

# TOWN OF CLIFTON PARK TOWN BOARD MEETING

May 17, 2021

- I. **DISCLAIMER:** *Due to the current status of the pandemic in our area, entry to the meetings is limited. Please check [www.cliftonpark.org](http://www.cliftonpark.org) for final agenda with updates.*  
The Town Board meeting can be viewed live by visiting [www.cliftonpark.org](http://www.cliftonpark.org) Scroll down to click



II. **Call to Order/7:00 P. M.**

III. **Pledge to Flag**

IV. **Roll Call**

V. **Approval of Town Board Minutes**

VI. **Communications/Announcements**

VII. **Business**

- **Recognition of Eagle Scouts Leo Coons and Ryan Haug**
- **Resolutions for Consideration**

VIII. **Open Public Privilege**

NOTE:

At this time, the Town Board meeting will be open to the public with strict social distancing protocol in place. Please check [www.cliftonpark.org](http://www.cliftonpark.org) for final agenda and updates. All visitors must wear a face mask at all times. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

IX. **Adjournment**

Resolutions for Consideration  
Clifton Park Town Board Meeting  
May 10, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Recognize Eagle Scout Leo Coons	P. Barrett
2. Supervisor	Recognize Eagle Scout Ryan Haug	P. Barrett
3. Supervisor	Classify Riverview Park District Sport Court Rehabilitation Projects pursuant to SEQRA 6NYCRR Part 617	P. Barrett
4. Supervisor	Schedule a public hearing to consider the proposed improvements to the sport courts in the Riverview Park District	P. Barrett
5. Supervisor	Authorize a change of location for the Town Board meeting of June 7, 2021 to the Clifton Park Senior Community Center	P. Barrett
6. Supervisor	Accept a quote from Carmanah Technologies Corp. for (4) Rectangular Rapid Flash Beacons for pedestrian crosswalks	P. Barrett
7. Sewer	Authorize the Supervisor to sign a contract with Prime AE for up to \$97,400 for Phase I design and bid services for the Riverview Landing Sewer District improvements	P. Barrett
8. Supervisor	Authorize the Supervisor to sign an agreement with the Clifton Park- Halfmoon Piranhas for use of the Country Knolls Swimming Pool during the 2021 pool season	P. Barrett
9. Planning Board	Appoint Keith Martin as a member of the Planning Board and Jennyfer Gleason as Alternate	P. Barrett
10. Parks & Recreation	Authorize the Supervisor to sign a contract with Shen Crew, a seasonal subcontractor for Summer 2021	P. Barrett
11. Parks & Recreation	Authorize the hiring of Camp Counselors for the 2021 summer camp season	P. Barrett

12. Supervisor

Authorize the hiring of Pamela Lamboy as Receptionist

P. Barrett

Resolution No. \_\_\_\_\_ of 2021, a resolution recognizing Leo Coons on achieving the rank of Eagle Scout.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, the Town of Clifton Park, New York, takes immense pride in the accomplishments of its residents, and recognizes the valuable contributions of the Boy Scouts of America to our community and to our nation, and

WHEREAS, Leo Coons entered cub scouts in 2009 (first grade/age 6) and was in Pack 45 through 2014 when he crossed over into Boy Scout Troop 246 at the Clifton Park Elks, and

WHEREAS, the rank of Eagle Scout is the highest award that a Boy Scout can earn and to achieve this rank, Leo Coons demonstrated leadership within Troop 246, holding positions as den chief, troop guide, assistant senior patrol leader (ASPL) and Senior Patrol Leader (SPL), and

WHEREAS, Leo Coons' Eagle Scout Project benefited the Town of Clifton Park to replicate a former Scout bridge built by Josh Komoroske in 2007, which was destroyed by a large fallen tree. Leo Coons networked with community members including Lindsay Bezio of Lindsey's Old School Barbershop, George Brenner III of Gee Bee Enterprises and Greg Haug as well as local craftspeople in the Amish community, to secure certain wood products, beams and lumber and for construction oversight and support, and

WHEREAS, In Summer 2020, Leo Coons and his team of volunteers built the 40-foot wooden bridge to accommodate pedestrians and small maintenance vehicles in close coordination with the Town Building & Grounds Department, connecting the Clute's Dry Dock site to the original Erie Canal Towpath, along the Mohawk Towpath National Scenic Byway. Leo's project scope included drawing the bridge plans, clearing brush, and building the bridge and access ramps, and extensive fundraising, supported through a grant from the Town of Clifton Park Community Action Fund, the Mohawk Towpath Scenic Byway Coalition, and private donors, and

WHEREAS, Leo Coons has made the most of his scouting career, attending National Youth Leadership Training, and as achieved over 250 community service hours, and

WHEREAS, Leo Coons' dedication to the Boy Scout Oath, while using his time and energy to give back to his community will serve to prepare him for a meaningful, productive role in society, and

WHEREAS, Leo Coons has also excelled outside of Boy Scouts while also participating in youth hockey from the age of five, and will be attending Rochester Institute of Technology in the fall, majoring in Astrophysics; now, therefore, be it

RESOLVED, that the Town Board on behalf of the Residents of Clifton Park does hereby congratulate and salute Leo Coons for his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

Resolution No. \_\_\_\_\_ of 2021, a resolution recognizing Ryan Haug on achieving the rank of Eagle Scout.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, the Town of Clifton Park, New York, takes immense pride in the accomplishments of its residents, and recognizes the valuable contributions of the Boy Scouts of America to our community and to our nation, and

WHEREAS, Ryan Haug entered cub scouts in 2009 (first grade/age 6) and was in Pack 45 through 2014 when he crossed over into Boy Scout Troop 246 at the Clifton Park Elks, and

WHEREAS, the rank of Eagle Scout is the highest award that a Boy Scout can earn and to achieve this rank, Ryan Haug demonstrated leadership within Troop 246, holding positions as quartermaster, troop guide, and assistant senior patrol leader (ASPL), and

WHEREAS, Ryan Haug's Eagle Scout Project benefited the Town of Clifton Park working closely with the Stewardship Subcommittee of the Open Space, Trails & Riverfront Committee and town staff, to carefully design, and create the Blue Trail in the Dwaas Kill Nature Preserve in 2020, and

WHEREAS, throughout 2019, Ryan Haug organized his team of volunteers and coordinated the layout of a trail plan, clearing of brush, trail benching along several hillsides, construction of two stairways, construction of three pedestrian bridge spans across wet areas, construction of two benches at two different scenic lookouts, and installation of trail markers. He also added wayfinding signs at key intersections to guide visitors in their trail selections, and has served as a nature preserve steward of the Dwaas Kill Nature Preserve throughout his project development in 2019-2020, and well beyond its completion into 2021, and has conducted a orienteering event at WinterFest 2021, and

WHEREAS, Ryan Haug has made the most of his scouting career, attending National Youth Leadership Training, and as achieved over 250 community service hours, and

WHEREAS, Ryan Haug's dedication to the Boy Scout Oath, while using his time and energy to give back to his community will serve to prepare him for a meaningful, productive role in society, and

WHEREAS, Ryan Haug has also excelled outside of Boy Scouts while also participating in youth hockey from the age of five, and will be attending Rochester Institute of Technology in the fall, majoring in Mechanical Engineering; now, therefore, be it

RESOLVED, that the Town Board on behalf of the Residents of Clifton Park does hereby congratulate and salute Ryan Haug for his achievement of the rank of Eagle Scout. We are proud to have him as a member of our community.

Resolution No. of 2021, a resolution determining that proposed Riverview Park Tennis and Basketball Court renovation and improvement project is a Type II Action for purposes of the New York State Environmental Quality Review Act.

Introduced by \_\_\_\_\_ who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, the Town Board is considering undertaking the renovation and replacement of Tennis Courts and Basketball Courts at several park locations within the Riverview Park District, as described in a project manual and bid documents prepared by Environmental Design Partnership dated April 7, 2021, which is on file in the Town Clerk's Office; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the Town desires to comply with the SEQR Act and the Regulations with respect to the Project; and

RESOLVED, by the members of the Clifton Park Town Board as follows:

1. The Project constitutes a "Type II Action" under 6 NYCRR § 617.5(c)(2), as it constitutes the replacement, rehabilitation or reconstruction of equipment, in kind, on the same site, and no further action under the SEQR Act and the Regulations is required.
2. This Resolution shall take effect immediately.

Resolution No. \_\_\_\_\_ of 2021, a resolution scheduling a public hearing regarding renovations and improvements for Tennis and Basketball Courts at four locations within the Riverview Park District

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, the Town Board of the Town of Clifton Park (the "Town") proposes to undertake renovations and improvements to the basketball and tennis courts at the Algonquin Road, Westchester Drive, Boyack Road and Archer Drive Parks, all within the Riverview Park District, as described in the Bid Preparation Manual and Documents prepared by Environmental Design Partnership Dated April 7, 2021 which is on file in the Town Clerk's Office; and

WHEREAS, the project will include the repair, replacement, refurbishment, and upgrade of sport courts, the installation of new signage at the Crescent Estates South entrance to the Park, and improvements to the signage at Silver Oaks at Amity Point, as well as the acquisition of playground equipment, and

WHEREAS, the total estimated maximum cost of the Project is \$450,000 which will be funded through the proceeds of obligations issued by the Town, the debt service on which will be paid from assessments levied on properties within the Riverview Park District, and

WHEREAS, the Town Board now desires to call a public hearing regarding the Project, as required by Town Law Section 202-b; now, therefore, be it

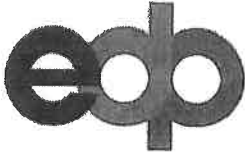
RESOLVED that the Town Board will hold a public hearing to hear all persons interested in the Project, which public hearing shall be held at The Clifton Park Adult Community Center, 6 Clifton Common Blvd, Clifton Park, New York on June 7, 2021, at 7:09 p.m.; and be it further

RESOLVED, and ordered that the Town Clerk give notice of such hearing by publishing in the official Town newspaper the Notice of Public Hearing in substantially the form attached hereto and by posting the Notice of Public Hearing on the Town's official sign-board not less than ten nor more than twenty days before such hearing.

NOTICE OF PUBLIC HEARING  
REGARDING RIVERVIEW PARK DISTRICT  
STATE OF NEW YORK  
COUNTY OF SARATOGA  
TOWN OF CLIFTON PARK

The Town Board of the Town of Clifton Park (the "Town") proposes to undertake the renovation and improvement of the tennis and basketball courts within the Riverview Park District as described in the project manual prepared by Environmental Design Partners dated April 7, 2021, which is on file with the Town Clerk's Office, as well as engineering and estimates in connection with the improvements to park signage, and the acquisition of new playground equipment. The total estimated maximum cost of the Project is \$450,000.00 to be funded through the proceeds of obligations issued by the Town, the debt service on which will be paid from assessments levied on properties within the Riverview Park District. The Town Board will hold a public hearing to hear all persons interested in the Project, which public hearing shall be held at the Clifton Park Adult Community Center, 6 Clifton Common Blvd., Clifton Park, New York, on June 7, 2021 at 7:09 p.m., required by Town Law Section 202-b.

Teresa Brobston, Clifton Park Town Clerk



**ENVIRONMENTAL DESIGN  
PARTNERSHIP, LLP.**

Shaping the physical environment.

900 Route 146 Clifton Park, NY 12065  
(P) 518.371.7621 edplp.com

---

**September 14, 2020**

**Mr. Daniel J. Clemens**

Buildings and Grounds Supervisor  
Town of Clifton Park  
1 Town Hall Plaza  
Clifton Park, NY 12065

Regarding: Proposal for Engineering and Surveying Services  
Proposed Court Improvements  
Algonquin Rd, Westchester Dr., Boyack Rd., and Archer Drive  
Clifton Park, NY

**Dear Mr. Clemens:**

The Environmental Design Partnership, LLP (EDP) is pleased to provide you this proposal for engineering and surveying services associated with the proposed sport court upgrades at the following Town Parks:

- Algonquin Road
- Westchester Drive
- Boyack Road
- Archer Drive

EDP's project understanding and associated scope of services are included below.

**PROJECT UNDERSTANDING**

---

It is EDP's understanding that the Town of Clifton Park is requesting engineering and surveying services associated with the evaluation, design, and preparation of bid documents for the repair or replacement of some or all of three (3) tennis courts, and three (3) basketball courts, within the Town's Riverview Park District. The parks and their associated sport courts are as follows:

<u>Park</u>	<u>Playing Courts</u>
Algonquin Road	Two tennis courts and a basketball court
Westchester Drive	Two tennis courts
Boyack Road	Two tennis courts, one is a combination basketball
Archer Drive	One basketball court

EDP understands that the Town of Clifton Park is requesting limited topographic survey, construction documents, including full project manuals, test pit observation, bid assistance and construction administration services.

As these projects will involve the replacement in-kind of existing sport courts in areas that have been previously disturbed, EDP has assumed that it will be a Type II Action pursuant to the New York State Environmental Quality Review Act (SEQRA) and no archeological investigations will be required.

EDP has assumed that project disturbances will not exceed one acre such that coverage under the New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-15-002) will not be required including preparation of a Stormwater Pollution Prevention Plan (SWPPP).

EDP has assumed that no wetlands are present on the property and has excluded wetland delineation and permitting services.

EDP proposes to complete the following scope of services.

### **SCOPE OF SERVICES**

---

#### Task 1 – Limited Topographic Survey

EDP will collect topographic information (1-foot contours) for each of the sport courts (extending 20 feet beyond the limits of the existing courts). EDP will locate sport courts buildings, facilities, visible above ground utilities and drainage structures within the limits of the survey. The topographic information collected will be used to develop a digital terrain model in AutoCAD. A basemap will be prepared for each location using the limited topographic survey, aerial imagery and tax map information. EDP will establish horizontal and vertical control based upon the North American Datum (NAD) of 1983 (1996) NAD 83 (1996) and the North American Vertical Datum of 1988 (NAVD 88).

#### Task 2 –Construction Documents

EDP will prepare Construction Documents for each location. The plans will generally including the following sheets:

- Cover sheet;
- Notes and legend;
- Existing conditions plan;
- Removals and demolition plan;
- Site/layout plan;
- Grading plan;
- Erosion and sediment control plan: and
- Details.

EDP will prepare a Project Manual that includes the contractual requirements (Division 00 and 01) and technical specifications for the project.

A set of the draft plans and project manual will be provided to the Town of Clifton Park for review and comment. Once comments have been received and incorporated, final plans and project manual(s) will be provided to the Town.

To assess the subsurface soil and/or groundwater conditions, test pit(s) will be advanced by the Town of Clifton Park and observed by EDP.

#### Task 3 – Bidding Assistance

EDP will assist the Town of Clifton Park with the bidding process. EDP will complete the following services:

- Answer questions from prospective bidders related to the site/civil elements of the project;
- Prepare addenda as necessary for the site/civil elements of the project; and,
- Evaluate bids and recommend selection.

#### Task 4 – Construction Administration

EDP will assist the Town of Clifton Park with construction administration during construction. EDP will provide the following construction administration services:

- Response to contractor requests-for-information (RFIs) for site/civil elements of the project;
- Assist in the review of change orders for site/civil elements of the project;
- Assist in the interpretation of contract documents for site/civil elements of the project; and,
- Review of contractor shop drawings and submittals for site/civil elements of the project.

### FIRM QUALIFICATIONS, EXPERIENCE AND ABILITY

EDP is a thirty-three (33) member engineering, landscape architecture and surveying consulting firm that has been in business in Clifton Park for over 42 years. EDP has completed thousands of projects for private, municipal and state agency clients throughout New York State. EDP is currently providing nearly identical services to the Town of Clifton Park for new sport courts and is well qualified to provide these services. EDP can complete all of the services in-house and ideally suited to assist the Town at a moment notice given our location.

### QUALIFICATIONS AND EXCLUSIONS

- The limits of the project scope will generally conform to the property lines. It is understood, however, that utility connections may extend beyond the property lines and within this scope of work are limited to areas immediately adjacent to the site. It is also assumed that there is adequate capacity within existing water supply and sanitary sewer systems for service to the proposed development and that the utility service providers will allow for a new connection. No off-site utility extension design is considered within the scope of this project.
- EDP has assumed there are no wetlands on the property and has excluded wetland delineation and permitting services
- Archaeological studies are excluded.
- Geotechnical engineering investigations are excluded.
- Any and all plans or project documents provided to the Owner or Owner's Contractor prior to final municipal approval or agency review shall be considered preliminary and not to be used for construction or project budgeting. Only those plans bearing the signature and seal

of the issuing professional and approving municipal entities shall be used for construction or project financing considerations.

- This proposal does not include full time site construction observation services or survey stakeout associated with construction.
- Any certifications requested of The Environmental Design Partnership, LLP by the Owner or third parties will be qualified or otherwise limited to the scope of service by The Environmental Design Partnership, LLP. Certifications will be based upon both known facts and observations or professional opinion and in no case shall certifications constitute a guarantee or warranty.
- Underground utility investigations are excluded.
- Any work not specifically included in the Scope of Services is excluded.

**FEE**

EDP proposes to complete the tasks listed above on an hourly basis in accordance with EDP's Charge-Out Rates in effect at the time services are rendered. A copy of our current rates is attached. For your planning and budgeting purposes, EDP recommends the following budgets, by location, be established for the tasks listed above:

<u>Project and Tasks</u>	<u>Budget</u>
<i>Algonquin Road</i>	
1 - Limited Topographic Survey	\$ 2,000
2 - Construction Documents	\$ 5,000
3 - Bid Assistance	\$ 500
4 - Construction Administration	\$ 2,500
<i>Estimated Subtotal</i>	<i>\$10,000</i>
<i>Westchester Drive</i>	
1 - Limited Topographic Survey	\$ 2,000
2 - Construction Documents	\$ 5,000
3 - Bid Assistance	\$ 500
4 - Construction Administration	\$ 2,500
<i>Estimated Subtotal</i>	<i>\$10,000</i>
<i>Boyack Road</i>	
1 - Limited Topographic Survey	\$ 2,000
2 - Construction Documents	\$ 4,000
3 - Bid Assistance	\$ 500
4 - Construction Administration	\$ 2,500
<i>Estimated Subtotal</i>	<i>\$ 9,000</i>
<i>Archer Drive</i>	
1 - Limited Topographic Survey	\$ 2,000
2 - Construction Documents	\$ 3,500
3 - Bid Assistance	\$ 500
4 - Construction Administration	\$ 2,000

Mr. Daniel J. Clemons  
September 14, 2020

**ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.**  
*Shaping the physical environment*

*Estimated Subtotal*

**\$ 8,000**

If all four (4) project locations are awarded, EDP estimates a seven thousand dollar (\$7,000) cost savings with the work totaling approximately \$30,000.

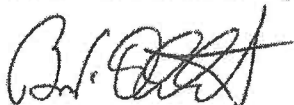
Billing statements will be mailed monthly for the percentage of work completed during the previous calendar month. Payment is requested within thirty (30) days of the billing date. A finance fee of 1.5 percent per month will be assessed on any balance not paid within thirty (30) days. Any disputed billings must be brought to the attention of EDP, in writing, within fourteen (14) days of the billing, otherwise it will be assumed that the billing statement is accurate and acceptable.

Phases will not be billed individually. The individual tasks within each phase will not be tracked and billed separately. EDP will assess a 15% handling charge to process subcontractor charges and their associated invoices. You may elect to retain the subcontractor directly to eliminate this charge. The fee for professional consulting services may be adjusted by deletions or additions to the scope of work at your request.

If this proposal for professional consulting services is acceptable, please sign and return one copy to our office at your earliest convenience. Please contact us at (518) 371-7621 if you have any questions or require any additional information. Thank you for your consideration and we look forward to working with you on this project.

Very truly yours,

The Environmental Design Partnership, LLP



**Brian P. Osterhout, P.E.**

C: Billing Rates

---

Authorization to Proceed (Client Signature)

Date

THE ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.  
HOURLY CHARGE-OUT RATES  
AS OF  
JANUARY 1, 2020

Partner, P.E., L.A., P.L.S. ....	\$160 to \$180 per hour
Associate, P.E., L.A., P.L.S. ....	\$110 to \$160 per hour
Project Engineer .....	\$90 to
Project Landscape Architect .....	\$135 per hour
Project Surveyor .....	
Technician .....	\$75 to
Assistant Design Professional .....	\$95 per hour
Environmental Resource Specialist .....	\$85 per hour
Survey Crew .....	\$145 to \$225 per hour
Survey Assistant.....	\$65 to \$80 per hour
Construction Inspection Services .....	\$85 to \$105 per hour
Secretarial/Bookkeeper .....	\$65 to \$75 per hour
Direct Costs:	
Aerial Photography Fee (drone) .....	\$400 per flight
Aerial Survey Fee (drone) .....	\$50 per acre (\$500 min)
GPS Zeno 20 Field Unit.....	\$65 per hour
Mileage .....	\$0.55 per mile
Large format print charges – Black and White .....	\$0.50 per sq ft
Color .....	\$1.50 per sq ft

Resolution No. \_\_\_\_\_ of 2021 a resolution changing the location of the June 7, 2021 and Town Board Meeting to the Clifton Park Senior Community Center.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, by Resolution No. 1 of 2021 the Town Office Building (Vernon Wood Memorial Town Meeting Room) was designated as the official regular meeting place for the Town Board, and the official regular meetings were established as the first, second and third Monday of each month at 7:00 PM, and

WHEREAS, a State of Emergency was first declared in New York on March 7, 2020, due to COVID-19, and pursuant to Executive Order No. 202.5, issued on March 18, 2020, Town Board Meetings have a limited capacity for in-person attendance and have been accessible online, and

WHEREAS, the potential number of participants at public presentations being held on June 7, 2021 would require more space per applicable distancing guidelines; now, therefore be it

RESOLVED, that the location for the Town Board Meetings for June 7, 2021 will be held at 7:00 PM in the Clifton Park Senior Community Center to allow proper distancing during public participation; and be it further

RESOLVED, that Town Board Meetings will then resume their regular meeting place at the Vernon Wood Memorial Town Meeting Room at Town Hall at 7:00 PM; and be it further

RESOLVED, that the Town Clerk is directed to publish notice of the change of meeting place for the June 7, 2021 Town Board Meeting.

Resolution No. \_\_\_\_\_ of 2021, a resolution authorizing the purchase of four flashing crosswalk systems.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, by Resolution No. 117 of 2017 and No. 141 of 2018, the Town was authorized to purchase flashing beacons to increase awareness at pedestrian crosswalks at several locations throughout town, and

WHEREAS, the Town Board wishes to expand the program by the acquisition of additional units, which provide uniformity with the Town and have become recognizable to motorists and users, and

WHEREAS, quotes were received for the acquisition of additional units, using best value criteria, and

WHEREAS, the flagship crosswalk systems previously acquired by the Town perform as intended and are successful in raising awareness of speeds and of the crosswalks and trails where they have been implemented, and

WHEREAS, the Town Supervisor recommends that four additional beacons be purchased for locations to be determined; now therefore, be it

RESOLVED, that authorization is hereby granted for the purchase of four Carmanah BiDirectional Solar RRFB Crosswalk Systems at a cost of \$13,590.00 from A-3310-0200 [Traffic Safety – Equipment].


---

---

**MEMORANDUM**

---

---

**TO:** PHIL BARRETT, TOWN SUPERVISOR  
**FROM:** MATTHEW ANDRUS, SUPERVISOR'S OFFICE   
**SUBJECT:** 2021 RECTANGULAR RAPID FLASH BEACONS PURCHASE  
**DATE:** MAY 11, 2021  
**CC:** TOM MCCARTHY, TOWN ATTORNEY  
MARK HEGGEN, TOWN COMPTROLLER

---

**BACKGROUND**

In the Spring of 2017, the Town of Clifton Park began investigating the possibility of utilizing Rectangular Rapid Flash Beacons (RRFB) to alleviate ongoing safety concerns at several trail crossings in Town. It was eventually decided that the Town would install three RRFB systems in different locations across Town as part of a pilot program.

The Town chose the Carmanah Bidirectional System for several reasons including cost, it's light weight design and ability to be installed and moved by the Town with existing supplies and its preference by the New York State Department of Transportation.

After a successful pilot program, the Town has continued to add RRFBs at a rate of three per year at additional locations within the Town. The last purchase was in 2019.

The Town has regularly purchased the Carmanah BiDirectional System due to its ease of use and to create uniformity across the Town's crosswalk systems. The Carmanah system has also become the standard for surrounding communities including Malta and Niskayuna. In 2019, New York State Department of Transportation installed the same Carmanah systems in the roundabout constructed at the intersection of Route 146 and Route 146A.

In all three years (2017, 2018, and 2019), the Town purchased the Carmanah RRFB's through Traffic Systems Incorporated.

**2021 PURCHASE JUSTIFICATION**

As the Town has not purchased a Carmanah BiDirectional System since 2019, it was decided that the Town should follow the procedures last utilized to purchase the RRFB's. Specifically, to do our due diligence and confirm that the prices remain market reasonable.

I secured three quotes. The first was from Traffic Systems, incorporated which is headquartered in New York State and has an office in Clifton Park. The second quote was from the manufacturer, Carmanah, and they are headquartered in Canada. The third quote was from Coastal Traffic, Inc. which is headquartered in Maine.

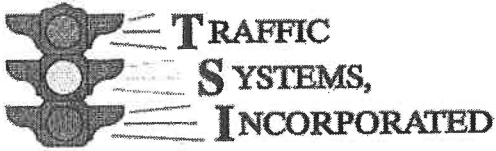
It should be noted that prior to requesting the quotes, the Comptroller's office investigated whether the Town's preferred RRFB was on state contract, which it is not.

Traffic Systems, Incorporated quoted three systems at \$6,185.00 per unit for a total of \$18,555.00. Shipping and handling was included in the quote.

Carmanah quoted three systems at \$3,279.00 per unit for a total of \$19,674.00. There would also be an additional charge of \$474.00 for shipping and handling bringing the total to \$20,148.00.

Coastal Traffic, Inc. quoted three systems at \$7,157.00 per unit for a total of \$22,551.00. Their quote did not reference shipping and handling costs.

The respective quotes have been attached.



1 Corporate Drive, Suite 1  
 Holtsville, NY 11742  
 Phone: (631) 242-4292  
 Fax: (631) 242-4296

Quote: Q21-182  
 Date: 5/6/21  
 To: Matt Andrus - Town of Clifton Park  
 From: William Teese - TSI  
 Re: Carmanah RRFB

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
	<u>CARMANAH R920-E RRFB ASSEMBLY (2 INCLUDED FOR COMPLETE CROSSWALK), EACH INCLUDES:</u>	EA.	3	\$ 6,185.00	\$ 18,555.00
	CARMANAH R90-E SOLAR ENGINE	EA.	2		
	TOP OF POLE MOUNT, 2-2.5" SQUARE AND 2.38-2.88" OD ROUND	EA.	2		
	STANDARD BATTERY, 7AHR, E SERIES ONLY	EA.	4		
	LIGHT BAR WITH CONFIRMATION LIGHT, 16' HARNESS	EA.	4		
	POLARA 9"X12" PUSH BUTTON ASSEMBLY	EA.	2		
<b>TOTAL \$</b>					<b>18,555.00</b>

All items are furnish only unless noted otherwise.  
 All pricing is confidential  
 This quote represents a package proposal. Individual pricing does not apply.  
 Freight: Standard ground parcel or courier truck shipping included in the above. Expedited shipping available at customer's expense.  
 Terms: If new customer, order must be paid in full. Net 30 pending credit approval for subsequent orders.  
 If order paid by credit card, final total will be: \$19297.20  
 Should order be cancelled after receipt of PO, a 5% cancellation fee will apply.  
 Lead Time after written release and approvals:  
 Signals, Hardware, and LEDs: 6-8 weeks, larger quantities can be longer. Lead times may be affected by the current coronavirus situation.  
 Cabinets, Controllers, Detection Equipment: 12-14 weeks, larger quantities can be longer. Lead times may be affected by the current coronavirus situation.  
 Quote is valid for 45 days



**QUOTE FOR:**

Matthew Andrus  
 Town of Clifton Park  
 One Town Hall Plaza  
 Buildings & Grounds  
 Clifton Park NY 12065  
 United States  
 (518) 371-6651

**SHIP TO:**

Matthew Andrus  
 Town of Clifton Park  
 One Town Hall Plaza  
 Buildings & Grounds  
 Clifton Park NY 12065  
 United States  
 (518) 371-6651

**Project:**

Item	Description	QTY	Unit Price	Ext Price
<b>R920E Solar RRFB Crosswalk Flashing Beacon</b>		<b>6 Systems</b>		
84303	R920-E solar engine	6		
67620	Standard battery 7 Ahr.	12		
82872	Top of pole mount 2 - 2.5in square and 2.38 - 2.88in OD round no arms	6		
87668	Light bar with confirmation lights incl. mounting bracket Black	12		
78227	Light bar harness 16ft (std.)	12		
68319	Polara Bulldog pushbutton Yellow	6		
84390	LED or Pushbutton harness 16ft (std.)	6		
79558	9 x 12 sign frame with pushbutton mount sign not included Yellow	6		
69982	9 x 12 MUTCD-compliant pushbutton sign R10-25	6		
		<b>6 Systems</b>	<b>\$3,279</b>	<b>\$19,674</b>
Shipp	Shipping and Handling	1		\$474

**US Dollar: Total** \$20,148

**Please be aware of the following Terms and Conditions**

- All pricing is quoted in US dollars unless otherwise stated.
- Lead times applicable on receipt of order.
- Unit prices do not include shipping and freight insurance. Purchaser is responsible for any applicable taxes and duties.
- Quote is valid for 30 days.
- Pre-payment is required using Visa, MasterCard, bank draft (money order) or wire transfer. Ensure the total sum is credited free of charge.
- If this quote is converted to a Purchase Order, the customer agrees to the Terms and Conditions below and on Carmanah's
- All products come with a warranty. Please refer to Carmanah's product warranty policy for details.
- International shipments may be subject to duties, taxes, port handling fees and other customs charges. These costs are the responsibility of the recipient.

Carmanah Technologies Corp. has a strict policy against bribery and corruption which it applies to all of its business dealings. Carmanah is committed to complying with Canada's Corruption of Foreign Public Officials Act (CFPOA) and the US Foreign Corrupt Practices Act (FCPA) and other applicable standards. As a result, the Company may require the completion of a questionnaire and certificate for orders of products that are for delivery or use outside the United States or Canada. If applicable these will be required to be completed prior to shipment. For customers placing a purchase order with Carmanah Technologies Corp. who do not have a distributor or reseller agreement in place and have the intent to resell the product(s), the following additional terms and conditions apply. As an unofficial reseller, you agree to:

- Review and comply with Carmanah Anti-corruption policy which is available on Carmanah's website at <http://carmanah.com/company/anti-corruption-policy>
- Not use any advertisement or promotion which is inconsistent with the marketing strategy and brand plan that Carmanah may direct from time to time or which may bring Carmanah, its products or yourself into disrepute;
- Not make any unauthorized representations or promises concerning the Products, their functionality, specifications, performance, and applicable warranty period.
- Only advertise, sell and market the Products in compliance with all applicable laws and regulations.
- Not cause or permit anything which may damage the intellectual property of Carmanah, Carmanah's title to it or assist others to do so.
- Immediately notify Carmanah in writing of any suspected infringement of the intellectual property rights of Carmanah.
- Not tamper with any markings or name plates or other indications of the source of Products.
- Not modify the Products in any way without prior written approval of Carmanah.
- Only utilize Carmanah issued replacement parts.

AX 3279 \$13,116  
 + 474  
 -----  
 \$13,590



1376 U.S. Route 1  
 Cape Neddick, ME 03902  
 207-351-8673  
 www.coastaltrafficinc.com

Quote

ADDRESS  
 Town of Clifton Park  
 Buildings & Grounds  
 One Town Hall Plaza  
 Clifton Park, NY 12065

SHIP TO  
 Town of Clifton Park  
 Buildings & Grounds  
 One Town Hall Plaza  
 Clifton Park, NY 12065

QUOTE 20714  
 DATE 05/10/2021

QTY	DESCRIPTION	RATE	AMOUNT
3	Carmanah R920-E RRFB for Crosswalk System	7,517.00	22,551.00
	- 2 Solar Engine		
	- 2 Solar Engine Mount		
	- 4 Batteries		
	- 4 Light Bars		
	- 4 Light Bar Harnesses		
	- 2 Push Button		
	- 2 Push Button Harness		
	Note:		
	- Supply Only		
	- Sign, Sign Mount, Poles, Bases, Foundations not included		
TOTAL			<b>\$22,551.00</b>

Accepted By

Accepted Date

# R920-E

## Solar-Powered Rectangular Rapid Flashing Beacon

Rectangular rapid flashing beacons (RRFBs) improve pedestrian safety by increasing yield rates to 72-96% at crosswalks.\*

- ✓ The benchmark for RRFBs, the R920-E meets MUTCD requirements, including IA-21, and is Buy America compliant
- ✓ Compact and lightweight solar engine
- ✓ Audible pushbutton activation with all ADA compliance features
- ✓ Energy Balance Report™ (EBR) prepared for every location to ensure battery longevity

### Superior Design and Technology

The R920-E utilizes a self-contained solar engine integrating the Energy Management System (EMS) with an on-board user interface, housed in a compact enclosure together with the batteries and solar panel. MUTCD interim approval IA-21. flash pattern and multiple configurations enable the R920-E to handle all crosswalk applications.

### Easy Installation

With its highly efficient and compact design, installation is quick and uncomplicated, dramatically reducing installation costs. Retrofitting can be done where existing sign bases are used to enhance existing marked crosswalks in minutes, and new installations can be completed without the cost of larger poles, new bases, and trenching.

### Advanced User Interface

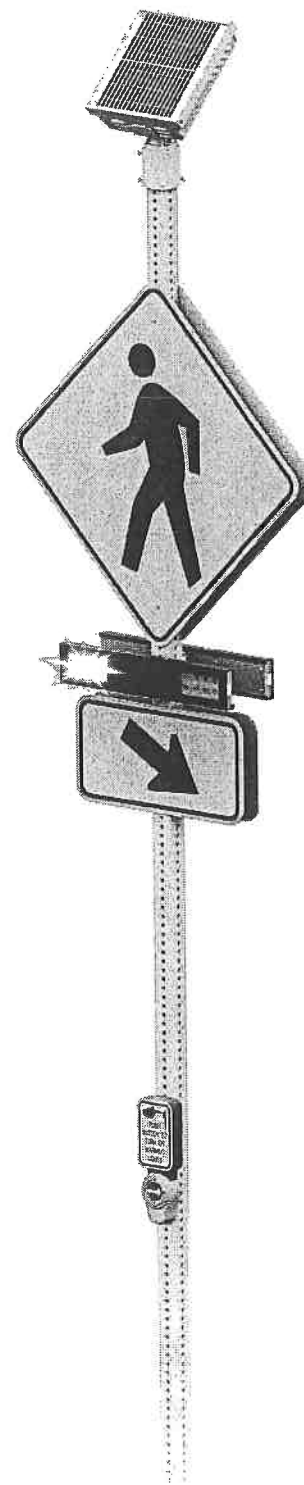
The R920-E comes with an on-board user interface for quick configuration and status monitoring. It allows for simple in-the-field adjustment of flash pattern, duration, intensity, ambient auto adjust, night dimming, and many more. Settings are automatically sent wirelessly to all units in the system.

### Reliable

Designed with Carmanah's industry-leading solar modeling tools to provide dependable year-after-year operation. We prepare an Energy Balance Report (EBR) for every location.

### Trusted for 20+ Years

With thousands of installations, Carmanah's systems are the benchmark in traffic applications and other transportation applications worldwide.



\* U.S. Department of Transportation Federal Highways Administration, Publication No. FHWA-HRT-10-043 - "Effects of Yellow Rectangular Rapid-Flashing Beacons on Yielding at Multilane Uncontrolled Crosswalks"

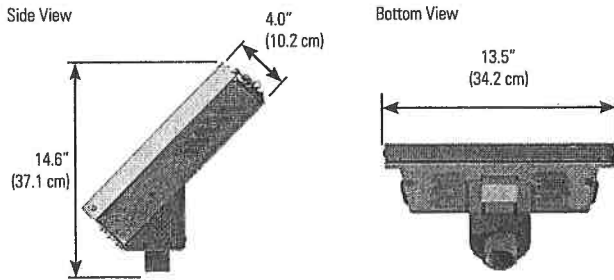
# R920-E

## Solar-Powered Rectangular Rapid Flashing Beacon

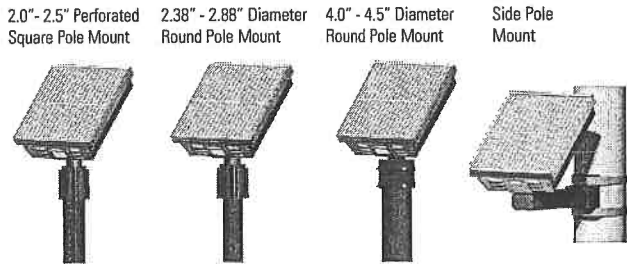
1.844.412.8395 | traffic@carmanah.com | carmanah.com



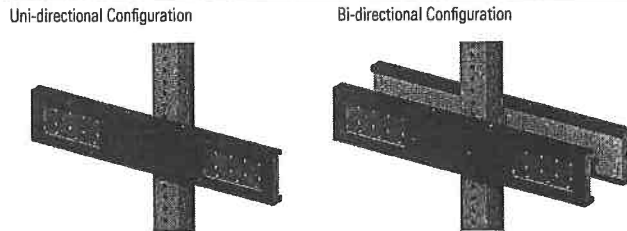
### SOLAR ENGINE DIMENSIONS



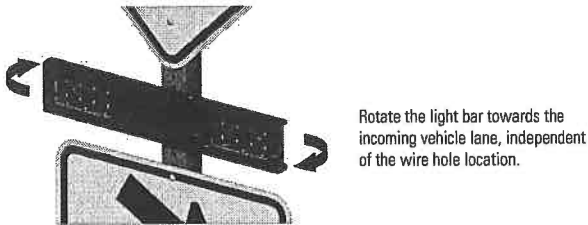
### SOLAR ENGINE MOUNTING



### LIGHT BAR CONFIGURATION



### IN-THE-FIELD AIMING



### BEACON SPECIFICATIONS

	MUTCD interim approval IA-21 and MUTCDC compliant
	Purpose-built light bar optics = maximum efficiency and no stray light Exceeds SAE J595 class 1 intensity by 2.5 to 3x when used as recommended Meets SAE J578 chromaticity
Optical	3 in (76 mm) x 7 in (178 mm) clear, UV-rated polycarbonate lens with yellow LEDs High-power LEDs: +90% lumen maintenance (L90) based on IES LM-80
	Side-emitting pedestrian confirmation LEDs
	Independent, stainless steel mounting brackets make back-to-back installation simple and enable in-field aiming for maximum effectiveness
	Yellow, black, or green powder coated light bar covers

### SYSTEM SPECIFICATIONS

	Adjustable system settings with auto-scrolling LED display on our latest EMS
	System test, status, and fault detection: battery, solar, button, beacon, radio, day/night
	Flash patterns: RFB (WW+S), RFB1 (WW+S legacy), RFB2 (WSDOT), 0.5 sec. alternating (MUTCD), 0.5 sec. unison (MUTCD), 0.5 sec. x3 alternating (MUTCD), 0.1 sec. unison, 0.25 sec. unison, 0.1 sec. x3 quick flashes unison, 0.1 sec. x3 quick flashes alternating, steady on
	Input: momentary for pushbutton activation, normally open switch, normally closed switch
On-Board User Interface (OBU)	Flash duration: 5 sec. to 1 hr.
	Intensity setting: 20 to 1400 mA for multiple RRFBs, circular beacons, or LED enhanced signs
	Nighttime dimming: 10 to 100% of daytime intensity
	Ambient Auto Adjust: increases intensity during bright daytime
	Automatic Light Control: reduces intensity if the battery is extremely low
	Temperature correction: yellow beacons
	Calendar: internal time clock function
	Radio settings: enable/disable, selectable channel from 1 to 14
	Output: enabled when beacons flashing daytime and nighttime, or nighttime only
	Activation counts and data reporting via OBU or optional USB connection
	Encrypted, wireless radio with 2.4 GHz mesh technology
	Wireless update of settings from any unit to all systems on the same radio channel
	User-selectable multiple channels to group different beacons and ensure a robust wireless signal
Beacon Communication	Communicates with all other Gen III radio-enabled systems including our R820-E, -F, and -G circular beacons
	Instantaneous wireless activation: <150 ms
	Wireless range: 1000 ft (305 m)
	Integrated, vandal-resistant antenna
	15 W high-efficiency photovoltaic solar panel
Energy Collection	45 deg tilt for optimal energy collection
	Maximum Power Point Tracking with Temperature Compensation (MPPT-TC) battery charger for optimal energy collection in all solar and battery conditions
	12 V 14 Ahr. battery system
Energy Storage	Replaceable, recyclable, sealed, maintenance-free, best-in-class AGM batteries offer the widest temperature range and longest life
	Battery design life: +5 yrs.
	Tool-less battery change with quick connect terminals and strapping for easy installation
	Weatherproof, gasketed enclosure with vents for ambient air transfer (NEMA 3R)
	Lockable, hinged lid for access to on-board user interface and batteries
	Corrosion-resistant aluminum with stainless steel hardware
Solar Engine Construction	Raw aluminum finish or yellow, black, or green powder coated
	Prewired to minimize installation time
	High-efficiency optics and EMS = the most compact, lightweight system
	19 lb (8.6 kg) including batteries, excluding beacons and pushbutton
Environmental	-35 to 165° F (-37 to 74° C) system operating temperature
	-40 to 140° F (-40 to 60° C) battery operating temperature
	150 mph (241 kph) wind speed as per AASHTO LTS-6
Activation	Pushbutton: ADA-compliant, piezo-driven with visual LED and two-tone audible confirmation
	Audible pushbutton station: ADA-compliant, piezo-driven with visual LED and customizable voice message confirmation
Warranty	<b>5-year limited warranty, excluding batteries</b>



**Specifications subject to local environmental conditions, and may be subject to change.**  
 All Carmanah products are manufactured in facilities that are certified to ISO quality standards.  
 "Carmanah" and Carmanah logo are trademarks of Carmanah Technologies Corp.  
 © 2020, Carmanah Technologies Corp.  
 Document: SPEC\_TRA\_RS20-E\_RevT

Resolution No. \_\_\_\_\_ of 2021, a resolution to retain Prime AE Group of NY, for professional engineering services related to the Riverview Landing Sewer District improvements.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, by Resolution 110 of 2021, the Town Board authorized Prime AE to prepare SEQRA review documents and to revise the engineering report relative to a potential project to redesign a sanitary sewer conveyance system within the Riverview Landing Sewer District, and

WHEREAS, the Town Board, as commissioners of the Riverview Landing Sewer District (RLSD), wishes to retain professional associated with the further design of the sanitary sewer system from the RLSD low-pressure system to the Saratoga County Sewer District via the Windhover Farms subdivision , and

WHEREAS, the scope of the project may ultimately be designed for the decommissioning of the Riverview Landing Wastewater Treatment Plant, and

WHEREAS, Supervisor Barrett wishes to apply for funding to the Clean Water State Revolving Fund and Water Quality Improvement Projects Program, and

WHEREAS, the area may include the Mohawk River Golf Course and its wastewater treatment plant, and inclusion of the Mohawk River Golf Course WWTP will increase the Town's score in its application for funding, and

WHEREAS, Prime AE, formerly known as McDonald Engineering has significant experience with the Riverview Landing Sewer District and Wastewater Treatment Plant and the Mohawk River Golf Course Wastewater Treatment Plant, and

WHEREAS, Prime AE Group of NY proposes to perform design and bid services for the RSLD project for an amount not to exceed \$97,400; now therefore, be it

RESOLVED, that Supervisor Barrett recommends that the quote of Prime AE Group be accepted, and be it further

RESOLVED, that the Comptroller is authorized to create Capital Projects Budget H57 – (Riverview Landing Sewer District 2021 Project), and

RESOLVED, that the Supervisor is authorized to sign an agreement with Prime AE Group of NY for professional consulting for documents related to the Riverview Landing Sewer District improvement project, in an amount not to exceed \$97,400 to be paid with a transfer from A-8111-135 (Unreserved Fund Balance) to H57-08111-0135, and be it further

RESOLVED, that initial budget for H57, Riverview Landing Sewer District 2021 is established with \$97,400 in revenues at H57-01289 (Riverview Landing Sewer District 2021 – Other Governmental Revenue) and expenditures of \$97,400 in H57-08111-00135 (Riverview Landing Sewer District 2021 Projects – Sewer Contractual – Engineering)

(7)



**Albany Office**

100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203  
P: 518.382.1774

April 28, 2021

Mr. Michael O'Brien  
Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065

**Re: Town of Clifton Park  
Riverview Landing Sewer District  
Sewer Improvement Project  
Engineering Services Proposal**

Dear Mr. O'Brien:

We are pleased to submit this revised Proposal to provide Professional Engineering Services to the Town of Clifton Park (Town) to design a sanitary sewer conveyance system from the Riverview Landing Sewer District's (RLSD) low-pressure sewer system to the Saratoga County Sewer District via the Windhover Farms subdivision and decommissioning of the RLSD wastewater treatment plant. The revisions from our April 9, 2021 proposal include addition of SEQRA process assistance and amending the Engineering Report to include providing service to the Mohawk River Country Club Golf Course. This Scope of Engineering Design Services is based on Alternate #2B as contained in the March 2021 revision of the Riverview Landing Wastewater Treatment Plant Study Report prepared by PRIME AE Group of NY (PRIME AE). We propose the following:

**SEQRA Assistance**

PRIME AE will prepare the Full Environmental Assessment Form Part 1 for this proposed Type 1 Action under SEQRA. We will identify the involved and interested agencies for a coordinated review and send letters to them with pertinent project information that will allow for them to make informed comments after the Town Board declares itself lead agency. We will review the responses and evaluate the potential environmental impacts of the project (Part 2) to determine significance (Part 3). PRIME AE can perform the above tasks for a fee not to exceed **\$3,600.00**.

**Engineering Report Revision**

PRIME AE will revise the April 2021 Engineering Report to include sanitary sewer service to the Mohawk River Country Club Golf Course to the west of the RLSD. This work includes updating the project background description, alternative analysis, summary and comparison of alternatives, construction cost estimates, user cost estimates and recommended alternative sections, as well as maps in the Exhibit. PRIME AE can complete the proposed revisions for a fee not to exceed **\$5,400.00**.



CONNECTING. CREATING. CONSERVING. COMMUNITY.  
[www.primeeng.com](http://www.primeeng.com)

## **Phase I: Design and Bidding Phase Services**

### **Task 1: Preliminary Design**

- 1.1. Review relevant background information for existing utilities including Riverview Landing Sewer District maps, Windhover Farms sanitary sewer maps, Saratoga County Sewer District No. 1 (SCSD) maps and pump station drawings, Clifton Park Water Authority watermain maps, and Town of Clifton Park Tax maps to be provided to PRIME AE.
- 1.2. Perform a field survey along the proposed forcemain route (approx. 1.5 miles) and limited field measurements to obtain necessary information for design, pipe route optimization, plan and profile drawings and identify any necessary easements. A property bounds survey for land purchase for one or both proposed pump stations is not included in this proposal, as it is unknown if they are necessary and if so, the actual size is not currently known. We can provide an amendment to this contract for this additional work once the site(s) have been identified.
- 1.3. Perform hydraulic calculations to properly size the two (2) proposed duplex grinder pump stations and associated forcemains, as well as upgrades to the SCSD Settler's Hill pump station.
- 1.4. Create plan and profile drawings of the pipeline alignment that identify proposed easements and land purchase areas.
- 1.5. Create site plans and detail drawings for the new and upgraded pump stations.  
Develop WWTP decommissioning plans and coordinate with NYSDEC for required elements.
- 1.6. PRIME AE will advise the Town of any necessary soil investigation (test pits) and coordinate the work to be performed by the Town.
- 1.7. PRIME AE will submit the 75% preliminary plans and specifications to the Town and NYSDEC for review.

### **Task 2: Final Design**

- 2.1 Upon adjudication of Town comments on the preliminary design, PRIME AE will prepare final (100%) design drawings and specifications suitable for submittal to NYSDEC and the Town for final review.
- 2.2 Upon receipt and addressing of comments from the Town and NYSDEC, PRIME AE will provide construction contract documents suitable for bidding.

### **Task 3: Bid Phase Services**

- 3.1 Sets of drawings and specifications (Project Manuals) will be made available electronically from the PRIME AE office, or bound hard copies can be provided to the Town Clerk to distribute.
- 3.2 Conduct a pre-bid meeting for prospective bidders, including preparation of meeting minutes.
- 3.3 Respond to inquiries from prospective bidders and issue addenda, as necessary.
- 3.4 Attend bid opening.
- 3.5 Review and tabulate bids.
- 3.7 Provide written Recommendation of Award of Contract(s).
- 3.7 Prepare and distribute contract documents for execution by the Contractor(s) and Town.



**Phase II – Construction Phase Services**

As per your direction, the Construction Phase Engineering and Inspection Services fee was not to be provided at this time. At the appropriate time, we would be pleased to provide the Town with a proposed contract amendment to add these services.

We propose to complete the above Phase I Design & Bid scope of work for a not to exceed fee of **\$82,200.00** for the project, excluding service to the Mohawk River Country Club (MRCC) Golf Course. Our Phase I Design & Bid scope of work including the MRCC Golf Course can be completed for a not to exceed fee of **\$97,400.00**. Our monthly billing will be based on time and materials utilizing our 2021 hourly rates times a 2.9 multiplier. Our work under this Proposal will be performed in accordance with our Standard Terms & Conditions. If you are in agreement with this Proposal and the attached Standard Terms & Conditions, please return an executed copy of this proposal.

Please indicate which Tasks you are authorizing under this proposal in the flowing table:

Task	Fee	Approved (initial)
SEQR Assistance	\$3,600.00	
Engineering Report Revision	\$5,400.00	
Design & Bid w/o MRCC GC	\$82,200.00	
Design & Bid with MRCC GC	\$97,400.00	

We look forward to continuing our long-standing relationship with the Town of Clifton Park.

If you have any questions, please feel free to contact me.

Sincerely,

**KB Group of NY, Inc. dba PRIME AE Group of NY**



Douglas P. Cole, P.E.  
 Senior Director of Water and Wastewater

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF CLIFTON PARK:

AGREED TO BY KB GROUP OF NY, INC. DBA  
 PRIME AE GROUP OF NY:

\_\_\_\_\_  
 Phil Barrett, Supervisor

\_\_\_\_\_  
 Kumar Buvanendaran, P.E. – President & CEO

DATE:

DATE:



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

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

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

4. **Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both

parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Terms & Conditions shall govern.

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

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





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

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

**9. Suspension of Services and Termination.** Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement

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

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



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

**12. Services During Construction.** If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of

manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

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

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

**15. Opinion of Probable Costs.** When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

**16. Limitation of Liability.** Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of



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

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

**18. Indemnification.** (a) With respect to non-professional services (general liability), the PRIME AE agrees to indemnify, defend and hold the Client and their respective partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of PRIME AE's employees, to the extent caused by the act, omission, or breach of contract of or by the PRIME AE, or its subconsultants, in providing the Services hereunder. (b) With respect to professional services (professional liability), the PRIME AE agrees to indemnify and hold the Client and their respective directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily injury or death ("Damages"), including claims of PRIME AE's employees, to the proportionate extent caused by the negligent act, error, omission, or

breach of contract of or by the PRIME AE, or its subconsultants, in providing the Services hereunder. PRIME AE's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by PRIME AE's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

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

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

**21. Survival.** These Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

**22. Governing Law.** The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of New York without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

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

Resolution No. \_\_\_\_\_ of 2021, a resolution authorizing the Supervisor to sign a License Agreement with Clifton Park – Halfmoon Piranhas, for use of the Country Knolls pool for swim team practice.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Clifton Park – Halfmoon Piranhas wish to utilize the Country Knolls town-owned pool for a term of six (6) weeks, to commence on June 28, 2021 and expire on July 30, 2021, at a rate of \$40.00 per hour per pool PLUS the hourly rate of all Town employees working at the pools during practice hours; now therefore be it

RESOLVED, that the Town Supervisor is hereby authorized to sign the attached License Agreement with Clifton Park – Halfmoon Piranhas for use and occupation of the Country Knolls Pool, provided that the Town is provided a Certificate of Insurance in the amount of \$1,000,000 naming the Town of Clifton Park as additionally insured.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between

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

And, Clifton Park – Halfmoon Piranhas (CPHP)

**WITNESSETH:** The Town agrees to allow the use and occupation of the below listed premises under the following terms and conditions:

Country Knolls Pool, Town of Clifton Park, New York, from June 28, 2021 and to end on July 30, 2021, to be used and occupied only for Swim Team practice, and their related uses.

### **1st. USER FEE**

That the CPHP shall pay the total rent of \$40.00 per hour, of each pool used, plus the hourly rate of all Town employees working for the pools during practice hours, said fees to be paid in bi-weekly payments per Town Invoice.

### **2nd. CARE and REPAIR**

That the CPHP shall take good care of the premises and shall, reimburse the Town for any damage caused to pool and park property.

### **3rd. CPHP SHALL COMPLY WITH REGULATIONS and ORDINANCES**

That the CPHP shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and shall follow all Guidelines and Directions from New York State Department of Health, and the NY Governor's Executive Orders relative to safety protocols for swimming activity.

### **4th. NO ASSIGNMENT WITHOUT WRITTEN CONSENT OF TOWN**

That CPHP shall not assign this agreement, or any part thereof or make any alterations to the premises, without the Town's consent in writing; and in the event of a breach thereof, the term herein shall immediately cease and be determined at the option of the Town as if it were the expiration of the original term.

### **5th. DUTY TO KEEP ENTRANCES AND WALKWAYS FREE OF OBSTRUCTIONS**

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

### **6th. NON-WAIVER**

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

**7th. SERVICES INCLUDED IN LICENSE FEE**

Town will provide supervisory personnel who shall be on duty at each pool facility whenever the club is on premises. The Club shall reimburse the Town the full cost of wages of employee(s). Club shall also reimburse full cost of all lifeguards supplied by the Town for full hours on site, as well as any other support staff on premises to assist the CPHP with swimming activities.

**8th. CLUB SHALL MAINTAIN LIABILITY INSURANCE**

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

And the said Town doth covenant that the said CPHP, on paying the said fees and providing proof of insurance, shall and may peacefully and quietly have, hold and enjoy the use of said facility(ies) for the term aforesaid.

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

**IN WITNESS WHEREOF**, the Town and CPHP have duly executed this license the day and year first above written.

**TOWN OF CLIFTON PARK**

**CLIFTON PARK – HALMOON PIRANHAS**

Supervisor Barrett

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/10/2021

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

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

PRODUCER Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712	1-602-840-3234	CONTACT NAME: Carolyn (Sandi) J Blumit PHONE (A/C, No, Ext): 602-840-3234 FAX (A/C, No): 602-274-9138 E-MAIL ADDRESS: info@theriskpeople.com
INSURED Clifton Park-Halfmoon Piranhas USA Swimming, Inc dba USA Swimming 970 ROUTE 146 Clifton Park, NY 12065-3643		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL CASUALTY COMPANY NAIC# 11991 INSURER B: Nationwide Life Insurance Company 66869 INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES** CERTIFICATE NUMBER: 62191112 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	KKO000008594800	01/01/21	01/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ABUSE/MOLESTATION \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	XXO000008594900	01/01/21	01/01/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	XS Accident-Medical			BAX0000031521100	01/01/21	01/01/22	Maximum Limit 25,000

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

Verification of General Liability, Excess Liability & Abuse/Molestation coverage for COVERED ACTIVITIES. General Liability Aggregate is \$10,000,000 per Location. Abuse/Molestation Aggregate on the General Liability policy is \$2,000,000. Abuse/Molestation is excluded on the Excess Liability Policy. 30 Day Notice of Cancellation Per Policy Provision. The Certificate Holder is Included as Additional Insured per attached BLANKET ADDITIONAL INSURED ENDORSEMENT effective Certificate issue date.

<b>CERTIFICATE HOLDER</b> Town of Clifton Park 1 Town Hall Plaza Clifton Park, NY 12065 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carolyn J. Blumit</i>
---	--

<b>AGENCY</b> K&K Insurance Group, Inc.		<b>NAMED INSURED</b>	
<b>POLICY NUMBER</b> KKO000008594800		MEMBER NO: USA SWIMMING, INC. DBA USA Swimming Etal	
<b>CARRIER</b> SEE ACORD 25	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b> SEE ACORD 25	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 2 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

**“COVERED ACTIVITIES”**

**With respect to USA Swimming member clubs, group members, member coaches, volunteers and additional insured owners/lessors of premises, sponsors and co-promoters, “Covered Activities” are defined as:**

- 1) Swimming meets that have been issued a written sanction or approval. Approval means a permit issued by one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
- 2) Swimming practices, dry land training activities, camps and learn to swim programs where all swimmers or participants are members of USA Swimming, Inc. or United States Masters Swimming and are conducted under direct and active supervision of a member coach. Dry land training activities means weight training, running, calisthenics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A-Thons, Fund raising activity which clubs can purchase for lap-athons
- 4) Approved social events and approved fundraising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming tryouts. Swimming Tryouts means swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty consecutive days in a twelve month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
- 6) Office premises liability for Member Clubs and LSCs
- 7) STSC, CPR, and Lifeguard Certifications of USA Swimming member coaches done by USA Swimming member coaches that are member representatives of one of the approved agencies listed on the USA Swimming STSC In-Water Skills Checklist.
- 8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swim Teams with community teams that are not USA Swimming member teams.
- 9) Virtual Dryland Training/Instruction under the direct supervision of a USA Swimming Member Coach. The training must involve live online streaming/real-time instruction or training via the internet. The instructor should be able to communicate visually and verbally with the participants at all times during instruction. Coverage does not extend to recorded videos/sessions where there is no live or real-time interaction and the recordings are accessible by someone other than your clients/members.

# National Casualty Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO0000008594800	01/01/21	USA SWIMMING, INC. dba: USA Swimming Etal	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
  - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;

- c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- Sponsors
- Co-Promoters
- Any individual person(s) or organization(s) listed below:

*Scott Kuehnel*

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

Resolution No. \_\_\_\_\_ of 2021, a resolution appointing Keith Martin and Jennyfer Gleason to the Planning Board.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, due to the resignation of Greg Szczesny, a vacancy for a member exists on the Planning Board , and

WHEREAS, Keith Martin, 8 Wall Street, Clifton Park, the current Alternate has been recommended to fill the position vacated by Mr. Szczesny, and Jennyfer Gleason, 2 Queensbury Ct, Clifton Park has been recommended to fill the Alternate position, and

WHEREAS, Mr. Matin and Ms. Gleason’s have the background experience, education and training to act effectively as Planning Board Members, now, therefore be it

RESOLVED, that Keith Martin is hereby appointed as a Member of the Planning Board for the remainder of a seven-year term, term to expire December 31, 2023; and be it further

RESOLVED that Jennyfer Gleason hereby steps down from the Environmental Conservation Commission and is appointed as an Alternate to the Planning Board, term to expire December 31, 2021

Resolution No. \_\_\_\_\_ of 2021, a resolution authorizing the Supervisor to sign a contract with Friends of Shenendehowa Crew to operate 2021 summer crew camps.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs has requested that the Town Board authorize contracts for certain Recreation Programs; and

WHEREAS, the Town Board supports continuation of the Recreation Programs with the Subcontractor Friends of Shenendehowa Crew; now therefore be it

RESOLVED, that the Town Supervisor is hereby authorized to sign the 2021 contract with Friends of Shenendehowa Crew, as attached.

**AGREEMENT WITH THE FRIENDS OF SHENENDEHOWA CREW INC.  
FOR A YOUTH/ADULT CREW CAMP**

THIS AGREEMENT, dated the        day of        2021, between the TOWN OF CLIFTON PARK, NEW YORK, a municipal corporation with its principle office located at 1 Town Hall Plaza, Clifton Park, New York 12065 (hereinafter referred to as the "Town"), and The Friends of Shenendehowa Crew Inc., an organization (or individual) with expertise in or special emphasis on Youth/Adult Crew Camp with its principal office located at PO Box 1311, Clifton Park, NY12065 (Hereinafter referred to as the "Organization").

WHEREAS, the Town, operates and oversees an extensive municipal recreation program for the benefit of Town residents; through the Office of Parks Recreation & Community Affairs ; and

WHEREAS, Youth/Adult Crew Camp would fall within the scope of the recreation program offered by the Town; and

WHEREAS, the Organization is engaged in operating a Youth/Adult Crew Camp and has offered to operate a Youth/Adult Crew Camp on behalf of the Town for the benefit of Town residents.

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

**ARTICLE 1**

**SCOPE AND TERMS OF AGREEMENT**

1.1    Duration:        This Agreement is for a period of one (1) year commencing on the 1st day of January 2021 and ending on the 31<sup>st</sup> day of December 2021.

1.2    Services:        Pursuant to the terms of this Agreement, the Organization agrees to provide a Youth/Adult Crew Camp to Clifton Park residents as specified by the Town of Clifton Park Director of Parks, Recreation and Community Affairs (hereinafter referred to as the "Director"). The Town of Clifton Park will provide registration organization and promotion of the Youth/Adult Crew Camp and the Youth/Adult Crew Camp, operated and controlled by the Organization and will be supervised by the Organization.

a. The Town of Clifton Park will develop a class roster through the Town registration system. If a wait list is developed, the Town will oversee and remove individuals from the waitlist and place them in the registration system as open positions are made available by the Organization. The Organization shall not create a separate registration system or waitlist for the Youth/Adult Crew Camp.

b. The Town of Clifton Park will create and make available uniform registration forms as part of the registration system. The Organization shall not create a separate registration form for the Youth/Adult Crew Camp. The Town will only accept the Town registration form.

1.3 Fees: All registration fees shall be made payable to "The Town of Clifton Park."

a. Town Fees: When program is held on facilities other than town owned, the Town of Clifton Park will retain 10% of registration fees, based on total enrollment, which will be deducted prior to the payment of any facility use fees to any non-Town entity. When program is held at a Town-owned indoor or outdoor facility, Town of Clifton Park will retain 15% of registration fees, based on total enrollment, in addition to paperwork provided to the Organization to cover utility and administrative costs. The remainder of registration fees will be paid to the Organization in three installments payable prior to program start, during programming and at the close of the program after all billing is received. These fees are based on registrations being made online or otherwise directly from residents to the Parks & Recreation office. Any deviation from this will incur an additional 5% fee to cover additional administrative costs associated with manual inputting.

b. Organization Fees: The Organization is permitted pursuant to this Agreement to charge persons participating in the Clifton Park Program a reasonable participation fee to offset the Organization's costs for the organization, operation, control and supervision of the Youth/Adult Crew Camp.

c. Refund Policy: The Town of Clifton Park's refund policy is as follows: "All refund requests must be in writing to the Town of Clifton Park Office of Parks, Recreation and Community Affairs and be received 10 days prior to start of program. No refunds will be considered after that date. There will be a \$10 non-refundable charge on all registrations received prior to the 10-day

period.” Organization shall strictly follow the refund policy and refer all refund questions to the Director.

1.4 Personnel: The Organization is an independent contractor. Officers, directors and employees of the Organization are not agents or employees of the Town, may not identify themselves as employees of the Town and are not authorized to act on behalf of the Town. The Organization assumes sole responsibility for the hiring, training and supervision of its personnel and all other matters related to the organization, operation, control and supervision of the Youth/Adult Crew Camp. The Town requires proof that the Organization provides background checks under the New York State Sex Offender Registry for all staff interacting with youth, including coaches and volunteers which must be submitted to the Director at least seven days prior to program start.

1.5 Facilities: During the term of this Agreement, and any renewals thereof, the Town agrees to provide the Organization with facilities to conduct the Youth/Adult Crew Camp, either utilizing town-owned facilities or by renting space elsewhere, as the Youth/Adult Crew Camp requires.

a. Approval for use of Facilities: Pursuant to paragraph 1.5 of this Agreement, the Organization agrees that it must obtain the written approval of the Director in order to conduct the Youth/Adult Crew Camp. Such written approval must be obtained each year during the term of this Agreement and any renewals thereof and will include but not be limited to the dates, times and locations of the Youth/Adult Crew Camp. Such written approval must be obtained by January 1<sup>st</sup> each year. In the event that the Organization fails to obtain the written approval of the Director, no such camp will be held.

b. Integrity of Town Facilities: The Organization agrees that it will not cause or allow the facilities used by the Organization to be damaged in any manner whatsoever, and that it will not alter or change the facilities, except with the prior written consent of the Town. The facilities shall be maintained in good order while used by the Organization and when the Organization's use of the facilities is finished, they shall be in as good a condition as they were upon entry by the Organization, reasonable wear and tear accepted. In the event that the Organization or any of its employees, guests or invitees causes damage or

destruction to the facilities, the Organization agrees to promptly repair/replace and pay the cost of said repair/replacement.

c. **Organization Property:** The Organization agrees that it assumes the risk of loss and/or damage while its personal property is at a town facility. The Town assumes no responsibility whatsoever for any Organization personal property placed at a town facility and the Organization hereby expressly relieves and discharges the Town from any and all liability for any loss, injury or damage to persons or property that may be sustained or incurred as a result of the location of Organization personal property at town facilities.

d. **Town Announcements, Signs & Posters:** The Town reserves the right to make any announcements and display any signage, posters and/or banners and to distribute literature at any time at all Town Facilities, including facilities and field(s) used by the Organization.

e. **Organization Announcements, Signs & Posters:** The Organization announcements at Town Facilities must be related to Organization business and must be approved by the Director prior to being made. The Organization shall not post or allowed to be posted any signs, cards or posters on Town Facilities except as approved by the Town and in such display areas as the Town may provide. Use of such areas is a non-exclusive right. The Town will remove any unauthorized signs on Town Facilities at the Organization's expense.

f. **Objectionable Persons:** The Town reserves the right to refuse admission to, eject or cause to be ejected from, Town facilities, any objectionable person or persons; and neither the Town nor any of its officers, agents or employees shall be liable to the Organization for any damage that may be sustained by the Organization through the exercise by the Town of such right.

1.6 **Publicity and Marketing:** The Organization shall promote the Youth/Adult Crew Camp as a "Town of Clifton Park camp" in all promotional material, brochures, electronic media and press releases produced by the Organization. The Town will promote the Youth/Adult Crew Camp in recreation booklets, online registration system, press releases and website.

1.7 Organization Website: The Organization will not maintain a separate website for the promotion or administration of the Youth/Adult Crew Camp. If Organization has its own website maintained in the ordinary course of its business other than the Youth/Adult Crew Camp, any material added to the Organization's website relating to the Youth/Adult Crew Camp is subject to the prior written approval of the Director.

1.8 Audit of Books and Records. The Organization will maintain financial Books and records sufficient to determine the source and disposition of all funds collected from all sources for at least three years following the end of each program year, and make such books and records available to the Town upon at least 14 days reasonable notice.

## **ARTICLE II**

### **TERMINATION OF AGREEMENT**

2.1 Right to Cancel or Revoke: The Town Board, acting by resolution reserves and is hereby granted the right, with or without cause, to cancel or revoke this Agreement by providing the Organization a prior written sixty (60) day notice to terminate as indicated in paragraph 5.3. The Organization can likewise terminate said Agreement by providing a prior written sixty (60) day notice to the Town as set forth in paragraph 5.3.

2.2 Offset: In the event the Youth/Adult Crew Camp is terminated, the Town will return all registration fees to registrants, either in full or pro-rata. The Organization agrees to return any unused pro-rata portion of any pre-paid offset by the Town within ten (10) business days of the termination of this Agreement.

2.3 Agreement to Vacate Premises: In the event this Agreement is terminated by any party for any reason, the Organization agrees to immediately vacate any Town Facilities occupied by it. Said Town Facility shall be vacated within seven (7) days of the termination of this Agreement. In the event that the Organization fails to vacate any Town Facility occupied by it, the Town, on seven (7) days written notice to the Organization, shall remove at the expense of the Organization all personal property remaining in Town Facilities. The Organization shall be responsible for the payment of any storage costs for such personal property and the Organization further agrees that the

Town shall in no way be held responsible for loss, damage or claims for personal property removed or stored under this provision.

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES**

In order to induce the Town to enter into this Agreement and to provide the Organization with the use of Town Facilities and pay the offset as herein provided for, the Organization makes the following representations and warranties, which shall survive the execution and delivery of this Agreement.

3.1 Status: The Organization, in good standing under the laws of the State of New York or as an individual, has the power and authority to enter into this Agreement and organize, operate, control and supervise the Youth/Adult Crew Camp.

3.2 Power and Authority: The Organization has the power to execute, deliver and carry out the terms and provisions of this Agreement. The Organization has taken, or caused to be taken, all necessary action, (including, but not limited to, checking the Constitution or Bylaws of the Organization) to execute and deliver the instruments and documents delivered by it pursuant to this Agreement.

3.3 No Litigation: Except as set forth in any annexations hereto, no actions, suits or proceedings are pending, or to the Organization's knowledge, are threatened against the Association before any court, arbitrator or governmental or administrative body, which might result in any material adverse change in the Organization's business, operations, properties, assets or financial or other condition, or otherwise affect the Organization's ability to perform its obligations pursuant to the terms of this Agreement. The Organization is not in default in any material respect under any applicable statute, rule order, decree or regulation.

3.4 Legal Compliance: The Organization agrees that the Organization and all of the Organization's staff, crew, employees, agents and volunteers shall abide by, and conform to all federal, state and local laws, rules and regulation and by all Town Facility rules and regulations. The Organization agrees to acquire and pay for any and all necessary licenses and/or permits which may be required.

3.5 ADA: The Organization agrees to abide by, and conform to, the Americans with Disabilities Act, as applicable. The Organization shall be responsible for

ensuring that all services for individuals with disabilities, as outlined in this Act, are fulfilled in relation to the Youth/Adult Crew Camp and its events.

3.6 Organization Provided Equipment: The Organization warrants that all equipment brought onto Town Facilities shall be in good working order and meet applicable safety regulations. The Organization accepts all responsibility for proper and safe operation, supervision and guarding of its equipment.

#### **ARTICLE IV**

#### **MISCELLANEOUS**

4.1 Modification and Waiver: No modification or waiver of any provision of this Agreement, and no consent by the Town to any departure therefore by the Organization, shall be effective unless such modification or waiver is in writing and signed by the Director. Such modification or waiver shall then be effective only for the period, on the conditions and for the specific instances and purposes specified in such writing.

4.2 New York Law: This agreement shall be construed in accordance with and governed by the laws of the State of New York.

4.3 Notices: All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested, addresses, as the case may be, to:

Parks, Recreation & Community Affairs  
Myla Kramer, M.S.W., Director  
1 Town Hall Plaza  
Clifton Park, NY 12065

Or to any other person or persons either party designates in writing to the other from time to time in the manner provided above.

4.4 Headings: Headings in this Agreement are for convenience and reference only. They are not part of this Agreement and shall not be used to explain, restrict, enlarge or otherwise modify any provision hereof.

4.5 Binding Effect: This Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns. This Agreement represents the full and final agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers the day and year first above written. The persons signing this agreement represent his/her organization and has the permission of, and the legal authority for, the independent contractor herein.

Youth/Adult Crew Camp

The Friends of Shenendehowa Crew Inc.

By:

Mark W. Bender      Mark W. Bender

Date:

4/2/2021

Town of Clifton Park New York

By:

\_\_\_\_\_  
Philip Barrett, Supervisor

Date:

\_\_\_\_\_

Resolution No. \_\_\_\_\_ of 2021, a resolution hiring Camp Counselors and Specialists for the 2021 full day and half day Summer Day Camp Program.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, the Town Board wishes to hire new and additional staff members for operation of the Town's Summer Day Camp Program, and

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs has recommended that the individuals listed in the attached Schedule A be hired; now therefore be it

RESOLVED, that the individuals listed in the attached Schedule A be hired as staff for the Town's 2021 Day Camp Program, effective through the entire Summer Camp season; and be it further

RESOLVED, that the staff be paid as indicated on Schedule A.

Schedule A

2021 New and Additional Returning Camp Counselors

First	Last	Address	Town	Site	Step	Rate	Code
Nathan	Amodeo	6 Emmons Drive	Clifton Park, NY 12065	Full Day	1	\$12.25/hr	A-7320-E4800
Christopher	Archambeault	601 Waite Road	Clifton Park, NY 12065	Full Day	1	\$12.25/hr	A-7320-E4800
Bridget	Bailey	15 Rodriso Court	Clifton Park, NY 12065	Full Day	1	\$12.25/hr	A-7320-E4800
Isabella	Cady	22 Barney Road	Clifton Park, NY 12065	Full Day	1	\$12.25/hr	A-7320-E4800
Damon	Carroll	12 Herold Drive	Rexford, NY 12148	Full Day	1	\$12.25/hr	A-7320-E4800
Nicholas	Corporan	12 Gingham Avenue	Clifton Park, NY 12065	Full Day	1	\$12.25/hr	A-7320-E4800
Giuseppe	D'Elia	1454 Crescent Vischer Ferry	Clifton Park, NY 12065	Full Day	1	\$12.25/hr	A-7320-E4800
Richard	DiMaria	53 Valencia Lane	Clifton Park, NY 12065	Full Day	6	\$13.25/hr	A-7320-E4800
Devin	Gandron	1158 Baker Avenue	Schenectady, NY 12309	Full Day	1	\$12.25/hr	A-7320-E4800
Hannah	Strouse	85 Appletree Lane	Clifton Park, NY 12065	Full Day	1	\$12.25/hr	A-7320-E4800
Brady	Craver	32 Canterbury Road	Clifton Park, NY 12065	Jonesville	1	\$12.25/hr	A-7310-E4550
Victoria	Furnari	44 Spruce Street	Clifton Park, NY 12065	Jonesville	1	\$12.25/hr	A-7310-E4550
Kelsey	Higgins	5 Cathywood Court	Clifton Park, NY 12065	Jonesville	1	\$12.25/hr	A-7310-E4550
Ryan	Hubert	4 Brookhollow Rd	Ballston Lake, NY 12019	Jonesville	3	\$12.50/hr	A-7310-E4550
Pascal	Isaacson	16 Parkside Trail	Ballston Lake, NY 12019	Jonesville	1	\$12.25/hr	A-7310-E4550
Maya	Philistin	15 Settlers Lane	Ballston Lake, NY 12019	Jonesville	1	\$12.25/hr	A-7310-E4550
Cade	Bernardi	10 Tintagel Way	Rexford, NY 12148	Locust Lane	1	\$12.25/hr	A-7310-E4500
Catherine	Cosgrove	22A Reed Lane	Clifton Park, NY 12065	Locust Lane	1	\$12.25/hr	A-7310-E4500
Ali	Ismail	112 Old Coach Road	Clifton Park, NY 12065	Locust Lane	1	\$12.25/hr	A-7310-E4500
Anastasia	Oussova	5 Cold Springs Drive	Clifton Park, NY 12065	Locust Lane	1	\$12.25/hr	A-7310-E4500
Amanda	Renzi	15 Stony Brook Drive	Rexford, NY 12148	Locust Lane	1	\$12.25/hr	A-7310-E4500

Dad Lives in CP

Alternate List

Jack	Gregory	12 Quince Ct	Clifton Park, NY 12065	TBD	1	\$12.25/hr	TBD
Noah	Reader	62 Spruce Street	Clifton Park, NY 12065	TBD	1	\$12.25/hr	TBD
Ava	Graber	26 Rolling Hills Drive	Mechanicville, NY 12118	TBD	1	\$12.25/hr	TBD
Zachary	Casso	56 Gretel Terrace	Ballston Lake, NY 12019	TBD	1	\$12.25/hr	TBD
Luke	Mahoney	3 Clare Ct	Clifton Park, NY 12065	TBD	1	\$12.25/hr	TBD
Alisha	Ludemann	9 Pleasant Ave	Schaghticoke, NY 12154	TBD	1	\$12.25/hr	TBD
Sadie	Underwood	182 Lake Nancy rd	Middle Grove, NY 12850	TBD	1	\$12.25/hr	TBD
Anastasia	Slepski	7 Castle Pines	Clifton Park, NY 12065	TBD	1	\$12.25/hr	TBD

Resolution No. \_\_\_\_\_ of 2021, a resolution authorizing the hiring of Pamela Lamboy as Receptionist.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, due to the retirement of Betsey Snyder, an opening exists for the position of Receptionist, and

WHEREAS, the Town Supervisor interviewed eligible candidates from the Receptionist List, maintained by the Saratoga County Department of Personnel, and

WHEREAS, after interviewing Pamela Lamboy, 7 Chevy Chase Lane, Clifton Park, and reviewing her qualifications, the Town Supervisor has recommended that Ms. Lamboy be hired to fill the position; now therefore, be it

RESOLVED, that the Clifton Park Town Board hereby authorizes the hiring of Pamela Lamboy, 7 Chevy Chase Lane, Clifton Park, to fill the position of Receptionist, at Grade 3, Step 1, (\$ 25,000 estimated to end of year) to be paid with a transfer from A-1620-E4000 (General Fund – Town Hall Operations – Part-time Employee) to A1620-Exxx (Town Hall – Employee number), to cover the cost for the remainder of the year, effective immediately.