

The January 17, 2024, meeting was called to order at 7:00 pm by Town Supervisor Tollisen in the A. James Bold Meeting Room with the following members present:

Kevin J. Tollisen, Supervisor
Paul L. Hotaling, Councilman
John P. Wasielewski, Councilman
Jeremy W. Connors, Councilman
Eric A. Catricala, Councilman
Lyn A. Murphy, Town Attorney
Cathy L. Drobny, Deputy Town Attorney
Lynda A. Bryan, Town Clerk

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PRESENTATION: 1542 ROUTE 9 MIXED USE DEVELOPMENT PDD

Supervisor Tollisen recused himself from the proceedings of this project and Deputy Supervisor Hotaling presided. Deputy Supervisor Hotaling welcomed Jason Dell along with the applicant.

Jason Dell, Engineer at Lansing Engineering: We are here this evening on behalf of the applicant to introduce the project to the Board and answer any additional questions that you may have and request that you send the project along to the Planning Board for a recommendation. Brief overview of the project:

- The project located at 1542 Route 9 proposes a mix of commercial and light industrial uses on a single parcel of land.
- The 14.48 acres project site is located within the C-1 Commercial district.
- Proposed use includes:
 - Drive-thru restaurant
 - Commercial/Retail Building
 - Light Industrial/Flex Building
- Buildings:
 - 2 - Single story commercial buildings along Route 9
1 @ 2,000 sq. ft. & 1 @ 6,800 sq. ft.
 - 4 - Single story light industrial use buildings to the rear
2 @ 13,000 sq. ft., 1 @ 7,800 sq. ft. & 1 @ 11,000 sq. ft.
- Municipal water
- Stormwater managed on-site according to Towns MS4 guidelines.
- PDD will consist of 48% greenspace, 32.2% paving, & 19.6% buildings
- Public Benefit
 - 2,000 linear foot municipal sanitary sewer extension.
 - \$1,000 per 22.32 EDU's = \$22,320.00

Jason Dell: Again, we are here to answer any additional questions that you may have and request that you send the project along to the Planning Board for a recommendation.

Deputy Supervisor Hotaling: The Rock-Climbing Facility, are you going to give access to that?

Jason Dell: Yes, the access will continue back to the edge via our curb cut. It will extend right up through and back to the edge, yes.

Deputy Supervisor Hotaling: On the sewer, have you talked to the Sewer Commission about that?

Jason Dell: We have not proposed or sent any plans to the sewer district yet but that will be next.

Deputy Supervisor Hotaling: I just request that a copy of the project be sent to Emergency Services, both the ambulance and the fire districts.

Jason Dell: Will do.

Deputy Supervisor Hotaling: Thank you.

Councilman Wasielewski: Jason, I'm sure that the Planning Board will review this thoroughly. It looks like there are some 18-wheel trailers there in the larger buildings, I think making a left onto Route 9 might be an issue. I'm sure that the Planning Board will review traffic issues on this.

Jason Dell: That is correct. We have already been in contact with the traffic engineers and discussed that with them. You are correct, the Planning Board will put us through our paces on the traffic.

Councilman Wasielewski: Have any potential tenants been named yet?

Chuck Pafunde: No potential tenants but from the spec basis, the light industrial buildings have a huge market right now for consolidation of commercial office space and warehousing under the same roof. The front commercial spaces have drive-thru components, so we are looking at some retail tenants who are looking to Halfmoon for growth. We've had a number of different conversations, but nothing that can be discussed at this time.

Deputy Supervisor Hotaling: What is the Board's pleasure?

RESOLUTION NO. 70-2024

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
RECUSE: Tollisen
Resolution Introduced by Councilman Wasielewski**

RESOLVED, that the Town Board hereby declares its intent to seek Lead Agency pursuant to SEQRA for the 1542 Route 9 Mixed Use Development PDD.

RESOLUTION NO. 71-2024

**Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Hotaling, Wasielewski, Connors, & Catricala
RECUSE: Tollisen
Resolution Introduced by Councilman Wasielewski**

RESOLVED, that the Town Board refers the 1542 Route 9 Mixed Use Development PDD to the Planning Board for recommendation.

Jason Dell: Thank you.

Supervisor Tollisen came back to preside over the remaining portion of the meeting.

COMMUNITY EVENTS:

The "BUY A BRICK" program for the Halfmoon Veterans Walk of Honor at the Halfmoon Veterans Memorial in the Town Park is now accepting orders. Create a

lasting tribute for your veteran. For more information please call 371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

FARMER'S MARKET: Every Wednesday from 2-5 in the Town Hall Foyer. Come visit our local farms, crafters, and vendors that will be on hand every week.

Halfmoon Comprehensive Plan Update page is now live at <https://www.planhalfmoon.com/>. Visit the website to find out more about the Halfmoon Comprehensive Plan Update, learn about upcoming meetings, review draft documents, get added to email announcements and to share your own comments about the future of Halfmoon.

TOWN MEETINGS:

Town Board Meetings: 1st & 3rd Wednesday of month at 7:00pm. Pre-meeting at 6:15 pm

Zoning Board of Appeals: 1st Monday of month at 7:00 pm. Pre-meeting at 6:45pm

Planning Board Meeting: 2nd & 4th Monday of the month at 7:00 pm. Pre-meeting at 6:15 pm (If the Holiday falls on a Monday, the meeting will be held on the next day, Tuesday).

Trails & Open Space Committee: 3rd Monday of the 3rd month at 7:00 pm unless otherwise announced. The 2024 dates are 1/16, 4/15, 7/15, and 10/21.

PUBLIC COMMENT (for discussion of agenda topics)

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor) As the Board is aware, we started our Tour of Businesses throughout Halfmoon this morning with the Capital Region Chamber. Pete Bardunias and myself started visiting some Halfmoon businesses trying to highlight some of them and we will culminate that to a big breakfast where we will invite all of our businesses to say thank you for their investment to our community sometime in May. We are going to continue to do this every few weeks. We are blessed here in Halfmoon with low taxes and great service. Our large and small businesses are all a part of it, so thank you!!

Paul Hotaling (Deputy Town Supervisor): (1) Chair of Personnel Committee (2) Ethics Committee, (3) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance) (4) Co-Chair for Character Counts, (5) Liaison to Comprehensive Plan Update Committee

I would like to thank the Highway crew for the great job they did with the snow removal, they hit it out of the park!

John Wasielewski (Town Board Member): (1) Liaison to Planning Board, (2) Chair of Committee of Emergency Services and Public Safety, (3) Liaison to Animal Control and related services.

I have nothing this evening, Mr. Supervisor

Jeremy Connors (Town Board Member): (1) Liaison to Zoning Board; (2) Chair of Business and Economic Development Committee (3) Chair for Not-for-Profit Organizations, (4) Liaison to Comprehensive Plan Update Committee

Thank you. Just one thing this evening, Mr. Supervisor. With the freezing weather and the snow, please check on your neighbors, especially the elderly and make sure they are ok. That is all I have.

Eric Catricala: (Town Board Member): (1) Co-Liaison to Planning Board, (2) Co-Chair of Business and Economic Development Committee (3) Chair for Parks and Athletic Organizations, (4) Chair for Recreation (5) Co-Chair for Character Counts, (6) Liaison to Trails and Open Space Committee

I have nothing this evening, Mr. Supervisor

Lynda Bryan (Town Clerk): (1) Chair of Senior Programs, (2) Chair of Committee on Historical Archives

I also have nothing this evening.

Dana Cunniff (Receiver of Taxes): (1) Chair of Committee on Residents Relations

Lyn Murphy, Esq., (Town Attorney) I have nothing this evening.

Cathy Drobny, Esq. (Deputy Town Attorney) I have nothing this evening.

PUBLIC COMMENT (for discussion of agenda topics) No one came forward.

Supervisor Tollisen: Department Reports and the monthly Department Manager Reports are listed and can be viewed in the Town Clerk's Office. We do ask our Department Managers to provide monthly reports in addition to having Department Manager monthly meetings where we all discuss the important things that go on in each of the offices.

DEPARTMENT REPORTS –

1. **Building Permits**
Total # Permits – 30 Total Fees Submitted to the Supervisor - \$20,261.00
2. **Fire Inspections**
Total # Inspections –34 Total Fees Submitted to the Supervisor - \$3,450.00
3. **Town Justice Suchocki**
Total # Cases – 105 Total Fees Submitted to the Supervisor - \$10,911.50
4. **Town Justice Fodera**
Total # Cases – 96 Total Fees Submitted to the Supervisor - \$12,302.00

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Highway Department, Animal Control, Parks & Grounds

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the January 8, 2023, meeting.
Received & Filed
2. Received from the NYS Department of State, notification that Local Law #9-2023 for the modification of the roadway and infrastructure dedication procedures was filed in their office on December 27, 2023.
Received & Filed
3. Received from the Halfmoon-Waterford Fire District, notification of approval of a resolution subject to permissive referendum to withdraw up to \$340,627.50 to be put towards the acquisition of 35 Self Contained Breathing Apparatus and affiliated equipment. Petitions for a referendum must be submitted to the secretary no later than 30 days after the date of publication of this notice.
Received & Filed

4. Received from Halfmoon Celebrations Associations, Inc., a thank you card for the Town of Halfmoon's generous support in 2023.

Received & Filed

5. Received from Joshua Fitzpatrick, his letter of resignation as Public Information Officer effective immediately.

Received & Filed

6. Received from St. Pauly Textile, Inc., sharing with the Town the 28,379 pounds of clothing taken in at the shed at the Highway Department was enough to clothe 5,228 people.

Received & Filed

NEW BUSINESS

RESOLUTION NO. 54-2023

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Town Clerk Bryan

RESOLVED, that the Town Board approves the minutes of the Regular Town Board Meeting of January 3, 2010, as presented.

RESOLUTION NO. 55-2023

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Town Clerk Bryan

RESOLVED, that the Town Board approve the minutes of the Organizational Town Board Meeting of January 3, 2024, as presented.

RESOLUTION NO. 56-2024

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Superintendent of Highways Bryans

RESOLVED, authorizing the Supervisor to enter into an agreement with MJ Engineering, Architecture, Landscape Architecture and Land Surveying, P.C. to provide engineering services associated with the preparation of the Town's Lead Service Line Inventory (LSLI) in accordance with the proposal submitted by MJ Engineering dated December 19, 2023, in the not to exceed amount of \$19,300.00 and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Town Attorney Murphy: The only thing that I will state is that MJ has rebranded, so you will see that the title is different, but it doesn't change any of the other contracts that we have with them. So, moving forward, you will see this longer title.

RESOLUTION NO. 57-2024

Offered by Councilman Wasielewski, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Superintendent of Highways Bryans

RESOLVED, authorizing the Supervisor to enter into an agreement with MJ Engineering and Land Surveying, P.C. to provide GIS services associated with developing an asset inventory of the traffic signs located on Town owned roads in accordance with the proposal submitted by MJ Engineering dated October 27, 2023, in the not to exceed amount of \$25,000.00 and to authorize the Supervisor to sign the agreement and any documentation necessary to complete the work, subject to the review and approval of the Town Attorney.

Supervisor Tollisen: I want to check with the Town Attorney. Was there a higher number than that before?

Town Attorney Murphy: It actually went up. It was \$22,000 but then we included some...

Supervisor Tollisen: Ok, so that is the higher number?

Town Attorney Murphy: That is the higher number.

Supervisor Tollisen: Ok, I just wanted to make sure. Thank you.

RESOLUTION NO. 58-2024

Offered by Councilman Connors, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Superintendent of Highways Bryans

**TOWN OF HALFMOON
BRIDGE NY/BUTTON ROAD CULVERT PROJECT
RESOLUTION NUMBER: 58-2024**

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the Bridge NY/Culvert, Button Road, Town of Halfmoon, P.I.N. 1762.71/D (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 0% Federal funds and 100% non-federal funds; and

WHEREAS, the Town of Halfmoon will design, let and construct the Project: and

WHEREAS, the Town of Halfmoon desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the Town Board of the Town of Halfmoon , duly convened does hereby

RESOLVE, that the Town Board of the Town of Halfmoon hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Town Board of the Town of Halfmoon hereby authorizes the Town of Halfmoon to pay 100% of the cost of Design and Construction phase of work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from

Bridge NY funds; and it is further

RESOLVED, that the sum of \$ 1,499,320.00 (one million four hundred ninety-nine thousand three hundred twenty) is hereby appropriated from the General Fund and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the TOWN BOARD hereby agrees that the Town of Halfmoon shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the Town of Halfmoon; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the Town Board of the Town of Halfmoon shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that the Town Board of the Town of Halfmoon hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

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

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

RESOLVED, this Resolution shall take effect immediately.

RESOLUTION NO. 59-2024

Offered by Councilman Hotaling, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Building & Planning Director Harris

RESOLVED, that the Town Board hereby appoints Joseph Landy as an Alternate Planning Board member pursuant to Chapter 22 of the Local Laws of the Town of Halfmoon, to be paid \$546.00, prorated, in December so long as he attends 60% of the remaining meetings of the Halfmoon Planning Board.

Supervisor Tollisen: Joe is with us this evening. Congratulations and thank you for wanting to serve with us. I will note that he did come to the pre-meeting and introduced himself.

RESOLUTION NO. 60-2024

Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Director of Water Tironi

RESOLVED, that the Town Board authorizes the Water Department to purchase two (2) 2024 Chevy 2,500 Pickups per Franklin County bid #FAN856351 in the not to exceed amount of \$53,945.60 a piece for a total of \$107,891.20 and to authorize

the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 61-2024

**Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Supervisor of Buildings & Grounds Maiello**

RESOLVED, that the Town Board authorizes the Supervisor to enter onto an agreement with Center for Security in the amount of \$15,925.00 to install NXT readers along with the additional equipment and services as detailed in the proposal dated January 2, 2024, for the Highway garage per the recommendation of the Supervisor of Buildings & Grounds and hereby authorize the procurement of their professional services requiring technical skills which do not lend themselves to procurement through solicitation an authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 62-2024

**Offered by Councilman Hotaling, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Superintendent of Highways Bryans**

RESOLVED, that the Superintendent of Highways has determined that a Core Cut Asphalt Saw model #CC1300, a Stihl Asphalt Saw model TS780, and two 2022 Mack GU 712 dump truck bumpers owned by the Town of Halfmoon are equipment that should be sold or otherwise disposed of on Auctions International as they are no longer of use to the Town, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 63-2024

**Offered by Councilman Wasielewski, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Superintendent of Highways Bryans**

WHEREAS, the Town Board of the Town of Halfmoon approved letting bids for disposal privilege for household garbage, construction and demolition materials, collected at the Town of Halfmoon transfer station; and

WHEREAS, the Superintendent of Highways has reviewed the bids and determined that Casella Waste Management of N.Y., Inc. is the apparent low bidder for the disposal privilege and recommends that the Town proceed with awarding the bid to Casella Waste Management of N.Y., Inc.;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the Town Board of the Town of Halfmoon hereby awards the bid for the disposal privilege for household garbage, construction and demolition materials, collected at the Town of Halfmoon Transfer and authorizes the Supervisor to execute any and all

necessary documents to proceed with awarding this bid, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 64-2024

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building & Planning Coordinator Harris

RESOLUTION 64-2024

RESOLVED, that the Town of Halfmoon applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation (“OPRHP”) under the Recreational Trails Program (RTP);

RESOLVED, that the Town of Halfmoon is authorized and directed to accept these grant funds in an amount not to exceed \$127,280.00 for the project described in the grant application;

RESOLVED, that the Town of Halfmoon is authorized and directed to agree to the terms and conditions of the Master Contract with OPRHP for the Champlain Canalway Trail Extension Project;

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

RESOLVED, that the governing body of the municipality delegates signing authority to execute the Master Contract and any amendments thereto, any required deed of easement, and any other certifications to the individual(s) who hold(s) the following elected or appointed municipal office(s) or employment position title(s): Town Supervisor and/or Town Attorney;

CERTIFIED TRUE COPY I, Lynda Bryan, Clerk of the Town of Halfmoon, hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on January 17, 2024, at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

Dated: _____

Clerk Signature:

RESOLUTION NO. 65-2024

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Town Attorney Murphy

RESOLVED, that the Town Board declares its intent to seek Lead Agency pursuant to SEQRA for this grant project for the Champlain Canalway Trail Extension.

RESOLUTION NO. 66-2024

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

RESOLVED, that the Town Board authorizes the Parks and Town Property Department to purchase an Excavator per New York State Contract #69404, pursuant to quote #2729069, in the not to exceed amount of \$68,069.22 from Kubota and to authorize the Town Supervisor to execute any documentation necessary to effectuate the purchase, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 67-2024

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Supervisor of Buildings & Grounds Maiello

RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement with National Grid for remote net metering charges, and hereby authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.

RESOLUTION NO. 68-2024

Offered by Councilman Catricala, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala
Resolution Introduced by Building & Planning Coordinator Harris

RESOLVED, that the Town Board hereby appoints Laurie Barton as a Planning Board member for the Town of Halfmoon Planning Board, term to expire December 31, 2030, subject to the review and approval of the Town Supervisor.

PUBLIC COMMENT (for discussion of non-agenda items)

There being no further business to discuss or resolve on a motion by Councilman Connors and seconded by Councilman Wasielewski, the meeting was adjourned at 7:20 pm.

Respectfully Submitted,

Lynda A. Bryan, Town Clerk



Engineering and
Land Surveying, P.C.

#56

1533 Crescent Road
Clifton Park, NY 12065
Phone: 518.371.0799
mjelspc@mjels.com
mjels.com

December 19, 2023

Kevin Tollisen, Town Supervisor
Town of Halfmoon
2 Halfmoon Town Hall Plaza
Halfmoon, NY 12065

Re: Proposal for Engineering Services
Lead Service Line Inventory
MJ Proposal No. 2023636

Dear Supervisor Tollisen:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Halfmoon (Town) with this proposal for engineering services associated with the preparation of the Town's Lead Service Line Inventory (LSLI). Based on previous discussions with the Town, MJ's project understanding, and associated Scope of Services are included below.

PROJECT UNDERSTANDING

The Town owns, operates, and maintains a Community Water System (CWS) that currently has approximately 7,168 water service line connections. Following the enactment of the federal Lead and Copper Rule Revision (LCRR) on December 16, 2021, regulatory framework mandates that all federally defined CWSs prepare a comprehensive inventory of water service lines. Within New York State (NYS), this legislative mandate extends to all water systems, requiring the creation of an initial service line material inventory that encompasses both publicly and privately-owned service lines.

Aligned with the LCRR guidelines established by the New York State Department of Health (NYSDOH) and the United States Environmental Protection Agency (USEPA), CWSs are mandated to conduct a meticulous inventory of service line materials, disregarding ownership distinctions. Of particular significance is the LCRR's directive for water systems to identify and publicly disclose information pertaining to lead, galvanized steel pipes necessitating replacement, or service lines characterized by an "unknown lead status." Compliance with the LCRR necessitates water systems to include specific details in their service line inventory, with a mandatory submission deadline to their primacy agency, the NYSDOH, by October 16, 2024. Additionally, water systems are required to make this information publicly accessible and adhere to notification protocols outlined by the LCRR.

The Town has requested MJ to prepare the required LSLI documents and coordinate the submission with the NYSDOH prior to the mandatory deadline.

SCOPE OF SERVICES

Following Notice of Award, MJ will conduct a kickoff meeting with the Town to review project goals, scope, and schedule; introduce the project team; establish lines of communication; and compile available background and record information.

To successfully complete this project with the Town, MJ offers the following scope of services:

Task 1 - Data Collection and Records Review

MJ will assist in data collection necessary to perform a records review of all available tax parcel data and historical information, within the Town's water system, to identify and inventory all properties.



The process of data collection and records review will encompass the gathering, organization, and analysis of information required for the development of an initial inventory database. The data collection and records review process will adhere to guidelines set forth by both the US EPA and NYSDOH. The complexity and level of effort for this task are contingent upon the condition and accessibility of existing records, files, and additional information listed below. To ensure a collaborative and efficient approach, MJ will engage in meetings with the Town to determine and agree upon the appropriate level of effort required for the successful completion of the data collection and records review tasks.

If the Town has previously identified any lead service lines (LSLs) within the water system, those parcels will be recorded as such in the LSLI. Additionally, MJ will identify any properties that include buildings constructed prior to June 1986. The Safe Drinking Water Act and NYS banned lead pipes (referred to as the "lead ban") and solders from supplying drinking water in June 1986. Therefore, if tax parcel data, assessor's records, or written records as provided by the Town, confirm the entire length of customer-owned service line was installed after June 1986, those service lines (SLs) can be categorized as "known other".

In addition, the following information, if available, will be obtained to provide a further understanding of the Town's water system and to further assist in identifying the presence of LSLs:

- GIS Databases – Halfmoon ArcGIS (ESRI) Data and Layer Information
- Tax Parcel Data – New York State GIS Data (Parcel IDs, Structures, etc.)
- Paper Records and Property Data
- Assessor's Records
- Meter Installation and Replacement Programs
- Tap Cards / Tie Cars
- Water Main Replacement Records
- Distribution System Maps & Drawings
- Water System Standard Operating Procedures
- System Historical Records
- Construction Records and Building Permits
- Water Systems Mapping and/or Record Drawings - meter or water service installation records, capital improvement records, and inspection records.
- Water Sampling Result Records
- Field Inspection Report Records
- Historical building codes, plumbing codes and ordinances.

Hardcopy documents will be scanned and digitized to create a digital record of the source information for LSLI inventory. These records will be used in a validation strategy for the variety of data sources used throughout the project.

Task 2 - Lead Service Line Inventory Database

Based on the records collected and reviewed in Task 1, preferences of the Town, and requirements of NYSDOH, MJ will prepare the LSLI database. The LSLI database will possess robust capabilities, including the ability to track and incorporate records used to identify the material of each portion of the service line connections. The database will serve as a tool for managing, tracking, and presenting information related to water service lines within the Town's water system and is intended to be regularly updated in the future to reflect modifications to the water system and t



o comply with regulatory requirements and future reviews. The database will also provide accurate and up-to-date information on the pipe material and related property information, as additional information is identified and recorded throughout the project. Additionally, this will provide a preliminary inventory that highlights data gaps, which will require additional public outreach to identify pipe material.

Database information will include the following information (if available):

- Property and Customer Information (address, building/residence occupancy records, parcel data, building construction date, etc)
- Water Meter Data and Installation Date
- Service Line Pipe Material and Pipe Size (for both public and private sides)
- Verification Methods and Documentation (record documents, town data, customer survey results, and field observation documentation)

Properties that include building records indicating a construction date after June 1986 will be entered as "non-lead" material for both sides of the service line.

Task 3 - Public Outreach & Property Owner Self-Identification

For any data gaps identified in Task 2, MJ will assist the Town in the development and execution of a public outreach campaign for the LSLI, to inform the public of the hazards of lead exposure and engage property owners in the pipe material identification process. This public outreach will aim to provide customer communication methods and property owner self-verification options for identified "gap" locations to verify the material of service lines. Outreach and communication with businesses, residents, and property owners throughout the campaign will be necessary to provide successful results. MJ will coordinate all communication deliverables, including project notifications, private property owner surveys, etc., with the Town.

As part of the public outreach campaign, MJ will develop a lead service line survey to be sent to property owners located at addresses requiring additional information and verification regarding their service line material. This survey will be sent out by the town and will include a survey that will further assist in identifying and locating the presence of lead services within the project area.

The survey is expected include the following features:

- Goals of the survey, instructions for completing the survey, and where to seek additional information regarding the LSLI and health effects of lead in drinking water.
- Questionnaire including recipient name, address, contact information, age of home/business, and scratch test results.
- Instructions on how to perform a "scratch" test to determine the water service line material entering the home or business.
- Options to complete the survey online or manually (return via mail or drop-off to the Town office).

Task 4 - Field Investigations

After performing the public outreach and mailing campaign, MJ will coordinate with the Town's water department to field verify any remaining service connections that are not populated in the database. For any homes/businesses in which the service material is not identified in the surveys, the following methods will be utilized to further investigate and identify the service lines:



- Visual inspection of private side service line material inside residence
- Visual inspections of meter pit
- Scratch, magnet and swab tests

Task 5 - Initial Inventory Review & Submission

MJ will complete the Initial Inventory, including all identified water service line connections within the water system, organized according to property locations. Information from the working database will be entered into the NYSDOH inventory template and submitted to the NYSDOH by October 16, 2024. The NYSDOH template requires the following information be entered for each connection:

- Street Address, Town, Zip Code
- Public/System Service (SL) Material (lead, copper, galvanized, plastic, known other, non-lead, unknown but could be lead, unknown but unlikely lead, or unknown)
 - Records of Public Side Service Line Material (was it ever previously lead material)
 - Verification Method (records, field inspection, excavation, sequential sampling, statistical analysis/predictive model, other, or not verified)
 - Public/System Service Line (SL) Installation Date
- Private/Customer Service Line Material (lead, copper, galvanized, plastic, known other, non-lead, unknown but could be lead, unknown but unlikely lead, or unknown)
 - Verification Method (records, field inspection, excavation, sequential sampling, statistical analysis/predictive model, other, or not verified)
 - Private/Customer Service Line Installation Date

Prior to submitting the Initial Inventory, a final review will be conducted by MJ with the Town to guarantee accuracy and completeness. This will include verification that the total number of service lines in the Inventory Summary is accurate and confirmation that all required information for both the public/system owned and private/customer owned segments has been completed.

If the Town's water system demonstrates the absence of LSLs by the specified deadline, then the Town will be exempt from providing any further updates. However, if the Town later identifies any water service lines categorized as lead or galvanized pipe material, a notification to the NYSDOH must occur within 30 days, along with an updated Initial Inventory.

Task 6 - Public Accessibility and Consumer Confidence Report

Public accessibility to the Initial Inventory service line information is a critical aspect of compliance with federal and state requirements. Public accessibility documentation must include the following information:

- Location Identifier
- Classification of Service Line Material
- Publicly Accessible Format

However, if the Initial Inventory does not include any lead, galvanized, or unknown service lines, then a written statement may be released, confirming the system is only non-lead.

For Consumer Confidence Reports, applicable to CWSs, specific guidelines are delineated. CWSs with LSLs are required to convey how the public can access information within the service line inventory. Alternatively, CWSs



equipped solely with non-LSLs must furnish a statement confirming the absence of LSLs and clarify how the public can access the service line inventory.

Task 7 - Service Line Customer Notification

If the Initial Inventory identifies any service lines with a material classification of lead, galvanized, or "unknown", then the Town must provide notification to persons served by the water system at that service connection.

Customer notification will require the following information:

- A statement that the service line material is lead, galvanized, or "unknown".
- Information on lead health effects including mandatory health effects language of 40 CFR §141.85(a)(ii)
- Steps to minimize exposure to lead in drinking water.
- Opportunities for service line replacement and available financing programs

ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

1. The Town will distribute the lead service survey, as required, based on the findings of Task 2.
2. Site inspections to visually confirm the material of the existing water service lines are not included. It is assumed that the Town will conduct visual inspections, as required, and provide MJ with the findings for the inventory.
3. CCTV inspections are not included.
4. Water quality sampling is not included.
5. Excavation / Test Pits is not included.

SCHEDULE

MJ will prepare and submit the Initial Inventory submission by October 16, 2024, per EPA 40 CFR §141.80(a)(3)1.

FEE

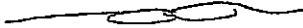
MJ proposes to complete the requested services for a lump sum fee of \$19,300.

MJ will invoice monthly based upon a percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

SUMMARY

Thank you for the opportunity to submit this proposal and we look forward to working with the Town of Halfmoon on this project. If you have any questions, please feel free to contact Carrie Dooley at (518) 371-0799 or by email at carriedooley@mjels.com.

Sincerely,


Michael D. Panichelli, P.E.
President

MDP/cld



AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described above, and in accordance with the Consultant Agreement between MJ and the Town of Halfmoon.

Printed Name

Title

Signature

Date

DRAFT



October 27, 2023

Kevin Tollisen, Town Supervisor
Town of Halfmoon
2 Halfmoon Town Hall Plaza
Halfmoon, NY 12065

Re: Town Roads Traffic Sign Asset Inventory
MJ Proposal No. 2023626 for GIS Services

Dear Supervisor Tollisen:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Halfmoon (Town) with this proposal for GIS services associated with developing an asset inventory of the traffic signs located on Town-owned roads. Based on previous discussions with the Town, MJ's project understanding, and associated Scope of Services are included below.

PROJECT UNDERSTANDING

The Town seeks to develop an asset inventory of the traffic signs located on Town-owned roads, whose length totals about 114 centerline miles. The inventory is to be documented as a GIS layer which will be added to the Town's ArcGIS online web map.

The Town is interested in including typical traffic signage in the inventory such as stop signs, curve warning signs, and speed limit signs. Street name signs are not of interest to the Town as part of this effort and do not need to be included in the inventory.

MJ acquired existing conditions data along Town-owned roads in 2021 using one of our mobile LiDAR mapping systems (MLMS). The MLMS collects 360-degree panoramic photographs and 3D laser scan (LiDAR) pointclouds as shown in Figure 1. At that time, MJ utilized the mobile mapping data for the purpose of developing GIS layers for various Town water and stormwater assets.

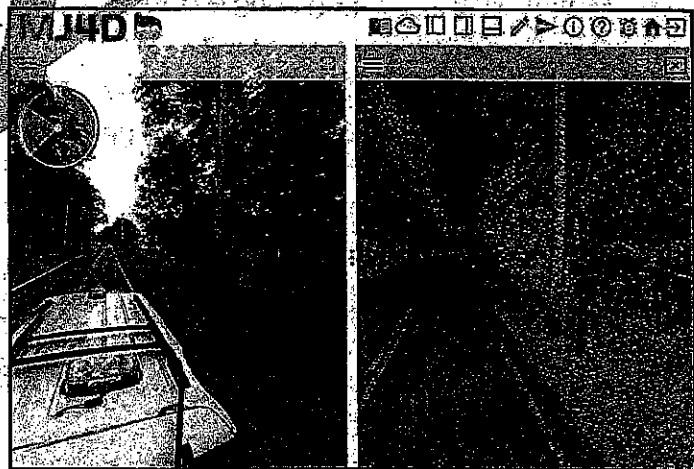


Figure 1: Mobile mapping datasets in the MJ4D app capture curve warning and advisory speed signs on Clamsteam Rd

MJ shared the data with the Town through our MJ4D web application which is linked to the Town's ArcGIS Online web map through a GIS layer. The mobile mapping data captures roadway features within line-of-sight of the collection vehicle including traffic signs, and therefore is an optimal resource that can be utilized again as the basis for developing this traffic sign inventory.



SCOPE OF SERVICES

Following the Notice to Proceed, MJ will develop the traffic sign asset inventory as described in the following scope of services:

Task 1 – Develop Traffic Sign Asset Inventory

MJ will utilize the mobile mapping datasets we previously collected in 2021 to develop an asset inventory of traffic signs located on Town-owned roads. MJ's mapping technicians will virtually navigate through the datasets from desktop computers using our MJ4D software to identify the locations of permanent traffic signs:

When a traffic sign is identified its location will be added to a consolidated GIS layer as a point feature. Other information about the sign such as type and condition will also be noted on the points in the GIS layer using attribute fields, such as:

- Sign Category (e.g., Regulatory)
- Sign Type (e.g., Speed Limit)
- Sign Text (as needed e.g., SPEED LIMIT 30)
- Mount Type (e.g., single post)
- Gen Condition (e.g., good)
- Lat /-Long (e.g., 42.805491 / -73.754007)
- MJ4D Link (MJ4D web app URL)

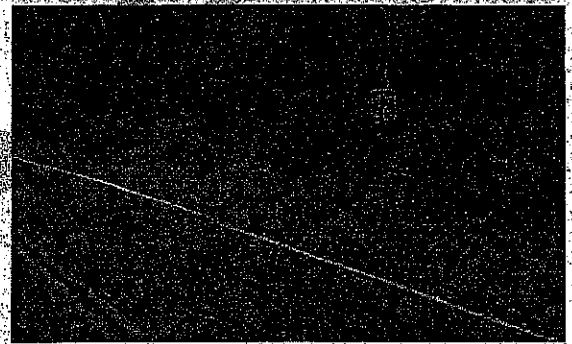


Figure 2 - Example traffic sign

Deliverable:

- o GIS point layer representing traffic sign locations on Town-owned roads
 - o To be added to the Town's existing ArcGIS Online web map as a new layer
 - o To be provided to the Town as exported digital files in GIS shapefile (.shp) and Excel table (.xlsx) format

SCHEDULE

MJ is prepared to begin the work identified in this proposal within four (4) weeks of Notice to Proceed. Task 1 would be completed in approximately twelve (12) weeks thereafter.

FEE

MJ proposes to complete Task 1 for a lump sum fee of \$25,000. MJ will invoice monthly based upon a percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.




ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

1. The asset inventory will only include permanent traffic signs along Town-owned roads, which total about 114 centerline miles. Street name signs will not be included in the inventory.
2. Asset inventory will be developed from an office setting based on the mobile mapping data that MJ acquired in 2021. No fieldwork will be performed as part of this scope of work.
3. Work to be performed and deliverables to be developed are limited to the aforementioned scope of services.
4. Town of Halfmoon will continue to retain a license agreement with Esri for their ArcGIS Online subscription, and continue to pay Esri directly for said subscription. It is anticipated that the addition of this new traffic signs layer to the Town's existing ArcGIS Online web map will remain within the Town's current allotment of cloud storage credits and will therefore not increase their annual subscription cost.

SUMMARY

Thank you for the opportunity to submit this proposal and we look forward to working with the Town of Halfmoon on this project. If you have any questions, please feel free to contact Carrie Dooley at (518) 371-0799 or by email at carriedooley@mjel.com

Sincerely,


Michael D. Panichelli, P.E.
President

MDP/cld

AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described above, and in accordance with the Consultant Agreement between MJ and the Town of Halfmoon.

Printed Name

Title

Signature

Date

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1762.71**

OSC Contract #: _____	Contract Start Date: <u>1/1</u> (mm/dd/yyyy)	Contract End Date: <u>1/1</u> (mm/dd/yyyy)
<input type="checkbox"/> Check, if date changed from the last Schedule A		
Purpose: <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.		
Agreement Type: <input checked="" type="checkbox"/> Locally Administered	Municipality/Sponsor (Contract Payee): <u>Town of Halfmoon</u>	
Other Municipality/Sponsor (if applicable): _____		
<input type="checkbox"/> State Administered	List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.	
<input type="checkbox"/> Municipality:	_____ % of Cost share	
<input type="checkbox"/> Municipality:	_____ % of Cost share	
<input type="checkbox"/> Municipality:	_____ % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals		
<input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS		
Work Type: <u>HWY CULVERT</u>	County (if different from Municipality): <u>Saratoga</u>	
<i>(Check, if Project Description has changed from last Schedule A):</i> <input type="checkbox"/>		
Project Description: <u>Bridge NY Culvert Button Road</u>		
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

A. Summary of Participating Costs FOR ALL PHASES <small>For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old". All totals will calculate automatically.</small>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1762.71.301	Current	Other (see FN)	\$1,499,320.00	\$0.00	\$1,499,320.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS			\$1,499,320.00	\$ 0.00	\$1,499,320.00	\$ 0.00	\$ 0.00

NYS DOT/State-Local Agreement - Schedule A PIN 1762.71

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$1,499,320.00	\$ 0.00	\$1,499,320.00
Total FEDERAL Cost			\$ 0.00
Total STATE Cost			\$1,499,320.00
SFS TOTAL CONTRACT AMOUNT			\$1,499,320.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Josephine Carrasquillo</u> Phone No: <u>518-242-5074</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See LPB's SharePoint for link to sample footnotes)

- This is a Bridge NY Culvert project. Reimbursement for this project is capped at \$1,499,320.00 (the amount shown above). Design funds = \$80,000.00. Funding can be used for any phase of this project.
- Projects must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed 30 months of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal forces. Therefore, Sponsors are strongly encouraged to have projects substantially complete 24 months of commencing construction.

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

(To be included in all contracts)

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

DRAFT

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER: 1762.71

PHASE: PER SCHEDULES A

BridgeNY Culvert Local Project Agreement

CONTRACT NO. D040986

This Agreement is by and between:

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

and the Town of Halfmoon (the "Municipality/Sponsor")

with its office at 2 Halfmoon Town Plaza, Clifton Park, NY 12065.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as Bridge NY/Culvert Button Road, Town of Halfmoon (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____, adopted at meeting held on _____, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

MUNICIPALITY/SPONSOR: Town of Halfmoon

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NOW, THEREFORE, the parties agree as follows:

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

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises (M/WBE) Service Disabled Veteran Owned Businesses (SDVOB) - Equal Employment Opportunity (EEO) Policy Statement.

• Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note - Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Federal Aid Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licenser, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

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

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

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

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

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

6. *State Recovery of Ineligible Reimbursements* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipality/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

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

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

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York

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State, integrity, experience, ability, prior performance, and organizational and financial capacity.

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

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

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

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

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

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

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance

benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

12.1 Time Is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed BridgeNY Agreement approved by the Office of the State Comptroller.

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

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written

approval therefor from NYSDOT.

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

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at epunit@osc.state.ny.us.

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts,* including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at www.dot.ny.gov/main/business-center/civil-rights/.

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct

MUNICIPALITY/SPONSOR: Town of Hallmoon

PROJECT ID NUMBER: 1762.71

PHASE: PER SCHEDULES A

goals are included in the project advertisement.

18.1.4 Good Faith Efforts. If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 M/WBE and SDVOB Compliance Reports. The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15th day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: www.dot.ny.gov/dotapp/ebo.

18.1.6 Failure to Comply. If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement; or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 Equal Employment Opportunity (EEO) Requirements. EEO goals (as provided in the "Local Projects Manual") EEO Policy Statement (as provided in "Appendix B - M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

18.1.8 EEO Monitoring and Reporting. EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

19. Compliance with Procedural Requirements. The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY - Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

20. Extended Records Retention Requirements.

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. Notice Requirements.

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

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

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

Press F1 to see instructions in blank fields

BridgeNY Culvert Local Project Agreement (04/21)

MUNICIPALITY/SPONSOR: Town of Halfmoon

PROJECT ID NUMBER: 1762.71

PHASE: PER SCHEDULE A

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

New York State Department of Transportation (NYSDOT)

Name: Lorenzo DiStefano, P.E.

Title: RLPL

Address: 50 Wolf Road, Suite 1s50 Albany, NY 12232

Telephone Number: 518-485-1715

Facsimile Number: 518-457-4640

E-Mail Address: Lorenzo.DiStefano@dot.ny.gov

Municipality/Sponsor Town of Halfmoon

Name: Kevin Tollisen

Title: Supervisor

Address: 2 Halfmoon Town Plaza, Clifton Park, NY 12065

Telephone Number: (518) 371-7410

Facsimile Number:

E-Mail Address: ktollisen@townofhalfmoon.org

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

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

A1. Preliminary Engineering ("PE") Phase

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

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

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

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

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

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

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

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APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES - EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, Kevin J. Tollisen, the representative for the Town of Halfmoon, adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at the Button Road culvert.

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newyorkcontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.

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

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

Kevin J. Tollisen is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # D040986) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	16.00%	18.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	19.00%	7.00%	6.00%
CN: Construction	8.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	5.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: FY21-22 M/WBE Goal Plan and FY2021 SDVOB Goal Plan. In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work;
- (2) the potential subcontract opportunities available in the prime contract;
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities;
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work;
- (5) the geographic location of the contract performance;
- (6) the extent to which geography is material to the performance of the contract;
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract;
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by

APPENDIX B

submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____

Title: _____

Name: _____

Date: _____

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127 Wolf Road
Albany, New York 12205
NYS DMV REG. No. R301-0116
(518) 458-7700

#60

Bill Asprion SALESPERSON Steve Gordon
Town Of Halfmoon
BUYER'S NAME
2 Halfmoon Town Plz
STREET ADDRESS Halfmoon NY 12065
CITY (518) 371-7410 STATE NY (518) 339-5225 (518) 858-1186 ZIP
RES. PHONE Frank Tironi BUS. PHONE fironi@townofhalfmoon.org
DRIVER'S LIC. NO. EMAIL ADDRESS

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE VEHICLE

NEW USED DEMO YEAR 2024 STOCK# TBD
MAKE Chevrolet Model Silverado 2500HD
BODY TYPE Crew Cab Automatic AUTO SF 4WD
BODY COLOR Summit White TRIM WT
DEL. DATE TBD
ESTIMATED DELIVERY DATE / PLACE OF DELIVERY

If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxicab, driver education vehicle, rental vehicle or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of this vehicle was as a police vehicle, a taxicab, a driver education vehicle, or a rental vehicle. This vehicle was repurchased under New York "lemon laws" returned for nonconformity of its warranty.

THE TRADE

YEAR MAKE
MODEL BODY
COLOR TYPE
MILEAGE
PLATE NO. EXP. DATE NEED PLATE

THE CLOSEOUT

BAL OWING TO: ADDRESS
AMOUNT GOOD UNTIL WHEN CONTACTED
ACCT. NO.

INSURANCE

INS. AGT. PHONE
ADDRESS
INS. CO.
POL. NO.
EFF. DATES

DEPOSITS

DEPOSIT WITH ORDER NO.
ADDITIONAL DEPOSIT
TOTAL DEPOSITS (TRANSFER TO RIGHT COLUMN) \$0.00

*** NOTICE TO USED VEHICLE BUYER:** If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade-in, the dealer may pay you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles as adjusted for mileage, improvements, and any major physical or mechanical defects rather than the value listed in this agreement. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES.

I HAVE READ THE TERMS ON THE FRONT AND BACK OF THIS AGREEMENT AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND I UNDERSTAND THAT THE FINAL PAYMENT MUST BE MADE PRIOR TO

ANY MOTOR VEHICLE TRANSACTIONS AND MUST BE IN CASH OR CERTIFIED CHECK ONLY.
BUYER'S SIGNATURE DATE
ACCEPTED BY Kyle Marsh DATE

THE PRICE

VEHICLE PRICE	\$54,845.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE)	
FACTORY INSTALLED EQUIPMENT	
OPTION CODE: NYS BID ASSIST / FAN 856351	
CK20743 1WT 4WD	
FRANKLIN Co PIGGYBACK	-\$1,096.90
DEALER INSTALLED EQUIPMENT AND SERVICES	
NYS WASTE TIRE MANAGEMENT AND RECYCLING FEE \$2.50 PER NEW TIRE	
<p>THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE. THE COMMISSIONER OF MOTOR VEHICLES, THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.</p> <p>01/02/2024 Purchaser's Initials: _____ Date:</p> <p>The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.</p>	
TAXES AND OTHER FEES	
SUBTOTAL OF VEHICLE AND OPTIONS	\$53,748.10
TRADE-IN ALLOWANCE	
OTHER (ITEMIZE)	
COUNTY Saratoga TAXES AT EXEMPT%	
*TIRE FEE	\$12.50
N.Y.S. INSPECTION FEE	\$10.00
REGISTRATION FEES (ESTIMATE)	N/A
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE. *	\$175.00
TOTAL SELLING PRICE	\$53,945.60
PLUS BALANCE OWING ON TRADE-IN	
NET	
LESS DEPOSITS SUBMITTED (TRANSFER FROM LEFT COLUMN)	
CASH DUE ON DELIVERY	\$53,945.60

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER. SEE THE OTHER SIDE FOR ADDITIONAL TERMS.

#61.

Center for Security

Tom Walsh - Scott Hogan

1659 Route 9

Clifton Park, New York 12065

518-274-0046 518-383-5329

shop@centerforsecurity.com

www.centerforsecurity.com

January 2, 2024

Town of Halfmoon

Highway Garage

Attn: PJ

Enclosed herein, please find a quotation for Center for Security to add four doors to the existing card access system. Existing power supply will be used. Customer must supply lift. The following doors will be added:

- Mechanics Space South
- Mechanic Space North
- New Truck Bay West
- New Truck Bay South

4- NXT Readers
 1- Door Controller
 4- HPS 2000 Electric Strikes
 4- RB12/24 Relays
 Prevailing Labor to Install
 Gas Surcharge
 Service Call to Location

Total \$15,925.00
 Add Tax if Applicable

We require a 50% down payment upon acceptance of quotation and balance in full is due at time of completion of work. Should you have any questions, please feel free to contact our office at any time. We look forward to hearing from you at your earliest convenience.

Estimated by:
 Scott Hogan

Please sign and email to shop@centerforsecurity.com, upon acceptance of quotation.

Signature _____

Date _____

Pricing valid for 30 days.