOTES:

Vendors currently on the NYS Department of Labor Debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is representing to the County that they are currently in good standing with the NYS Department of Labor at the time of the bid submission.

In accordance with chapter 282 of NYS Labor Law 220-h for all public works projects of \$250,000.00 or more, prior to performing any work relating to said project every worker covered under any contract relating to said project shall have completed an Occupational Safety and Health Administration ("OSHA") 10 safety training course. As proof of completion of the training course each contractor and subcontractor must attach a copy of proof of completion of the OSHA 10 course to the first payroll submitted to the County and on each succeeding payroll where any new or additional employee is first listed. For further information or acceptable types of proof contact the NYS Department of Labor at the number listed above or at (518) 485-5696

IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder/contractor (or any assignee) certifies that it is not on the list of "Entities determined to be non-responsive bidders/offers pursuant to The New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted on the New York State Office of General Services ("OGS") website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on any contract(s) awarded as a result of this bid any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/contractor is advised that should it seek to renew or extend any contract(s) awarded as a result of this bid, it must provide the same certification at the time the contract is renewed or extended.

During the term of any contract(s) awarded as a result of this bid, should the County receive information that a person (as defined in New York State Finance Law Section 165-a) is in violation of the above-referenced certifications, the County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that he/she has ceased its engagement in the investment activity which is in violation of The New York State Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action(s) as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the bidder/contractor in default.

The County 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.

SUBSTITUTE OR "OR EQUAL" ITEMS:

A Contract, if awarded, may be on the basis of materials and equipment as described in the Drawings, and Bid Specifications, and "or equal" items submitted by the bidder and accepted by the County.

The bidder may offer "or equal" items that meet the same performance and reliability standards as specified herein. If the bidder offers an "or equal" item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation of award, shall be at the bidders expense.

If a submitted "or equal" item is rejected, the bidders shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. However, if the County determines that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the County other alternatives or to offer the original equipment specified by the County. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the

County nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of bids.

The decision to accept or reject an "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County, the bid will be deemed non-responsive and the County shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

NON-APPROPRIATIONS CLAUSE:

In accordance with the GML, the County will not be liable for any purchases or contracts for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the County Board of Supervisors is not in and of itself a binding contract with the County. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a direct result of the cancellation. See Bid Form for further notes.

NON-ASSIGNMENT:

In accordance with GML Section 109, at no time during the duration of any contract(s) resulting from this bid, shall the successful vendor be allowed to assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation any portion of the contract to a third party without the prior express written approval of the County Board of Supervisors.

EMPLOYEE VERIFICATION REQUIREMENTS:

All vendors and all municipal entities included under any contract(s) resulting from an award of this bid are required to comply with all current state, federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply the County with certified copies of U.S. Citizenship and Immigration Services Form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendor's home office and are available online at <http://www.uscis.gov/files/form/i-9.pdf> . By submitting a bid for consideration by the County, the vendor acknowledges that it has complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

MISCELLANEOUS:

If any provision of a contract resulting from this bid is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of the contract resulting from this bid. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible. Each and every provision of law and clause required by law to be inserted in a contract resulting from this bid shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law. Any contract resulting from this bid shall be construed and enforced in accordance with the laws of the State of New York.

BID FORM RESPONSES:

When filling out the Bid Form, be certain that:

1. All blanks are filled in with the requested information.

2. All forms are signed in blue or other non-black ink.
3. All areas requiring a price are to be filled in as follows:
 - Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item);
 - The words “No Bid” if you are not interested in or unable to perform any particular portion for the bid;
 - All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a “no bid” by the County and shall make the vendor non-responsive for that particular item (s). No exceptions shall be made in this case.

**BID SPECIFICATIONS SUBMITTED BY: County Purchasing
County Department of Public Works**

Schedule "B" Insurance Requirements

- I. All bid and quote responses shall include (1) proof of Workers Compensation insurance, (2) proof of Disability insurance and (3) proof of Liability insurance/auto/professional insurance supplied on an ACORD Certificate. Failure to do so may deem the vendor non-responsive.

- II. CERTIFICATES OF INSURANCE
 - A. All insurance ACORD certificates shall name the County of Ontario (the "County") as an "additional insured."
 - B. "Certificate Holder" shall be made out to the "County of Ontario, 20 Ontario Street St, Canandaigua, NY 14424."
 - C. Coverage must comply with all specifications of the contract.
 - D. All insurance ACORD certificates shall be executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York.
 - E. The certificate must indicate that prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the County of Ontario and the County Department requesting this Certificate, before such change shall be effective.

- III. The vendor shall supply an ACORD Certificate of Insurance for vendor classification A. The following two pages are a sample of the required Insurance ACORD and details of the required forms for Workers' Compensation and Disability according to Sections 57 and 220 subd. 8 of the Workers' Compensation Law. **The ACORD Certificate, Workers' Compensation certificate and Disability certificate must all be on file with the County before any contracts/awards can be approved by the County Board of Supervisors and must be kept current for any payments to be made.**

- IV. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the following standards.

SAMPLE ACORD -Classification A
Construction and Maintenance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (Name of Agent)	CONTACT NAME:	
	PHONE (A/C, Ho., Ext.):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED (Contractor)	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Company	
	INSURER B: Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. INSUR. INSR. YWQ	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	(Policy Number)	(Date)	(Date)	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		(Policy Number)	(Date)	(Date)	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NY) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under SPECIAL PROVISIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contractor/Consultant services provided as per contract with Ontario County

CERTIFICATE HOLDER **CANCELLATION**

Ontario County-Purchasing 20 Ontario Street Canandaigua, NY 14424	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, <https://www.businessexpress.ny.gov/>. Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)}. Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form C-105.2, *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or
C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) DB-120.1, *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) DB-155, *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>

PREVAILING WAGE SCHEDULE

FOR ARTICLE 8 PUBLIC WORK PROJECT

Location: Various County Highways

Project Type: Manhole Rehabilitation

PRC#: 2022012396

Effective dates of schedule provided by NYS DOL: July 2022 through June 2023.

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website @ www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at the proper location on the website.

For policy or rate questions call the NYS Department of Labor at (585) 258-4505. If you do not have internet access, you may contact the Ontario County Purchasing Department at (585) 396-4442 to request a copy of the prevailing rate schedule provided for this project.

Please reference the topic of “Prevailing Wages” in the General Information section of this document.

SPECIFICATIONS FOR MANHOLE REHABILITATION SERVICES

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1.0 GENERAL

General categories of manhole rehabilitation technologies are included in these specifications. In some cases multiple technologies will be required to totally rehabilitate the manhole structure. Products and technologies are generally referred to herein as Rehabilitation Component Systems (SYSTEMS) and include the following:

1. Chemical Grouting – Generally used when the existing manhole is structurally sound but has leakage or I&I problems. Grout types and longevity in different soil conditions must be verified through the grout manufacturer.
2. Cementitious Manhole Restoration – Cementitious materials can be Portland Cement, Microsilica enhanced, Calcium Aluminate, or Geopolymer based. The Geopolymer, Calcium Aluminates and Microsilica cements typically have a higher resistance to corrosion and typically attain high structural strength after curing which facilitates top-coating in a relatively short period of time. Standard Portland cements typically require a 28 day cure before top coating. Cementitious materials can be troweled, sprayed, spun cast or poured in place. This type of technology is generally used for structural reconstruction, elimination of I&I and prevention against low levels of corrosion. In some cases, cementitious materials are used as a base coating to level or smooth out the existing structure surface before applying a polymer top coat.
3. Polymer Systems (Epoxy, Polyurethane, Polyurea Coatings) – Generally used for corrosion protection and to eliminate I&I. Epoxies and urethanes can have structural benefit when applied sufficiently thick. When applying multiple components to rehabilitate a manhole it is extremely important that all components are compatible with each other and each is properly cured and prepared before the application of the next product. Application of polymers on new manhole and concrete structures requires specific attention to off-gassing of the concrete causing unwanted pin-holing in the material during and immediately after application. As a general rule, cured concrete will off-gas air when the structure temperature is rising and will inhale when the concrete temperature drops. New or green concrete typically off-gasses almost continually and often requires penetrating primers to densify the surface prior to coating application. The Manufacturer of each system should be contacted to determine what the effect off-gassing has on the product and the best procedures for the application of polymers directly onto new concrete structures. The Vendor should be experienced in coating both new and old concrete structures.
4. Chimney Seals – Used for defects in the adjustable portion of the manhole. Seals can be an externally applied cementitious or internally applied polymer product.
5. Manhole Adjustment – Used to raise or lower the elevation of the manhole frame. Requires cutting the existing pavement or ground around the frame, positioning and supporting the frame at the correct height with the specified materials.

REFERENCES

NASSCO Manhole Assessment Certification Program (MACP) - A certification program administered by NASSCO to train manhole inspection personnel on the standard coding of defects found in the manhole structure.

Latest NASSCO Performance Specification Guideline for Manhole Rehabilitation

- A. These Specifications include the minimum requirements for the rehabilitation of manholes.
- B. The rehabilitation of manholes shall be accomplished by the application or installation of rehabilitation components either individually or together. These may include grouts, protective coatings and linings that, when installed, shall protect the manhole structure, seal it from I&I, rebuild it structurally (if needed) and provide chemical resistance for the length of time specified. Several manhole components such as frames, covers and steps will typically be replaced rather than rehabilitated. The Vendor is responsible for the accurate and complete installation, and warranty of each manhole Rehabilitation Component System (SYSTEM) specified by the Purchasing agency.
- C. The manhole SYSTEMS installed shall cause no adverse effects to any of the Purchasing agency's processes or facilities either during or after application. The use of the product, by the Vendor, shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Vendor shall notify the Purchasing agency and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Vendor shall cleanup, restore existing surface conditions and structures, and repair any of the manhole SYSTEMS installed and determined to be defective. The Vendor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property purchasing agency or tenants.
- D. The prices submitted by the Vendor, shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and applying, complete in place, manhole SYSTEMS, in accordance with these specifications. All items of work not specifically mentioned herein which are required to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum and unit prices bid on the Bid Form. These Specifications include the minimum requirements for the rehabilitation of manholes defined herein.

1.1 DESCRIPTION OF WORK AND PRODUCT DELIVERY

- A. These Specifications cover all work necessary to furnish and install protective manhole SYSTEMS. The Vendor shall deliver a finished product(s) including all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning equipment, product installation, all quality controls and samples for performance of required material tests, final inspection and warranty work, all as specified in these documents.
- B. The SYSTEMS furnished shall be complete integrated and compatible systems including all materials, manufacturer's recommended equipment and manufacturer's installation procedures. The SYSTEM manufacturer shall submit to the Purchasing agency, with its bid, all required product information to obtain SYSTEM pre-approval status. Those SYSTEMS that have been pre-approved will not need to be re-submitted as required in the submittal section of these specifications unless any of the system components have changed from those pre-approved by the Purchasing agency. All other component products will be required to meet the submittal requirements as contained herein.
- C. The SYSTEMS installed shall be free of all defects that will affect the design and service life and operation of the manhole.
- D. The SYSTEMS installed shall eliminate water leakage into the manhole and prevent water or vapors to leak out of the manhole through pin-holes or other defects. If leakage occurs either in or out of the manhole the Vendor shall seal these areas to stop all leakage using a material compatible with the SYSTEM applied and as specified by the manufacturer. If leakage occurs through any SYSTEM applied to the manhole, the SYSTEM shall be repaired or removed as recommended by the manufacturer. All repair materials shall have the same estimated life expectancy as the SYSTEM installed. Final approval of the SYSTEMS installation will be based on meeting the acceptance test requirements for each SYSTEM applied/installed.
- E. The SYSTEMS (applied to the intended structure) shall be designed against corrosion and typical chemicals found in domestic sewage, unless otherwise specified in the detailed section of the documents. The manufacturer of the SYSTEMS shall provide testing data that supports their SYSTEM's design and service life.
- F. SYSTEMS may be designed to rehabilitate the existing manhole against corrosion, I&I, structural build-back, or a combination of the three. In certain cases the preparation, certification and submission of design calculations by a registered professional engineer is required for manhole replacement and rehabilitation technologies. All design must be supported by third party testing and documentation for the exact product that is being submitted.

1. A manhole is specified to be structurally replaced, being able to sustain all earth, hydrostatic and dynamic loading without support by the existing structure. Certification and submission of design calculations by a registered professional engineer is required.
 2. A manhole is specified to be structurally rebuilt, with build-back materials, or rehabilitated to sustain hydrostatic loading by groundwater. Certification and submission of design calculations by a registered professional engineer is required.
 3. A manhole is specified to receive a corrosion protective coating sufficiently thick to totally protect the existing host structure from further corrosion, deterioration and water vapor transmission. Certification and submission of design calculations by a registered engineer may be required.
 4. A manhole is specified to receive a coating to renew mortar or other deteriorated components of a manhole but has no specified longevity or corrosion resistance requirement. The manufacture's third party testing will be acceptable for application suitability.
 5. A manhole is specified to receive patch repair materials for portions of the manhole. The manufacture's third party testing will be acceptable for application suitability.
- G. All manhole steps shall be removed prior to a coating or lining application.
- H. Flow from existing active service connections entering the manhole shall be maintained or bypassed if the flow will affect proper SYSTEM application/installation.
- I. All component materials furnished, as part of this bid shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirements of this bid.
- J. Testing shall be executed by the purchasing agency or by the Vendor in the presence of the purchasing agency. Warranty inspections shall be executed by the Purchasing agency or its representative. Any defects found shall be repaired or replaced by the Vendor.
- K. The Vendor shall furnish all samples for product testing as required in the documents. The Purchasing agency shall take possession of the samples for testing and shall maintain a chain of custody, deliver the samples and pay an approved laboratory for all material and product testing performed under this bid.
- L. Compensation for all work required for providing test samples shall be included in the various SYSTEM items contained in the Bid Proposal.

1.2 SCOPE OF WORK INCLUDED

- A. A detailed description of each SYSTEM included in the bid, complete with estimated or minimum quantities.

1.3 PERFORMANCE WORK STATEMENT (PWS) SUBMITTAL

- A. The Vendor shall submit, to the Purchasing agency, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the proposed manhole SYSTEMS delivery in conformance with the requirements of these documents. Unless directed otherwise by the Purchasing agency, the PWS shall at a minimum contain the following:
 - B. Clearly indicate that the SYSTEMS will conform to the project requirements as outlined in the Description of Work, Scope of Work Included and as further delineated in these documents.
 - C. Where the scope of work is specifically delineated in the documents, a detailed installation plan describing all preparation work, cleaning operations, pre-inspections, sewage flow maintenance, traffic control, installation procedure, method of curing, quality control, testing to be performed, final inspection, warranties furnished and all else necessary and appropriate for a complete SYSTEMS application/installation, shall be submitted.
 - D. A detailed installation schedule shall be prepared, submitted and conform to the requirements of these documents.
 - E. The manufacturer's description of the SYSTEM materials is to be furnished for the project. Material descriptions shall be sufficiently detailed in the submittals to verify conformance to these specifications and/or shall conform to the pre-approved SYSTEM submission.
 - F. The Vendor's experience for each type of rehabilitation component shall be as more specifically delineated in the detailed specifications. The name and experience of each lead individual performing work on this bid, for each component, shall be submitted with the PWS. If personnel are substituted after submittal of the PWS, the name and experience of the individual shall be submitted to the Purchasing agency for approval before starting any work.
 - H. Engineering design calculations may be requested for verification of structural design submittals. These calculations shall be in accordance with the applicable ASTM or industry standard for each structural design component/system to be installed. These calculations shall be performed and certified by a registered Engineer.

- I. Information on the SYSTEMS and all tools and equipment required for a complete application/installation, shall be submitted. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. The Vendor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.
- J. A detailed description of the Vendor's proposed procedures for cleaning and preparing the manhole structure, prior to applying/installing the SYSTEM shall be submitted as part of the PWS. The Vendor will describe in detail what substrate testing will be performed by the Vendor to verify acceptability of the SYSTEM material to be applied.
- K. Compensation for all work required for the SYSTEM submittal of the PWS shall be included in the Mobilization Item contained in the Bid Proposal.

1.4 SUBMITTALS

- A. Product data submittals required for all rehabilitation SYSTEMS proposed for installation under this bid shall include:
 - 1. SYSTEM material type and manufacturer to be used including: catalog data sheets, ASTM references, material composition, manufacturers recommended specifications, component physical properties and chemical resistance. (PWS)
 - 2. Manufacturer's detailed description of the recommended procedures for handling and storing materials including a proposed method for monitoring temperatures of the storage location, if applicable to the specific SYSTEM material. (PWS)
 - 3. Manufacturers detailed description of the recommended material installation/application process including mixing, additives, set time, cure time (return to service) and all equipment required for quality product delivery. (PWS)
 - 4. Technical data sheet describing each rehabilitation component to be applied/installed, stating the expected longevity of the component in a wastewater environment. Data shall be based on independent third party tests. (PWS)
 - 5. Manufacturer's detailed description of all required field testing processes and procedures. (PWS)
 - 6. Copies of independent testing performed on the rehabilitation component, indicating that the product meets the requirements as specified in these documents and the manufacturers design. (PWS)
 - 7. Technical data sheet and project specific data for manhole repair materials to be used in conjunction with each rehabilitation component(s) including application cure time and surface preparation procedures. (PWS)
 - 8. Certification that backup installation equipment is available on the job site or can be delivered to the job site by the morning of the next business day. (PWS)
 - 9. Shipping information including: (Jobsite)
 - a. Shipped item, including manufacturer, stock and lot number
 - b. Date shipped including origination and delivery locations

- c. Shipping method and carrier
 - d. All shipping, storage and safety requirements including MSDS documents
 - e. Date delivered to project site including name and signature of receiver
10. By-Pass Pumping Plan if applicable to the SYSTEMS being installed. (PWS)
 11. Traffic Control plan, if applicable for the SYSTEMS being installed.
 12. Certified statement, from the manufacturer, that the Vendor/installer is an approved installer of the SYSTEM with certificates of completed training for each crew member involved in each rehabilitation component. This requirement shall comply with the specific SYSTEM requirements specified in the documents. (PWS)
 13. For each manhole rehabilitation a complete and accurate record of all SYSTEMS installed/applied shall be prepared by the Vendor. The record shall include identifying manhole number, location, quantities of rehabilitation components installed.
 14. Submittal of all quality assurance documentation and test reports for SYSTEMS installed. (After Rehabilitation Completion)
 15. Compensation for all work required for product submittals and the submittal of a By-Pass Pumping Plan and a Traffic Control Plan shall be included in the Mobilization Item contained in the Bid Proposal.
 16. Refer to section 1.1.F for design requirements.

1.5 QUALITY CONTROL PLAN (QCP)

- A. A detailed quality assurance plan (QCP) shall be submitted to the Purchasing agency that fully represents and conforms to the quality control requirements of these specifications. At a minimum the QCP shall include the following:
 - B. A detailed description of the proposed quality controls to be performed by the Vendor.
 - C. Defined responsibilities, of each of the Vendor's personnel, for assuring that all quality control requirements, for this bid, are met. These shall be assigned, by the Vendor, to his specific personnel.
 - D. Proposed procedures for quality control, product sampling and testing shall be defined.
 - E. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form as applicable.
 - F. A scheduled performance and product test result reviews between the Vendor and the Purchasing agency at a scheduled job meeting.

- G. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this bid and submitted with the QCP.
- H. The SYSTEM manufacturer shall furnish a check list containing key elements of the SYSTEM criteria, represented in the QCP, for the Purchasing agency's representative to ensure that quality control and testing requirements are performed in accordance with the documents.
- I. Proposed methods and procedures for SYSTEM repair or replacement, (as defined in Section 1.6) in the event of product defects or total failure.

1.6 SYSTEM REPAIR/REPLACEMENT

- A. Due to mechanical damage or defects in application, SYSTEMS will occasionally need to be repaired or a portion of the installed product will need to be replaced. The Manufacturer shall outline specific repair or replacement procedures for potential issues that may occur during the application of the SYSTEM. Repair/replacement procedures shall be as recommended by the SYSTEM Manufacturer and shall be submitted as part of the PWS.
- B. Issues, that may not affect the operation and long term life of the product, shall be identified and defined by the Manufacturer.
- C. Repairable issues that may occur in the SYSTEM shall be specifically based on Manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the estimated life cycle of the component and requirements of these specifications.
- D. Un-repairable issues that may occur in the SYSTEM shall be clearly defined based on the Manufacturer's recommendations. The Vendor together with the manufacturer shall define the best recommended procedure for the total removal and replacement of the SYSTEM.
- E. The Vendor shall receive no additional compensation for the repair or replacement of SYSTEMS deemed non-conforming to the requirements of these documents and unacceptable by the Purchasing agency.

1.7 REFERENCES

- A. ASTM and other applicable standard documents, that are listed in the detailed specifications, are made a part of these specifications by reference to the extent stated herein and shall be the latest edition thereof. Where there are differences between codes, standards and these specifications, these specifications shall govern.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Rehabilitation component materials are to be kept dry, protected from weather and stored under cover and in accordance with manufacturer's recommendations.
- B. Polymer and Cementitious protective coating materials are to be stored at temperatures as recommended by the manufacturer and handled according to their material safety data sheets. Do not store near flame, heat or strong oxidants.
- C. Compensation for inspector training shall be at the number of days specified and the unit price Bid in the Proposal.

1.9 SAFETY

- A. The Vendor shall conform to all work safety requirements of pertinent regulatory agencies and shall secure the site for working conditions in compliance with the same. The Vendor shall erect such signs and other devices as are necessary for the safety of the work site.
- B. The Vendor shall perform all of the Work in accordance with applicable OSHA safety standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for manhole rehabilitation components. Confined space, defined as any space having one or more of the following characteristics:
 - 1. Limited openings for entry and exit.
 - 2. Unfavorable natural ventilation.
 - 3. Not designed for continuous worker occupancy.
- C. The Vendor shall have on the job site at all times at a minimum the following safety equipment:
 - 1. Gas monitor capable of testing and detecting for combustible gas, oxygen deficiency and hydrogen sulfide.
 - 2. Confined space access and retrieval winch system.
 - 3. Ventilating fans with large diameter ventilating hose.
 - 4. Supplied air respirator, MSHA/NIOSH approved type.
 - 5. Safety harness and life lines.
 - 6. Other equipment as may be required for a specific project.
 - 7. All equipment to be available for use, in sufficient quantity, by the Vendor, Engineer and Purchasing agency for the duration of the project.
- D. All entries into or work within confined spaces shall be conducted in accordance with the U.S. Department of Health and Human Services/National Institute for Occupational Safety and Health [DHHS (NIOSH)] Publication No. 87-113, A Guide to Safety in Confined Spaces.

- E. The Vendor shall submit a proposed Safety Plan to the Purchasing agency, as part of the PWS and prior to beginning any work, identifying all competent persons, equipment and operating procedures. The plan shall include a description of a daily safety program and daily safety meeting for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Vendor's submitted Safety Plan.
- F. Compensation for all work required for the submittal of the Safety Plan shall be included in the Lump Sum item for Mobilization contained in the Bid Proposal.

1.10 WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The manufacturer shall warrant the SYSTEM to be free from defects in raw materials for one (1) year after installation or from the date of acceptance by the Purchasing agency, whichever is later. The Vendor shall warrant the installation of the rehabilitation component for a period of one (1) year. During the one (1) year warranty period if the rehabilitation component, fails, delaminates, peels or shows any defect, which may materially affect the integrity, strength, function and/or operation of the manhole structure, it shall be immediately repaired at the Vendor's expense in accordance with procedures included in Section 1.6 Rehabilitation Component Repair/Replacement.
- B. After a manhole has been renewed and for a period of time up to one (1) year following completion and final acceptance of the project, the Purchasing agency may inspect all or portions of the renewed manholes. The specific locations will be selected at random by the Purchasing agency and will include all types of structures from this project.
- C. If any of the rehabilitation components have developed defects since the time of "Quality Assurance and Testing," the defects shall be repaired and/or the component shall be replaced as defined in Section 1.6 Rehabilitation Component System (SYSTEM) Repair/Replacement. Purchasing agency may inspect all manholes where SYSTEMS have been applied/installed under this bid.
- D. All verified defects shall be repaired and/or replaced by the Vendor and shall be performed in accordance with Section 1.6 Rehabilitation Component System Repair/Replacement and per the original specifications, all at no additional cost to the Purchasing agency.

1.11 WARRANTY INSPECTIONS

- A. Visual inspection to determine integrity of SYSTEM materials and water-tightness will be conducted within 3 months before the expiration of the guarantee period.

- B. If possible, inspection should be performed in the spring during high groundwater and frequent rainfall events.
- C. The Purchasing agency shall perform, at its own cost, warranty inspections with its own personnel or personnel independent of the installation Vendor.
- D. All of manholes rehabilitated shall be inspected by the Purchasing agency.
 - 1. No infiltration or inflow shall be visible in the rehabilitated manhole.
 - 2. If any SYSTEM fails the warranty inspection, the Purchasing agency shall inspect all SYSTEMS installed in the bid, together with Vendor.

2.0 MATERIAL REQUIREMENTS

- A. The SYSTEMS defined herein include those identified as commercially accepted methods for manhole rehabilitation. Methods or products not defined herein must be pre-approved by the Purchasing agency before use on this project under these specifications.
- B. The furnishing of all materials and work shall be the responsibility of, and paid for by the VENDOR, with the exception of manhole frames and covers. Frames and covers will be supplied by the Purchasing agency. Frames and covers will be located at a storage site specified by the purchasing agency and will be the Vendor's responsibility to pick them up at that location.
- C. The VENDOR will be reimbursed by the PURCHASING AGENCY for the following materials: Precast concrete manhole structures. The VENDOR shall be reimbursed at COST without VENDOR markup. The VENDOR shall provide written quotes for materials to be incorporated into the Project for the PURCHASING AGENCY'S review and approval prior to purchasing materials.

2.1 CHEMICAL GROUTS

A. REFERENCES

ASTM F2414-03 Standard Practice for Sealing Sewer Manholes Using Chemical Grouting

B. CHEMICAL GROUT TYPES

1. The Vendor shall specifically define the type of chemical grout that will be furnished for the project. Depending on the specific application either Acrylic or Acrylate Based Grout or Urethane Based Grout shall be furnished. The type of grout to be used shall be in accordance with the manufacturer's recommendation for the specific application area of the project.
2. Vendor shall deliver materials to job site in undamaged, unopened containers bearing manufacturer's original labels. Materials used as chemical grout shall be transported, stored, mixed and applied in manner prescribed by the manufacturer of the specified materials, as detailed in published data provided by manufacturer.

C. MATERIALS

1. Vendor shall provide a chemical sealant solution containing principal chemical sealant constituent, initiator (trigger) and catalyst specifically recommended for the purpose of sealing leaks in manholes. Chemical sealant constituent, initiator (trigger) and catalyst shall be compatible when mixed. Solution shall have ability to tolerate dilution and react in moving water. After final reaction, it shall be a stiff, impermeable, yet flexible gel. The grout proportions shall be such that dilute aqueous solutions, when properly catalyzed will form stiff gels. Materials provided shall gel in a predetermined time period when exposed to normal

groundwater pH ranges, and be capable of formula adjustments to compensate for changing conditions. Final reaction shall produce a continuous, irreversible, impermeable stiff Gel and shall not be rigid or brittle.

2. The grout shall exhibit the following properties:
 - a. Controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established so that adequate grout travel is achieved.
 - b. Resistance to chemicals, to most organic solvents, mild acids and alkali.
 - c. The grout shall be non-toxic in its cured form.
 - d. Sealing material shall not become rigid or brittle when subjected to a dry environment. The material shall be able to withstand freeze/thaw and moving load conditions as verified by third party testing.
3. The Vendor shall identify the type of grout and additives used on the bid and furnish references of successful use in similar applications. The Vendor shall select the choice of materials based on chemical and physical properties and expected performance for the requirements of the documents.
4. Grout conditions may be adjusted for catalyzing the reaction, inhibiting the reaction, lowering the freezing temperature the grout solution, adding fillers, providing strength or for inhibiting root growth according to the instructions of the grout manufacturer and in the specified quantities as recommended by the grout manufacturer.

D. MIXING & HANDLING

1. Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be done in such a manner as to minimize any hazard to personnel and shall be in accordance with the manufacturer's recommendations. It is the responsibility of the Vendor to provide appropriate protective measures to ensure that chemicals are handled only by trained and authorized personnel. All equipment used to install the grout shall be as recommended by the manufacturer and only personnel thoroughly familiar with all aspects of the grouting material and meeting the qualification requirements specified herein, shall perform the actual grouting operation.

2.2 CEMENTITIOUS MANHOLE RESTORATION

A. REFERENCES

ASTM F2551 - Standard Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer Manholes

ASTM C150 - Standard Specification for Portland Cement Type I

ASTM C33-86 - Standard Specification for Concrete Aggregates

ASTM C78 - Standard Test Method for Flexural Strength of Concrete; Using Simple Beam with Third Point Loading

ASTM C109/C109M-05 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)

ASTM C157/C157M-06 - Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete

ASTM C267 - Test Methods for Chemical Resistance of Mortars, Grouts and Monolithic Surfacing and Polymer Concretes

ASTM C293-02 - Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)

ASTM C309 - Specification for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C321-00(2005) - Standard Test Method for Bond Strength of Chemical-Resistant Mortars

ASTM C348-02 - Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars

ASTM C494-86 - Standard Specification for Chemical Admixtures for Concrete

ASTM C496/C496M-04e1 - Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens

ASTM C666/C666M-03 - Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing

ASTM C882-05 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear

B. GENERAL

1. The Vendor shall provide a cementitious restoration material designed for structural build-back, I&I abatement, corrosion resistance, and repairing inverts to design requirements. All materials applied to a structure shall be compatible, as specified by the manufacturer.

C. MANHOLE REPAIR MATERIALS

1. Infiltration Control – Cementitious Material
 - a. All fast setting materials furnished shall be designed specifically for leak control, to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in manholes or related structures, in accordance with the manufacturer's recommendations.
2. Infiltration Control - Oakum Water Plugs
 - a. Rapid setting, oil free oakum and hydrophilic grout to seal active water leaks

prior to applying other SYSTEMS

- b. Oil-free oakum meeting Federal Specification HH-P-117
- c. Two-part urethane resin

3. Invert Repair and Patching

- a. All material furnished, by the Vendor, shall be designed to fill large voids in manhole walls and to repair or reconstruct inverts where no hydrostatic pressure exists. Material shall consist of rapid setting cements, mono-crystalline quartz aggregates, and various accelerating agents. Material shall not contain chlorides or metallic particles and shall be applied in accordance with the manufacturer's recommendations.
- b. Repair and Patching Materials shall have its bond strength tested to substrate failure according to ASTM C952 and be compatible with all other material components applied to the manhole.

4. BENCH-FORMING AND REPAIR MATERIALS

- a. Concrete shall be Type V, in accordance with the manufacturer's recommendations.
- b. Leak repair material as recommended by the manufacturer.

5. Grouting mix:

- a. For stopping severe infiltration, the Vendor shall provide a polymer solution that reacts freely with water to form a strong film, gel, or foam of polyurethane. See specification section 2.1 Grouts.

6. Cementitious Coating Restoration Materials for manhole walls, channels, corbels, chimneys and benches. The Vendor shall install cementitious restoration materials that shall be specifically designed for the rehabilitation of manholes and other related wastewater structures. Liner materials shall be cement based, poly-fiber reinforced, shrinkage compensated, and enhanced with chemical admixtures and siliceous aggregates. Liner materials shall be mixed with water per manufacturer's written specifications and applied using equipment specifically designed for, troweling, low-pressure spray or centrifugal spin casting application. All cementitious liners shall be troweled to densify and smooth out the surfaces.

- 7. Refer to section 1.1.F for design requirements.

2.3 POLYMER SYSTEMS

A. REFERENCES

ASTM D543 - Resistance of Plastics to Chemical Reagents

ASTM D638 - Tensile Properties of Plastics

ASTM D695 - Compressive Properties of Rigid Plastics

ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics

ASTM D2240 - Standard Test Method for Rubber Property Durometer Hardness

ASTM D2344/D2344M-00(2006) - Standard Test Method for Short-Beam Strength of Polymer Matrix Composite Materials and Their Laminates

ASTM D3039/D3039M-00(2006) - Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials

ASTM D4060 - Method for Abrasion Resistance of Organic Coatings by the Taber Abrader

ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages

ASTM D7234 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.

SSPC SP-13/NACE No. 6 – Surface Preparation of Concrete

NACE SP0188 - For performing holiday detection

CIGMAT – Evaluation of Liner System for Wastewater Concrete and Clay Brick Facilities

ASTM G210 - Severe Wastewater Analysis Test

B. EXISTING SUBSTRATE PREPARATION

1. Standard Portland cement or new concrete (not quick setting high strength cement) must cure a minimum of 28 days prior to application of the coating product(s).
2. Remove existing coatings prior to application of the SYSTEM which may affect the performance and adhesion of the SYSTEM.
3. Thoroughly clean, removing all laitance and prepare existing products to effect a mechanical bond with the SYSTEM.
4. Manufacturer shall recommend specific methods for surface preparation.

C. REPAIR AND RESURFACING PRODUCTS

1. Repair products shall be used to fill voids, bug holes, and/or smooth transitions between components prior to the installation of the SYSTEM. Repair materials must be properly cured and must be compatible with the SYSTEM and shall be used and applied in accordance with the manufacturer's recommended requirements.
2. Resurfacing products shall be used to fill large voids, lost mortar in masonry structures, smooth deteriorated surfaces and to rebuild severely deteriorated structures.
3. The following products may be accepted and approved as compatible repair and resurfacing products for use within the specifications:

- a. 100% solids, solvent-free polymer grout specifically formulated for epoxy polymer top coating compatibility.
- b. Factory blended, rapid setting, high early strength, fiber reinforced, non-shrink repair mortar that can be troweled or pneumatically spray applied maybe approved if specifically formulated to be suitable for polymer top coating with the specified polymer product. The length of resurfacing material cure required before polymer top-coating shall be as recommended by the manufacturer.
- c. All repair and resurfacing materials should be properly cured and prepared for surface top-coat application.

D. COATING PRODUCTS

1. Refer to section 1.1.F for design requirements.

E. SYSTEM APPLICATION

1. Polymer System manufacturer shall provide System application procedures and requirements.
2. Manufacturer recommended and approved application equipment.
3. Hard to reach areas, primer application and touch-up may be performed using hand tools.

2.4 MANHOLE CHIMNEY SEALS

A. REFERENCES

Refer to section 2.3.A for references.

B. POLYMER CHIMNEY SEAL

1. Polymer manhole chimney seals shall be designed to prevent leakage of water into the manhole through the frame joint area and the area above the manhole cone including all extensions to the chimney area. Extensions shall include but are not limited to lifting rings, brick and/or block material that may have been used to achieve grade.
2. The polymer chimney seal material shall be corrosion resistant.
3. Mil thickness shall be determined by the manufacturer. Refer to section 1.1.F for design requirements.
4. The polymer chimney seal may require a primer resin applied to the entire surface before application. The sealing system shall line the interior of the adjustment area from the cone/top of the manhole and onto the inside of the casting. If the manhole has been relined prior to the seal installation the seal shall cover a minimum of 6 vertical inches to cover casting cone interface.

2.5 REPLACE MANHOLE FRAME AND COVER

A. REFERENCE

ASTM A48/A48M-03 Standard Specification for Gray Iron Castings Class 35B

AASHTO Standard Specifications for Highways and Bridges

B. CONDITION

1. The manhole casting shall be free from sand or blow holes and other defects. The machine bearing surfaces of the frame and cover shall have even bearing.

2.6 MANHOLE ADJUSTMENT MATERIALS

A. REFERENCE

ASTM D4976-06 Standard Specification for Polyethylene Plastics Molding and Extrusion Materials

ASTM C478-15a Standard Specification for Circular Precast Reinforced Concrete Manhole Sections

AASHTO Standard Specifications for Highways and Bridges

B. MATERIALS

1. Manhole frame adjustments shall be HDPE, PVC, EPP, rubber, precast concrete riser rings, sewer brick, masonry mortar, butyl joint seal material, cast iron adjustment rings, cement or poured concrete, or precast concrete manhole sections conforming to ASTM C478, as shown in detail on the documents.

NOTE: Adjustments of 12 inches or more will require removal of the existing precast cone or flat top, installing a new precast manhole section, and reinstalling the top, frame and cover.

2. Measurement shall be by vertical linear foot of adjustment materials provided and/or installed.
3. Payment shall be at the price per vertical foot or as a lump sum as stated in the bid documents.

2.7 MANHOLE STEPS

A. REFERENCES

ASTM C478-07 Standard Specification for Pre-cast Reinforced Concrete Manhole Sections

ASTM A615/A615M-07 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

AASHTO M199

B. MATERIAL

1. Reinforcing bar manhole steps shall conform to the minimum requirements of ASTM C478, Para. 11. The reinforcing bar shall be grade 60, deformed ½ inch reinforcing bar conforming to the requirements of ASTM A615.

3.0 CONSTRUCTION REQUIREMENTS

A. GENERAL

1. Maintain all flow in the manhole throughout duration of project.
2. Provide 48 hour notice to the Purchasing agency prior to start of work for Inspector to review and document materials and equipment to be used, for Quality Assurance and testing requirements.

B. VENDOR EXPERIENCE

1. Current documentation, from the SYSTEM product manufacturer, certifying that the Vendor's training, the Vendor's personnel and equipment comply completely with their product Quality Assurance requirements.
2. For a manhole coating or lining product to be considered for this project, a minimum of 1000 vertical feet of documented manhole rehabilitation must have been completed by the Vendor in the previous three (3) year period.
3. For all SYSTEM products, to be considered for this project, a minimum of a three (3) year successful installation history must be documented.
4. In all cases a minimum of five (5) recent verifiable references of the Vendor's work is required, indicating the successful application of the SYSTEM products of the same material type as specified herein or to be furnished by the Vendor and applied in a similar project environment as included in these specifications.

C. MANHOLE PREPARATION

1. Bypass pump sewage, in the manhole, as required.
2. Clean interior surfaces of manhole of debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials.
3. Pressure wash manhole walls to remove loose mortar, concrete and debris. Pressure washing levels, used for cleaning, shall be as recommended by the manufacturer.
4. Repair irregularities in manhole using materials, compatible with proposed resurfacing material, as recommended by the manufacturer.
5. Repair leakage in manhole using materials, compatible with proposed resurfacing material, specified in these specifications.
6. Trim and grout incoming laterals and pipes as required and/or specified.
7. Remove debris from manhole and incoming sewer connections.
 - a. Handle cleaning water to prevent water and residue from causing damage.
 - b. Do not discharge debris downstream through the sanitary sewer system.
 - c. Filter solids-laden water through a de-silting device.
 - d. Properly dispose of debris and residue from cleaning and other construction operations in a manner satisfactory to Purchasing agency and authority having jurisdiction over area where work site is located.

3.1 CHEMICAL GROUT

A. GENERAL

1. Grouting should only be performed on a structurally sound manhole unless the grout is used to prevent water from entering the manhole during application of a lining or coating system. All structural repairs, adjustments to the frame and cover and installation of grade rings shall be completed prior to beginning the grouting operation. Normal grouting operations shall be performed at the temperatures as recommended by the manufacturer.

B. CHEMICAL GROUTING APPLICATION

1. Grouting applications may include sealing a manhole from infiltration/Inflow prior to application of a coating or lining or other structural rehabilitation component or using the grout for sealing the entire manhole structure. If the entire manhole is to be sealed, grouting shall include corbel, wall, pipe seals, bench and invert as recommended by the manufacturer of the grouting material.

C. DRILLING AND GROUT INJECTION

1. Drilling grout injection holes in the manhole in strategic locations to re-direct flow coming through cracks and other defects in the wall, or to seal the entire exterior surface of the manhole, shall be in accordance with the recommendations of the grout manufacturer.
2. Grout shall be injected through the drilled holes using the recommended probe and applying pressures that will effectively inject the grout but, not cause damage to the manhole structure or the surrounding area.
3. Grout typically, shall be injected through the lowest holes first, working the grout higher until the manhole is externally sealed with grout. Additional holes may be required to verify that the grout has encompassed the entire outside of the manhole.
4. The injection holes shall be cleaned and patched as recommended by the manufacturer.

D. TESTING AND ACCEPTANCE

1. Visual inspection – all leakage into the manhole must be eliminated.

3.2 CEMENTITIOUS RESTORATION

A. GENERAL

1. Before starting any patch work or liner application install a perforated device, catch bucket, or other straining device to prevent construction debris from entering down-stream pipes.
2. Provide all materials, labor, equipment, etc. required to perform the work as recommended by the manufacturer and as required by the documents.
3. Inspect each manhole to determine methods of stopping leaks and applying patch repairs.

4. Promptly inform Purchasing agency of errors or discrepancies between the documents and the field conditions found, in order that changed conditions can be evaluated and revised directives issued in a timely manner.
5. Install all products in accordance with manufacturer's instructions regarding surface preparation, product application and curing.
6. Confirm that all material to be used, for the rehabilitation of the manhole are compatible with each other. Do not use any materials that have not been verified for compatibility.

B. SEALING ACTIVE LEAKS

1. The work consists of hand applying a dry quick-setting cementitious mix designed to instantly stop running water or seepage in all types of concrete and masonry structures. The applicator shall apply material in accordance with manufacturer's recommendations in accordance with the following minimum specifications.
 - a. The area to be repaired must be clean and free of all debris per the guidelines set forth elsewhere in these specifications.
 - b. Once cleaned, prepare crack or hole by chipping out loose material to a minimum depth recommended.
 - c. As recommended by the manufacturer, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 30 seconds, repeat until leak is stopped.
 - d. Proper application should not require any special mixing of product or special curing requirements after application.
 - e. Use of Oil-free Oakum Water Plugs.
 - 1) Saturate oakum with resin following approved submittals.
 - 2) Use additives as required.
 - 3) Place and cure following manufacturer's recommendations.

C. INVERT REPAIR

1. The work consists of hand mixing and applying a rapid setting, high early strength, non-shrink patching material to fill all large voids and repair manhole channels prior to spray lining of the manhole. For invert repairs, flow must be temporarily restricted by inflatable or mechanical plugs prior to cleaning.
 - a. The area to be repaired must be cleaned and free of all debris per the guidelines set forth in Section 3.0 paragraph C - Manhole Preparation.
 - b. Mix water shall be clean potable water and require no additives or admixtures for use with cementitious patching materials.
 - c. Cementitious material shall be mixed in a mortar tub or 5 gallon pail with water per manufacturer's specifications. Material should be mixed in small quantities, to avoid setting prior to placement in voids or channels.
 - d. Once mixed to proper consistency, the materials shall be applied to the invert or void areas by hand or trowel. In invert applications, care should be taken to not apply excessive material in the channel, which could restrict flow. Once

applied, materials should be smoothed either by hand or trowel in order to facilitate flow.

- e. Flows in channels shall be re-established when material has cured enough to withstand the flow as determined by the manufacturer.

D. APPLICATION OF CEMENTITIOUS MANHOLE LINER

1. The work consists of troweling, spray applying and/or centrifugally spin-casting a cementitious based liner to the inside of the existing manhole. The necessary equipment and application methods to apply the cementitious based liner materials shall be only as recommended and approved by the material manufacturer.
2. Material shall be mixed with water in accordance with manufacturer's specifications. Once mixed to proper consistency, the materials shall be pumped via a rotor-stator style progressive cavity pump through a material plaster hose for delivery to the appropriate and/or selected application device. The equipment shall be as recommended by the manufacturer, matched for the material being applied.
3. If a chimney seal is required in conjunction with the lining technology, the Vendor should contact the chimney seal manufacturer to determine the proper preparation required for effectively installing the chimney seal after the coating has been applied and cured.

E. SPRAY APPLICATION OF THE CEMENTITIOUS MATERIAL

1. All material shall be applied and finished, by the Vendor, using equipment specified by the manufacturer.
 - a. Material hose shall be coupled to a low-velocity spray application nozzle. Pumping of the material shall commence and the mortar shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.
 - b. Spraying shall be performed by starting at the manhole invert and progressing up the wall to the corbel and chimney areas.
 - c. Material shall be applied to a specified uniform minimum thickness as required by the manufacturer and as necessary for proper curing and application. Material shall be applied to the bench area in such a manner as to provide for proper drainage.
 - d. Material shall be troweled smooth to compact material into voids. A brush or broom finish may be applied when a top coating is desired.

F. SPIN CASTING APPLICATION OF THE CEMENTITIOUS MATERIAL

1. All material shall be applied and finished by the Vendor using equipment specified by the manufacturer.
 - a. Material hose shall be coupled to a high speed rotating applicator device. The rotating casting applicator shall then be positioned within the center of the manhole at either the top of the manhole chimney or the lowest point

- elevation corresponding to the junction of the manhole bench and walls.
- b. The high speed rotating applicator shall then be initialized and pumping of the material shall commence. As the mortar begins to be centrifugally cast evenly around the interior of the manhole, the rotating applicator head shall be raised and/or lowered at a controlled retrieval speed conducive to providing a uniform material thickness on the manhole walls.
 - c. Controlled multiple passes are then made until the specified minimum finished thickness is attained. If the procedure is interrupted for any reason, simply stop the retrieval of the applicator head until flows are recommenced.
 - d. Material thickness may be verified at any point with a depth gauge and shall be no less than a uniform ½-inch. If additional material is required at any level, the rotating applicator head shall be placed at that level and application shall recommence until that area is thickened.
 - e. Material shall be applied only when manhole is in a saturated surface dry (SSD) state, with no visible water dripping or running over the manhole walls.
 - f. The low-velocity spray nozzle and the centrifugal spin casting head may be used in conjunction to facilitate uniform application of the mortar material to irregularities in the contour of the manhole walls and bench areas.
 - g. Troweling of materials shall begin immediately following the spray application. Initial troweling shall be in an upward motion, to compress the material into voids and solidify manhole wall. A brush or broom finish may be applied if top coating is desired.
 - h. Curing will take place once the manhole cover has been replaced. It is important that the manhole cover is replaced no more than 10-20 minutes after troweling is complete to avoid moisture loss in the material due to sunlight and winds.
 - i. Material shall not be applied during freezing weather conditions. Material shall not be placed when the ambient temperature is 37 degrees Fahrenheit and falling or when the temperature is anticipated to fall below 32 degrees Fahrenheit during 24 hours.

G. TESTING AND ACCEPTANCE

- 1. Visual inspection – verify no infiltration, cracks, or loose material
- 2. Vacuum Testing, as required in the documents
- 3. Cementitious Material Physical Property Testing

3.3 POLYMER LINERS

A. GENERAL

- 1. Vendor shall comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety during work.
- 2. New Portland cement concrete structures shall have cured a minimum of 28 days since manufacture prior to commencing coating installation or as recommended by the manufacturer.

3. Any active flows shall be dammed, plugged or diverted as required to ensure all liquids are maintained below or away from the surfaces to be coated.
4. Temperature of the surface to be coated should be maintained between 40 deg F and 120 deg F or as recommended manufacturer.
5. Specified surfaces should be shielded to avoid exposure of direct sunlight or other intense heat source. Where varying surface temperatures do exist, coating application shall be scheduled when the temperature is falling and not rising or as recommended by the manufacturer.
6. Prior to commencing surface preparation, Vendor shall inspect all surfaces specified to receive the coating and notify Purchasing agency, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.

B. SURFACE PREPARATION

1. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be entirely removed.
2. Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that only sound substrate remains.
3. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and required cleanliness and profile of the prepared surface to receive the specified polymer coating product, as recommended by the manufacturer.
4. Surface preparation methods or combination of methods that may be used include high pressure water cleaning, high pressure water jetting, abrasive blasting, shot blasting, grinding, scarifying, detergent water cleaning, hot water blasting and others as described in NACE No. 6/SSPC SP-13. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound clean neutralized surface with sufficient profile to promote an acceptable bond with the specified polymer coating.
5. Infiltration shall be stopped by using a material which is compatible with the repair products and is suitable for top-coating with the epoxy coating product. The manufacturer shall verify the product compatibility, in writing, to the Purchasing agency.
6. Manhole Chimney Joint and Casting: The area between the manhole and the manhole ring and the manhole casting shall be a termination point of the specified epoxy coating product.

C. APPLICATION OF REPAIR AND RESURFACING PRODUCTS

1. Areas where reinforcing bars have been exposed shall be repaired in accordance with the manufacturer's recommendations.
2. Areas where rebar has been exposed and is corroded shall be first prepared as required elsewhere in these specifications. The exposed rebar shall then be abrasive blasted and coated with the polymer coating product specified as recommended by the manufacturer.
3. Repair products shall be used to fill voids, bug holes, and other surface defects which may affect the performance or adhesion of the epoxy coating product.
4. Resurfacing products shall be used to repair, smooth or rebuild surfaces with rough profiles to provide a concrete or masonry substrate suitable for the polymer coating product to be applied. These products shall be installed to minimum thickness as recommended within the manufacturer's published guidelines. Should structural rebuild be necessary, these products shall be installed to a thickness as specified in the documents. Structural rebuild should be specified in advance of bid whenever feasible, and paid for at a separate unit price in the Bid Proposal.
 - a. Repair and resurfacing products shall be handled, mixed, installed and cured in accordance with manufacturer recommendations.
 - b. All repaired or resurfaced surfaces shall be inspected for cleanliness and suitability to receive the coating product(s). Additional surface preparation may be required prior to coating application.
5. If a chimney seal is required in conjunction with the lining technology, the Vendor should contact the chimney seal manufacturer to determine the proper preparation required for effectively installing the chimney seal after the coating has been applied and cured.

D. APPLICATION OF POLYMER COATING PRODUCT

1. Application procedures shall conform to the recommendations of the epoxy coating product manufacturer, including environmental controls, product handling, mixing, application equipment and methods.
2. Spray equipment shall be specifically designed to accurately ratio, apply the polymer coating product, shall be in proper working order and shall be as recommended by the product manufacturer.
3. Vendors qualified in accordance with these specifications shall perform all aspects of polymer coating product installation.
4. Prepared surfaces shall be coated by spray application of the coating product(s) described herein to a minimum as recommended by the manufacturer to meet the requirements of these documents. NOTE: Coating thickness recommendations are available through the polymer coating product manufacturer based upon project assessment. Contact the manufacturer of the polymer coating for project specific recommendations.
5. Subsequent top coating or additional coats of the polymer coating product shall

occur within the product's recoat time. Additional surface preparation procedures will be required if this recoat time is exceeded. The polymer manufacturer's recoat time for the specific application, based on temperature and project conditions, and shall be strictly followed by the applicator.

6. The polymer coating product shall mechanically bond with adjoining construction materials throughout the manhole structure to effectively seal and protect concrete or masonry substrates from infiltration and attack by corrosive elements. Procedures and materials necessary to effect this bond shall be as recommended by the polymer coating product manufacturer. No hollow spots will be accepted.
7. Vendor must submit manufacturer's recommended method for terminating a coating or lining in a manhole.
8. If required sewage flow shall be stopped, bypassed or diverted for application of the polymer coating product to the invert and interface with pipe materials.

E. TESTING AND ACCEPTANCE

1. Visual Inspection – Installed liner system shall be completely free of pinholes and hollow spots/voids and other defects that will reduce the life expectancy of the applied system.
2. Film Thickness Measurements – (either wet or dry) Liner thickness shall be the minimum value as specified in the documents.
3. Holiday Detection Test (Spark Testing), to identify pinholes, thin material and any defects that will affect the life of the installed system.
4. Adhesion Testing – To verify that the system has consistently mechanically bonded to the host structure.
5. Dye Testing – For non-bonded systems to verify no leakage from an annular space.
6. Vacuum testing as specified in the documents.

3.4 CHANNEL RECONSTRUCTION

- A. Specifications should include a separate line item for Channel Rebuild which is sometimes required.
- B. Remove all loose grout and rubble of existing channel. Rebuild channel by shaping and repairing slope of shelves or benches. Work shall include alignment of inflow and out flow ports in such manner to prevent the deposition of solids at the transition point(s). All inverts shall follow the grades of the pipe entering the manhole. Changes in direction of the sewer and entering branch or branches shall have a true curve of as large a radius as the size of the manhole will permit. Channels shall be shaped to allow entrance of maintenance equipment into pipes including buckets, TV camera, etc.
- C. Channels shall only be lined where indicated on the plans "lined channels".

3.5 MANHOLE CHIMNEY SEALS

A. POLYMER CHIMNEY SEAL

1. All loose and protruding mortar and brick that would interfere with the polymer chimney seal's performance shall be removed. Any lips for gravel pan supports shall be cut off flush with the manhole casting. All loose material or excessive voids shall be repaired using patching cement, as recommended by the manufacturer. The Vendor shall obtain from the polymer chimney seal manufacturer, in writing, the material compatibility and the recommended time required for the patching cement to properly cure prior to installing the polymer chimney seal.
2. Preparation of the chimney surface and casting may include using high pressure water, sandblasting, wire brushing, or other methods as described by the manufacturer, to ensure a clean surface. Active leaks (infiltration) shall be sealed by a method as recommended by the polymer chimney seal manufacturer prior to installing the chimney seal. After water or sandblasting, pressure wash the entire area remove any loose sand that may have been deposited. The substrate surface must be free of sand, loose debris, latencies, dust, oil, grease or chemical contamination. A blower may be required to completely dry the substrate surface or as recommended by manufacturer.
3. The polymer chimney seal shall require the proper mixing of several components is recommended by the manufacture. If a primer is required, ensure that all surfaces are clean and dry before applying. After proper curing of the primer, the polymer chimney seal may be applied evenly by brush over the entire chimney area, including the frame joint area and the area above the manhole cone including all extensions to the chimney area.
4. Installation procedures shall be in accordance with the manufacturer's recommended instructions.
5. TESTING AND ACCEPTANCE
 - a. Visual Inspection – Final liner system shall be completely free of pinholes or voids
 - b. Holiday Detection Test
 - c. Adhesion Testing

3.6 REPLACE FRAME AND COVER

- A. The manhole frame and cover shall be manufactured and installed to the dimensions shown on the documents.
- B. Measurement shall be by each manhole frame and cover removed and replaced.
- C. Payment shall be at the unit price bid in the Proposal.
 1. Payment includes removal of existing frame and cover, replacing frame and cover, and disposal of old frame and cover as required.

3.7 MANHOLE ADJUSTMENT MATERIALS

A. ADJUSTMENT MATERIAL INSTALLATION

1. The Vendor shall furnish all materials, equipment, tools and labor required for the adjustment of manhole frames and covers to grade.
2. Frames and covers to be reused shall be removed, cleaned and reset at the required elevation.
3. The frame and cover to be adjusted shall be located and clearly marked.
4. The existing road or ground surface shall be cut all around the frame and cover, either by triangular, square or round cut (being careful to not create stress fracture points in the corners by over-cutting) to an adequate depth that will allow the desired adjustments to be accomplished. If the cut is not deep enough, the increase in depth may be accomplished with the use of various digging investments.
5. All of the road or ground inside of the cut shall be removed to allow safe working conditions during the adjustment and restoration to the proper height or level.
6. The frame shall be positioned, either by suspension or by placement on the correct amount of adjustment rings, if the positioning is accomplished by suspension, the required retainer shall be installed properly.
7. Once the frame is properly positioned and secured, the open area shall be filled and properly compacted with the materials prescribed in the bid documents and finished off in a manner to meet the requirements of the specifications.
8. If the area has been filled (in whole or in part) with poured concrete and/or asphalt, it shall be adequately protected by control devices for a period of time that will allow the fill to properly cure before allowing traffic to resume.

3.8 MANHOLE STEPS

- A. Manhole steps shall be driven into pre-cast or drilled holes. Steps shall be installed no more than 16 inches apart vertically on the interior of the manhole wall at a point 4" below the base flange of the manhole casting.
- B. Measurement shall be for each manhole step provided.
- C. Payment shall be at the unit price bid in the Proposal.
 1. Payment includes the removal and replacement of manhole steps per each as bid in the Proposal.

3.9 QUALITY ASSURANCE AND TESTING

A. GENERAL

1. The Vendor shall test the installed SYSTEMS as specified by these documents. 20% of the installed SYSTEMS shall be tested using a testing procedure as further delineated below. If more than 5% of the tested SYSTEMS fail the test than an additional 20% of the manholes are selected for further testing. This process continues until the SYSTEMS tested meet the requirements of these

documents, to the satisfaction of the Purchasing agency.

B. CHAIN OF CUSTODY

1. The Vendor shall perform all testing in the presence of the Purchasing agency's representative. The Purchasing agency's representative shall receive test samples from the Vendor and transmit samples to a third party testing laboratory. The Purchasing agency's representative will maintain the chain of custody of all samples that are transmitted and tested to verify SYSTEM compliance with these documents.

C. TEST REQUIREMENTS

1. Visual Inspection
 - a. All manholes shall be visually inspected. Any leakage into the manhole in areas where SYSTEMS were installed by the Vendor shall be identified.
 - b. The Vendor shall provide samples for testing to the Purchasing agency from the actual installed SYSTEM. Samples shall be provided, at a minimum from one location per every ten (10) SYSTEMS installed.
2. Cementitious Material Property Testing
 - a. Where specified one 2 X 2 inch sample cube shall be taken for every 50 bags of material used. Samples shall be sprayed from nozzle, identified in the presence of the Purchasing agency's representative and sent, by the Purchasing agency's representative, to an independent test laboratory for compression strength testing as described in ASTM C-109.
3. Vacuum Testing
 - a. Where specified if the entire manhole including invert and pipe penetrations is rehabilitated to as new condition then a Vacuum Test may be performed according ASTM F1244. If vacuum test fails then the Vendor shall spray entire manhole with a soap solution and retest to determine where air is entering the manhole. Inspector shall determine if failure was due to improper rehabilitation or poor pipe condition or improperly seated plugs. If inspector determines that the failure is due to improper rehabilitation then the Vendor shall repair manhole according to manufacturer recommendations and retest until a successful vacuum test is achieved. If inspector determines that the failure was due to poor condition of the pipes, or annular space between the pipe and its liner, or the inability to seat the plugs properly and that there are no visible defects in the applied product then it will be determined that the manhole has passed.
4. Film thickness Measurements
 - a. Where applicable and specified during application a wet film thickness gauge, meeting ASTM D4414 – Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, in the presence of the Purchasing agency's representative, documented and attested to by Vendor for submission to Purchasing agency.
5. Holiday Detection Test

- a. Where specified Holiday Detection shall be performed for all coating systems installed in corrosive environments.
 - b. After the epoxy coating product has set in accordance with manufacturer instructions, all surfaces shall be inspected for holidays with high-voltage holiday detection equipment. Reference NACE RPO 188-99 for performing holiday detection.
 - c. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional coating can be hand applied to the repair area.
 - d. All touch-up/repair procedures shall follow the coating manufacturer's recommendations.
 - e. Documentation on areas tested, results and repairs made shall be provided to the Purchasing agency, in writing, by Vendor.
6. Adhesion Testing
- a. Where specified a minimum of 10% of the manholes coated shall be tested for adhesion/bond of the coating to the substrate. Testing shall be conducted in accordance with ASTM D4541, ASTM D7234, or NACE SP018. Purchasing agency's representative shall select the manholes to be tested.
 - b. A minimum of three (3) - 50 mm dollies shall be affixed to the coated surface at the cone area, mid-section and at the bottom of the structure or in areas suspect from non-destructive evaluation and testing. The adhesive used to attach the dollies to the coating shall be rapid setting with tensile strengths in excess of the coating product and permitted to cure in accordance with manufacturer recommendations. The coating and dollies shall be adequately prepared to receive the adhesive.
 - c. Failure of the dolly adhesive shall be deemed a non-test and require retesting. Prior to performing the pull test, the coating shall be scored to the substrate by mechanical means without disturbing the dolly or bond within the test area.
 - d. Two of the three adhesion pulls shall exceed 300 psi or concrete failure with more than 50% of the subsurface adhered to the coating.
 - e. Should a structure fail to achieve two successful pulls as described above, additional testing shall be performed at the discretion of the Purchasing agency. Any areas detected to have inadequate bond strength shall be evaluated by the Purchasing agency.
 - f. Further bond tests may be performed in that area to determine the extent of potentially deficient bonded area and repairs shall be made by Vendor.
7. All testing shall conform to these specifications and the submitted PWS.

4.0 METHOD OF MEASUREMENT

4.1 Method of Measurement

- A. Measurements for each item furnished and installed to the satisfaction of the Purchasing agency shall be at the units of measure contained in the Bid Proposal. Manhole coatings and linings will be measured over the entire installed length. Coating and/or lining of the channel shall be at the Lump Sum price per each bid therefore in the Proposal.

5.0 BASIS OF PAYMENT

5.1 Basis of Payment

- A. Payment for each SYSTEM furnished and installed, in accordance with the documents and to the satisfaction of the Purchasing agency, will be at the unit or lump sum prices bid therefore in the Bid Proposal.
- B. General: The following Scheduled Payment Items are the only payment items under this specification. Payment to the VENDOR will be based on multiplying the appropriate payment item unit price, times the quantity of the item. The payment items shall include all labor and materials, equipment, overhead, bonds, insurances, profit, and other contingencies; no separate or additional compensation will be made under this specification unless otherwise hereinafter specified.
- C. Chemical Grout material will be reimbursed separately. Manhole frames and covers will be provided by Purchasing agency (refer to the Bid Terms and Conditions).

If quantities are included in the Bid Proposal they are approximate only and cannot be determined prior to Advertisement for Bid. The quantities are utilized solely for the purpose of establishing unit prices for the term of the bid and for determining the Low Bidder(s). Quantities are not guaranteed nor promises given as to the work ordered during the term of the Bid.

- D. Mobilization – Lump Sum – Includes all PWS info, submittals, safety plan, as built drawings, test samples and mobilization/demobilization of labor, equipment and materials to the project site.
- E. Chemical Grouting of Manholes – per each - including all labor, materials, and equipment required by the Vendor to furnish a leak proof manhole to the Purchasing agency, complete.
- F. Chemical Grouting – per gallon - including all labor, materials, and equipment required by the Vendor to furnish a leak proof structure to the Purchasing agency, complete.

- G. Cementitious Manhole Restoration – per vertical foot (measured to the nearest 0.1 VLF) – including all labor, materials and equipment required by the Vendor to furnish a leak proof manhole to the Purchasing agency, complete.
- H. Polymer Systems – per vertical foot (measured to the nearest 0.1 VLF) – including all labor, materials and equipment required by the Vendor to furnish a leak proof manhole to the Purchasing agency, complete.
- I. Polymer Chimney Seals – per each manhole including all labor, materials and equipment required by the Vendor to furnish a leak proof chimney seal to the Purchasing agency, complete.
- J. Channel Rebuild – per each manhole including all labor, materials and equipment required by the Vendor to rebuild a manhole channel as required by the Purchasing agency, complete.
- K. Replace Manhole Frame and Cover – per each manhole including all labor, materials and equipment required by the Vendor to remove and dispose of the existing manhole frame and cover and install a new manhole frame and cover, complete. Each new manhole frame and cover will be supplied by the Purchasing agency and installed by the Vendor.
- L. Manhole Adjustment Materials, Up to 1 Vertical Foot – per each - includes all labor, equipment and materials required, by the Vendor, to adjust each manhole as required by the Purchasing agency, complete.
- M. Manhole Adjustment Materials, Over 1 Vertical Foot – per vertical foot (measured to the nearest 0.1 VLF) – includes all labor, equipment and materials required, by the Vendor, to adjust each manhole as required by the Purchasing agency, complete. In addition to the unit price per vertical foot for manhole adjustment materials, the Vendor shall be directly reimbursed for the actual cost of precast concrete manhole sections.
- N. Bituminous Pavement Restoration – per square foot - includes all labor, equipment and materials required, by the Vendor, to complete bituminous pavement restoration, as required by the Purchasing agency, complete.
- O. Manhole Steps – per each – includes all labor, equipment and materials required, by the Vendor, to install each manhole step as required by the Purchasing agency, complete.

END OF SECTION

BID FORM – B23009

PROPOSAL FORM FOR BID to be publicly opened and read at the date, time and location listed on the notice to bidders.

Bids must be submitted in a sealed envelope plainly marked as to its contents.

Award of bid will be based on lowest bid price per specifications.
The County reserves the right to reject any or all bids.

By signing and submitting this Bid Form, the undersigned acknowledges that they have read, understand and agree to all of the terms of the bidding documents as presented without reservation or alteration including: the Notice to Bidders, Instructions to Bidders, General Information, Schedule B Insurance Requirements, Bid Specifications, Bid Form and any Addenda upon which the bid is based.

All prices are to be net delivered prices and are to include no taxes.

DATE OF BID: November 29, 2022

NAME OF FIRM: Advanced Rehabilitation Technology

MAILING ADDRESS: 525 Winzler Dr Unit #1

CITY/STATE/ZIP CODE: Bryan Ohio 43506

TELEPHONE NUMBER: 419-636-2684

FAX NUMBER: 419-636-7437

E-MAIL ADDRESS: rusty@artcoatingtech.com

BY: _____
Signature of Representative (**Blue or other non-black ink required**)

BY: _____
Signature of Representative (PRINTED)

FEDERAL OR TAX ID # 26-042-1499

ADDENDA

The following is confirmation of all the addenda upon which this bid proposal is based.

– Addenda # _____ - Received - _____, 2022 _____
Initialed by Rep.

– Addenda # _____ - Received - _____, 2022 _____
Initialed by Rep.

– Addenda # _____ - Received - _____, 2022 _____
Initialed by Rep.

INDIVIDUAL, CORPORATE, PARTNERSHIP OR LLC ACKNOWLEDGMENT

STATE OF _____)
)SS:
COUNTY OF _____)

On the ___ day of _____, in the year 20__ before me personally appeared _____, known to me to be the person who
(name of person signing contract)
executed the within instrument, who being duly sworn by me did depose and say that ___he resides at _____ in the Town of _____, County of _____, State of _____, and further that:

[Check One]

If an individual: ___he executed the foregoing instrument in his/her name and on his/her own behalf, or doing business as (d/b/a) _____.
(name of company)

If a corporation: ___he is the _____ of _____, the
(title) (name of company)
corporation described in said instrument; that, by authority of the Board of Directors of said corporation, ___he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, ___he executed the foregoing instrument in the name of and on behalf of said corporation, as the act and deed of said corporation.

If a partnership: ___he is the _____ of _____, the
(title) (name of company)
partnership described in said instrument; that, by the terms of said partnership, ___he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, ___he executed the foregoing instrument in the name and on behalf of said partnership, as the act and deed of said partnership.

If a limited liability company: ___he is a duly authorized member of _____, LLC, the limited liability company described in said
(name of company)
instrument; that ___he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, ___he executed the foregoing instrument in the name of and on behalf of said limited liability company, as the act and deed of said limited liability company.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid (B23009), each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

NAME OF FIRM Advanced Rehabilitation Technology
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: 525 Winzler Dr. Unit #1

CITY/STATE/ZIP CODE: Bryan Ohio 43506

BY: _____
Signature of Representative of Firm or Corporation (blue or other non-black ink)

DATED: 11/21-2022

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-1, which generally prohibits the County from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Date

Sworn to before me this
_____ day of _____, 20 _____

Notary Public

Bidder's Statement on Stormwater Discharge

In accordance with New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharge, the County is required to have the following certification when it relies upon any third party entity to develop or implement any portion of its Stormwater Management Plan. Therefor the bidder submits the following certification under the penalty of perjury:

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Ontario County stormwater management program and agree to implement any corrective actions identified by Ontario County or a representative. I also understand that Ontario County must comply with the terms and conditions of the latest SPDES general permit for stormwater discharges from the Municipal Separate Storm Sewer Systems and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Further, I understand that any non-compliance by Ontario County will not diminish, eliminate, or lessen my own liability.

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Date

Sworn to before me this
_____ day of _____, 20_____

NON-BIDDER'S RESPONSE B23009

The County of Ontario is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids and quotes. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the, Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424.

This form may be faxed to 585-396-4250 or emailed to Purchasing@ontariocountyny.gov . Failure to either submit a bid proposal or return this form may result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s):

Items or materials requested not manufactured by us or not available to our company.

Our items or materials do not meet specifications.

Specifications not clearly understood or applicable (too vague, too rigid, etc.).

Quantities too small.

Insufficient time allowed for preparation of bid.

Incorrect address used. Correct mailing address is:

Our branch/division handles this type of bid.

Correct name and mailing address is:

We are unable to bid at this time but would like to continue to receive invitations for bids.

We are unable to bid and wish to be removed from the bidder's lists.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative

DATE: _____

Ontario County
Board of Supervisors
Canandaigua, New York 14424

Supervisor Jared Simpson offered the following resolution and moved for its adoption, seconded by Supervisor Christopher Vastola. Passed. Yes 19, No 0, Abstained 0, Necessarily Absent 2.

RESOLUTION NO. 798-2024
RENEWAL OF MATERIAL AND SERVICES BIDS

WHEREAS, Resolution 856-2022 awarded 2023 bids for the purchase of various materials and services for the Department of Public Works; and

WHEREAS, Resolution 160-2023 awarded 2023 bid for the removal of animal carcasses for the Department of Public Works; and

WHEREAS, Resolution 843-2023 awarded 2024 bids for the purchase of various materials and services for the Department of Public Works; and

WHEREAS, The bid specifications for the purchase of various materials and services for the Department of Public Works allow for additional bid renewals; and

WHEREAS, The following vendors have agreed to renew their bids at the same prices or where indicated, with a CPI adjustment as allowed per the specifications, for the period January 1, 2025 to December 31, 2025; and

B23001	
MATERIAL CRUSHING SERVICE	Daggett Sand & Gravel, Inc.
	4716 State Route 328
	Millerton, PA 16936
	w/ 2.5% CPI Increase
	Doug Gross Construction, Inc.
	600 Ritas Way
	Painted Post, NY 14870
	w/ 2.5% CPI Increase
	Villager Construction
	425 Old Macedon Center Rd.
	Fairport, NY 14450
B23004	
CULVERT-END SAFETY GRATES	Lane Enterprises

	16 May Street
	Bath, NY 14855
	w/ 2.5% CPI Increase
B23007	
CARE & REMOVAL OF TREES ALONG	Terry Tree Service
ROADSIDE	270 Middle Rd.
	Henrietta, NY 14467
	w/ 2.5% CPI Increase
B23008	
COLD MILLING, PLANING &	Donegal Construction Corp.
TEXTURIZING BITUMINOUS	PO Box 450
CONCRETE PAVEMENT	New Stanton, PA 15672
	Macedon Excavating & Paving
	1711 Wayneport Rd.
	Macedon, NY 14502
	w/ 2.5% CPI Increase
	Suit-Kote Corporation
	1911 Lorings Crossing Rd
	Cortland, NY 13045
	w/ 2.5% CPI Increase
	Villager Construction Corp.
	425 Old Macedon Center Rd.
	Fairport, NY 14450
	w/ 2.5% CPI Increase
B23009	
MANHOLE REHABILITATION	Advance Rehabilitation Technology



SERVICES	525 Winzler Dr. Unit # 1
	Bryan, OH 43506
	w/ 2.5% CPI Increase
	National Water Main Cleaning Co.
	25 Marshall St.
	Canton, MA 02021
	w/ 2.5% CPI Increase
B23010	
VEGETATION CONTROL ALONG	Allen Chase Enterprises
ROADSIDES	24 County Road 1A
	Oswego, NY 13126
	w/ 2.5% CPI Increase
B23011	
PURCHASE OF FRAMES & GRATES	Core & Main LP
	6800 W. Henrietta Rd.
	Rush, NY 14543
	w/ 2.5% CPI Increase
	Ferguson Enterprises, Inc.
	6040 Drott Drive
	E. Syracuse, NY 13057
	w/ 2.5% CPI Increase
B23013	
PURCHASE OF BEACH SAND	Rochester Gravel Products
	1392 Oak Openings Rd.
	Avon, NY 14414
	w/ 2.5% CPI Increase

	Syracuse Sand & Gravel
	6131 E. Taft Rd.
	N. Syracuse, NY 13212
	w/ 2.5% CPI Increase
B23015	
HEATER SCARIFICATION OF	Highway Rehabilitation Corp.
ASPHALT PAVEMENT	2258 Route 22
	Brewster, NY 10509
B23017	
SLOPE STABILIZATION – SOIL NAILS	Access Limited Construction
	1102 Pike Lane
	Oceano, CA 93445
	w/ 2.5% CPI Increase
B23019	
SEAL COATING ASPHALT PAVEMENT	Julieann Shove, Inc.
	Dbas Champion Asphalt Maintenance
	5724 Eddy Ridge Road
	Williamson, NY 14589
	w/ 2.5% CPI Increase
B23046	
REMOVAL OF ANIMAL CARCASSES	Bella Paving, Inc.
	75 Lochnavar Parkway
	Pittsford, NY 14534
	w/ 2.5% CPI Increase

	Darling Outdoor Services, LLC.
	6858 N. Centenary Rd.
	Williamson, NY 13589
B24000	
PURCHASE OF ANTI-ICING & DE-ICING MATERIALS	Butler Sales & Services, Inc.
	2370 Turnpike Rd.
	Auburn, NY 13021
	w/ 2.5% CPI Increase
	Spruce Solutions, LLC
	11399 State Rouse 21
	Wayland, NY 14572
	w/ 2.5% CPI Increase
B24001	
GENERAL & EMERGENCY ROAD & SEWER REPAIRS	C.P. Ward, Inc.
	100 W. River Rd.
	P.O. Box 900
	Scottsville, NY 14546
B24002	
PAVEMENT MAINTENANCE & REHABILITATION MATERIALS & SERVICES	D. Clark Distributors, LLC
	6112 Collett Rd.
	Farmington, NY 14425
	w/ 2.5% CPI Increase

	Midland Asphalt Materials, Inc.
	640 Young Street
	Tonawanda, NY 14150
	Northern Asphalt, LLC
	6131 East Taft Rd.
	N. Syracuse, NY 13212
	w/ 2.5% CPI Increase
	Spallina Materials, Inc.
	P.O. Box 889
	West Bloomfield, NY 14585
	w/ 2.5% CPI Increase
	Suit-Kote Corporation
	1911 Lorings Crossing Rd.
	Cortland, NY 13045
	w/ 2.5% CPI Increase
	Vestal Asphalt, Inc.
	201 Stage Rd.
	Vestal, NY 13850
	w/ 2.5% CPI Increase
B24003	
CONCRETE CURBS, GUTTERS & SIDEWALKS	Hynes Concrete Contractor, Inc.
	P.O. Box 607
	Macedon, NY 14502
	w/ 2.5% CPI Increase
	Millennium Construction, Inc.

	8320 Quarry Rd.
	Niagara Falls, NY 14304
	w/ 2.5% CPI Increase
B24005	
PRECAST CONCRETE DRAINAGE UNITS &	Kistner Concrete Products, Inc.
MANHOLES	8713 Read Rd.
	P.O. Box 218
	E. Pembroke, NY 14056
	w/ 2.5% CPI Increase & Amended delivery charge of \$600 for any delivery
B20006	
PURCHASE OF GUIDE RAILINGS &	Chemung Supply Corp.
INSTALLATION OF POSTS	2420 Corning Rd.
	Elmira, NY 14903
	w/ 2.5% CPI Increase
	Phelps Guide Rail, Inc.
	P.O. Box 130
	Phelps, NY 14532
	w/ 2.5% CPI Increase
B24007	
CLEANING, INSPECTION & REHAB	Kenyon Pipeline Inspection, LLC
OF SANITARY SEWERS	68 Park Rd.
	Queensbury, NY 12804
	w/ 2.5% CPI Increase
	National Water Main Cleaning Co.
	25 Marshall St.

	Canton, MA 02021
	w/ 2.5% CPI Increase
	Skandex Pipe Services, Inc.
	753 Rowley Rd.
	Victor, NY 14564
	w/ 2.5% CPI Increase
B24008	
PURCHASE & REPLACEMENT OF ASPHALT	Dolomite Products, Co., Inc.
PAVING MATERIALS	800 Parker Hill Dr., Suite 400
	Rochester, NY 14625
	w/ 2.5% CPI Increase
	Heidelberg Materials Northeast - NY, LLC
	6895 Ellicott St.
	Pavillion, NY 14525
	w/ 2.5% CPI Increase
	Northern Asphalt, LLC
	6131 E. Taft Rd.
	N. Syracuse, NY 13212
	w/ 2.5% CPI Increase
	Seneca Stone Corporation
	2747 Canoga Rd.
	Pine City, NY 14871
	w/ 2.5% CPI Increase
	Spallina Materials, Inc.

	P.O. Box 89
	West Bloomfield, NY 14585
	w/ 2.5% CPI Increase
	Spruce Solutions, LLC.
	11399 State Route 21
	Wayland, NY 14572
	w/ 2.5% CPI Increase

now, therefore, be it

RESOLVED, That the Ontario County Board of Supervisors authorizes bid renewals with the above listed vendors for the period beginning January 1, 2025 through December 31, 2025; and further

RESOLVED, That certified copies of this resolution be sent by the Clerk of this Board to the above listed vendors.



State of New York)
County of Ontario)

I do hereby certify that I have compared the preceding with the original thereof, on file in the Office of the Clerk of the Board of Supervisors at Canandaigua, New York, and that the same is a correct transcript therefrom and of the whole of said original; and that said original was duly adopted at a meeting of the Board of Supervisors of Ontario County held at Canandaigua, New York on December 19, 2024.

Given under my hand and official seal on December 20, 2024.

Kristin A. Voss

Kristin A. Voss, Clerk of the Board of Supervisors of Ontario County, NY



RESOLUTION

#7

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

AGATHA REID
Councilwoman

ANTHONY F. MORELLI
Councilman

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

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

WHEREAS, Dahn Bull, Highway Superintendent, wishes to hire a seasonal laborer for the 2025 Summer season, and,

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

<u>Name</u>	<u>Address</u>	<u>Start Date</u>
Mr. Sam Bartlett	Ballston Lake, NY	May 20, 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 DA-5110-E4000 (Highway Fund – Highway Construction – Part-time Laborer).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, May 16, 2025 1:49 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1809

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

Department: Highway Department

Your Name: Dahn Bull

Your Email: dbull@cliftonpark.org

Sponsor: D. Bull

Agenda Session Date: 05/19/2025 ✓

Board Meeting Date: 05/19/2025 ✓

Alternate Date: 05/19/2025

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 has recommended the hiring of the following at a rate of \$16.50/hour;

Name Address Start Date

Mr. Sam Bartlett, 6 Chapel Hill Blvd, Ballston Lake, May 20, 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:

[123ce58d185df5d5_HIGHWAYDEPTAPP-1.pdf](#)

[f4323f8c83974c96_Current_Resume-1.pdf](#)

Additional Comments/Details: None at this time.

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 the promotion of a seasonal employee from Lifeguard to Head Lifeguard, the hiring of Alternate Lifeguards and Camp Counselors for the 2025 Season and the correction of the pay rate for a Locust Lane Counselor for the 2025 Season.

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

WHEREAS, an opening exists for a Head Lifeguard at Locust Lane pool, and

WHEREAS, the Director of Parks and Recreation, Mike Woerner, wishes to promote Kyle McQuade from Lifeguard to Head Lifeguard, and

WHEREAS, openings exist for Alternate Lifeguards for the Town pools, and

WHEREAS, Mr. Woerner, recommends that the individuals listed on the attached Schedule A be accepted as Alternate Lifeguards and Camp Counselors for the 2025 Season, and

WHEREAS, Mr. Woerner wishes to make a pay rate adjustment for the following counselor at the Locust Lane Summer Camp, reflecting his correct pay, as listed below:

<u>Name</u>	<u>Step</u>	<u>Pay Rate</u>	<u>2025 Original Hire Pay Rate</u>
Harrison Tidgewell, Locust Lane	2	\$15.50	\$15.75

now, therefore, be it

RESOLVED, that the Town Board authorizes the promotion of Kyle McQuade from Lifeguard to Head Lifeguard at Locust Lane pool for the 2025 Season, at Step 4, \$17.00/hr., to be paid from A-7152-E4690 (General Fund – Locust Lane – Life Guards); and be it further

RESOLVED, that the attached Schedule A be accepted as the list of Alternate Lifeguards, and Full Day Camp Counselors; and be it further

RESOLVED, that Alternate Lifeguards, to be hired if needed, shall be paid \$15.80/hr from the appropriate fund: A-7150-E4690 (Barney Road Life Guards), A-7152-E4690 (Locust Lane Life Guards), or A-7151-E4000 (Country Knolls Pool Guards), and the Full Day Counselors shall be paid \$15.50/hr. from A-7320-E4500 (General Fund – Full Day – Counselor); and be it further

RESOLVED, that the Town Board authorizes the correction of the pay rate for Harrison Tidgewell, as it was listed in Resolution No. 80 of 2025, and that he be paid the adjusted rate for the 2025 Season, as listed above, to be paid from A-7310-E4500 (General Fund – Locust Lane - Counselor).

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Tuesday, May 6, 2025 3:05 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1794

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

Department: Parks & Rec
Your Name: Michael Woerner
Your Email: mwoerner@cliftonpark.org
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 05/19/2025 ✓
Board Meeting Date: 05/19/2025 ✓
Alternate Date: 05/19/2025
Budget Number: A-7152-E4690
Budget Description: promote lifeguard to head guard
Amount: N/A
Brief Description: promote Kyle McQuade from lifeguard step 4 to head guard step 4 at the Locust Lane pool
Add Supporting Docs:
Additional Comments/Details: pay rate for head guard Step 4 is \$17.00/hours a-7152-E4690
Agree to Terms: Agree

[unsubscribe](#)

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, May 9, 2025 12:16 PM
To: Cynthia, Zlogar; Paul, Pelagalli; Phil Barrett; Jean, Spiegel; Mark Heggen; Darlene, Allen; Lynda Walowit; Anthony Morelli; Zabeed, Manir; Agatha, Reid; John Scavo; Christine Pagniello; Stephanie, Ranze; Walter Smead; Kelly Miller
Subject: New Employee Resolution Request #1798

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

Department: Parks & Rec
Your Name: Michael Woerner
Your Email: mwoerner@cliftonpark.org
Sponsor: lynda Wolowit, agatha Reid
Agenda Session Date: 05/19/2025 ✓
Board Meeting Date: 05/19/2025 ✓
Alternate Date: 05/19/2025
Budget Number: A-7150/7151/7152-E4690
Budget Description: hire alternate guards
Amount: see attachments
Brief Description: hire alternate guards
Add Supporting Docs:
[84d8f3bebdbb3825_2025_lifeguards_round_2.pdf](#)

Additional Comments/Details: na
Agree to Terms: Agree

[unsubscribe](#)

SCHEDULE A

First	Last	Pool	Title	Rate
Alternate Lifeguards				
Abigail	Butcher	TBD	Lifeguard	\$15.80
Threya	Devan	TBD	Lifeguard	\$15.80
Hannah	Harpoottlian	TBD	Lifeguard	\$15.80
Lauren	Gutchell	TBD	Lifeguard	\$15.80
Yangiyi	Zhang	TBD	Lifeguard	\$15.80
Madigan	Simmons	TBD	Lifeguard	\$15.80
Madelyn	Hirsch	TBD	Lifeguard	\$15.80
Thomas	Strife	TBD	Lifeguard	\$15.80
Isabella	Lape	TBD	Lifeguard	\$15.80
Anneli	Adams	TBD	Lifeguard	\$15.80
Luca	Vernizzi	TBD	Lifeguard	\$15.80
Connor	Dessingue	TBD	Lifeguard	\$15.80
Caroline	Pilon	TBD	Lifeguard	\$15.80
Madelyn	Stoup	TBD	Lifeguard	\$15.80
Olivia	Atkins	TBD	Lifeguard	\$15.80
Brayden	Yin	TBD	Lifeguard	\$15.80
McKenna	Halbohm	TBD	Lifeguard	\$15.80
Leo	Verrelli	TBD	Lifeguard	\$15.80
Erica	Danforth	TBD	Lifeguard	\$15.80
Jackson	Zbyzenski	TBD	Lifeguard	\$15.80
Annabelle	Zhang	TBD	Lifeguard	\$15.80
Jackson	Gould	TBD	Lifeguard	\$15.80
Ethan	Rudd	TBD	Lifeguard	\$15.80
Eva	Bronzell	TBD	Lifeguard	\$15.80

Full Day Counselors		Camp	Title	Rate
Elia	Bellard	FD	Counselor	\$15.50
Emily	Bott	LL	Counselor	\$15.50
Hollis	Haverly	FD	Counselor	\$15.50
Reigan	Herold	FD	Counselor	\$15.50
Alina	Murtagh	LL	Counselor	\$15.50
Keira	Valero	FD	Counselor	\$15.50



RESOLUTION

#9

PHILIP C. BARRETT
Supervisor

•

LYNDA M. WALOWIT
Councilwoman

ZABED MANIR
Councilman

•

AGATHA REID
Councilwoman

•

ANTHONY F. MORELLI
Councilman

Resolution No. _____ of 2025, a resolution authorizing the transfer of Justin Brooks from part-time Security Officer in the Safety and Security Department to the position of full-time Senior Van Chauffeur for the Town.

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

WHEREAS, an opening exists for a full-time Senior Van Chauffeur due to the retirement of Betsy Bollton, and

WHEREAS, by Resolution 108 of 2022, Justin Brooks was hired as a part-time Security Officer, and

WHEREAS, after interviewing Mr. Brooks and reviewing his qualifications, the Town Supervisor has recommended that he fill the position of full-time Senior Van Chauffeur; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the transfer of Justin Brooks, to fill the position of full-time Senior Van Chauffeur, at Grade 4, Step 2, Year 1, \$29.15/hr., to be paid from A-06772-E6057 (General Fund- Senior Van -J. Brooks); and be it further

RESOLVED, that the Comptroller is authorized to transfer funds as outlined on the attached Schedule A.

Cynthia, Zlogar

From: Town of Clifton Park Official Website <info@cliftonpark.org>
Sent: Friday, May 16, 2025 11:47 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 Employee Resolution Request #1808

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

Department: Supervisor's Office
Your Name: Jean Spiegel
Your Email: jspiegel@cliftonpark.org
Sponsor: Phil Barrett
Agenda Session Date: 05/19/2025 ✓
Board Meeting Date: 05/19/2025 ✓
Alternate Date: 05/19/2025
Budget Number: A-6772
Budget Description: General fund- senior van employee
Amount: 35,000
Brief Description: Hiring of Justin Brooks for FT Senior Van Chauffeur Grade 4 Step 2, \$53,257 annually, \$29.15 per hour
Add Supporting Docs:
Additional Comments/Details: Justin is a current PT employee in the Public Safety Dept.

Agree to Terms: Agree

[unsubscribe](#)

Resolution No. 108 of 2022, a resolution authorizing the hiring of Justin Brooks, Shawn Thorpe, and Kevin Buchler as part-time Security Officers.

Introduced by Councilwoman Standaert, who moved its adoption, seconded by Councilwoman Walowit.

WHEREAS, vacancies exist for part-time security officers, and

WHEREAS, Justin Brooks, Shawn Thorpe, and Kevin Buchler, have successfully passed the Civil Service Exam, and

WHEREAS, Louis Pasquarell, Director of Safety & Security, has recommended that the above individuals be hired to fill the positions of the part-time security officer; now, therefore, be it

RESOLVED, that Justin Brooks, Shawn Thorpe, and Kevin Buchler be appointed as a part-time Security Officers at Grade 5, Step 1, to be paid \$24.20/ hour, from A-3120-E4010 (General Fund – Security – Part-time Security Officer), effective immediately.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

April 11, 2022

Teresa Brobston, Town Clerk

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
Justin Brooks effective June 5, 2025	4	2	1	29.15		30.00	40.00	\$ 34,980.00

\$ 34,980.00

Rounded to:

\$ 35,000.00

Transfer funds from:
General Fund - Senior Van - B Bollten

A-06772-E0075

\$ 18,000.00

Contingency Fund

A-01990-00015

\$ 17,000.00

Transfer to:
General Fund - Senior Van - J Brooks

A-06772-Exxxx

\$ 35,000.00