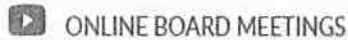


TOWN OF CLIFTON PARK TOWN BOARD MEETING

August 2, 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. – Wood Room, Town Hall**
- II. Pledge to Flag**
- III. Roll Call**
- IV. Approval of Town Board Minutes**
- V. Communications/Announcements**
- VI. Business**
 - **Resolutions for Consideration**
 - **Other Business**
- 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
August 2, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Supervisor	Authorize the Supervisor to sign an agreement with Verizon Wireless for the acquisition of Intelligent Lighting Service for the streetlight LED project	P. Barrett
2. Planning	Authorize the Town to file an electronic application for the Household Hazardous Waste State Assistance Program and sign a master grant contract for the Household Hazardous Waste Day on September 25, 2021	P. Barrett
3. Parks & Recreation	Authorize the Supervisor to sign a contract with Anthony Domicolo for Girls' Fall and Winter Basketball programs	P. Barrett
4. Highway	Authorize the hiring of John Perry and Jordan Gardner as Motor Equipment Operators in the Highway Department	D. Bull
5. Highway	Authorize neighbors on Garrison Lane to hold a block party on September 5, 2021 from 4:00pm to 8:00pm on a portion of Garrison Lane	P. Barrett

Resolution No. of 2021 a resolution authorizing the acquisition of Intelligent Lighting technology through Verizon wireless for the Streetlight LED project

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

WHEREAS, by Resolution 246 of 2018, the Town Board authorized an energy efficiency contract with Siemens Industry Inc. for the upgrade and installation of new LED streetlights, including smart city intelligent lighting controls, pending the acquisition of existing lights from National Grid and NYSEG, and

WHEREAS, pursuant to General Municipal Law §103(16) municipalities are authorized to purchase materials, equipment, supplies and services through publicly bid contracts of another political state or political subdivision thereof, and

WHEREAS, the State of Utah has entered into Master Agreement MA 152 with CELLCO dba Verizon Wireless through a competitively bid RFP process undertaken by NASPO/Value Point, a purchasing cooperative of the National Association of State Procurement Officers, and

WHEREAS, Seimens Industry Inc. recommends Verizon’s Intelligent Lighting Service, a hosted solution designed to provide outdoor LED lighting with energy and maintenance savings as a turnkey web-enabled node and connectivity system for IT management of the lighting system to be installed following the acquisition of the existing lights from the utilities, and

WHEREAS, the NYS chief procurement officer has approved the Town’s participation in MA-152 through a statement of work offered to the Town by Verizon wireless, and

WHEREAS, the initial up front cost of acquisition and set up charges are covered in the initial Siemens Contract, to be reimbursed by Siemens as a component of the energy efficiency contract authorized by resolution 246 of 2018, now therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached statement of work for Intelligent Lighting Services through Verizon Wireless at a cost not to exceed \$6260.20, and be it further

RESOLVED, that the Comptroller is authorized to pay Verizon Wireless up to \$6,260.20 in the first instance, pending reimbursement of same by Siemens Inc., and to pay invoices for monthly recurring charges of up to \$260.40 for connectivity and portal services from SL-5182-5 (Lighting District – Lighting District – Utilities).



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**

Participating Entity:

1. Scope: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state's statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement, and to the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at <https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/> (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	Doug.Robertson@vzw.com

Participating Entity

Contact Name:	
Address:	
City, State, Zip:	



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Telephone:	
Email:	

6. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity:	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature:	Signature:
Printed Name:	Printed Name: Todd Loccisano
Title:	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

Contractor - email a fully executed PDF copy of this document to:



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

PA@naspovaluepoint.org

*To support documentation of participation and posting
in appropriate databases*

Attachment 1

Statement of Work

Intelligent Lighting Service

This Statement of Work (“SOW”) is issued pursuant to the NASPO Participating Addendum by and between Cellco Partnership D/B/A Verizon Wireless (“Verizon” or “Verizon Wireless”) and the Town of Clifton Park (“Customer”) dated as of XX/XX/XXXX (the “NASPO PA”) and sets forth the Services that Verizon Wireless will provide to Customer. All capitalized but undefined terms used herein shall have the meanings provided in the NASPO PA or Agreement, as applicable.

1) Description

Verizon’s Intelligent Lighting Service (“IL Service”) is a hosted solution designed to provide outdoor LED lighting energy and maintenance savings, for use by facility managers and directors of public works, to better manage street lighting, campus lighting, lighting of parking lots and outdoor lighting in general. Services are delivered through managed deployment of Equipment used for luminaire control and monitoring and a web-based Portal through which Customer can manage naming and grouping of luminaires, create and apply lighting schedules to groups of luminaires, and generate granular and summary reports of lighting metrics. The web-based Portal provides Customer with password-restricted access to lighting metrics such as energy consumption and access to this same information for historical periods and luminaires/groups of interest. During the life of the contract, service data are available for a historical period of 3 years in the web-based portal. Data are thereafter archived and retained for an additional 3 years. Upon contract termination, service data is no longer be available to the customer.

2) Scope

a) Equipment

This IL Service controls and monitors LED luminaires by utilizing the Equipment listed in Schedule #2 and purchased by the Customer.

b) Deployment Locations

Customer is responsible for the installation of the Equipment to control and monitor Customer-owned LED luminaires, which consist of the luminaires summarized in Table 1 (“Locations”) below as further illustrated on the maps attached as Schedule #1.

Table 1 - List of Lighting Areas

#	Location	Lighting Control Node Type	Quantity
1	Town of Clifton Park NY	277V LTE	620

3) Project Delivery

The implementation portion of the project will be conducted in three primary phases: a) Preconstruction, b) Construction and Installation, and c) Commissioning/Turnover.

a) Preconstruction Phase

Verizon will provide the following Services to complete the preconstruction phase of the project.

i) Geo-Fence Setup and GIS Import

Verizon will facilitate a work session with Customer to understand and document the boundaries of the installation site and gather Customer provided GIS data file. Based upon the information gathered, Verizon will complete the following:

- Configure the NetSense platform with Customer-provided information and the geographical boundaries of Customer’s installation site.

If GIS data is provided in a supported format, (e.g. CSV and other mutually agreed upon formats) Verizon will import the GIS data into NetSense importing Customer-provided data (e.g., Pole IDs, Luminaire models and GPS coordinates) if available.

b) Construction and Installation Phase

Verizon will provide the following Services to complete the construction/installation phase of the project:

- Verizon will pre-configure the Light Sense nodes so that they will self-register with NetSense platform when powered on within the geo-fence established in accordance with the process described in Section 3(a)(i) above.
- Verizon will procure and ship the Equipment.
- Verizon will provide one installer training session for the Customer's installation crew remotely (not to exceed 3 hours) via web conference (e.g., WebEx) at a mutually agreed-upon time. If the Customer desires Verizon to provide additional installation training Services, Customer may purchase such additional training Services by placing a separate order for such Services.
- Provide remote deployment support as needed.
- Customer will install the Equipment.

c) Commissioning/Turnover Phase

Verizon will provide the following Services to complete the commissioning phase of the project.

i) Cloud Infrastructure

- Verizon will create and provision the required NetSense® Platform resources to support the Equipment.
- Verizon will create and provision the Customer instance of the Portal.

ii) Accounts

Verizon will issue to Customer User Identification credentials ("User IDs") to access and use the IL Service via the Portal.

iii) Portal Configuration

- Verizon will configure the Portal to set up the Customer Administration role designated by Customer ("Customer Administrator"). The Customer Administrator will be responsible for adding additional User(s) and associated role credentials.
- Verizon will configure Customer sites used by the Portal.

iv) IL Service Training

Verizon will provide one User training session about the IL Service and the Portal remotely (not to exceed 3 hours) via web conference (e.g., WebEx) at a mutually agreed time. If the Customer desires Verizon to provide additional training Services about the IL Service and/or the Portal, Customer may purchase such additional training Services by placing a separate order for such Services.

v) Turnover to Operations

- Verizon will transition support for monitoring and management of the IL Service to Verizon operations teams.
- Verizon will convey a turnover package to Customer which will include portal access information.

vi) Customer Acceptance

As the Customer activates the Light Sense nodes and they register with NetSense, the Light Sense nodes will be considered In-Service. The date of node activation will become the In-Service Date. Customer will have five (5) business days after the In-Service Date to test the Equipment and the IL Service (the "Test Period"). Customer may indicate its approval of the IL Service and the Equipment by its signature on the Verizon-provided acceptance document or other mutually agreed-upon means ("Customer Acceptance"), which shall not be unreasonably withheld, condition or delay. If applicable, Customer will provide a description of any issues with the Equipment and/or the IL Service in writing to Verizon within the Test Period. Upon receipt of such issues list, Verizon will have ten (10) business days to respond and provide a remediation plan for any issues, as required. Customer's use of the Equipment and/or IL Service following the Test Period for any other purpose than testing will be deemed to constitute Customer Acceptance. Additionally, Customer

Acceptance will be deemed to have occurred if the Test Period passes without notification of issue or acceptance by Customer. The activation date for the IL Service occurs upon Customer Acceptance.

d) Verizon Responsibilities during Project Delivery

Verizon will appoint a lead project manager with the following responsibilities:

- Serve as Verizon primary point of contact (POC) for the Customer during the delivery of the project
- Coordinate with Customer SPOC (as defined in 3 (g) below) to schedule a project kick-off meeting
- Facilitate the project kick-off meeting, outlining the implementation timeline and milestones
- Coordinate and lead regular project status calls during implementation
- Ensure all NetSense® Platform and Lighting Portal configuration tasks are completed.
- Ensure Geo-Fence is defined prior to Light Sense node shipment (based on and subject to Customer-provided information).
- If provided by Customer in a Verizon-supported format, import GIS data into NetSense
- Provide reasonable amount of Deployment support for node troubleshooting

e) Project Kick-Off

The Verizon POC will schedule and facilitate a project kick-off meeting. Verizon and Customer will collaborate to determine required stakeholders and other attendees, agenda, and meeting location (whether on site or virtual). At a minimum, the following items will be discussed:

- In preparation for the physical install:
 - Review the Locations where Equipment will be installed;
 - Review status of power at each pole or location where Equipment will be installed. Is power on 24/7 at each location?
- In order to execute a smooth project:
 - Review Customer, Verizon and other stakeholder contact information, roles and responsibilities
 - Schedule dates for regular progress meetings

f) Project Plan and Schedule

The Verizon POC will produce a project plan and schedule specifying resources, dates, times, and locations for the Project tasks (the “Project Plan”) for Customer’s review. Major milestones that will be part of the project plan are captured in the table below.

#	Milestone	Deliverables
1	Initially configure Portal	Customer User accounts created. Portal ready for project-specific customization.
2	Geo-Fence and GIS Data Import	NetSense configured with geo-fence and Customer-provided GIS Data imported
3	Pre-Register Shipped Light Sense nodes	Ship Light Sense nodes pre-registered with geo-fence data
4	Conduct remote online Installer Training	Provide Installation Guide and 3-hour web conference training session
5	Customer to (or Verizon to optionally) configure the Portal for Customer’s lighting information	Custom-configured Portal
6	Conduct a remote online training of the Portal for Customer	User Guide and 3-hour web conference session
7	Turnover to Operations (TTO)	Project transitioned to Verizon operations, service & support teams

g) Customer Responsibilities during Project Delivery

- Customer shall appoint a single point of contact (“SPOC”) as the program manager to coordinate the project activities with Verizon to facilitate timely data flow and exchange of information, clarify requirements as necessary and enable implementation of the project within the agreed time frame. The Customer SPOC will be responsible and authorized to make all decisions and give all approvals which

Verizon may need from Customer and to make appropriate personnel available to work with Verizon as Verizon may reasonably request.

- At or before the kick-off meeting, Customer shall provide a list of contact personnel with “after hours” emergency contact numbers and on-site authorization documentation (where applicable).
- Customer shall provide geo-fence boundaries
- Customer will provide GIS data file if Customer wishes to have the information therein imported into NetSense.
- Customer shall install all Equipment
- As applicable, Customer shall obtain all necessary permits.
- Customer shall appoint a point of contact to clarify how the Portal is to be initially configured.
- Customer will make its personnel available to support implementation and complete planned tasks on a timely basis and per the communicated timeframes. Failure to provide this timely support could delay IL Service delivery. Unless otherwise agreed by Verizon in a change order, any delay by Customer will not extend the SOW Term, which is specified in Section 8 below.
- Customer shall provide 24x7 power to each pole or location where Equipment will be installed. During installation, to facilitate safe installation, Customer will assist with interruption of power. Inaccuracies of electrical circuits and existing damage to circuits are the responsibility of Customer. Any damage caused by Verizon is the responsibility of Verizon.
- As applicable, Customer will authorize Verizon, at Customer’s expense, to make service requests upon third parties for Equipment interconnection requirements, including obtaining telecommunication services for testing where necessary.

h) Assumptions and Additional Terms during Project Delivery

The Professional Services provided by Verizon in this SOW consist of the management, installer training, deployment support of the Light Sense nodes and IL Service and User training.

Professional Services will be performed between the hours of 8am to 5pm (local time where Professional Services are performed) Monday through Friday, excluding public and generally observed and Verizon-recognized holidays where the Professional Services are performed.

Any delivery dates provided by Verizon in this SOW (including any project plan issued hereunder) are estimates and are for planning purposes only.

If during the performance of the Services, Verizon encounters any concealed or unknown condition not expressly set forth herein, and such condition affects the price or schedule for Services, the price and/or the schedule will be equitably adjusted by a Change Order to cover all costs, including but not limited to labor, Equipment, materials and tools necessary to carry out the change.

4) Post-Turnover Operation

a) Network Connectivity

Verizon is responsible for providing network connectivity for all Verizon-provided Lighting Control Equipment (Light Sense node Equipment capable of connectivity utilizing Verizon’s 4G LTE network infrastructure).

b) Monitoring

During the Term, Verizon will monitor the IL Service and the Equipment. Verizon will notify Customer of any problems and work to remediate issues in accordance with the support terms set forth in the Intelligent IL Service, Support and Maintenance Attachment.

c) Customer Support

During the Term of this SOW, Verizon shall provide Customer Support as described in the Support and Maintenance Attachment attached to the IL Service Attachment. Please refer to Support and Maintenance Attachment for all of the terms associated with this Customer Support.

d) Field Service

After the In-Service Date for applicable Equipment, Customer is responsible to install any Equipment being replaced during the Term, including, but not limited to, any Equipment being replaced under Warranty. Verizon is not responsible for installing any replacement Equipment.

e) Cloud Services

During the Term (as specified in Section 8 below), via the web-based Portal, Verizon will provide access to:

- A map-based view enabling the visualization of the geo-location and status of all luminaires and Equipment
- Ability to logically organize luminaires in lighting groups
- Ability to create lighting profiles, including schedules, and apply to individual luminaires and groups
- Ability to view luminaire and Equipment data in near real-time and historically
- Ability to turn-on/off or dim (override the schedule) individual luminaires and groups in near real-time

f) Customer Operational Responsibilities

- Customer shall maintain 24x7 power to each pole or location where Equipment is installed.
- Customer shall respond to any power outages according to normal procedures and service levels and inform Verizon promptly of any problems or failures.
- Customer is responsible for Internet access in order to access Portal to use the IL Service.
- Customer shall provide reasonable access to appropriate personnel and resources during the Term for issue triaging and issue resolution including possibly on-site debug
- Throughout the Term, Customer will provide Verizon full and free access to the Equipment remotely and at the Locations at such reasonable times as may be required by Verizon.
- Customer is responsible for field service related to Customer Equipment.

g) Customer IT Requirements

In order to utilize the IL Service, Customer is responsible for providing Users with personal computers with Internet access, a web browser, and standard productivity tools such as MS Word, Adobe Acrobat and MS Excel.

h) Accounts

Customer is solely responsible for tracking Customer User IDs to specific authorized Users and for ensuring the security and confidentiality of all User IDs. Customer acknowledges that it is fully responsible for all liability incurred through the use of any User IDs. Customer will immediately notify Verizon of any unauthorized use of any User IDs or any other breach of security known to it. Use of any User IDs other than as provided in this SOW will be considered a breach of the Agreement by Customer.

5) General Assumptions and Additional Terms

a) Customer represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Services provided in the manner as agreed upon in this SOW; (b) it has obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide the Services in the manner as agreed in this SOW; and (c) it will use the Services for lawful purposes only. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of the foregoing representation and warranty.

b) The Services are based on Verizon's understanding of Customer's requirements as documented in this SOW. Should the scope change, Verizon will continue work only after mutual execution of a change order as an amendment to the SOW in accordance with the terms of the IL Service Attachment.

c) Customer shall be responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect, or if information is discovered during the course of the performance of Services that could not be reasonably anticipated by Verizon, any additional work required will be treated as a change to the scope of the Services or the Equipment. Such changes are subject to the Change Order procedure set forth below, to cover all costs, including but not limited to labor, Equipment, materials and tools necessary to carry out the change.

d) Customer is responsible for the implementation of any changes to applications or devices managed by Customer or Customer's service providers. Customer is solely responsible for the management of Customer's applications and devices, including Internet access from Customer's locations to the Portal. Customer's environment for accessing the Portal or using the reports must be based on industry standard productivity tools such as web browsers (Chrome preferred) and document processors (e.g., MS-Word, Adobe Acrobat reader, MS-Excel).

- e) Verizon will not provide any customization to the IL Service.
- f) Verizon will provide Services remotely, except for the installation Services described in this SOW. Support will be provided by Verizon in accordance with the support terms set forth in the IL Service Attachment.

6) Pricing and Payment Terms

Fees for the Equipment and the IL Service described in this SOW are provided in Exhibit 2 attached to this SOW. Upon Verizon’s completion of the initial implementation of the IL Service, as described in Section 3 above, Customer will be invoiced for all one-time Services (e.g., Professional Services). For any Equipment sold, including associated shipping expenses, Verizon shall invoice Customer upon the shipment of the Equipment (Equipment is provided on an Ex-Works (Incoterms, 2010) basis). For each of the ongoing Services hereunder (e.g., IL Service), Verizon shall invoice the Customer monthly in advance, beginning on the In-Service Date and continuing throughout the Term. Customer shall pay Verizon each invoice in accordance with the payment terms set forth in the Agreement.

Custom Intelligent Lighting Share Plan			
This plan is NOT eligible for monthly access fee discounts.			
Monthly Recurring Fee*	Non-Recurring Fee (One-Time Charge)**	Data Allowance (per Unit)	Overage Rate
\$0.42	\$3,160.20	Unlimited†	N/A
<p>Notes: Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Current data coverage details and additional plan information can be found at www.verizonwireless.com. This plan is available for domestic use only; international roaming is not available. All lines on this plan must be on a separate account profile from Customer's other voice, data and M2M Lines. Billing system limitations may require lines to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials.</p> <p>†If 1 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.</p> <p>*The Monthly Recurring Fee includes cloud hosting, M2M transport, Intelligent Lighting monitoring, Portal access, license fees and support services (Telephone Support provided between 8:00AM and 6:00PM Pacific Time on Verizon Wireless regular business days). **The Non-Recurring Fee includes Equipment (listed in Schedule #2), shipping, 12 hours of training, 10-year Warranty Services and Professional Services. Activation of additional Equipment will result in changes to the Monthly Recurring Fee.</p>			

7) Expiry of Offer

This SOW was issued on April 28, 2021 (“SOW Offer Date”). Verizon reserves the right to cancel this SOW if it is not fully executed within ninety (90) days of the SOW Offer Date.

8) Term

Unless terminated in accordance with the terms of the IL Service Attachment, the SOW begins upon the execution by both parties of this SOW and continues for one (1) year after the In-Service Date (“Term”). For greater clarity, the IL Service is 1 year and commences on the In-Service Date.

9) Termination of Project

At the end of the Term, if Verizon and Customer do not mutually agree to extend the Term, Verizon will discontinue all Services (including the IL Service) and will disable data collection and as applicable, communications. Verizon shall not be responsible for removal of Equipment nor for the restoration of the Locations to original condition. The data generated by the IL Service and accessible via the Portal will not be available to Customer for access and/or viewing upon the expiration or termination of the IL Service.

10) Change Request and Change Orders

The Parties agree to discuss any changes to the Services requested by a Party. Verizon will, to the extent it deems feasible and reasonable, comply with any proposed changes in the Services under the SOW requested by Customer. All such changes (each, a “Change Order”) shall be documented. No Change Order will become effective, and no changes in the Services will be initiated, until the Change Order has been accepted by both Parties. If changes result

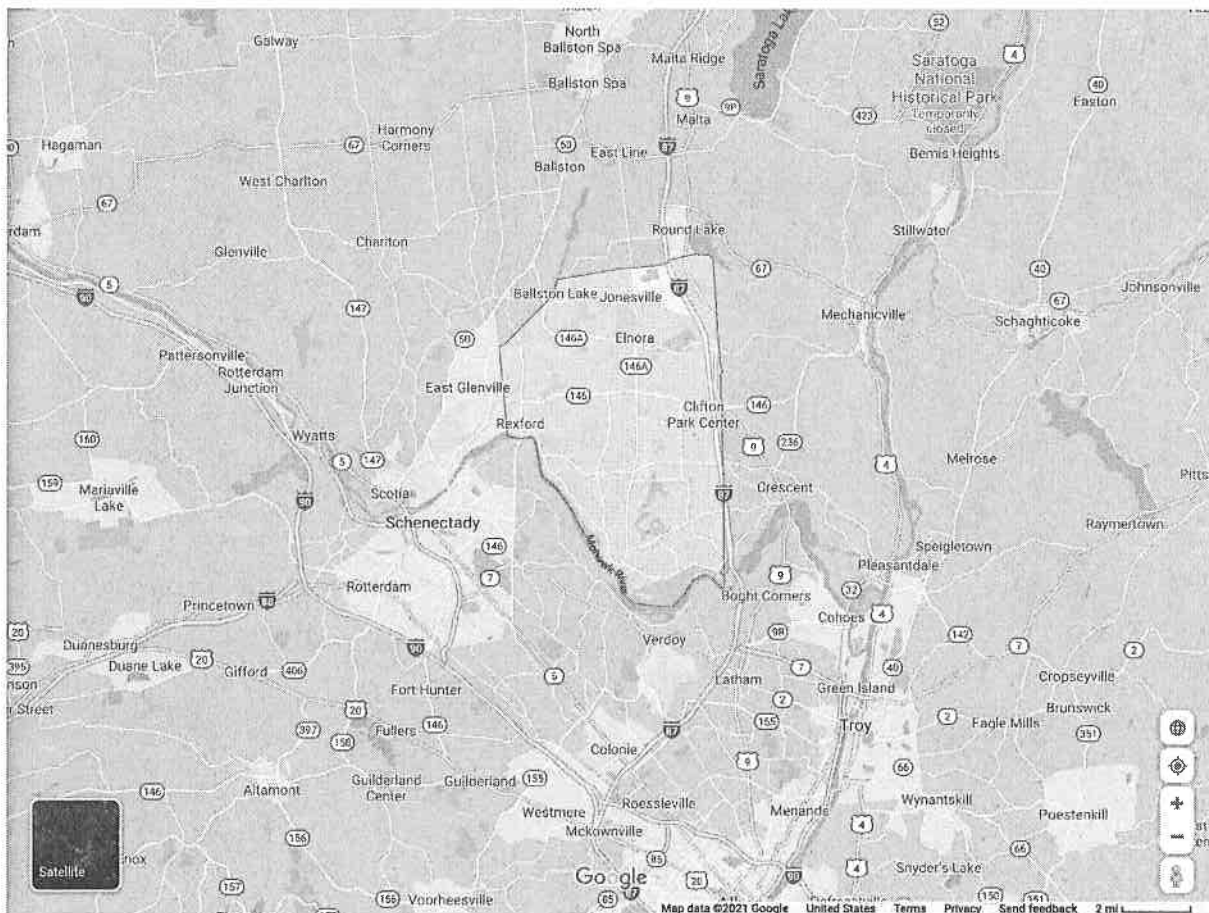
in an increase or decrease in price or time needed for performance, such adjustments will be reflected in a written Change Order. All changes to this SOW, including Change Orders, must be mutually agreed to in writing by Verizon and Customer and signed as an amendment to this SOW.

IN WITNESS WHEREOF, the Parties have entered into this Statement of Work as of the Effective Date.

SIGNATURES	
Town of Clifton Park	Cellco Partnership D/B/A Verizon Wireless
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

DRAFT

**Schedule #1
IL Service Locations**



Town of Clifton Park NY

Schedule #2 Bill of Materials and Pricing

Customer:	Siemens		
Project:	Clifton Park - SAS PS		SCM Last Update
Quote Title:	Siemens Clifton Park - SAS PS Budgetary		HWSAP Last Update
Quote Number:	IOT-0006576-		Template Version
Contract Length:	1		
Project Description:	Configure: 620 LSn nodes		

Non-Recurring Charges							
SKU	Description	Qty	Units	Unit Price	Extended Unit Price	Discounted Unit Price	Discounted Total
Total Non-Recurring Charges					\$ -		\$ -

Non-Recurring Services							
SKU	Description	Qty	Units	Unit Price	Extended Unit Price	Discounted Unit Price	Discounted Total
IL-VES-PS-IE	Intel Lighting - Implementation Eng	8	IL	\$ 144.00	\$ 1,152.00	\$ 144.00	\$ 1,152.00
IL-VES-PS-PM	Intel Lighting - Project Mgmt	4	IL	\$ 144.00	\$ 576.00	\$ 144.00	\$ 576.00
IL-VES-PS-PROV	Intel Lighting - Provisioning Support	620	IL	\$ 2.31	\$ 1,432.20	\$ 2.31	\$ 1,432.20
Total Non-Recurring Services					\$ 3,160.20		\$ 3,160.20

Custom Non-Recurring Fees							
SKU	Description	Qty	Units	Unit Price	Extended Unit Price	Discounted Unit Price	Discounted Total
S07-000012-N	IL service-LSn-1yr, one time	620	IL	\$ 6.00	\$ 3,720.00	\$ 5.00	\$ 3,100.00
Total Custom Non-Recurring Fees					\$ 3,720.00		\$ 3,100.00

Contract Summary				
Description	Quantity	Unit Price	Extended Unit Price	Discounted Total
Total Non-Recurring Charges			\$ -	\$ -
Total Non-Recurring Services			\$ 3,160.20	\$ 3,160.20
Total Contract Term Monthly Recurring Fees			\$ -	\$ -
Total Contract Term Annual Recurring Fees			\$ -	\$ -
Total Contract Term Custom Non-Recurring Fees			\$ 3,720.00	\$ 3,100.00
Grand Total			\$ 6,880.20	\$ 6,260.20

Assumptions

The enclosed pricing is non-binding and to be considered Rough Order of Magnitude (ROM) pricing. ROM pricing is based on a generic set of customer requirements for the material and services set forth in this proposal. As more detailed specifications and/or requirements are identified Verizon's pricing may change. Additional, site specific, incremental charges may apply as the result of the discovery process. Some components of this proposal are not yet generally available which may impact solution delivery and/or pricing for this proposal. (this would be added when applicable) ROM pricing does not include taxes or surcharges, if any.

All information contained in this proposal is valid for 60 days from 4/27/2021 6:56:42 AM.

620 LSn nodes
 24x7 Power Available
 LED Luminaries Present with Nema Socket
 Install Rate of 100 devices per day
 No permits required or Included
 Structural Analysis Excluded
 M/WBE requirements excluded
 Assumes Mounting on existing and available poles
 No traffic control required
 Electrical available at pole
 Holiday work days excluded

Excludes Service Upgrades
 Environmental analysis excluded
 Budgetary pricing may not include every light on each electrical circuit and would add to design considerations.

Resolution of 2021, a resolution authorizing the filing of an application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and signing of the Associated State Master Grant Contract, under all appropriate laws of New York State.

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

WHEREAS, by Resolution No. 183 of 2019, the Town Board awarded a contract to Clean Harbors Environmental Services, Inc., for collection and disposal of household hazardous waste during the collection days in 2019 and 2021, and

WHEREAS, the State of New York provides financial aid incentives for household hazardous waste programs; and,

WHEREAS, the Town of Clifton Park finds and determines it to be in the public interest and benefit to file an application under these laws for State Funding for the annual Household Hazardous Waste Collection Day for Saturday, September 25, 2021; and,

WHEREAS, the Town Board wishes to execute a Contract by and between the People of the State of New York (the State), and the Town for such available State incentives and financial assistance; now therefore be it

RESOLVED,

1. That the Planning/Stormwater Technician is authorized to file an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application.
2. That the Town Supervisor or his designee is directed and authorized as the official representative of the Town of Clifton Park to act in connection with the application, to sign the resulting contract if said application is approved by the State, and to provide such additional information as may be required.
3. That the Town of Clifton Park agrees to fund the entire cost of said household hazardous waste program, in the first instance, and will seek reimbursement by the State for share of such costs as indicated in the contract.
4. That two (2) certified copies of this Resolution be prepared and sent to New York State Department of Environmental Conservation together with a complete application.
5. That this resolution shall take effect immediately.

And be it further,

RESOLVED, that the Supervisor is authorized to sign the Household Hazardous Waste Collection Agreement with Clean Harbors for Household Hazardous Waste Day 2021, in an amount not to exceed \$36,000.00 to be paid from A-8989-150 (General Fund – Community Development – HHW Day).



HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 17th day of JULY, 2019 by and between TOWN OF CLIFTON PARK (hereinafter "Community"), and Clean Harbors Environmental Services, Inc., a Massachusetts corporation (hereinafter "Clean Harbors") for the collection, sorting, packaging, transportation, and/or disposal of Community's Household Hazardous Waste materials.

In consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, Community and Clean Harbors hereby agree as follows:

1. At a date and time to be specified in writing at least two weeks in advance by the Community, Clean Harbors shall have present at the following location

22 RAY ROAD
CLIFTON PARK, N.Y. 12065

(the "Site") an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of Household Hazardous Wastes ("HHW") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said HHW for disposal in a manner which conforms to state and federal laws and regulations.

2. The Community shall provide at least one ~~police officer~~ ^{Community Emergency Response Team} to maintain order as well as an authorized representative ("Community Coordinator") at the Site to carry out Community's responsibilities during the event and to authorize changes to the services. The Community Coordinator must be present at all times during the event and will be responsible for terminating the collection program upon notification by the Site Chemist that the Contract Limit (as hereinafter defined) has been reached.
3. Community agrees to pay Clean Harbors for services under this agreement in accordance with the attached Rate Schedule ("Rates") with the condition the Community not pay more than \$ 50,000 (the "Contract Limit"). The Site Chemist will make a determination and notify the Community Coordinator when the costs of acceptance, transportation, and disposal of HHW accepted by Clean Harbors at the site have reached the Contract Limit. The failure by Community Coordinator to terminate the collection program before the Contract Limit is exceeded, or authorization by the Community Coordinator to continue the collection program beyond the Contract Limit, shall obligate the Community to pay Clean Harbors for all additional labor and material costs, in accordance with the Rates, which exceed the Contract Limit. Clean Harbors shall not be obligated to accept any HHW for transportation or disposal after the Contract Limit has been reached.

4. Community agrees to pay Clean Harbors within fifteen (15) days of receipt of the invoice. Interest shall accrue at the rate of one and one half percent (1.5%) per month or at the maximum rate allowed by law, whichever is less, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Community agrees to pay all costs of collection, including reasonable attorney's fees, which may be incurred by Clean Harbors.
5. Clean Harbors shall accept only HHW for transportation and disposal from those individuals who are approved by the Community Coordinator, and in such amounts as are approved by the Community Coordinator, and shall, as necessary, collect, sort, package, and transport all HHW which it has accepted at the Site for disposal at licensed facilities. Clean Harbors shall be deemed to be the "generator" of all HHW accepted by Clean Harbors at the Site and title to all such HHW shall pass to Clean Harbors at the time of acceptance. Notwithstanding anything to the contrary, the Community hereby grants to Clean Harbors the absolute right to reject, in its sole discretion, any HHW delivered to the Site. In addition, the Community hereby authorizes Clean Harbors or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous wastes and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit.
6. Clean Harbors represents that, on the day of collection, it shall possess:
 - a. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporter's license for transportation of hazardous and acutely hazardous wastes;
 - c. A vehicle identification device for each vehicle used by Clean Harbors to transport HHW from the Site;
 - d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate as a common carrier.
 - e. All other state and federal permits and licenses necessary to legally transport HHW in interstate commerce.
 - f. The following liability insurance providing coverage for claims for bodily injury, death, or property damage caused by the acts or omissions of Clean Harbors:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$2,000,000
c. General Commercial Liability	\$2 million per occurrence \$4 million aggregate
d. Automobile	\$5 million combined single limit
e. Contractor's Pollution Liability	\$10 million each Claim \$10 million all Claims

7. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of HHW. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.
8. Clean Harbors agrees to indemnify, save harmless and defend the Community from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Community may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.
9. To the greatest extent allowed by applicable law, Community agrees that Clean Harbors' aggregate liability to Community or to anyone claiming by, through, or under Community, for any and all claims, demands, losses, expenses, or damages, of whatever kind or character including but not limited to an action or claim based on contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, arising out of or in any way related to this Agreement, the services, or the Site, shall be limited to Five Million Dollars (\$5,000,000). Neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.
10. The Community shall use best efforts to assure that all HHW approved by the Community Coordinator belong to Community residents or other approved persons. The Community represents and warrants that the Community Coordinator is authorized to make decisions on behalf of the Community, including the authority to approve changes in the services and to authorize commitments and expenditures on behalf of Community. The Community further represents and warrants that execution of this Agreement by the signatory below has

been duly authorized and is in conformance with applicable provisions of state and local law.

11. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents, and operations. Clean Harbors shall not represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the Community. The Community, its agents or employees, the Community Coordinator, and the police officer present at the Site shall not represent, act, purport to act, or be deemed the agent, representative, employee or servant of Clean Harbors.
12. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

TOWN OF CLIFTON PARK
ONE TOWN HALL PLAZA
CLIFTON PARK, N.Y. 12065

Attn: SCOTT REESE

To Clean Harbors:

Clean Harbors Environmental Services, Inc.
42 Longwater Drive,
P.O. Box 9149
Norwell, MA 02061-9149
Attn: General Counsel (Urgent Contract Matter)

13. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
14. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
15. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws rules and each party hereby submits to the exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts for purposes of any such proceeding relating to any claim or dispute arising hereunder.
16. The parties agree that this Agreement and all other documents may be electronically signed and/or executed and delivered by facsimile, electronic mail, or other electronic means, any

of which shall be considered an original, and that the electronic signature appearing on this Agreement and related documents are the same as original handwritten signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives.

COMMUNITY

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.



Signature

Signature

Phil Barrett

Print Name

Print Name

7/17/19

Date

Date

UNIT PRICES**Table 1**

<i>Waste Type</i>	<i>Unit Price</i>	<i>Unit</i>
Set Up Fee – Labor & Materials	\$ 4,840.00	Each
Flammable Liquids	\$ 237.30	55 gal.
Flammable Solids	\$ 148.03	5 gal.
Oil Paints and stains, polyurethane	\$ 237.30	55 gal.
Oil Paints, Aerosols	\$ 663.59	yd ³
Cleaning Supplies Aerosols	\$ 663.59	yd ³ .
Solvents	\$ 91.43	55 gal.
Petroleum Products - Gasoline, Diesel Fuel	\$ 91.43	55 gal.
Non RCRA non DOT Liquids (Ethylene Glycol)	\$ 129.95	55 gal.
Corrosive, Acidic and Alkalis	\$ 248.60	55 gal.
Corrosive, incineration	\$ 248.60	55 gal.
Magnesium, Powder	\$ 289.28	5 gal.
Oxidizing Liquids/Solids	\$ 248.60	55 gal.
Reactives	\$ 148.03	5 gal.
Mercury, Containing Materials	\$ 402.28	5 gal.
Pesticides, Liquid	\$ 248.60	55 gal.
Pesticides, Solids	\$ 737.33	yd ³
Polychlorinated Biphenyls	\$ 108.14	5 gal.
Solvent based adhesives and coatings	\$ 237.30	55 gal.
Driveway sealers, latex	\$ 655.40	yd ³
Batteries, Lead Acid (Car and smaller)	\$ 0.58	pound
Fluorescent Bulbs	\$ 0.17	linear foot
CFL	\$ 3.44	each
Compact U-Tube	\$ 3.44	each
Sodium Metal Halide	\$ 3.44	each
Halogen Lamps	\$ 3.44	each
Propane Cylinders, grill size	\$ 52.10	cylinder
Propane Cylinders, smaller than grill size	\$ 10.81	cylinder
Fire extinguishers	\$ 48.17	each
Ammonia solutions	\$ 74.58	5 gal.
Increase prices from 2019 to 2021	N / A	percentage

Will not be collected: Explosives, alkaline batteries, ammunition, asbestos, bulk metal, construction and demolition debris, empty containers, empty paint cans, empty aerosol cans, empty refrigerant cans, empty propane tanks, unserviceable extinguishers, household medical wastes, latex paint, radioactive material, rechargeable batteries, smoke detectors, tires, and used oil.

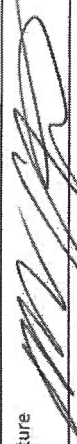


DEPARTMENT USE ONLY

DEC. ACTIVITY #
DATE VALIDATED
EXPIRATION DATE

REGISTRATION FORM FOR A HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION EVENT

Please read instructions (found at the end of this document) before completing this application. Attach all required information to this form and submit to the appropriate Regional Materials Management Engineer (see below). This is not a UPA permit. Operations at HHW collection events are not authorized until a registration is validated by the Department.

<input checked="" type="radio"/> Initial		<input type="radio"/> Renewal		<input type="radio"/> Modification		DEC Activity Number (for renewal or modification only) _____	
2. EVENT SPONSOR INFORMATION (Identify the entity/municipality sponsoring the collection event(s))							
Name Town of Clifton Park		Address One Town Hall Plaza		City/Town Clifton Park		Zip Code 12065	
Email planning@cliftonpark.org		Phone (518)371-6651		DEC Region 5			
3. PREFERRED CONTACT INFORMATION (Identify the person who will be managing the event(s))							
Name Scott Reese		Email sreese@cliftonpark.org		Phone (518)371-6054		Recycling Coordinator Other _____	
4. COLLECTION EVENT LOCATIONS & OPERATING DAYS AND HOURS (Add additional pages if necessary)							
Address	City/Town	Zip Code	NY UTM - E Coordinate	NY UTM - N Coordinate	Event Date	Operating Hours	
1. Ray Road	Clifton Park	12065	595713.504	4742323.238	9/25/21	8AM-2PM	
2.							
3.							
5. VENDOR OR CONTRACTOR INFORMATION (Identify the vendor hired to handle the HHW)							
Vendor/Contractor Name Clean Harbors		Address 32 Bask Road		City/Town Glenmont		Zip Code 12077	
Email gillespie.patrick@cleanharbors.com		Phone (518)410-3220		Part 364 Permit # MA0008922250		Expiration Date 1/8/2022	
6. SERVICE AREA (List all municipalities within the service area of the event(s), i.e., counties, cities, towns, villages or planning units)							
Town of Clifton Park, Halfmoon, Ballston, & Malta							
7. SOLID WASTE HANDLED (Check applicable box)							
<input checked="" type="checkbox"/> Household Hazardous Waste		<input type="checkbox"/> CESQG (Conditionally Exempt Small Quantity Generators)		<input type="checkbox"/> Other _____			
8. CERTIFICATION (Must be completed by the event sponsor (registration holder). Retain a copy of this form and all applicable attachments.)							
I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits was prepared by me or under my supervision and direction and is true to the best of my knowledge and belief, and that I have the authority as <u>Supervisor</u> (title) of <u>Town of Clifton Park</u> (entity) to sign this registration form pursuant to 6 NYCRR Part 360, Section 360.15. By signing this registration form, I affirm that I have read the applicable regulations and will abide by all conditions of the registration requirements under Parts 360, 363, 362, 363, and 365, as applicable. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.							
Printed/Typed Name Phil Barrett				Signature 		Date 5/28/21	

Resolution No. _____ of 2021, a resolution authorizing the Supervisor to sign contracts with 2021 Subcontract hires.

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

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

WHEREAS, the Town Board supports continuation of the listed Recreation Programs with Anthony Domicolo, 47 Gloucester Street, Clifton Park, NY for a Girls' Fall and Winter Basketball program; now therefore be it

RESOLVED, that the Town Supervisor is hereby authorized to sign the attached contract with Anthony Domicolo as a 2021 Recreation Subcontractors.

**AGREEMENT FOR GIRLS FALL,WINTER RECREATION AND TRAVEL
BASKETBALL**

THIS AGREEMENT, dated the day of 2021, between the TOWN OF CLIFTON PARK, NEW YORK, a municipal corporation with its principle office located at 1 Town Hall Plaza, Clifton Park, New York 12065 (hereinafter referred to as the "Town"), and Anthony Domicolo, an organization (or individual) with expertise in or special emphasis on Girls Basketball with its principal office located at 47 Gloucester Street, Clifton Park, NY 12065 (Hereinafter referred to as the "Organization").

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

WHEREAS, Girls Fall, Winter Recreation & Travel Basketball would fall within the scope of the recreation program offered by the Town; and

WHEREAS, the Organization is engaged in operating a Girls Fall, Winter Recreation & Travel Basketball and has offered to operate a Girls Fall Winter Recreation & Travel Basketball on behalf of the Town for the benefit of Town residents.

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

ARTICLE 1

SCOPE AND TERMS OF AGREEMENT

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

1.2 Services: Pursuant to the terms of this Agreement, the Organization agrees to provide a Girls Fall, Winter Recreation & Travel Basketball to Clifton Park residents as specified by the Town of Clifton Park Director of Parks, Recreation and Community Affairs (hereinafter referred to as the "Director"). The Town of Clifton Park will provide registration organization and promotion of the Girls Winter Recreation & Travel Basketball and the, operated and controlled by the Organization and will be supervised by the Organization. Girls Fall, Winter Recreation & Travel Basketball

a. The Town of Clifton Park will develop a class roster through the Town registration system. If a wait list is developed, the Town will oversee and remove individuals from the waitlist and place them in the registration system as open positions are made available by the Organization. The Organization shall not create a separate registration system or waitlist for Girls Fall, Winter Recreation & Travel Basketball.

b. The Town of Clifton Park will create and make available uniform registration forms as part of the registration system. The Organization shall not create a separate registration form for the Girls Fall, Winter Recreation & Travel Basketball. The Town will only accept the Town registration form.

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

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

b. Organization Fees: The Organization is permitted pursuant to this Agreement to charge persons participating in the Clifton Park Program a reasonable participation fee to offset the Organization's costs for the organization, operation, control and supervision of the Girls Fall, Winter Recreation & Travel Basketball

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

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

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

1.5 Facilities: During the term of this Agreement, and any renewals thereof, the Town agrees to provide the Organization with facilities to conduct the Girls Fall, Winter Recreation & Travel Basketball, either utilizing town-owned facilities or by renting space elsewhere, as the Girls Fall, Winter Recreation & Travel Basketball requires.

a. Approval for use of Facilities: Pursuant to paragraph 1.5 of this Agreement, the Organization agrees that it must obtain the written approval of the Director in order to conduct the Girls Fall, Winter Recreation & Travel Basketball. Such written approval must be obtained each year during the term of this Agreement and any renewals thereof and will include but not be limited to the dates, times and locations of the Girls Fall, Winter Recreation & Travel Basketball. Such written approval must be obtained by June 1st each year. In the event that the Organization fails to obtain the written approval of the Director, no such camp will be held.

b. Integrity of Town Facilities: The Organization agrees that it will not cause or allow the facilities used by the Organization to be damaged in any manner whatsoever, and that it will not alter or change the facilities, except with the prior written consent of the Town. The facilities shall be maintained in good order while used by the Organization and when the Organization's use of the

facilities is finished, they shall be in as good a condition as they were upon entry by the Organization, reasonable wear and tear accepted. In the event that the Organization or any of its employees, guests or invitees causes damage or destruction to the facilities, the Organization agrees to promptly repair/replace and pay the cost of said repair/replacement.

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

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

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

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

1.6 Publicity and Marketing: The Organization shall promote the program as a "Town of Clifton Park camp" in all promotional material, brochures, electronic media and press releases produced by the Organization. The Town will promote the

Girl's Basketball in recreation booklets, online registration system, press releases and website.

1.7 Organization Website: The Organization will not maintain a separate website for the promotion or administration of the Girls Fall, Winter Recreation & Travel Basketball. If Organization has its own website maintained in the ordinary course of its business other than the Girls Winter Recreation & Travel Basketball, any material added to the Organization's website relating to the is subject to the prior written approval of the Director.

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

ARTICLE II

TERMINATION OF AGREEMENT

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

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

2.3 Agreement to Vacate Premises: In the event this Agreement is terminated by any party for any reason, the Organization agrees to immediately vacate any Town Facilities occupied by it. Said Town Facility shall be vacated within seven (7) days of the termination of this Agreement. In the event that the Organization fails to vacate any Town Facility occupied by it, the Town, on seven (7) days written notice to

the Organization, shall remove at the expense of the Organization all personal property remaining in Town Facilities. The Organization shall be responsible for the payment of any storage costs for such personal property and the Organization further agrees that the Town shall in no way be held responsible for loss, damage or claims for personal property removed or stored under this provision.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

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

3.1 Status: The Organization, in good standing under the laws of the State of New York or as an individual, has the power and authority to enter into this Agreement and organize, operate, control and supervise the Girls Winter Recreation & Travel Basketball.

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

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

3.4 Legal Compliance: The Organization agrees that the Organization and all of the Organization's staff, crew, employees, agents and volunteers shall abide by, and conform to all federal, state and local laws, rules and regulation and by all Town Facility

rules and regulations. The Organization agrees to acquire and pay for any and all necessary licenses and/or permits which may be required.

3.5 ADA: The Organization agrees to abide by, and conform to, the Americans with Disabilities Act, as applicable. The Organization shall be responsible for ensuring that all services for individuals with disabilities, as outlined in this Act, are fulfilled in relation to the Girls Winter Recreation & Travel Basketball and its events.

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

ARTICLE IV

MISCELLANEOUS

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

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

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

Parks, Recreation & Community Affairs

Myla Kramer, M.S.W., Director

1 Town Hall Plaza

Clifton Park, NY 12065


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

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

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

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

Girls Winter Travel Basketball

By: 

Date:
7/13/21

Town of Clifton Park New York

By:

Philip Barrett, Supervisor

Date:

Resolution No. _____ of 2021, a resolution hiring (2) Motor Equipment Operators in the Clifton Park Highway Department.

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

WHEREAS, Dahn Bull, Highway Superintendent, wishes to hire two new Motor Equipment Operators (MEO) for the Highway Department due to the retirement of William Hitt and Dave Pettis, and,

WHEREAS, Mr. Bull has conducted interviews and driving record reviews, and has recommended the hiring John Perry, 9 Lape Road, Waterford, NY and Jordan Gardner, 226 Kinglsey Road Apt. 1, Burnt Hills, NY; now therefore be it,

RESOLVED, that John Perry and Jordan Gardner be hired as MEO's, each to be Grade 5, Step 1, Year 1 and paid at the rate of \$23.99/hour, effective August 16, 2021; and, be it further,

RESOLVED, that the comptroller transfer \$35,040 from DA-5110-E0487 (Highway Fund – General Construction – D. Pettis) to DA-5110-Exxxx (Highway Fund –General Construction – Employee Fund) and \$5,263 from DA-05142-E0487 (Highway Fund – Snow Removal – D. Pettis) to DA-5142-Exxxx (Highway Fund – Snow Removal – Employee Fund) to be allocated based on the attached schedule.

Town of Clifton Park
Salary Allocation

	Grade	Step	Year	2021 Hourly Rate	Weeks to End of Year	Hours	Projected to End of Year
New Rate - Start Date 8/16/2021 John Perry	5	1	1	23.99	21	40	\$ 20,151.60
Jordan Gardner	5	1	1	23.99	21	40	\$ 20,151.60
							\$ 40,303.20

Available funds from employees

Weeks to DA-05142-Exxxx	7	<u>13,434.00</u>
Weeks to DA-05110-Exxxx	14	<u>26,869.00</u>

Transfer from:

DA-05110-E0487 Highway Fund - General Construction - D Pettis	<u>(35,040.00)</u>
DA-05142-E0487 Highway Fund - Snow Removal - D Pettis	<u>5,263.00</u>

Dahn Bull

From: Dahn Bull
Sent: Monday, July 12, 2021 2:56 PM
To: 'Amy Standaert'; Lynda Walowit; Amy, Flood; Anthony Morelli; Phil Barrett
Cc: Ellenmarie Martin; James Ryan; Stan, Rusinovich; Raina Munafa
Subject: RE: Conclusion of Highway MEO Positions Search

Good afternoon,

As you may recall, we recently had the retirements of William Hitt and Dave Pettis. We have additionally had the resignation of Cory Schumacher, but per discussions during budget workshops I made a promise to hire two employees of the three if we had summer help. So I stuck with that. That brings us to our MEO interviews. With over 30 applicants for the positions, we completed 12 interviews. I have chosen two individuals from that search that our search committee felt would benefit the department best and provide our department with additional talent, training and experience.

John Perry, Halfmoon – John has nearly thirty years of experience as a heavy equipment operator with Callanan Industries as well as previous organizations. He has his Class A license and can operate the vehicles and trailers needed to transport our heavy equipment and leaf machines. In a previous position in the late nineties and early 2000s, John was a contractor plow driver for the Town of Clifton Park and plowed many developments in Town, while cleaning, maintaining and plowing the yards of Callanan Industries. In addition to his vehicle and equipment experience, he attended the Modern Welding School of Schenectady and is proficient in all phases of welding. He carries a Certificate with nearly 700 hours for his certification.

Jordan Gardner, Burnt Hills – Jordan is a recent graduate of WSWHE BOCES, where he trained and certified in Heavy Equipment Operation. While in school he was a member of the Honor Society and received the Technical Award for the year at the F. Donald Meyer Education Center. Jordan has his Class B license with Air brake certification and provided our committee an extensive knowledge of the vehicles and equipment that we use here at the Department. He showed us a detailed proficiency for vehicle and equipment maintenance and repair, and with experience at Jiffy Lube he can assist in maintenance projects for the Mechanics. He demonstrated an in-depth knowledge of storm water installation and maintenance which he has completed projects as well as contracted for snow plowing in a previous position. His work history and interview demeanor showed a dedicated individual who is eager for hard work.

I will work with Mark H. this afternoon on numbers and have a resolution for your review for the next Town Board Meeting. I have spoken with both applicants and they will be available at the Town Board meeting. If you have any questions, please don't hesitate to shoot me a call.

Sincerely,

Dahn S. Bull
Superintendent of Highways
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065
Tel: (518) 371-7310
Fax: (518) 373-0039
dbull@cliftonpark.org

Dahn Bull

From: Dahn Bull
Sent: Tuesday, July 13, 2021 9:50 AM
To: Mark Heggen
Cc: Ellenmarie Martin; Raina Munafo
Subject: RE: RE: New Hires

Good Morning Mark,

I'm going to actually have the guys start on August 16, and not August 2. So Ill have to have the resolution in By July 27 at 12:00 PM.

Sincerely,

Dahn S. Bull
Superintendent of Highways
Town of Clifton Park
639 Clifton Park Center Road
Clifton Park, NY 12065
Tel: (518) 371-7310
Fax: (518) 373-0039
dbull@cliftonpark.org

From: Dahn Bull
Sent: Monday, July 12, 2021 2:49 PM
To: Mark Heggen <mheggen@cliftonpark.org>
Cc: Ellenmarie Martin <emartin@cliftonpark.org>; Raina Munafo <rmunafo@cliftonpark.org>
Subject: RE: New Hires

Mark,

I will be introducing a resolution tomorrow morning with the hiring of two new employees. These employees will be filling the vacancies left by the retirements of William Hitt and David Pettis. I have the two individuals (info below), beginning August 2, 2021. In accordance with the resolution request guidelines, I'll need a monetary review of these hires and then proper amounts and line items for the resolution.

John Perry – Grade 5, Step 1 – Motor Equipment Operator
Jordan Gardner – Grade 5, Step 1 – Motor Equipment Operator

If you need additional information, please let me know.

Sincerely,

Dahn S. Bull
Superintendent of Highways
Town of Clifton Park
639 Clifton Park Center Road

TOWN OF CLIFTON PARK Employment Application

Please TYPE or PRINT clearly. *This application must be completed and signed personally by the applicant.* Each question must be answered in full. We appreciate your interest in employment with the Town of Clifton Park.

The Town of Clifton Park is an **Equal Opportunity Employer**. We consider all applications for all positions without regard to race, color, religion, gender, national origin, age, physical or mental disability, marital status, veteran status, sexual orientation, arrest/criminal record, genetic predisposition or carrier status, or any other legally protected status or class. Applicants requiring a reasonable accommodation to participate in the application and/or interviewing process are encouraged to contact the HR Department.

BIOGRAPHICAL DATA	Name (First, Middle, Last) <u>John E Perry</u>		Phone Number <u>510-571-9539</u>	
	Address <u>9 LAPE Road</u>		E-Mail Address <u>CATORiver199664@aol.com</u>	
	City <u>Waterford</u>		State <u>N.J.</u> Zip <u>12188</u>	
	Position Applied For <u>General Opt.</u>		Salary Desired <u>\$19.00 PH</u>	
	Are You Available For <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Temporary		Date Available For Work	
	How were you referred to the Town of Clifton Park? <input type="checkbox"/> Newspaper <input type="checkbox"/> Internet <input type="checkbox"/> Civil Service Job Posting <input checked="" type="checkbox"/> Walk-in <input type="checkbox"/> Employee Referral <input type="checkbox"/> Other _____			
	Are you currently employed?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If yes, may we contact your employer to obtain employment information?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Have you ever filed an application or interviewed for employment with the Town of Clifton Park?		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If yes, give month and year <u>7/2017</u> ?			
Have you ever been employed with the Town of Clifton Park before?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, give dates From _____ To _____				
Are you legally eligible for employment in the United States? <i>Employment eligibility verification will be required upon employment.</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If you are under 18 years of age, can you provide required proof of your eligibility to work?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable		
If you have been provided with a job description for the position for which you are applying, are you able to perform the essential functions of the position with or without reasonable accommodation?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable		

EDUCATIONAL BACKGROUND	Type of School Attended	Name and Location of School	Number of Years Completed <small>(do not give dates)</small>	Course of Study	Diploma or Degree Obtained
	High School or Preparatory School	<u>Shenandoah A Central Schools</u>	<u>11-12</u>	<u>Auto mechanics 1+2</u>	<u>Diploma</u>
	College				
	Other	<u>Modern welding school Schenectady N.Y.</u>	<u>6 months</u>	<u>All PHASE welding</u>	<u>665 HES certificate</u>

SKILLS	Typing Speed: <u>15</u> WPM	Data Entry: _____ # Numeric Keystrokes/Hour	# Alpha Keystrokes/Hour
	Computer Skills: <u>Basic windows</u>		
	List certificates, licenses (including driver license or CDL endorsement) or professional achievements that would support your qualifications for employment: <u>CLASS AM-N COI license IN service S-CAM Adjuster Certified</u>	List any additional skills, technical or professional knowledge that you feel would support your application: <u>Used to Be A Certified Plumber CAN operate Almost any Equipment.</u>	
If you are applying for a position which requires a Commercial Driver License, provide Driver License Number here: _____			

List your previous four (4) employers whether or not they seem relevant to the position for which you are applying.

Present or Last Employer			
Name of Employer	<u>CALLAWAY INDUSTRIES</u>	Phone Number	<u>518-374-2222</u>
Address	<u>Peter Callaway Dr.</u> City <u>South Bethlehem</u> State <u>N.Y.</u> Zip _____	Employment Dates (Month/Year) From	<u>4-16</u> To <u>Present</u>
Title of Position	<u>Trucker</u>	Salary	<u>\$19.85 PH</u> Hours per Week <u>40-70</u>
Description of duties, responsibilities and significant accomplishments		Name and Title of Supervisor	
<u>operate various trucks within Rock Quarry.</u>		<u>JAMES CORBETT Plant Supervisor (518-857-3041) cell # 518-857-3041</u>	
Reason for leaving			
<u>Would love to work closer to home - Avoid 787 traffic</u>			

Next Previous Employer			
Name of Employer	<u>Callaway Industries</u>	Phone Number	<u>518-374-2222</u>
Address	<u>1 Quarry Dr</u> City <u>Croftsville</u> State <u>N.Y.</u> Zip _____	Employment Dates (Month/Year) From	<u>8-98</u> To <u>4-16</u>
Title of Position	<u>Trucker</u>	Salary	<u>\$19.75 PH</u> Hours per Week <u>40-65</u>
Description of duties, responsibilities and significant accomplishments		Name and Title of Supervisor	
<u>operate various trucks in Quarry - Repair Plant, operate clear of loads</u>		<u>JAMES MONTAGNY</u>	
Reason for leaving			
<u>Plant downsized, was transferred to South Beth.</u>			

Next Previous Employer			
Name of Employer	<u>Clear Waters of America</u>	Phone Number	<u>Out of Business</u>
Address	<u>Schaerie Turnpike</u> City <u>Adrian</u> State <u>Mich.</u> Zip _____	Employment Dates (Month/Year) From	<u>5-77</u> To <u>8-98</u>
Title of Position	<u>load operator - Floor Supervisor</u>	Salary	<u>\$9.00 PH</u> Hours per Week <u>70</u>
Description of duties, responsibilities and significant accomplishments		Name and Title of Supervisor	
<u>operate loads Screen Plants, Pulmills, Dump Trucks, Recycled Paper - Contaminated Dr. f.</u>		<u>Keith Lacosso</u>	
Reason for leaving			
<u>Went out of Business</u>			

Next Previous Employer				
Name of Employer	STB Services		Phone Number	518-899-7496
Address	Carlisle St.	City	Cohoes	State NY Zip
Employment Dates (Month/Year)	From	5-96	To	5-97
Title of Position	Drillers Helper		Salary	\$8.50 PH
Description of duties, responsibilities and significant accomplishments			Hours per Week	30-50
ASSIST Driller in Geo-Team Drilling & Soil Sampling - Repair Drill Rig, Truck & Trailer			Name and Title of Supervisor	Jim
Reason for leaving				
Didn't like out of town travel				

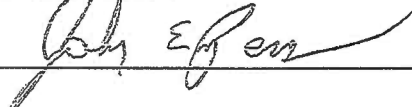
U.S. MILITARY HISTORY			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
U.S. Military Branch	Entry Date	Discharge Date	Training or Specialty

References (Other than relatives or former supervisors; list three)				
Name/Occupation	DAVID GOSHER Foreman		Phone Number	518-286-8922
Address	15 River RD	City	Pekahony N.Y.	Zip
			Years Known	18 ?
Name/Occupation	Jim BARBER Janitor		Phone Number	518-605-7634
Address	16 Shelters Rd	City	E. Greenbush N.Y.	Zip
			Years Known	13
Name/Occupation	SHAWN BOMHALL N.Y.S. Fire		Phone Number	518-764-2418
Address	Beach RD	City	West Coxsack N.Y.	Zip
			Years Known	25

Conviction Record Status		
Have you ever been convicted of and/or plead guilty to a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Have you been convicted of and/or plead guilty to a misdemeanor within the past five years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If you answered 'yes' to either question, please provide additional information such as the crime(s), date(s), court location, sentencing information, disposition of sentence, and rehabilitation completed. Please note that a 'yes' answer to this question does not necessarily disqualify an applicant from employment with the Town. The nature of the violation and all other appropriate circumstances will be considered. The Town reserves the right to reject individuals for employment based on job-related convictions.		
Date	County/State	Conviction/Explanation

I certify that the facts contained on this application are true and complete to the best of my knowledge. I understand that any misrepresentation is cause for voiding this application or termination of employment, if hired. I authorize investigation of any information provided on this application form. I also authorize investigation of my employment record and references, and release all parties from all liability for any damage that may result from furnishing same to you. I understand and agree that, if hired, my employment is for no definite period and may be terminated at any time, subject to applicable federal, state and/or local rules and regulations and/or collective bargaining agreements. For positions subject to the federal Department of Transportation regulations regarding controlled substances and alcohol use testing (Part 382), I understand that as a condition for employment with the Town of Clifton Park, a pre-employment controlled substance test will be required and must be passed.

Date: 1-22-2013

Signature of Applicant: 



**SARATOGA COUNTY DEPARTMENT OF HUMAN RESOURCES
APPLICATION FOR EMPLOYMENT
OR CIVIL SERVICE EXAMINATION**

40 MCMASTER STREET, BALLSTON SPA, NY 12020
518-885-2225 www.saratogacountyny.gov
AN EQUAL OPPORTUNITY EMPLOYER WITH AN AFFIRMATIVE ACTION PROGRAM

Number	_____
APPLICATION	
Approved	<input type="checkbox"/>
Conditional	<input type="checkbox"/>
Disapproved	<input type="checkbox"/>

APPLICATION FOR EMPLOYMENT: Title of Position _____

APPLICATION FOR EXAMINATION: Title and # _____

This application is part of your examination. Please answer all questions completely and accurately. Attach additional sheets if necessary to provide required information. All statements are subject to verification.

1. NAME AND PERMANENT LEGAL RESIDENCE: (Please notify Saratoga County Department of Human Resources in writing of any information changes.)

Gardner	Jordan	T	
Last Name	First Name	M.I.	Social Security Number (Required for exam)
226 Kingsley Road Apt. 1	Burnt Hills	NY	12027
Street	City	State	Zip Code

Indicate below your actual permanent address and the length of time you have resided there continuously, up to and including date of this application.

	PROVIDE NAME	YEARS	MONTHS
School District	Burnt Hills-Ballston Lake CSD	12	10
Village or City			
Town of	Burnt Hills		
County of	Saratoga County		
State of	New York		

NOTE: It is your permanent legal residence that will determine eligibility for examination and appointment. Specific residency requirements are stated on the exam announcement.

2. MAILING ADDRESS: 3 Dolphin Terrace Unit C, Saratoga Springs, NY 12866
(If different from above) Street City State Zip Code

3. EMAIL ADDRESS: GardnerJordan69@gmail.com

4. PHONE NUMBER: () Home () Business (518) 386-9933 Cell

5. AGE: If applying for the position of Deputy Sheriff, Police Officer, Correction Officer or any other position with minimum or maximum age limits (check exam announcement), please state date of birth: 01/09/2002

6. SPECIAL TESTING ARRANGEMENTS:

RELIGIOUS ACCOMMODATION: Most written tests are held on Saturdays. If you cannot take the test on the announced test day due to a conflict with a religious observance or practice, check the space below.

I cannot be tested on the scheduled examination date due to a conflict with a religious observance or practice.

SPECIAL ACCOMMODATIONS IN TESTING: Saratoga County provides reasonable accommodations for individuals with a disability during application, examination, interview and employment. If you need a reasonable accommodation, check the space below and attach a written description of the accommodation sought. Medical documentation is required.

I require special accommodation to take this examination.

OTHER ACCOMMODATIONS NEEDED: If you require accommodation for reasons other than religious or disability, check the box below and attach a written description of the accommodation sought.

I require special accommodation to take this examination.

7. CHECK APPROPRIATE BOXES:

If you answer YES to any portion of questions 7a-f, provide details on a separate sheet. Your failure to answer these questions or to provide details will significantly delay any determination concerning your qualifications and may deprive you of potential employment opportunities. None of the above circumstances represent an automatic bar to employment. Each case is considered and evaluated on individual merit in relation to the duties and responsibilities of the position for which you are applying.

- a. Were you ever discharged from employment for reasons other than lack of work or funds, disability or medical condition?
- b. Did you ever resign rather than face discharge?
- c. Have you ever been convicted of a crime (felony or misdemeanor)?
- d. Has there ever been a complaint of workplace violence or harassment against you?
- e. Are you now under charges for any crime?
- f. Did you ever receive a discharge from the Armed Forces of the United States that was other than "Honorable", or which was issued under other than honorable conditions?
- g. Are you a retiree from New York State or any civil division thereof?
- h. Are you an exempt Volunteer Fireman?

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO

8. VETERANS CREDITS: Veteran's credits can be applied for on all examinations but may be used only once. You may not claim additional credits after the eligible list has been established. Any candidate who applies for such credit must submit a copy of DD214 with application.

Do you claim additional credits on this examination as an honorably discharged veteran?

NO -- Please go to Question 9

YES -- AS A DISABLED WAR VETERAN

YES -- AS A NON-DISABLED WAR VETERAN

YES NO Since January 1, 1951, have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?

COMPLETE THE REMAINDER OF THIS SECTION IF YOU:

1. Wish to claim War Time Veterans Credits, AND
2. Have NOT used veteran's credits for appointment to a position in NY State or its civil divisions.

EXTRA CREDITS FOR WAR TIME VETERANS -- Your answers must be "YES" to be eligible for additional credits

YES NO I expect to receive or have already received a discharge which was honorable or release under honorable circumstances from the Armed Forces of the United States. "Armed Forces of the United States" means the Army, Navy, Marine Corps, Air Force and Coast Guard, including all components thereof, and the National Guard when in service of the United States pursuant to call as provided by law, on a full-time active duty other than active duty for training purposes.

YES NO I am now serving, or have served, on an active duty basis other than active duty for training purposes during one or more of the following Time of War periods:

- In the Armed Forces:**
 December 7, 1941 – December 31, 1946;
 June 27, 1950 – January 31, 1955;
 February 28, 1961 – May 7, 1975;
 August 2, 1990 to the date when the Persian Gulf hostilities end.
- Or earned the Armed Forces, Navy or Marine Corps Expeditionary medal for service in:**
 Granada: October 23, 1983 - November 21, 1983;
 Lebanon: June 1, 1983 – December 1, 1987;
 Panama: December 20, 1989 – January 31, 1990.
- Or in the U.S. Public Health Service:**
 July 29, 1945 - December 31, 1946;
 June 27, 1950 - July 3, 1952.

YES NO I am a United States citizen or an alien lawfully admitted for permanent residence.

YES NO I am a New York resident.

9. STUDENT LOANS:

Are you currently in default on any outstanding student loan(s) made or guaranteed by the New York State Higher Education Services Corporation? NO YES

10. YOUR EDUCATION: Read the exam announcement for educational requirements. Send a copy of your transcript only if required by the announcement.

Have you graduated from High School? NO YES

Name and Location of High School Burnt Hills Ballston Lake High School, Burnt Hills, NY

If you have a High School Equivalency Diploma, indicate: Issuing Government Authority _____

Number _____ Date of Issue _____

College, University, Professional or Technical Schools:	Major subject or type of course	Did you graduate?	If you did not graduate, number of college credits	If graduated, type of degree received	Date degree received or expected
Name of School & City in which located WSWHE Boces	Heavy Equipment	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		certification	Mo. Yr. 6 / 20
Name of School & City in which located		YES <input type="checkbox"/> NO <input type="checkbox"/>			Mo. Yr. /
Name of School & City in which located		YES <input type="checkbox"/> NO <input type="checkbox"/>			Mo. Yr. /
Name of School & City in which located		YES <input type="checkbox"/> NO <input type="checkbox"/>			Mo. Yr. /

11. LICENSE OR CERTIFICATION:

If required on the announcement, do you have a valid license to operate a motor vehicle in New York State?

NO YES

License Number: _____ Expiration Date: 1/09/2023

Class of License: BM, Endorsements: W Restrictions: _____

Complete the following if a license, certificate or other authority to practice a trade or profession is required on the announcement(s).

Trade or Profession	License Number	Date License First Issued	Registration Mo. Yr. to Mo. Yr. From / to /	If you are not currently licensed, check this <input type="checkbox"/>
Specialty	Granted by (Licensing agency)		City/State	

The County of Saratoga does not discriminate because of age, race, creed, color, citizenship, national origin, sex, religion, marital status, criminal record, disability, limited English proficiency, low income status, political affiliation, genetic predisposition or carrier status, domestic violence victim status, pregnancy or sexual orientation.

NOTE: Federal Law requires employers to hire only U.S. citizens or aliens with the authorization to work in the U.S. Federal Law also requires that at the time of appointment, you provide to the employer certain information, including date of birth, country of origin, right to work in the U.S. and to provide for review certain documents establishing your identity and work authorization, such as birth certificates, etc.

12. EXPERIENCE: You must complete this section whether or not you submit a resume. Describe any employment, volunteer experience or military experience that qualifies you for the position sought. Begin with your most recent experience first and work backwards consecutively to your first position. Applicants may be required to furnish satisfactory proof of experience claimed. A resume is NOT a substitute.

Length of Employment From: Mo. Yr. To: Mo. Yr. 4/20 8/20	Name of Employer peak Enviromental	Address 44 wood rd	City and State Round Lake NY
Earnings: \$ per <input checked="" type="checkbox"/> Wk <input type="checkbox"/> Mo <input type="checkbox"/> Yr	Type of Business Landscape construction	Your Title Laborer/operator	Name/Title/email or phone Information of Supervisor Terry Hubbard Owner (518)857-6092
Ave. hours per week:	Reason for leaving Looking for more opportunities		
Duties: Driving trucks with trailers, operating skid steers, installing irrigation systems, installing sod, ect			


Length of Employment From: Mo. Yr. To: Mo. Yr. 10/20-12/20	Name of Employer Performance concrete pumping	Address 3 Jones rd	City and State Halfmoon NY
Earnings: \$ per <input checked="" type="checkbox"/> Wk <input type="checkbox"/> Mo <input type="checkbox"/> Yr	Type of Business Concrete Pumping	Your Title Operator/ Driver	Name/Title/email or phone Information of Supervisor Andy Perron (518)956-0915
Ave. hours per week:	Reason for leaving lack of hours		
Duties: Operating and cleaning boom truck			

Length of Employment From: Mo. Yr. To: Mo. Yr. November 2020-Present	Name of Employer Troy Topsoil	Address Hudson River rd	City and State Mechanicville NY
Earnings: \$ per <input checked="" type="checkbox"/> Wk <input type="checkbox"/> Mo <input type="checkbox"/> Yr	Type of Business Trucking	Your Title Driver	Name/Title/email or phone Information of Supervisor Brian, Operations Manager, 518 859-7649
Ave hours per week:	Reason for leaving Lack of work		
Duties: Safety operating a triaxel dump truck			

13. REFERENCES: Do you have any objection to our contacting present or past employers to verify above?
 NO YES If yes, comment _____

Please print any other surnames (last names) by which you are or have been known: Jim Pellet (518) 429-3580

DECLARATION: I declare, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment.


 Jordan Galvin (Jan 29, 2021 15:38 EST)
 Signature of Applicant

1/29/21
 Date

Jordan Gardner

Contact

226 Kingsley Road Apt. 1
Burnt Hills, NY 12027
(518) 386-9933
Jordangardner02@icloud.com

Objective

To continuously improve my skills by working for a company that offers career training and advancement opportunities.

Education

Burnt Hills Ballston Lake High
School
Burnt Hills, New York
2016-2018

F. Donald Myers Education
Center, Saratoga Springs, NY
Heavy Equipment Operations
Honor Society Member
Technical Award Recipient

Experience

November 2020 – Present

Tri-Axle Driver • Troy Topsoil • Mechanicville, NY

- CDL Class B Driving Dump Truck
- Delivering truck loads to various locations

July 2020 – November 2020

Pump Operator • Performance Concrete • Clifton Park, NY

- CDL Class B Driving with Air Brake Endorsement
- Setting up truck for operation
- Cleaning Hopper free of concrete
- Basic truck maintenance

March 2020 – July 2020

Landscaper • Peak Environmental • Ballston Lake, NY

- Operated heavy equipment: truck and trailers
- Designed and installed irrigation systems

December 2018 – March 2020

Hood Technician • Jiffy Lube • Clifton Park, NY

- Performed preventive maintenance on customers vehicles
- Rotated tires
- Performed NYS inspections

Key Skills

Heavy Equipment Certified
CDL Class B License
Quick Learner
Automotive Maintenance
Landscaping
Irrigation Systems

Professional Organizations

Member - SkillsUSA, 2019 – 2020

References

Available upon request

Resolution No. _____ of 2019, a resolution authorizing the residents of portion of Garrison Lane in the Country Knolls Subdivision to conduct a Block Party on September 5, 2021.

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

WHEREAS, the residents of the Country Knolls Subdivision plan to conduct a block party within the subdivision on September 5, 2021 from 4:00 P.M. to 8:00 P.M. and have requested permission to use of Garrison Lane, for their party activities; now, therefore be it

RESOLVED, that the Town Highway Superintendent recommends that the request be approved, for the use of a portion of Garrison Lane, September 5, 2021 from 4:00 P.M. to 8:00 P.M. to be used for party activities, so long as those activities do not block off the streets, and make sure emergency vehicles can gain access to the street if needed; and be it further

RESOLVED, that the residents shall be responsible for all clean-up activities on Town property or on the street right-of-way resulting from the social activity; and be it further

RESOLVED, that a copy of this resolution be sent to the applicable Fire Department, the Ambulance Corps., the Sheriff's Department and the State Police.