

TOWN OF CLIFTON PARK TOWN BOARD MEETING

June 7, 2021

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



I. Call to Order/7:00 P. M.

II. Pledge to Flag

III. Roll Call

IV. Approval of Town Board Minutes

V. Communications/Announcements

VI. Business

- **Public Hearing – 7:05 – Riverview Landing Sewer District**
- **Public Hearing – 7:07 – Clifton Park Center Apartment Density Increase**
- **Public Hearing – 7:09 – Riverview Park District Sport Courts Improvements**
- **Resolutions for Consideration**

VII. Open Public Privilege

NOTE:

At this time, the Town Board meeting will be open to the public following CDC and New York State Guidelines for COVID-19. If vaccinated, no mask is required. Please check www.cliftonpark.org for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

VIII. Adjournment

Resolutions for Consideration
Clifton Park Town Board Meeting
June 7, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Allocate \$1million from fund balance for 2021 Town highway paving projects	P. Barrett
2. Supervisor	Approve the proposed improvements to the sport courts in the Riverview Park District	P. Barrett
3. Supervisor	Approve a bond in the amount of \$ 450,000 for the Riverview Park District Sport Court Improvements	P. Barrett
4. Supervisor	Award a contract for improvements in the Riverview Park District for sports courts to Best Paving & Sealcoating	P. Barrett
5. Supervisor	Authorize the Supervisor to sign an agreement with Santore's World Famous Fireworks for an Independence Day display	P. Barrett
6. Supervisor	Award a contract for cloud-based telephone system upgrades to Vaspian	P. Barrett
7. Buildings & Grounds	Authorize the replacement of the Meadow Estates signs	P. Barrett
8. Buildings & Grounds	Accept a quote from Mazzone Plumbing & Heating for the replacement of water heaters at the Prestige Arena	P. Barrett
9. Buildings & Grounds	Accept a quote from P&J Mechanical Contractors for a boiler replacement at the Clifton Park Senior Community Center	P. Barrett
10. Parks & Recreation	Authorize the promotion/hiring of staff for the Summer 2021 Day Camps and Pool seasons	P. Barrett
11. Highway Department	Authorize SingleCut Brewery to use Town roads for their annual 5k Road Race on October 23, 2021	P. Barrett

12. Town Board Establish the Town Tree Committee as a subcommittee to the A. Standaert
G.R.E.E.N. Committee

**TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK**

**NOTICE OF PUBLIC HEARING (CHANGE IN LOCATION)
RIVERVIEW LANDING SEWER DISTRICT NO. 1**

PLEASE TAKE NOTICE IN A CHANGE IN LOCATION, in accordance with Section 202-b of the New York State Town Law, the Town Board of the Town of Clifton Park, Saratoga County, New York (the "Town") will conduct a public hearing on June 7, 2021 at 7:05 p.m. at **6 Clifton Common Blvd., Clifton Park, NY, Senior Community Center**, to consider the expenditure of \$1,495,600 for the acquisition, construction and installation of improvements to the Town of Clifton Park Riverview Landing Sewer District No. 1 sanitary sewer system including, but not limited to, the installation, replacement or rehabilitation of sewer mains, pump stations and other facilities, and the acquisition of land, or rights in land, and machinery, equipment or apparatus required in connection therewith.
By Order of the Town Board of the Town of Clifton Park.

Teresa Brobston Town Clerk
Town of Clifton Park

**TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK**

**NOTICE OF PUBLIC HEARING
RESIDENTIAL DENSITY BONUS**

PLEASE TAKE NOTICE, the Clifton Park Town Board (the “Town”) has received an application for a residential density bonus for a multi-family housing project at 451 Clifton Park Center Road, within the TC-2 Zone. The Town Board hereby calls a public hearing to receive comment from the public concerning the proposal. A narrative describing the proposal is posted at www.cliftonpark.org, under the government tab, and is available through the Town Clerk’s office. The proposal seeks approval for 41 residential units, an addition of 2 residential units above the allowable base density for the project of 39 units. The Town will conduct a public hearing on June 7, 2021 at 7:07 p.m. at **6 Clifton Common Blvd., Clifton Park, NY, the Senior Community Center.**

Teresa Brobston Town Clerk
Town of Clifton Park

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

Resolution No. _____ of 2021, a resolution authorizing the transfer of \$1,000,000 from Unassigned General Funds to Highway Paving Account for 2021 paving projects.

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

WHEREAS, the Town Board wishes to transfer funds to the Highway Department to increase the number of planned paving projects on Town roads under the existing 2021 paving contract; now therefore be it

RESOLVED, that authorization is hereby granted to the Comptroller to transfer an amount up to \$1,000,000 from A-914 (Undesignated Fund Balance) to DA-5032 (Highway Fund - Highway Transfer) and increase expenditures in DA-05110-00030 (Highway Fund – General Construction – Paving) by the same amount, for paving projects planned for 2021.

Resolution No. _____ of 2021, a resolution approving the renovation and improvement of the Tennis and Basketball Courts in Parks within the Riverview Park District

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

WHEREAS, pursuant to Town Law Section 202-b, the Town Board of the Town of Clifton Park (the "Town") proposes to undertake the renovation and improvement of the The Algonquin Road, Westchester Drive, Boyack Road and Archer Drive Parks, all within the Riverview Park District, including reconstruction of tennis and basketball courts, grading or improvement of the sites, preparation of surveys, plans and bid documents associated with the improvements the acquisition and installation of playground equipment and apparatus, as well as the addition of signage, as described in the Bid Preparation Manual and Documents prepared by Environmental Design Partnership Dated April 7, 2021

WHEREAS, the total estimated maximum cost of the Project is \$450,000; and

WHEREAS, on June 7, 2021, the Town Board held a public hearing regarding the Project, as required by Town Law Section 202-b.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby determines that it is in the public interest to undertake the Project; and be it further

RESOLVED, that the Town Board hereby authorizes the Town Supervisor and other proper officers of the Town to proceed with the Project provided, however, that the financing of the Project shall not occur until the Town Board has adopted a Bond Resolution in accordance with the New York Local Finance Law.

Resolution No. _____ of 2021, a bond resolution authorizing the renovation and improvement Basketball Courts and Tennis Courts at locations within the Riverview Park District in the Town of Clifton Park, Saratoga County, New York, at a maximum estimated cost of \$450,000 and authorizing the issuance of not to exceed \$450,000 serial bonds to pay the cost thereof.

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

BE IT RESOLVED by the Town Board of the Town of Clifton Park, Saratoga County, New York (the "Town"), as follows:

Section 1. The renovation and improvement of the Algonquin Road, Westchester Drive, Boyack Road and Archer Drive Parks, all within the Riverview Park District, (the "District"), including the renovation and reconstruction of tennis courts and basketball courts, including the acquisition and installation of tennis court and net poles, basketball poles and hoops, and related fencing and improvements, (the "Project"), is hereby authorized at an estimated maximum cost of \$450,000.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific objects or purposes is \$450,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of the issuance of up to \$450,000 serial bonds (the "Bonds") of the Town authorized to be issued pursuant to this bond resolution and the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen (15) years, pursuant to subparagraph 19(c) of Section 11.00(a) of the Local Finance Law. The proposed maturity of the Bonds will be in excess of five years.

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.

Section 6. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be apportioned and assessed upon the several lots and parcels of land within the District, which the

Town Board determines to be especially benefited by the Project, an amount sufficient to pay the principal of and interest on such obligations as the same becomes due and payable, but if not paid from such source, all the taxable real property in the Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on such obligations when due.

Section 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00 inclusive of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to sell and deliver the Bonds and any bond anticipation notes providing for substantially level or declining annual debt service, is hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 8. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the Town's General Fund. It is intended that the Town shall then reimburse such expenditures with the proceeds of the Bonds and bond anticipation notes authorized by this resolution and that the interest payable on the Bonds and any bond anticipation notes issued in anticipation of the Bonds shall be excludable from gross income for federal income tax purposes. This resolution is intended to constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Regulation Section 1.150-2.

Section 9. The validity of the Bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution, or a summary hereof, shall be published in the official newspapers of the Town for such purpose, together with a notice of the Clerk of the Town in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 11. This resolution is not subject to a referendum on petition in accordance with Section 35.00(b)(2) of the Local Finance Law.

Section 12. The Town Supervisor, as chief fiscal officer of the Town, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the Town to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12.

Section 13. The Town Board hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 14. This resolution shall take effect immediately.

Resolution No. _____ of 2021, a resolution awarding the contract for improvements to the sports courts at the Riverview Park District Best Paving of Menands, New York.

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

WHEREAS, the Town Board, as commissioners of the Riverview Park District, wish to authorize improvements to the basketball and tennis courts in the Riverview Park District, and

WHEREAS, Environmental Design Partners prepared bid documents and solicited sealed bids for the project consistent with Section 103 of the General Municipal Law, and

WHEREAS, Best Paving & Sealcoating, 1349 Broadway, Menands, NY submitted the lowest bid to replace the sports courts in an amount not to exceed \$399,800.00, and

WHEREAS, Best Paving & Sealcoating also included Alternatives #1 and #2 in the amount of \$2,235 each for the Algonquin Road and Westchester Drive park gates, and

WHEREAS, EDP recommends accepting the bid of Best Paving & Sealcoating as low bidder, and recommends awarding the contract for paving and Alternatives #1 and #2 to Best Paving per the bid; now, therefore be it

RESOLVED, that the Supervisor is authorized to sign the contract documents for replacing the courts in the Riverview Park District, not to exceed \$404,270.00; and be it further

RESOLVED, that the proceeds from the Bond Resolution, authorized in Resolution No. _ of 2021, be used to pay for the improvements.

Tom McCarthy

From: John Lyon <jlyon@edpllp.com>
Sent: Thursday, June 3, 2021 12:41 PM
To: Tom McCarthy
Subject: Fwd: Athletic Courts

see below that I sent Dan previously. If you need anything additional let me know,

Thanks,

John Lyon, RLA
Landscape Architect

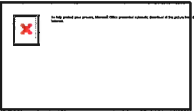


----- Forwarded message -----

From: John Lyon <jlyon@edpllp.com>
Date: Thu, May 6, 2021 at 7:37 AM
Subject: Athletic Courts
To: Dan Clemens <dclemens@cliftonpark.org>

Dan,
After a meeting with Best Paving it is our recommendation that you can proceed with them. Please include any actions for the Add Alternates. I would recommend the gates and it is up to the parks department for the additional fence along the sides at Westchester.

John Lyon, RLA
Landscape Architect



Environmental Design Partnership
900 Route 146
Clifton Park, NY 12065
518.371.7621 ext. 131 (o)
518.579.5120 (direct)

Athletic Courts Replacement Bid 4/28/21 @ 3 pm

Company Name	Base Bid	Alt #1, Algonquin Rd. Park gate	Alt #2 Westchester Dr. Park gate	Alt #3 Westchester Dr. Park side fence section court and stagger gate
BEST SAVING BANKING ALBANY, NY	399,800.	2,235,	2,235,	\$ 19,000
Commercial Savings Ft. Edward, NY				

12:06
PM

Athletic Courts Replacement Bid 4/28/21 @ 3 pm

Company Name	Base Bid	Alt #1, Algonquin Rd. Park gate	Alt #2 Westchester Dr. Park gate	Alt #3 Westchester Dr. Park side fence section court and stagger gate
Edward Thomas O'Connor, Inc. Glens Falls, NY	498,700	1,900.	1,900.	17,000
Peter Luizzi & Bros. Albany, NY	565,250	1,940.	1,940.	18,370
DeSignore Brothers Pavins Tray, NY	569,902	1,900	1,900	17,750
New Castle Paving Tray, NY	470,770	1,950	1,950	15,600

Resolution No. _____ of 2021, a resolution awarding the contract for Fireworks, for the Town of Clifton Park's 4th of July celebration to Santore's World Famous Fireworks and authorizing the Supervisor to sign the agreement for same.

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

WHEREAS, the Town's 2020 Fireworks bids were opened in March 2020, with Santore's World Famous Fireworks submitting the sole bid, in the amount of \$17,250, for a twenty minute musically choreographed pyrotechnic display, and

WHEREAS, by Resolution No. 82 of 2020, the bid was awarded to Santore's as sole bidder, at a price consistent with similar shows in prior years, and

WHEREAS, the Supervisor did not execute the 2020 contract, and the New York Governor later ordered large gatherings and celebrations canceled for reasons associated with the Covid 19 pandemic, and

WHEREAS, Santore's World Famous fireworks agreed to postpone the event, and to hold the bid price, for the 2021 season, and

RESOLVED, that the Supervisor is authorized to sign an the attached agreement for the July 4, 2021 Fireworks display based on last year's bid, at a cost not to exceed 17, 250.00, to be paid from A-07550-00052 (General Fund – Festivals – July 4th).

Contract

THIS CONTRACT ("Contract") is made on this ___ day of June 2021, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170; hereinafter known as and designated as "**SANTORE**"; and **Town of Clifton Park**, having an address of One Town Hall Plaza, Clifton Park, NY 12065, hereinafter known as and designated as "**CLIENT**."

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

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

- A. Display Date: July 4, 2021 (Pending Town Permit approval)
- B. Rain Date: July 5, 2021(Pending Town Permit approval)
- C. Display Location: A designated area of Clifton Commons.
- D. Start Time of Display: 9:30 p.m.
- E. Duration of Display: 20 minutes.

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

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

4. **CLIENT** will procure and/or provide the following

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

5. HOLD HARMLESS

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

6. POSTPONEMENT

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

7. CANCELLATION

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay **"SANTORE"** 50% of the total contract price forthwith upon cancellation. If this contract is canceled due to the inability of **"SANTORE"** or the Town, to obtain a Town of Clifton Park fireworks permit or mass gathering permit due to remaining or renewed NYS State pandemic related restrictions, the said contract can be "Postponed" until Labor Day or the next available mutually convenient date. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay **"SANTORE"** liquidated damages of 100% of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT**'s paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

8. PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$17,250.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: A 50% deposit is due upon signing of contract. The balance of the contract is due upon completion of the display. A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

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

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

SANTORE'S WORLD FAMOUS FIREWORKS, LLC
Jeffrey M. Ward May 2021

By:

Phil Barrett, Supervisor
Town of Clifton Park

By: _____

Client Contact Information

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

Representative for Date of Show

Name: _____
Cell Phone: _____
E-Mail _____

Resolution No. _____ of 2021, a resolution awarding the contract for a cloud-based telephone system upgrade per Request for Proposals.

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

WHEREAS, the Town published a Request for Proposals on February 4, 2021, and

WHEREAS, the RFP was published in the NYS contract Reporter, Schenectady Gazette, and was posted on the town's website, with proposals due on March 3, 2021, and

WHEREAS, proposals were reviewed for responsiveness to the RFP, price, best value to the Town and a review of the entities submitting bids, and

WHEREAS, Supervisor Barrett appointed an evaluation committee to analyze responding bids and to interview top finalists, and

WHEREAS, the Committee recommended that the Proposal from Vaspian, be accepted as most responsive to the needs expressed in the Request for Proposals and based on price, references and best value demonstrated; now therefore be it

RESOLVED, that the Town Board hereby accepts the recommendation of the evaluation committee, and be it further,

RESOLVED, that the Supervisor is authorized to execute the attached engagement letter from Vaspian, 266 Oak Street, Buffalo, New York 14203, and the Comptroller is authorized to pay the contract price, not to exceed \$48,775.14 from A-1620-200 (General Fund - Town Hall-Equipment); and be it further

RESOLVED, that the Comptroller is authorized to execute the ACH Payment Form for the monthly electronic payments for the monthly charge of \$1,780 which will be allocated among the various locations throughout Town, with the balance coming from A-1620-002 (General Fund – Town Hall Operations- Telephone).



vaspian



Town of Clifton Park
 1 Town Hall Plaza Clifton Park NY 12065

June 3, 2021

Pricing based on 12 month term

Description	Qty	Current	Vaspian	
			Per Item	Monthly
Phone Service				
Unlimited Phones & Users (Includes all Usage)	100	\$0.00	\$17.50	\$1,750.00
Call Recording	0		\$10.00	\$0.00
Voicemail Only User	6		\$5.00	\$30.00
Phone System				
Maintenance	0	\$0.00	Included	Included
Phone Service & Internet		\$0		\$1,780

Description	Qty		Vaspian	
			Per Item	Total
Phones & Equipment				
Vaspian Bluetooth Capable, Gigabit 72 Button Color Display Phone	87		\$233.00	\$20,271.00
Vaspian Reception Key Module	1		\$205.00	\$205.00
Wall Mount Kit	15		\$36.00	\$540.00
Vaspian 2 Port Analog Telephone Adapter	10		\$165.00	\$1,650.00
Vaspian IP 7000 Conference Phone	3		\$485.00	\$1,455.00
Polycom SoundStation IP 7000 Extension Microphones	1		\$229.00	\$229.00
Vaspian Tunnel Router	2		\$350.00	\$700.00
Algo SIP Door Relay Controller (Court)	1		\$645.00	\$645.00
Mitel WLAN Adapter (Included at no cost - One time only)	5		\$0.00	\$0.00
POE Injectors for: Barney Road Golf Course, Building & Grounds Workshop, Locust Lane Clubhouse, Burning Bush Clubhouse, Barney Road Clubhouse EnGenius PoE Injector - 30 Watt	5		\$32.00	\$160.00
Cisco 48 Port - POE Switches for Highway Department + Senior Center + Court - Cisco Business 250 Series Smart Switch - 48 x Gigabit Ethernet PoE+ 4 x Gigabit Ethernet Expansion Slot - PoE+ 370 W	3		\$1,085.00	\$3,255.00
Cisco Smart Net Total Care - extended service agreement 8x5 NBD for CBS250-48P - 3 Year	3		\$324.00	\$972.00
Cisco 10 Port POE Switch for Highway Department Maintenance Bay Cisco Small Business SG250-10P - Switch - 10 Ports - 8 x 10/100/1000 (PoE+) + 2 x combo Gigabit SFP	1		\$356.00	\$356.00
Cisco SmartNet NBD 8x5 - 3 years for SG250-10P-K9-NA	1		\$103.14	\$103.14
Ruckus R510 Unleashed for Transfer Station ZoneFlex R510 Unleashed, dual-band 802.11 abgn/ac (802.11ac Wave 2) Wireless Access Point, 2x2:2 streams, BeamFlex+, dual ports, 802.3af PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty	2		\$486.00	\$972.00
Ruckus End User Unleashed Support for R510 - 3 Years	2		\$87.00	\$174.00
APC Battery Backup - APC Smart-UPS SC 450VA Rackmount/Tower - 450VA/280W - 5.9 Minute Full Load - 4 x NEMA 5-15R	3		\$185.00	\$555.00

APC Battery Backup - APG Back-UPS BE600M1 - UPS - 330 Watt - 600 VA - 1 USB Charging Port	9		\$72.00	\$648.00
Installation Setup & Training - Work with Town to design and build tenant. Onsite install Town Hall router, phones, MediaTrix for fax and conference phones. Install Vaspian equipment and network equipment at Public safety, install router, Highway, Highway Maint Bay, Barney Road Golf Course (Internet Required), Building & Grounds Workshop, Locust Lane Clubhouse, and Burning Bush Clubhouse . Setup Ruckus WiFi for voice at Transfer Station. Provide end user phone training, administrator training, and self paced curriculum for all staff.	125		\$125.00	\$15,625.00
Travel Charge	13		\$20.00	\$260.00
Equipment Purchase Price				\$48,775.14

Prepared By:
Greg Schreiber
716.961.2123
gschreiber@vaspian.com



Vaspian - Voip and/or Data Services Order Form and Agreement

Customer Name Town of Clifton Park
 Main Billing Telephone # 518.371.6651
 Fed Tax ID _____

Sales Person _____
 Partner / Inside Sales _____
 Contract Term 12 Month

Service Address		Billing Address	
Address 1	<u>One Town Hall Plaza</u>	Name/Dept	<u>Same</u>
Address 2	_____	Address 1	_____
City	<u>Clifton Park</u>	Address 2	_____
State	<u>NY</u> Zip <u>12065</u>	City	_____
Primary Contact		Technical Contact	
Name	<u>Phil Barrett</u>	Name	<u>Matt Andrus</u>
Work #	<u>585.371.6651</u>	Work #	<u>518.371.6651</u>
Cell #	_____	Cell #	_____
Fax #	_____	Fax #	_____
Email	<u>pbarrett@cliftonpark.org</u>	Email	<u>Mandrus@cliftonpark.org</u>

Services Information

Phone & Analog Users	<u>100</u>	Fee Per Phone User	<u>\$17.50</u> monthly
Remote Office Users	<u>INC</u>	Fee Per Remote Office User	<u>INC</u> monthly
Lines	<u>INC</u>	Fee Per Line	<u>INC</u> monthly
Usage Rate	<u>INC</u>	Fee Per Call Pack	<u>INC</u> monthly
Manage Router Fee	_____	Fee for Manage Router Services	<u>\$25.00</u>
Vfax	<u>0</u>	Fee Per UM User	<u>INC</u> monthly
Dynamic Caller ID	<u>0</u>	DID Cost	<u>\$2.00</u> per Number
	_____		_____
	_____	Usage Rate	<u>INC</u> per 1000 min call Pack
	_____	Domestic Toll-free rate	<u>INC</u> per minute
Total Monthly Charges	\$1,780.00		

* Analog ports support traditional telephony devices such as fax machines, standard/cordless phones, paging systems.

** All local, regional, or long distance minutes of use above the above Total Service Minutes will be billed for additional call packs at this rate. Other calls, including international, will be billed separately.

Data Services Information

This section specifies Circuit(s) for data services and pricing for one customer location.

Circuit Type	<input type="text"/>	Monthly Rate	<input type="text"/>
Number of Circuits	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>

The standard X-Tone Data Service configuration provides private LAN addresses, NAT, and DHCP with DNS on the customer LAN. These services are provided by an IP access router specified, provided, and installed by Vaspian. Note here if any additional services are requested, such as static/global LAN addresses or port mappings.

Site Information

Floor Room/Suite
 Demarc Location

Customer Authorization

I hereby agree to and authorize the purchase of X-Tone service based on the terms and conditions above.

Customer Representative	Vaspian Representative
Signature _____	Signature _____
Print Name _____	Print Name _____
Title _____	Title _____
Date _____	Date _____

This Services Agreement ("Agreement") is entered into between Vaspian, LLC ("Vaspian") and the individual or entity listed in the signature block below and its employees, officers, agents, and contractors ("Customer") for the purchase and provisioning of Vaspian X-Tone services.

I. Service. Sale of Vaspian X-Tone services is contingent upon Customer subscribing to sufficient broadband data services from Vaspian or one of its broadband partners throughout the term of this contract. Provision of desired level of service is subject to availability.

II. Activation Date/Term. The Activation Date is the date on which X-Tone service is available to Customer and Customer can receive inbound calls on its own phone numbers. Vaspian will begin billing Customer for service on the Activation Date. The term of this Agreement shall commence on the Activation Date and end on the last day of the calendar month after the contract term length of this Agreement has passed ("Expiration Date").

III. Payment. All invoices are due and payable according to the payment terms on the Customer's invoice or statement. Customer shall send payments to the address specified in the invoice, or may make payments through other arrangements (e.g. credit card, direct bill pay) that Vaspian offers to the Customer. Vaspian may, in addition to any other remedies available to it, impose a late fee for non-payment and may suspend service to accounts over ten (10) calendar days past due, however, such interruption does not relieve Customer of the obligation to pay its monthly charges for the remaining term of this Agreement. Customer agrees to pay Vaspian its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement.

IV. Billing. Vaspian will bill the Customer monthly for service charges up to and including the next month's charges. Payment terms will be Net 15 days.

V. Installation. Customer represents that it is either the owner of the Customer's premises (the "Premises"), or, in the event Customer is a tenant or other occupant of the Premises, the Customer represents that the Customer has secured permission of the Customer's landlord/building owner ("Landlord") for the installation of all equipment to implement the Agreement, including, but not limited to, customer-premise equipment ("CPE") connected to the Customer's computers and telephone systems, LAN and telephone jacks installed in the wall of Premises, and lines wired through interior and/or exterior walls of the Premises (the "Equipment"). The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such installation. The Customer also agrees to pay Vaspian the full costs of early termination in the event Customer's Landlord requires that the Equipment be removed. Subject to the provisions of this Agreement, Vaspian shall attempt to schedule and conduct installation and maintenance activities so as not to unreasonably interfere with any Customer business operations at the Premises. Customer agrees to pay a \$100 Missed Appointment Fee if (1) Customer cancels a scheduled appointment less than 24 hours before such appointment; (2) installation of the Equipment at the site proves to be unable to complete installation because Customer is not available and/or unable to grant access to all areas required for successful installation. Customer shall furnish, without charge, space, electrical power, and environmental conditions reasonably required by Vaspian for provision of the X-Tone Services. Customer shall allow Vaspian continuous access and right-of-way to Customer's Premises for provision and maintenance of the Equipment and CPE.

VI. Moves, Service Upgrades, Service Degrades. If Customer moves locations at any time during the term of this Agreement and wishes to continue Vaspian services at a new location, a new Site Form must be completed and signed by the Customer. Additional installation and Move Fees may apply, depending on the new location and installation requirements, and will be solely at Vaspian's discretion. If, during the Agreement Period, Customer elects to change its service features and/or options, such as increasing the number of phones, lines, or minutes, the new monthly rate will be effective on the day the upgrade/downgrade is made and prorated for any partial months. If any service change requires a technician dispatch or new equipment installation, a new Installation Fee and/or Equipment Charge may apply. If any new equipment required will replace any equipment previously installed, Vaspian will, at the Customer's request, assist the Customer in finding a buyer for the used equipment.

VII. Renewals. If at the conclusion of this term, Customer wishes to discontinue service, Customer must notify Vaspian of its intent, in writing, 30 days before the expiration date of the term. Otherwise this Agreement shall automatically renew on a month-to-month basis at the prices in this agreement and remain as such until either party cancels with 30 days written notice to the other party. On the first day of each calendar month during this period, the Expiration Date will become the last day of that calendar month. Customer may sign a new agreement at any time during this period to take advantage of lower pricing or other offers, if offered by Vaspian.

VIII. Early Termination Liability. If Customer cancels this Agreement prior to the circuit and/or T-1 installation, a \$500 order-processing fee will be applied per circuit and/or T1 and shall be due immediately. If Vaspian incurs additional fees from a third party for the cancellation of any order and/or facilities it has ordered on Customer's behalf to support this Agreement, those charges will also be due immediately.

If Customer elects to terminate this Agreement prior to the Expiration Date, Customer agrees to pay Vaspian in full for all outstanding balances due up to the date of termination, the remaining monthly charges for circuit(s), T1(s) and total user fees for all remaining months of agreement; plus a \$500 early termination fee per circuit and/or T1. Total user fees shall be determined from the amount of users on the original agreement. Vaspian reserves the right to suspend or terminate service without notice to accounts in violation of this Agreement or due to circumstances beyond Vaspian's control. If Vaspian terminates this Agreement prior to the Expiration Date due to Customer violation, Customer agrees to pay Vaspian in full for all outstanding balances due up to the date of termination, the remaining monthly charges for circuit(s) and/or T1(s) and total user fees for all remaining months of agreement; plus a \$500 early termination fee per T1. Upon termination of this Agreement for any reason, it becomes the customer's responsibility to make all of the arrangements for the return of any Vaspian-owned equipment to Vaspian.

IX. Previous Contracts. Customer agrees that Vaspian is in no way responsible for the termination of any service contracts or agreements with other communications service providers, or any service termination charges that might result from cancellation of said services. Customer agrees to be either (a) fully released from past service contracts, and/or (b) fully aware of and willing to pay any termination charges imposed by and due to other communication service providers.

X. Vaspian Network. Customer shall be liable for any damages to Vaspian network facilities if caused by (a) negligent or willful acts or omissions of Customer, or Customer's agents, employees or suppliers; or (b) malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers. Vaspian-owned equipment shall remain the sole and exclusive property of Vaspian. Upon termination of service, Customer must return Vaspian-owned equipment to Vaspian in good working condition, reasonable wear and tear accepted. In the sole judgment of Vaspian, Customer shall be liable for damage to such equipment, beyond reasonable wear and tear, up to the full replacement cost for that equipment. Failure to return Vaspian-supplied equipment within 14 days of termination will result in the customer being charged a late equipment return fee of up to the full replacement cost of the equipment.

XI. Customer-supplied CPE. In cases where Vaspian may approve the use of existing customer CPE (e.g. routers, switches) for use with X-Tone services, Customer takes full responsibility for any service degradation, outages, or loss of business caused by the installation, maintenance, or operation of this equipment. Customer will provide Vaspian full remote and administrative access to such equipment, to allow Vaspian to ensure service delivery and proper operation of its services. If Vaspian deems the equipment insufficient to support X-Tone services at any time, Customer must replace the equipment when requested by Vaspian. If Customer refuses to replace the equipment at Vaspian's request, Customer understands that it will be in violation of this Agreement and subject to any treatment and fees resulting from early termination.

XII. Equipment Sales. Customer understands that any equipment sold by Vaspian to Customer may be refurbished, in order to minimize costs to the customer. Such equipment will perform as comparable new equipment and will be sufficient to support Vaspian's service quality levels. Customer has the right to request new equipment for any or all service components, at the full (and likely higher) price for such equipment.

XIII. Future Taxation. Customer understands that Vaspian X-Tone service is an enhanced data service and is not regulated or tariffed by any governmental body, and as such does not incur any associated taxes that must be passed on to the Customer. Vaspian does incur governmental taxation from tariffed services it uses to provide service, but these taxes are not imposed on Customers. Customer understands that if future legal, governmental, or other related conditions force the imposition of additional taxation on X-Tone services during the term of this Agreement, Vaspian may be required to charge additional taxes and/or service fees to Customer. Vaspian will make every effort to minimize the impact of any such taxes on Customers, if they arise.

XIV. Force Majeure. Neither party shall be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, labor disputes, terrorist activities, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, third party non-performance, equipment failures, transportation difficulties, or other occurrences which are beyond the delayed party's reasonable control, provided that the delayed party provides the other party with prompt notice of such delay.

XV. Warranty. Vaspian exercises no control over and accepts no responsibility for, the content of the information passing through Vaspian host computers, network hubs and points of presence (the "Vaspian Network"). Vaspian (a) makes no representations or warranties of any kind, whether express or implied, including, for the purposes of illustration, but not limited to, for installation of equipment and/or the services and equipment it is providing, and (b) disclaims any warranty of title, merchantability, non-infringement or fitness for a particular purpose. Use of any information obtained via the Vaspian Network is at Customer's own risk. Vaspian specifically denies any responsibility for the accuracy or quality of information obtained through its services.

XVI. Acceptable Use. Customer agrees to use Vaspian services only for purposes for which they are intended. Customer shall only access Vaspian network resources via Vaspian-approved methods, hardware, and/or software. Vaspian reserves the right to amend this Agreement, effective upon Customer notification of the revised Agreement.

XVII. Indemnification. Customer agrees to indemnify and hold harmless Vaspian from any losses, damages, costs or expenses resulting from any third party claim or allegation ("Claim") arising out of or relating to use of the service, including, for the purposes of illustration, but not limited to, any Claim which, if true, (a) would constitute a violation of the Acceptable Use Policy as defined herein, (b) relates to the quality, performance, and/or systems integrity of the installation or operation of equipment or facilities (e.g., network interface cards, cabling, radios, switches, routers, or phones) in connection with the provision of service under this Agreement, and/or (c) is based on or arises out of a claim that Customer infringes: (i) any third party patent issued from or third party trade secret recognized by any county belonging to the Patent Cooperation treaty; (ii) any third party copyright issued from any country belonging to the Berne Convention; (iii) any third party trademark, service mark, logo or insignia identical to, or likely to cause confusion with such mark owned by the third party (collectively, "Third Party Rights"). Customer shall pay all damages, costs, fees, and other charges incurred by Vaspian in any such third party actions, which are attributable to the aforementioned Third Party Rights.

XVIII. Limitation of Liability. Either party's liability, whether in contract, tort, or otherwise, shall be limited to direct damages, which shall not exceed the aggregate applicable non-recurring and recurring monthly charges associated with the service (or, in the case of damage to a customer's computer, the reasonable cost of replacing or repairing that computer); provided however, Vaspian shall bear no liability for indirect, incidental, special, punitive or consequential damages in connection with the loss of data under any such circumstances. Neither party shall be liable in contract, tort, or otherwise for any indirect, incidental, special, punitive or consequential damages, including, but not limited to, economic loss, loss of use, lost profits, lost revenue, or lost goodwill, that result from the installation by Vaspian or its authorized representative or agent of equipment and/or facilities in connection with the provision of service, or from customer's use of the Vaspian network and the services including, without limitation, any such damages for loss of data resulting from delays, non-deliveries, misdeliveries, the installation of equipment and/or facilities, or service interruptions, regardless of whether such party was apprised of the possibility of such damages. Vaspian shall not be liable for any act or omission for any other company or any third-party vendor furnishing any portion of service to Customer, including, but not limited to, the installation or use of any equipment owned by or leased by Customer, the installation or use of any equipment supplied to Customer by Vaspian or any other supplier of equipment to Customer (under warranty, service agreement or otherwise), or any network service contracted by Customer or Vaspian. Vaspian will not be responsible for any penalties incurred from existing contractual agreements Customer may have in place with any other carriers.

XIX. Resale. Connectivity and services are provided to Customer and Customer's organization only. Resale to or use by persons outside the Customer's Premises or to persons outside the Customer's organization, is prohibited. Vaspian may suspend the service or terminate this Agreement on notice of a violation of this Section.

XX. Assignment. Customer may not assign or transfer any of its rights or obligations under this Agreement without the express, prior written consent of Vaspian. Vaspian or its affiliates or subcontractors may perform some or all of the services provided hereunder.

XXI. No Waiver. No failure on the part of either party to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any further exercise thereof.

XXII. Dispute Resolution. If a dispute arises between the parties with respect to this Agreement, such claim or dispute shall be settled by arbitration in Buffalo, New York. The parties shall share costs of arbitration equally, unless the award provides otherwise. Judgment upon the award rendered by the arbitrators may be entered into any court of competent jurisdiction and shall be non-appealable and fully enforceable. The parties agree that, except as required by law, the existence, outcome or contents of any arbitration proceeding shall be kept confidential.

XXIII. Confidentiality. The terms of this Agreement shall be held confidential by each party, as shall each party's confidential or proprietary information ("Confidential Information"). Performance, discounts, and prices under this Agreement, the quality of Vaspian Network performance, and any data provided by Vaspian to Customer regarding performance of Vaspian Network shall be deemed Vaspian Confidential Information. Neither party shall disclose the other party's Confidential Information to third parties without the other party's written consent, except as permitted pursuant to this Section. Each party shall disseminate the other party's Confidential Information among its employees, affiliates, or agents only on a need-to-know basis and shall use such Confidential Information only for the purpose of performing its obligations hereunder. To the extent a party is required by applicable law, regulation, government agency or court order, discovery request, subpoena, or investigative demand to disclose the terms of this Agreement or the other party's Confidential Information, such party shall use its reasonable efforts to minimize such disclosure and to obtain an assurance that the recipient shall accord confidential treatment to such Confidential Information, and shall notify the other party contemporaneously of such disclosure. Either party in its discretion may terminate this Agreement for cause and without penalty upon ten (10) days' written notice in the event of any breach of this Section. The parties acknowledge that monetary damages may be an inadequate remedy for any breach of this Section and that either party may seek injunctive relief or specific performance as a non-exclusive remedy for such breach. The confidentiality obligations set forth in this Section shall survive the termination or expiration of this Agreement for an additional two (2) years.

XXIV. Privacy. Vaspian will not sell, distribute, or otherwise make public any of the Customer's business or service information, without prior written consent from the Customer. Vaspian reserves the right to use any and all service information without associating it specifically to the Customer, e.g. for statistical purposes.

XXV. Governing Law. This Agreement shall be governed by the laws of the State of New York without regard to its choice of law provisions, applicable federal laws and any applicable tariffs, rules and regulations.

XXVI. Authorized Signatures. THE CUSTOMER SIGNER OF THIS AGREEMENT IS AUTHORIZED TO MAKE TELECOMMUNICATIONS DECISIONS AND COMMIT HIS/HER COMPANY TO A SERVICE AGREEMENT.

This Agreement contains the entire understanding between the parties hereto and supersedes all other Agreements of the parties, whether oral or written. Any modification to this Agreement is not binding unless approved in writing by Vaspian.

Initials _____ Date: _____



**Letter of Authorization/Agency and
Number Inventory**

Letter of Authorization or Agency

For each of the telephone numbers listed herein, I hereby authorize Vaspian LLC. (hereinafter "Vaspian") to act as agent to change my or my company's (hereinafter "CUSTOMER") existing telecommunications carrier(s) as described below and I represent that I have such authority.

I hereby understand that there may be a charge for changing my telecommunications service provider.

I hereby authorize Vaspian to handle, on CUSTOMER's behalf, all arrangements, including ordering, and/or maintaining

I hereby authorize Vaspian to change my local exchange service from _____ to Vaspian.
 I hereby authorize Vaspian to change my InterLATA Primary Exchange Carrier (PIC) from _____ to Vaspian.
 I hereby authorize Vaspian to change my IntraLATA Primary Exchange Carrier (PTC) from _____ to Vaspian.

I hereby authorize Vaspian to cancel any lines or services (e.g. remote call forwarding, DSL) associated with these phone numbers. that may be required to correctly port the numbers to Vaspian.

Customer Name: _____
 Billing Address 1: _____
 Billing Address 2: _____
 City: _____
 State: _____ Zip: _____

Number Inventory

The following telephone numbers (DIDs) should be ported to Vaspian LLC..

I UNDERSTAND THAT ANY NUMBERS THAT DO NOT APPEAR ON THIS LIST WILL NOT BE PORTED AND WILL NOT BE AVAILABLE FOR USE WITH MY VASPIAN SERVICE.

	Use*		Use*
1	BTN	16	
2	Fax	17	
3		18	
4		19	
5		20	
6		21	
7		22	
8		23	
9		24	
10		25	
11		26	
12		27	
13		28	
14		29	
15		30	

* Main #, BTN, Fax, Alarm line, etc.

**Use additional LOA Form for Additional Numbers

Customer Authorization

I have read and understand the terms of this letter.

Signature _____
 Print Name _____
 Title _____
 Date _____



vaspian

ACH Payment Form

Customer Name _____
Address 1 _____
Address 2 _____
City _____
State _____ Zip _____

Banking information for ACH

Bank Name: _____

Account Number: _____

Routing Number _____

Billing Contact: _____

Work Phone Number: _____

Cell Phone Number: _____

Billing email Address: _____

(All invoices will be sent to email address provided)

Copy of Voided Check Attached: Yes / No

Equipment & Installation Deposit Amount: \$ _____

Date in which Deposit amount is to be Debited From Above Account _____

Final Equipment & Installation amount will be Debited from above account on the day of installation.

Monthly Vaspian Services to be debited on: 1st or 15th

By signing below, you authorize Vaspian to debit the fore mentioned account listed above for all monthly service invoices. Any hardware or equipment charges will be processed on the dates listed above. In the event of a returned payment, the customer agrees to pay \$50 bank NSF charge

Signature _____

Print Name _____

Title _____

Date _____

Resolution No. _____ of 2021, a resolution awarding the contract for a cloud-based telephone system upgrade per Request for Proposals.

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

WHEREAS, the Town published a Request for Proposals on February 4, 2021, and

WHEREAS, the RFP was published in the NYS contract Reporter, Schenectady Gazette, and was posted on the town's website, with proposals due on March 3, 2021, and

WHEREAS, proposals were reviewed for responsiveness to the RFP, price, best value to the Town and a review of the entities submitting bids, and

WHEREAS, Supervisor Barrett appointed an evaluation committee to analyze responding bids and to interview top finalists, and

WHEREAS, the Committee recommended that the Proposal from Vaspian, be accepted as most responsive to the needs expressed in the Request for Proposals and based on price, references and best value demonstrated; now therefore be it

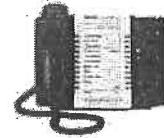
RESOLVED, that the Town Board hereby accepts the recommendation of the evaluation committee, and be it further,

RESOLVED, that the Supervisor is authorized to execute the attached engagement letter from Vaspian, 266 Oak Street, Buffalo, New York 14203, and the Comptroller is authorized to pay the contract price, not to exceed \$48,775.14 from A-1620-200 (General Fund - Town Hall-Equipment); and be it further

RESOLVED, that the Comptroller is authorized to execute the ACH Payment Form for the monthly electronic payments for the monthly charge of \$1,780 which will be allocated among the various locations throughout Town, with the balance coming from A-1620-002 (General Fund – Town Hall Operations- Telephone).



vaspian



Town of Clifton Park

1 Town Hall Plaza Clifton Park NY 12065

June 3, 2021

Pricing based on 12 month term

Description	Qty	Current	Vaspian	
			Per Item	Monthly
Phone Service				
Unlimited Phones & Users (Includes all Usage)	100	\$0.00	\$17.50	\$1,750.00
Call Recording	0		\$10.00	\$0.00
Voicemail Only User	6		\$5.00	\$30.00
Phone System				
Maintenance	0	\$0.00	Included	Included
Phone Service & Internet		\$0		\$1,780

Description	Qty	Vaspian	
		Per Item	Total
Phones & Equipment			
Vaspian Bluetooth Capable, Gigabit 72 Button Color Display Phone	87	\$233.00	\$20,271.00
Vaspian Reception Key Module	1	\$205.00	\$205.00
Wall Mount Kit	15	\$36.00	\$540.00
Vaspian 2 Port Analog Telephone Adapter	10	\$165.00	\$1,650.00
Vaspian IP 7000 Conference Phone	3	\$485.00	\$1,455.00
Polycom SoundStation IP 7000 Extension Microphones	1	\$229.00	\$229.00
Vaspian Tunnel Router	2	\$350.00	\$700.00
Algo SIP Door Relay Controller (Court)	1	\$645.00	\$645.00
Mitel WLAN Adapter (Included at no cost - One time only)	5	\$0.00	\$0.00
POE Injectors for Barney Road Golf Course, Building & Grounds Workshop, Locust Lane Clubhouse, Burning Bush Clubhouse, Barney Road Clubhouse EnGenius PoE Injector - 30 Watt	5	\$32.00	\$160.00
Cisco 48 Port PoE Switches for Highway Department + Senior Center + Court - Cisco Business 250 Series Smart Switch - 48 x Gigabit Ethernet PoE+ 4 x Gigabit Ethernet Expansion Slot - PoE+ 370 W	3	\$1,085.00	\$3,255.00
Cisco Smart Net Total Care - extended service agreement 8x5 NBD for CBS250-48P- 3 Year	3	\$324.00	\$972.00
Cisco 10 Port PoE Switch for Highway Department Maintenance Bay Cisco Small Business SG250-10P - Switch - 10 Ports - 8 x 10/100/1000 (PoE+) 1 x 10/100/1000 (Gigabit SFP)	1	\$356.00	\$356.00
Cisco SmartNet NBD 8x5 3 years for SG250-10P-K9-NA	1	\$103.00	\$103.00
Ruckus RS10 Unleashed for Transfer Station ZionFlex RS10 Unleashed dual-band 802.11ac 1802 MHz Wave 2 Wireless access point, 2x 2.5 Gb ports, BeamFlex+ dual PoE, 102.5W PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.	1	\$97.00	\$97.00
Ruckus End User Unleashed Support for RS10 - 3 Years	2	\$87.00	\$174.00
APC Battery Backup - APC SmartUPS GX 350VA Karrington Tower - 350VA/300W - 55 Minute Full Load - 4 x NEMA 5-15R	3	\$185.00	\$555.00

APC Battery Backup - APC Back-UPS BE800M1 - UPS - 330 Watt - 600 VA - 1 USB Charging Port	9		\$72.00	\$648.00
Installation Setup & Training - Work with Town to design and build tenant. Onsite install Town Hall router, phones, MediaTrix for fax and conference phones. Install Vaspian equipment and network equipment at Public safety, install router, Highway, Highway Maint Bay, Barney Road Golf Course (Internet Required), Building & Grounds Workshop, Locust Lane Clubhouse, and Burning Bush Clubhouse . Setup Ruckus WiFi for voice at Transfer Station. Provide end user phone training, administrator training, and self paced curriculum for all staff.	125		\$125.00	\$15,625.00
Travel Charge	13		\$20.00	\$260.00
Equipment Purchase Price				\$48,775.14

Prepared By:
Greg Schreiber
716.961.2123
gschreiber@vaspian.com



vaspian

Vaspian - Voip and/or Data Services Order Form and Agreement

Customer Name Town of Clifton Park
Main Billing Telephone # 518.371.6651
Fed Tax ID

Sales Person
Partner / Inside Sales
Contract Term 12 Month

Service Address, Billing Address, Primary Contact, Technical Contact

Services Information: Phone & Analog Users, Remote Office Users, Lines, Usage Rate, Manage Router Fee, Vfax, Dynamic Caller ID, Fee Per Phone User, Fee Per Remote Office User, Fee Per Line, Fee Per Call Pack, Fee for Manage Router Services, Fee Per UM User, DID Cost, Usage Rate, Domestic Toll-free rate, Total Monthly Charges \$1,780.00

* Analog ports support traditional telephony devices such as fax machines, standard/cordless phones, paging systems.
** All local, regional, or long distance minutes of use above the above Total Service Minutes will be billed for additional call packs at this rate. Other calls, including international, will be billed separately.

Data Services Information

This section specifies Circuit(s) for data services and pricing for one customer location. Circuit Type, Monthly Rate, Number of Circuits

The standard X-Tone Data Service configuration provides private LAN addresses, NAT, and DHCP with DNS on the customer LAN. These services are provided by an IP access router specified, provided, and installed by Vaspian. Note here if any additional services are requested, such as static/global LAN addresses or port mappings.

Site Information

Floor, Room/Suite, Demarc Location

Customer Authorization

I hereby agree to and authorize the purchase of X-Tone service based on the terms and conditions above.

Customer Representative, Vaspian Representative: Signature, Print Name, Title, Date



**Letter of Authorization/Agency and
Number Inventory**

Letter of Authorization or Agency

For each of the telephone numbers listed herein, I hereby authorize Vaspian LLC. (hereinafter "Vaspian") to act as agent to change my or my company's (hereinafter "CUSTOMER") existing telecommunications carrier(s) as described below and I represent that I have such authority.

I hereby understand that there may be a charge for changing my telecommunications service provider.

I hereby authorize Vaspian to handle, on CUSTOMER's behalf, all arrangements, including ordering, and/or maintaining

I hereby authorize Vaspian to change my local exchange service from _____ to Vaspian.
 I hereby authorize Vaspian to change my InterLATA Primary Exchange Carrier (PIC) from _____ to Vaspian.
 I hereby authorize Vaspian to change my IntraLATA Primary Exchange Carrier (PTC) from _____ to Vaspian.

I hereby authorize Vaspian to cancel any lines or services (e.g. remote call forwarding, DSL) associated with these phone numbers. that may be required to correctly port the numbers to Vaspian.

Customer Name: _____
 Billing Address 1: _____
 Billing Address 2: _____
 City: _____
 State: _____ Zip: _____

Number Inventory

The following telephone numbers (DIDs) should be ported to Vaspian LLC..

I UNDERSTAND THAT ANY NUMBERS THAT DO NOT APPEAR ON THIS LIST WILL NOT BE PORTED AND WILL NOT BE AVAILABLE FOR USE WITH MY VASPIAN SERVICE.

	Use*		Use*
1	BTN	16	
2	Fax	17	
3		18	
4		19	
5		20	
6		21	
7		22	
8		23	
9		24	
10		25	
11		26	
12		27	
13		28	
14		29	
15		30	

* Main #, BTN, Fax, Alarm line, etc.

**Use additional LOA Form for Additional Numbers

Customer Authorization

I have read and understand the terms of this letter.

Signature _____
 Print Name _____
 Title _____
 Date _____



vaspian

ACH Payment Form

Customer Name _____
Address 1 _____
Address 2 _____
City _____
State _____ Zip _____

Banking information for ACH

Bank Name: _____

Account Number: _____

Routing Number _____

Billing Contact: _____

Work Phone Number: _____

Cell Phone Number: _____

Billing email Address: _____

(All invoices will be sent to email address provided)

Copy of Voided Check Attached: Yes / No

Equipment & Installation Deposit Amount: \$ _____

Date in which Deposit amount is to be Debited From Above Account _____

Final Equipment & Installation amount will be Debited from above account on the day of installation.

Monthly Vaspian Services to be debited on: 1st or 15th

By signing below, you authorize Vaspian to debit the fore mentioned account listed above for all monthly service invoices. Any hardware or equipment charges will be processed on the dates listed above. In the event of a returned payment, the customer agrees to pay \$50 bank NSF charge

Signature _____
Print Name _____
Title _____
Date _____

Resolution No. _____ of 2021, a resolution accepting a quote from AJ Sign for the purchase and installation of new entrance signs for Meadow Estates.

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

WHEREAS, quotes were received for the purchase and installation of (2) entrance signs in the Meadow Estates Park District at the intersections of Heather Drive and Clifton Park Center Road, and Michelle Drive and Clifton Park Center Road.

WHEREAS, AJ Sign submitted the lowest quote in the amount of \$4,265.00 for the entrance signs for Meadow Estates, and

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation has reviewed the quotes and recommends accepting the lowest quote which was submitted by AJ Sign Co., Burnt Hills, New York; now, therefore, be it

RESOLVED, that the Town Board, as commissioners of the Meadow Estates Park District, accepts the quote of AJ Sign Co. for the purchase and installation of (2) Meadow Estates entrance signs in an amount of \$4,265.00, to be paid with a transfer of \$3,000.00 from SP12-7142-0024 (Meadow Estates Park District – Meadow Estates – General Maintenance), and a transfer of \$1,265.00 from SP12-07148-0024 (Meadow Estates Park District – Addison Estates – General Maintenance), both to SP12-7142-200 (Meadow Estates Park District – Meadow Estates - Equipment).

**Town of Clifton Park
Buildings and Grounds**

9521-526

Quote Cover Sheet

DATE: May 17, 2021
DESCRIPTION: new signs meadow Estates
VENDOR #1: Balch Signs no thank you
VENDOR #2: Dave Signs \$8399
VENDOR #3: AJ Signs \$4265
DECISIONS: AJ Signs



Town of Clifton Park Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for supply and installation of two (2) new Meadow Estates entrance signs located on Clifton Park Center Rd., Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Sign #1: Located at the intersection of Heather Drive and Clifton Park Center Road

Remove and dispose of offsite, existing double sided, approximately 6-foot x 3-foot, Meadow Estates sign and posts

Construct new sign to match specification and artwork in attached plans

Install new double-sided sign in same location, oriented as existing.

Rough grade the area disturbed

Sign #2: Located at the intersection of Michelle Drive and Clifton Park Center Rd.

Remove and dispose of offsite existing single sided, approximately 4-foot x 2-foot, Meadow Estates sign and posts.

Construct new sign to match specification and artwork in attached plans

Install new single-sided sign in same location, oriented as existing.

Rough grade the area disturbed

Dispose of all waste properly

Contractor is responsible for getting underground utility loc

Contractor is responsible for getting any necessary, town r
town will pay any fees associated with said town permit.

SENT TO
5 COMPANIES
4/21/2021

The Town requires proof of Liability Insurance with One Million Dollars naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond.

Please contact Margy Kasky at mkasky@cliftonpark.org 518-371-6651 extension 251 for information or questions.

Quotes are due by Friday May 14, 2021 at 2:00pm

Dan Clemens

From: signs@balchsigns.com
ent: Wednesday, April 21, 2021 10:14 AM
fo: Dan Clemens
Subject: Re: quote please

Diane Balch, Balch Signs here. I am going to decline because we don't have the capability to weld aluminum, and we are swamped with work.

Thank you for asking.

On Apr 21, 2021, at 9:32 AM, Dan Clemens <DClemens@cliftonpark.org> wrote:

Please see attached Request For Proposal and Specification sheet.
Please advise if you would like to provide a quote.

Thanks, Dan

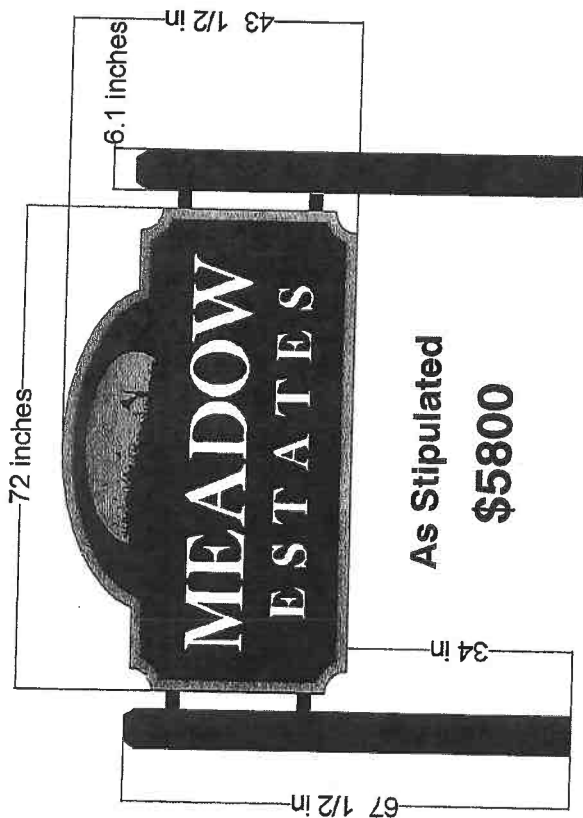
Daniel J. Clemens
Town of Clifton Park, NY
Director of Buildings, Parks and Recreation
Cell: 518-281-5065
Office: 518-371-6651 ext. 248
dclemens@cliftonpark.org

<Meadow Estates sign RFP.docx><meadow estates sign specs.jpg>

x

This is a quote and can change if sign design or specs change.

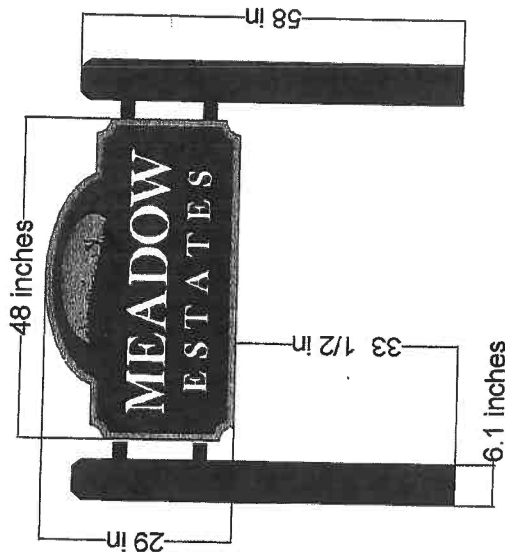
Double sided 72"x43.5" made from 2 layers of 1" sign foam with meadow estates v carved into the surface. There will be a 1" welded aluminum framework. Top accent piece is applied in 1/2" pvc with a laminated print applied. Sign to be painted in grip gard sign paint, tan border is painted green stripe is applied in vinyl. Posts are 6x6 pressure treated chamfered top, stained brown. Posts embedded in concrete.



**As Stipulated
\$5800**

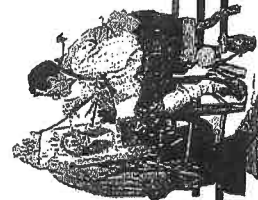
Double Sided

Single Sided 48"x29" made from 2 layers of 1" sign foam with meadow estates v carved into the surface. There will be a 1" welded aluminum framework. Top accent piece is applied in 1/2" pvc with a laminated print applied. Sign to be painted in grip gard sign paint, tan border is painted green stripe is applied in vinyl. Posts are 6x6 pressure treated chamfered top, stained brown. Posts embedded in concrete.



**As Stipulated
\$2599**

Single Sided



Sign removal and Installation \$950

50% Deposit Required



Balance Upon Completion



842 Saratoga Rd.
 Burnt Hills, NY 12027 US
 (518)399-9291

ADDRESS

Mrs. Margy Kasky
 Town of Clifton Park Building
 and Grounds
 One Town Hall Plaza,
 Clifton Park, NY 12065

Estimate 33867

DATE: 05-03-2021

P.O. NUMBER

meadow estates

ACTIVITY	QTY	COST	TOTAL
Commercial Sign new double sided sign 72"x43.5" made from 2 layers of 1" sign foam with meadow estates v carved into the surface, there will be a 1" aluminum framework, top accent piece is applied in 1/2" pvc with a laminated print, sign is painted in grip gard sign paint, tan border is painted, green stripe is applied in vinyl. Posts are 6x6 treated with a chamfered top, stained brown, posts embedded in concrete.	1	2,950.00	2,950.00
Commercial Sign new single sided sign 48"x29" made from 2 layers of 1" sign foam with meadow estates v carved into the surface, there will be a 1" aluminum framework, top accent piece is applied in 1/2" pvc with a laminated print, sign is painted in grip gard sign paint, tan border is painted, green stripe is applied in vinyl. Posts are 6x6 treated with a chamfered top, stained brown, posts embedded in concrete.	1	1,675.00	1,675.00
Commercial Sign if awarded job deduct design fee already charged permits not included	1	-360.00	-360.00

TOTAL \$4,265.00

All Quotes good for 10 Days. Electric to be brought to sign location by others. Estimate pending technical site survey where applicable. Assumes normal digging conditions. AJ Signs must have full access to site with their equipment unless specified otherwise. All overdue accounts will be subject to finance charges in the amount of 1.5% per month.

Resolution No. _____ of 2021, a resolution authorizing the repair and replacement of hot water heaters at Prestige Services Arena.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation requested bids for the repair of one hot water heater and the replacement of another hot water heater within the arena, and

WHEREAS Mazone Plumbing & Heating, Inc., 39 Erie Blvd. Menands, NY has submitted the lowest responsive bids for (1) repair and (1) replacement of hot water heaters, at a total cost not to exceed \$19,754.00, and

WHEREAS, Mr. Clemens has recommended the equipment repaired and installed by Mazone Plumbing & Heating, Inc.; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks, and Recreation to engage Mazone Plumbing & Heating to maintain and repair the hot water heaters, for a total amount not to exceed \$19,754.00, from A-7112-200 (General Fund – Clifton Common – Equipment), and be it further

RESOLVED, that the Comptroller is authorized to transfer the full amount from Unreserved Fund Balance to the above-mentioned account.



Town of Clifton Park

Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department, seeks sealed bids from qualified entities for repair and replacement of hot water heaters located at The Clifton Park Arena 16 Clifton Common Blvd., Clifton Park NY 12065.

Scope of work is as follows but not limited to:

DHW-1: AO Smith Cyclone Xi Model# BTH 150A 100 SN: 1426M001187

- Disconnect and remove old controller
- Install new AO Smith combined controller Part # 100111039
- Repair the concentric vent to the correct pitch
- Start-up and check the operation of the water heater
- Place water heater back in service

DHW-2: AO Smith Cyclone Xi Model# BTH 150A 100

- Remove and replace hot water heater with equal or better unit
- Repair/replace concentric vent to proper pitch in compliance with code
- Start-up and check the operation of the water heater
- Place the new water heater in service

Contractor is responsible for any and all plumbing, gas piping and electrical work required.

Contractor is required to apply for any and all permits required, The Town will pay the fees for permits obtained from the Clifton Park Building Department.

Contractor is responsible for scheduling all required inspections.

Dispose of all waste properly.

A copy of the bid specs and photos can be picked up at the clerk's office, 1 Town Hall Plaza or by emailing Teresa Brobston: tbrobston@cliftonpark.org

Please use attached bid form.

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY 12065, by 2:00 PM on Tuesday May 18, 2021 at which time bids will be opened. Please identify your bid as "Arena Hot Water Heaters".

The Town requires proof of Liability Insurance with One Million Dollars naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond. This bid document is available at www.cliftonpark.org under the government tab. Select request for bid & proposals from drop down menu.

Please contact Dom Fraser at Domfraser@cliftonpark.org or call 518-469-0905 for an appointment to do a site visit.

For information contact Dan Clemens, Director of Buildings, Parks and Recreation at dclemens@cliftonpark.org 518-371-6651 ext. 248

Resolution No. _____ of 2021, a resolution authorizing the replacement of two boilers for the heating system at the Clifton Park Senior Community Center.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation requested sealed bids for the replacement of boilers within the Senior Community Center, and

WHEREAS P&J Mechanical Contractors, 9 Krey Blvd., Rensselaer has submitted the lowest bid for replacement of boilers, at a total cost not to exceed \$33,694.00, and

WHEREAS, Daniel Clemens has recommended the equipment be installed by P&J Mechanical Contractors; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks, and Recreation to engage P&J Mechanical Contractors for the replacement of two boilers, for a total amount not to exceed \$33,694.00, to be paid from A-1624-200 (General Fund – H. Kinns Community Center – Equipment) for installation at the Clifton Park Senior Community Center, and be it further

RESOLVED, that the Comptroller is authorized to transfer \$33,694.00 from the Town's Unappropriated Fund Balance to A-1624-200 to offset the cost of the acquisition and installation.



Town of Clifton Park

Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks sealed bids from qualified entities for the replacement of hot water boiler located at the Clifton Park Senior Community Center, 6 Clifton Common Court, Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Disconnect, remove, and dispose of one (1) old Patterson – Kelley hot water boiler
Install one (1) new Patterson – Kelley Mach Series CM300 High Efficiency
Condensing Hot Water Boiler or equivalent.

Modify supply and return piping to adapt to the new boiler

Modify the gas piping and flue pipe as needed

Reconnect the existing BMS and electrical wiring

Start up and system set up for all components

Contractor is responsible for permit (town will pay the fee) and scheduling of all inspections required.

Dispose of all waste properly

ALTERNATE #1

Provide a bid to replace both boilers

Please use attached bid form

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY 12065, by 2:00 PM on April 1, 2021 at which time bids will be opened. Please identify your bid as "Senior Center Boiler Replacement".

The Town requires proof of Liability Insurance with One Million Dollars naming the Town as an additional insured, as well as appropriate Workers Compensation Insurance and automobile insurance.

HOT WATER BOILER AT SENIOR CENTER BID 4/1/2021 @ 2 PM

COMPANY NAME	BID AMOUNT	ALTERNATE #1
Mazone Plumbing & Heating Inc.	\$ 27,702.	\$ 27,315.
F+J Mechanical	\$ 20,769	\$ 33,694 ✓
Family Dany Mechanical	\$ 28,500	\$ 57,000
Eckert Mechanical	\$ 23,480	\$ 44,846

Dan Clemens

From: Joe Mazon <jmazon@mazoneplumbing.com>
sent: Friday, April 2, 2021 5:30 AM
To: Dan Clemens
Subject: RE: boiler bid

Dan base bid is for one boiler \$27,702 add for the second boiler 27,315 total for two \$55,017

From: Dan Clemens [mailto:DClemens@cliftonpark.org]
Sent: Thursday, April 1, 2021 2:25 PM
To: Joe Mazon <jmazon@mazoneplumbing.com>
Cc: Margy Kasky <mkasky@cliftonpark.org>
Subject: boiler bid

Joe,

I would like to clarify your bid please. You submitted \$27,702.00 with the alternate being \$27,315.00. Do I need to add them together for the replacement of both boilers or are you going to do both for \$27,315.00?

Thanks, Dan

Daniel J. Clemens
Town of Clifton Park, NY
Director of Buildings, Parks and Recreation
Cell: 518-281-5065
Office: 518-371-6651 ext. 248
dclemens@cliftonpark.org

Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

The Town of Clifton Park reserves the right to require a performance bond. This bid document is available at www.cliftonpark.org under the government tab. Select request for bid & proposals from drop down menu.

Please contact Margy Kasky at mkasky@cliftonpark.org 518-371-6651 extension 251 for an appointment to do a site visit.

For information contact Dan Clemens, Director of Buildings, Parks and Recreation at dclemens@cliftonpark.org 518-371-6651 ext. 248



Town of Clifton Park
Buildings & Grounds

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

BID FORM

Date: April 1, 2021

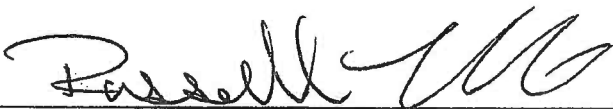
Company Name: Eckert Mechanical, LLC

Bid Name: Senior Center Boiler Replacement

Bid Amount: \$23,480.00

Alternate #1: \$44,846.00

Name/Title: Russell Lincoln, President

Signature: 



Town of Clifton Park Buildings & Grounds

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

BID FORM

Date: 4/1/2021

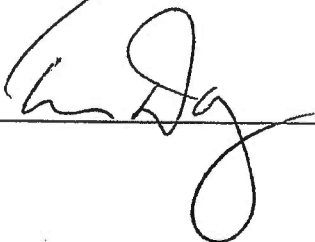
Company Name: Family Danz Mechanical

Bid Name: Senior Center Boiler Replacement

Bid Amount: Twenty eight thousand five hundred dollars \$28,500

Alternate #1: Fifty seven thousand dollars \$57,000

Name/Title: Timothy Danz President

Signature: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2021

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 Arthur J. Gallagher Risk Management Services, Inc. 30 Century Hill Drive Suite 200 Latham NY 12110	CONTACT NAME: Gillian Thompson PHONE (A/C, No, Ext): 518-869-3535 E-MAIL ADDRESS: gillian.thompson@aig.com		FAX (A/C, No): 518-869-3580
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Family Danz Mechanical, LLC 40 Pleasant Street Albany, NY 12207	FAMIDAN-04		INSURER A: Wesco Insurance Company 25011
			INSURER B: Technology Insurance Company, Inc 42376
			INSURER C: ShelterPoint Life Insurance Company 81434
			INSURER D:
			INSURER E:
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 842404688

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	TPP1307673-00	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	WPP1885455-00	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	WUM1891870-00	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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 N	N/A	TWC3943869	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	NYS Disability Equipment Equipment Installation Floater			D577669 TPP1307673-00	2/1/2021 2/1/2021	2/1/2022 2/1/2022	Statutory Leased/Rented Inst. Floater \$85,000 \$400,000

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

Bid - Senior Center Boiler Replacement

Certificate Holder is Additional Insured as required by written contract. Waiver of Subrogation applies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Clifton Park
1 Town Hall Plaza
Clifton Park NY 12065

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



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)
4/1/2021

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED(S) Family Danz Mechanical, LLC	
POLICY NUMBER TPP1307673-00	EFFECTIVE DATE 2/1/2021	CARRIER Wesco Insurance Company	NAIC CODE 25011

ADDENDUM INFORMATION CERTIFICATE NUMBER: 842404688 REVISION NUMBER:

A. Insurer

- Admitted / authorized
 Excess line or free trade zone

B. General Liability (GL) policy form

- ISO / ISO modified
 Other

C. Specific operations excluded or restricted (GL policy)

- Location: _____
 Type of construction: _____
 Building height: _____
 Classifications [see attached declarations / endorsement]
 Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- CG 20 10 CG 20 26 CG 20 32 CG 20 33 CG 20 37 CG 20 38
 Other: #: CG2001 Title: Primary and Non-Contributory - Other Insurance Condition

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- Yes No and no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- Yes No and no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- Yes and no other option is available with this insurer No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- Yes and no other option is available with this insurer No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- Yes and no other option is available with this insurer No changes made

ADDENDUM INFORMATION (continued)

AGENCY CUSTOMER ID: FAMIDAN-04

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

Yes and no other option is available with this insurer No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

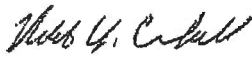
Yes and no other option is available with this insurer No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

Yes and no other option is available with this insurer No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

Yes, by specific policy provision Yes, by endorsement No and no other option is available with this insurer



AUTHORIZED REPRESENTATIVE SIGNATURE

4/1/2021

DATE (MM/DD/YYYY)



Town of Clifton Park
Buildings & Grounds

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

BID FORM

Date: MARCH 23, 2021

Company Name: POSTLER & JAECKLE CORP.

Bid Name: SENIOR CENTER BOILER REPLACEMENT

Bid Amount: \$20,769.00

Alternate #1: \$33,694.00

Name/Title: Bart Callahan - Service Manager

Signature: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2020

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 Brown & Brown of New York, Inc. 45 East Avenue Rochester NY 14604		CONTACT NAME: Amber Porpora SBCS PHONE (A/C, No, Ext): (585) 232-4424 FAX (A/C, No): E-MAIL ADDRESS: Amber.Porpora@bbrochester.com	
INSURED Postler & Jaeckle Corp 615 South Avenue Rochester NY 14620		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: ACE American Insurance Company 22667 INSURER C: American Zurich Insurance Company 40142 INSURER D: Zurich American Insurance Company of Illinois 27855 INSURER E: INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 20-21 MASTER **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 Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GLO0381488	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BAP0381489	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			N10998906004	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	N/A	WC0381487	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			AEC 5661886-02	07/01/2020	07/01/2021	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Clifton Park is included as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Town of Clifton Park One Town Hall Plaza Clifton Park NY 12065	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Postler & Jaeckle Corp 615 South Avenue Rochester, NY 14620 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (585)546-7450 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0874552
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of entity listed in box "1a": WC0381487 3c. Policy effective period: 7/1/2020-7/1/2021 3d. The Proprietor, Partners or Executive Officers are: <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Laura Drager
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  March 23, 2021

Title: Commercial Lines Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (585) 232-4424

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2(9-07)

www.wcb.state.ny.us

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2

(9/07)

Reverse

Town of Clifton Park
Buildings & Grounds

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



BID FORM

Date: 4/1/21

Company Name: Mazone P&H

Bid Name: Boiler Replacement Senior Center

Bid Amount: \$ 27,702⁰⁰

Alternate #1: \$ 27,315⁰⁰

Name/Title: Joey Mazone VP

Signature: Joey Mazone



MAZOPLU-01

TKEENAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2021

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 Rose & Kiernan, Inc. 99 Troy Road East Greenbush, NY 12061	CONTACT NAME:	
	PHONE (A/C, No, Ext): (518) 244-4245	FAX (A/C, No): (518) 244-4262
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Harleysville Insurance Company of NY	10674
INSURED Mazone Plumbing & Heating, Inc. 93 Elsmere Avenue Delmar, NY 12054	INSURER B: Harleysville Worcester Ins Co	26182
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MPA00000014699G	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 00000014876G	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CMB00000015115G	9/1/2020	10/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations usual and incidental to the business of the Named Insured

CERTIFICATE HOLDER

CANCELLATION

Town of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

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



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Mazone Plumbing & Heating, Inc. 93 Elsmere Avenue Delmar, NY 12054</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p style="text-align: center;">(518) 434-2377</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p style="text-align: center;">14-1567463</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p> Town of Clifton Park 1 Town Hall Plaza Clifton Park, NY 12065</p>	<p>3a. Name of Insurance Carrier New York State Insurance Fund</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p style="text-align: center;">Z13319314</p> <p>3c. Policy effective period</p> <p style="text-align: center;">4/1/2020 to 4/1/2021</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy**). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Tina Keenan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: *Tina Keenan* 3/3/2021
(Signature) (Date)

Title: Account Executive

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Resolution No. _____ of 2021, a resolution hiring Seasonal Employees to staff the Town Pools and Summer Camps for the 2021 seasons.

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

WHEREAS, the Town Board wishes to hire staff members for operation of the Town's Summer Day Camp Programs and Town-operated pools, and

WHEREAS, Supervisor Barrett has recommended individuals listed in the attached Schedule A be hired to staff the Town Pools as indicated, and

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

RESOLVED, that Grace LaFleche, 9 Locust Lane, Clifton Park, and Lauren Sposili, 48 Jamison Drive, Clifton Park be promoted to Head Lifeguards, and be it further

RESOLVED, that the individuals listed in the attached Schedule A be hired as staff for the Town's 2021 Day Camp Programs and Town Pools, as noted on the schedule through the end of the respective 2021 camp and pool seasons; and be it further

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

SCHEDULE A

First	Last	Street	Town	Location	Title	2021 Step	Rate	Comments
LaFleche	Grace	9 Locust Lane	Clifton Park, NY 12065	Locust Lane	Head Lifeguard	3	\$ 13.45	
Sposili	Lauren	48 Jamison Drive	Clifton Park, NY 12065	Locust Lane	Head Lifeguard	5	\$ 13.95	
Brian	Miller	31 Park Plaza	Halfmoon, NY 12065	TBD	Lifeguard	1	\$ 12.50	
Delanna	Alford	2705 New Scotland Rd	Voorheesville, NY 12186	TBD	Lifeguard	1	\$ 12.50	
Ella	Van Heusen	8 Morningdale Court	Ballston Lake, NY 12019	TBD	Lifeguard	1	\$ 12.50	
Catherine	Wang	21 Stablegate Dr	Clifton Park, NY 12065	TBD	Lifeguard	1	\$ 12.50	
Sean	Michalek	42 Jamison Dr	Clifton Park, NY 12065	TBD	Lifeguard	1	\$ 12.50	
Riley	Simmons	31 Outlook Dr. So.	Mechanicville, NY 12118	TBD	Lifeguard	1	\$ 12.50	
Sophia	McCoy	8 Robin Hill Rd	Mechanicville, NY 12118	TBD	Lifeguard	1	\$ 12.50	
Conor	Ozimek	10 Tracey Court	Clifton Park, NY 12065	TBD	Lifeguard	1	\$ 12.50	
Ethan	Rogowski	4 Brigantine Drive	Waterford, NY 12188	TBD	Lifeguard	1	\$ 12.50	
Carlie	Pazderski	42 Oregon Trail	Waterford, NY 12188	TBD	Lifeguard	1	\$ 12.50	
Taylor	Pazderski	42 Oregon Trail	Waterford, NY 12188	TBD	Lifeguard	1	\$ 12.50	
Amanda	Tsakaloyannis	24 Fairview Ln.	Mechanicville, NY 12118	TBD	Lifeguard	1	\$ 12.50	
Rhys	Foulke	24 Fairhill Rd.	Clifton Park, NY 12065	TBD	Lifeguard	1	\$ 12.50	
James	Altenburger	16 Muirfield Lane	Clifton Park, NY 12065	All 3 Pools	Lifeguard Instructor	1	\$ 21.75	Start 6/1/21
Cayden	Ranze	2 Fairleigh Way	Ballston Lake, NY 12019	Full Day	Counselor	1	\$ 12.25	
Maxwell	Sheehan	4 Reed Lane	Clifton Park, NY 12065	Full Day	Counselor	1	\$ 12.25	
Nicholas	Alexander	4 Bilboa Road	Clifton Park, NY 12065	Full Day	Counselor	1	\$ 12.25	
Jon	O'Berry	4 Generals Way	Clifton Park, NY 12065	Full Day	Counselor	1	\$ 12.25	
Danai	Cirigliano	15 Winkell Way	Ballston Lake, NY 12019	Jonesville	Counselor	1	\$ 12.25	
Alex	Tilly	9 Hendrick Hudson Way	Clifton Park, NY 12065	Jonesville	Counselor	1	\$ 12.25	
Joseph	Lemery	18 Settlers Lane	Ballston Lake, NY 12019	Jonesville	Counselor	1	\$ 12.25	
Connor	Lacey	8 Highland Oaks	Clifton Park, NY 12065	Jonesville	Counselor	1	\$ 12.25	
Ryan	Connors	14 Carpenter Way	Clifton Park, NY 12065	Jonesville	Counselor	1	\$ 12.25	
Joanna	Gartland	2 West Lawn Court	Halfmoon, NY 12065	Locust Lane	Counselor	1	\$ 12.25	
Michael	MacElrath	1 Sundial Place	Clifton Park, NY 12065	Locust Lane	Counselor	1	\$ 12.25	
Brianna	Bass	4 Exvalbur Court	Rexford, NY 12148	Locust Lane	Counselor	1	\$ 12.25	
Maria	Savallo	2 Bevswood Oaks	Clifton Park, NY 12065	Locust Lane	Art Specialist	3	\$340/wk	
Michael	Hamilton	9 Juniper Dr	Clifton Park, NY 12065	Full Day	Counselor	4	\$ 12.75	
James	Carroll	14 Alexandria Court	Mechanicville, NY 12118	Jonesville	Counselor	1	\$ 12.25	
Samantha	Cavagnolo	55 Outlook Drive	Mechanicville, NY 12118	Full Day	Counselor	1	\$ 12.25	
Charlotte	Miller	8 Bonneau Rd	Clifton Park, NY 12065	Full Day	Counselor	1	\$ 12.25	
Ashlie	Zhang	1 Mapleline Rd	Ballston Lake, NY 12019	Full Day	Counselor	1	\$ 12.25	

Resolution No. _____ of 2021, a resolution authorizing SingleCut Beersmiths Brewery to use Town roadways for their charity road race 5k, on October 23, 2021.

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

WHEREAS, SingleCut Beersmiths Brewery has requested the use of the Town of Clifton Park roadways as specified in the attachment hereto, for the purpose of holding a 5k charity road race on Saturday, October 23, 2021 from 10:00 AM until the last participant completes the course, and

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

RESOLVED, that the Town Board hereby authorizes SingleCut Beersmiths Brewery to use Town roadways as specified in the attachment hereto, October 23, 2021, at 10:00 AM, for the purpose of holding a 5k charity road race to benefit Helping Hands School, and be it further

RESOLVED, that this approval is expressly conditioned upon receipt prior to September 23, 2021, in the Office of the Highway Superintendent of an insurance certificate in the amount of \$1,000,000 naming the Town of Clifton Park as an additional insured; and be it further

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

Tiburon Endurance Sports, Inc.

110 West Front Street
Media, Pa. 19063

Email: carlewald@gmail.com

Telephone: (484)716-8331

Fax: (610)565-7682

May 7, 2021

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

Re: Running Race at SingleCut Brewery

Dear Superintendent Bull,

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

This year our registration numbers will be dictated in part by how the pandemic response continues. We hope conditions will continue to improve and the race will bring in 1,000 runners. As you know, we have moved the date to the fall to ensure enough time for runners to be vaccinated. Our planned date is Saturday, October 23, 2021.

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

As we get closer to race week, we will post signs in the neighborhoods along the route to advise of the coming race. I will also provide a certificate of insurance naming the Town as a named insured under the race policy.

We will work with the Town to institute a covid safety plan based on the guidance that exists in October. As you know, last year we were one of the first organizations to recognize the need to postpone our Spring race and then ultimately had to cancel our Fall date. We are committed, as always, to safety as our number one priority.

The two events that we did host last year had perfect safety records. We used additional safety protocols including staggered starts, mask mandates, contactless pickup, sanitizer stations, and distancing requirements. Unfortunately, we also had to cancel all of the music and social elements of the events in 2020.

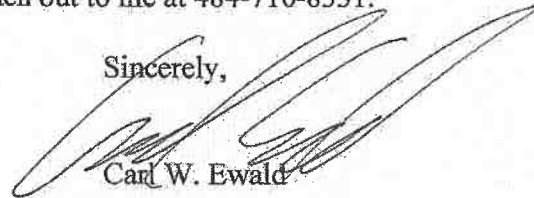
We are hopeful that many of those precautions will no longer be necessary. 100% of our staff is now fully vaccinated. Hopefully by October an high percentage of the public will be as well.

That being said, we know all to well that it is very hard to predict where we will be in five months' time. We will follow the guidance of the State and County health departments and institute the best practices at the time of race day. (Up to and including another postponement if the situation were to significantly deteriorate.) That being said, we are very optimistic that the light at the end of this tunnel is bright.

We miss producing events and we cannot wait to host the SingleCut 5k again. Returning to Clifton Park for a real, in person event will be a joyous and moving occasion.

If you have any questions, please reach out to me at 484-716-8331.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carl W. Ewald', written over the printed name.

Carl W. Ewald

Resolution No. _____ of 2021, a resolution officially establishing the Tree Committee as a subcommittee of the G.R.E.E.N. Committee.

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

WHEREAS, Since 2007, the volunteer based Government Re-Thinking Energy & Environment Now (G.R.E.E.N.) Committee has been assisting and advising the Town Board on energy and environmental impacts and issues; and

WHEREAS, The Town through the G.R.E.E.N. Committee has been working towards official designation as a Tree City USA through the Arbor Day Foundation and National Association of State Foresters; and

WHEREAS, to achieve Tree City USA designation, the Town must meet four separate standards: and

WHEREAS, the Town has met the first standard with a regular, official observance of Arbor Day; and

WHEREAS, the next standard would involve the establishment of a volunteer tree committee which would involve residents in creating a wide awareness of the benefits of trees in the community, providing support for better tree care, while seeking out grant opportunities for the Town; and

WHEREAS, Official designation as a Tree City USA will provide numerous environmental, societal, and financial benefits to the Town; now, therefore be it

RESOLVED, that the Town Board officially establishes a volunteer Tree Committee as a sub-committee of the G.R.E.E.N. Committee, and be it further

RESOLVED, that the Town Tree Committee will be chaired by the Chairperson of the G.R.E.E.N. Committee with support from Town staff as necessary.