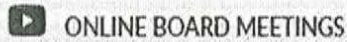


TOWN OF CLIFTON PARK TOWN BOARD MEETING

December 13, 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**
 - Clean energy Communities Presentation by GREEN Committee.
 - **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
December 13, 2021

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. IT Committee	Accept a proposal for parcel management cloud-based software from Citizenserve	A. Standaert /A. Flood
2. Public Safety	Authorize the purchase of safety electronic message boards	P. Barrett
3. Public Safety	Authorize the purchase of safety radar trailers	P. Barrett
4. Supervisor	Adopt Local Law No. ___ of 2021 opting out of retail sales and on-site consumption of cannabis products	P. Barrett
5. Supervisor	Adopt Local Law No. ___ of 2021 amending the boundaries of Vischer Ferry Nature Preserve, and accept a consolidated real estate permit from New York State Canal Corporation for management of the Vischer Ferry Nature Preserve	P. Barrett
6. Supervisor	Approve a no-cost time extension to an existing contract with Best Paving for the Clifton Park Athletic Court project	P. Barrett
7. Town Board	Create the position of Director of Animal Control and appoint Teresa Cook to the position	L. Walowit
8. Town Board	Create the position of Administrative Assistant and promote Margaret Springli to the position	A. Standaert
9. Supervisor	Authorize the Supervisor to sign a 2-year contract with Sprague Energy for the supply of Natural Gas	P. Barrett
10. Highway	Authorize the trade in and purchase of diagnostic equipment for Highway Garage purposes	P. Barrett
11. Highway	Award a bid for the construction of the Highway Awning Project to Gallo Construction	D. Bull

12. Highway

Authorize the purchase of a trailer for Highway Department purposes

D. Bull

Resolution No. _____ of 2021, a resolution authorizing an award in connection with a request for proposals for parcel management software to be used by several departments.

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

WHEREAS, various departments within the Town utilize parcel management software to track permits and applications for land use plans and administration, and

WHEREAS, on May 31, 2021, General Code issued a letter informing the Town that the current parcel-based management software, Muncicity, which is utilized by the Assessor, Building & Development, and Planning Departments, will no longer be supported by the end of 2022, and

WHEREAS, on June 14, 2021, the Town Board established a formal interdepartmental Information Technology Advisory Committee, co-chaired by Councilwoman Amy Standaert and Councilwoman Amy Flood; and

WHEREAS, at its initial meeting on July 7, 2021, the Committee began a process to identify and procure a current parcel-based software system to provide integrated access across town departments, in order to both replace and update the sunseting systems and to integrate the relevant departments with a more comprehensive solution, and

WHEREAS, on July 26, 2021, the Town, through the Information Technology Advisory Committee, issued a Request for Proposals (the "RFP") for the Building and Planning Permit, Application and Inspection Systems and Workflow, in accordance with the Town's Procurement Policy; and

WHEREAS, after reviewing and scoring the proposals submitted in response to the RFP, the Information Technology Advisory Committee has recommended that the Town enter into a professional services agreement with Online Solutions, LLC d/b/a CitizenServe, 1101 E. Warner Rd, Suite 160, Tempe, AZ 85284 to provide the services for the first year in an amount not to exceed the following: Ninety-Seven Thousand and 00/100 Dollars (\$97,000) for the first year of annual subscription, implementation, configuration, Laserfiche integration, migration of legacy software data to the new platform, and training costs; now, therefore, be it

RESOLVED that the Town Board hereby awards the software service and license agreement to Online Solutions dba CitizenServe pursuant to the Information Technology Review Committee's recommendation; in an amount not to exceed \$97,000.00, to be paid from A-1620-004, Town Hall and be it further

RESOLVED that the Supervisor is hereby authorized to execute an agreement for services with the Contractor (the "Agreement") on behalf of the Town, subject to review and approval by the Town Attorney as to form, and to execute such other documents and as may be necessary to effectuate the foregoing; and be it further

RESOLVED that the Comptroller is authorized to transfer \$97,000 from A-914 (Undesignated Fund Balance) to the above line to offset costs of the contract, and to budget \$32,400 for annual software license fees beginning in fiscal 2023.

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mpringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Information Technology Advisory Committee CONTACT: Councilwomen Standaert & Flood

REQUESTED MEETING DATE: 12/6/2021 (Subject to approval. Submissions received after NOON on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Provide for Next Generation Software Solution for the Town capable of providing tracking and workflow functions to support, enhance, and simplify current processes through a user-friendly (icon driven) interface to replace soon to be Legacy Software for Planning & Building Departments.

BUDGET #: A-1620-00200

BUDGET DESC: General Fund - Town Hall Operations - Equipment

\$ AMOUNT: 97,000.00

****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda** Mark E. Heggen

ADDITIONAL COMMENTS/DETAILS

Questions regarding the resolution may be directed to Councilwoman Standaert. A draft resolution is attached. Town goal is to promote efficiency, effectiveness, and transparency in the services provided to the Town and the development community. The Planning and Building and Development Departments spends a significant amount of time supporting the existing software due to the Town's heavy reliance on it. The Town currently uses Muncicity Enterprise which is set to be phased out by the end of 2022. Primary functions of new software include:

- Be able to manage workflows and records related to our permitting and plan review processes, performance of field inspections, and response to code enforcement issues regarding minimum housing and property complaints through an electronic platform.
- Accessible in a centralized location to both internal and external stakeholders
- Modernizing the support of residential services
- Fostering public self-service to apply, pay, check status online, and access historical in

**Typical Submission dates are Wednesday prior to the meeting, however, may be subject to change due to holiday schedules.*



May 31, 2021

Town of Clifton Park
John Scavo
1 Town Hall Plaza
Clifton Park, NY 10265

Dear John,

First, thank you for having been a Muncity Enterprise customer for these past 15 years. We continue to appreciate your business and work with us here at General Code/ICC. I am writing to inform you that after two years of consideration, our Vendor Partner, Software Consulting Associates (SCA), has announced that they are beginning the process of sunsetting the Muncity Enterprise software solution with the objective of ending support for the product by the end of 2022. The reasons for this decision are many including:

- The software solution market has been moving to cloud-based solutions over on-premise solutions for several years and because of this, SCA has concentrated development resources to Muncity5, their cloud-based Software as a Service (SaaS) model.
- Cloud-based solutions are safer and easier to maintain for customers (little to no onsite infrastructure and related costs required)
- Recently, some updates to Windows 10 have started to create issues which SCA has been addressing, but are unpredictable and contribute to the need to discontinue support
- Add-ons such as Muncity Mobile, Laserfiche Cloud integration, Laserfiche 10 & 11 integration, Remote Virtual Inspections, and CodeConnect will not work with Muncity Enterprise

We would like to schedule a time with you for your General Code/ICC Sales Representative to meet with you to review the process and costs for migrating you to the new platform. Because this is a change of platform – on your server cloud environment- there is a migration cost as well as implementation and training costs involved. We will also be providing a software credit to help offset some of the transition costs.

There are many advantages to the Muncity 5 Cloud offering and we will, as part of this meeting, provide a full demonstration of its new capabilities. I've enclosed for your review our new Muncity5 brochure which highlights the many features and functionality and the related services we provide to ensure your success transitioning from your current solution.

Bruce Cadman, your General Code/ICC Sales Representative will be contacting you to schedule a meeting and demonstration with you. Thank you very much. We look forward to exploring this new opportunity with you.

Best regards,

A handwritten signature in black ink, appearing to read 'D. S. Foster'.

Daniel S. Foster
General Manager, General Code/ICC

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Town of Clifton Park, New York ("Customer") with its principal place of business at 1 Town Hall Plaza, Clifton Park, NY, 12065 is made effective as of 01/01/2022 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service in consideration of the fees and terms described in the CitizenServe Order Form.

The subscription will begin on the date specified in the order form which is the date CitizenServe will begin providing services. On this date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively, as described in the CitizenServe Statement of Work, on a best-efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customer's implementation objectives.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. SERVICE LEVELS:

CitizenServe will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the CitizenServe Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. CitizenServe may terminate services if payments are not received by CitizenServe as specified in the CitizenServe Order Form.

Upon any termination, CitizenServe will discontinue Services under this agreement; CitizenServe will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

5. NO THIRD PARTY RIGHTS

The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this agreement.

6. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

CitizenServe may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. CitizenServe will use reasonable efforts to insure that any CitizenServe contractors maintain the confidentiality of proprietary materials and information.

8. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of New York.

CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9. ACCEPTANCE:

Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: "Customer"

Online Solutions, LLC

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: Phil Barrett

Print Name: _____

Title: Town Supervisor

Title: _____

CITIZENSERVE STATEMENT OF WORK

This Statement of Work (SOW) defines the services and deliverables that Citzenserve provide Customer. All services will be conducted remotely.

Implementation Scope

Citzenserve will use an agile methodology to engage in the implementation phases.

Completion of the Setup Checklist. The Citzenserve account manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes items like copies of permit and license applications, fee structures, notices, and forms, etc. Customer team will work to gather all the documentation and information included in the Setup Checklist.

Project Kickoff. The project kickoff meeting includes the key Customer and Citzenserve team members. The Citzenserve project manager will work with the Customer's project manager to develop the agenda and PowerPoint presentation for the kickoff meeting. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Citzenserve project manager will provide a report summarizing the meeting and assigning action items.

System Walkthroughs. A weekly meeting will be scheduled with the customer team and the engagement manager. The Citzenserve engagement manager will familiarize the Customer's team members on citzenserve at the beginning of the walkthroughs to enable the team to make informed decisions on configurations and workflows. During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions. In the days before the next meeting, the Customer team will get "hands on" with citzenserve, trying out the new configurations, running new reports, and identifying any needed changes. The walkthroughs and the hands-on practice make up an iterative process that allows Customer to clarify or improve upon existing processes and configure Citzenserve to support those processes.

The weekly walkthroughs are held with customer staff who are familiar with the Customer's business processes and associated requirements for configurations, workflows, and reporting. It is critical that the staff who attend the meetings have the knowledge and experience required to provide accurate requirements; we therefore will not conduct the walkthroughs with a surrogate such as a consultant or contractor. If the Customer's subject matter expert staff are not available, we will postpone the walkthroughs until the staff members have availability to attend the meetings and complete assignments before the next meeting.

Data Conversion. Citzenserve staff will perform the data conversion by module/function. Once the setup for a module is nearly complete and the Customer has delivered to Citzenserve the data to be converted, Citzenserve will begin creating programs to convert and import the related Customer data. This process cannot take place until all custom fields for the module that are related to a legacy system have been identified and configured in Citzenserve.

The Customer's team members will review and test the converted data and provide written feedback on any errors or required changes; updates will be made to the conversion script as needed. It is **critical** that the Customer's team put in the time and effort to thoroughly review the data conversion and identify any issues before go live so that corrections can be made to the conversion script. The data conversion import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase.

Integration. The requirements for the configurations of the integrations will be gathered during the weekly walkthroughs. The Citzenserve system architect will develop the scripts for the integration points on the Citzenserve side (development of code to export data from or accept data into Citzenserve); if an API is not available, the Customer's technical resources will be responsible for developing the code to export data to Citzenserve or accept data from Citzenserve. The Customer's team will test the data exchanged between Citzenserve and the external systems and will provide feedback on needed changes.

Training. Prior to go live, staff members will be trained onsite or online in small groups. Training will be conducted via web conferencing in small groups. The web conferences used for training can be recorded and edited for later viewing. Each training session will focus on a specific group's core job responsibilities. Most users will attend one or two training sessions that last up to four hours; additional one-on-one training sessions can be scheduled as needed.

Go Live. Final data will be provided on a Friday afternoon. Over the weekend all test data will be removed from the system and the legacy data will be converted.

Ongoing Support. The weekly walkthrough meetings will continue for 2-4 weeks after go live to identify any issues or changes needed.

After go live, users can request support for any needs or questions through the Citzenserve support center. Response time to a support request is within 4 hours; urgent requests receive a response within an hour.



Order Form

Account Name: Town of Clifton Park, New York

Contact Information:

Steven M. Myers, P.E.
Director - Building & Zoning
Town of Clifton Park
1 Town Hall Plaza, Clifton Park, NY, 12065
Email: smyers@cliftonpark.org
Phone: 518-371-6702

Billing Information:

Teresa Brobston
Town Clerk
Town of Clifton Park
1 Town Hall Plaza, Clifton Park, NY, 12065
Email: tbrobston@cliftonpark.org
Phone: 518-371-6681

Contract Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 01/01/2022
Service Term Ends: 12/31/2022

Components to be Implemented:

Building Permits
Planning and Zoning
Code Enforcement
Citizen Access Pages

Fees:

18 User Subscriptions	\$1,800 per named user per year	\$32,400.00
Setup, Training and Implementation	\$1,200 per named user	\$21,600.00
Additional Services	Project Management	\$10,000.00
...Data Migration	Municipity Enterprise	\$20,000.00
System Integration	Laserfiche 10.3	\$5,000.00
	GIS	\$8,000.00
	Payment processors listed in Appendix A	\$0.00
	Total 1st Year Fees	\$97,000.00
	Each Additional Year Fees	\$32,400.00

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Customer:

Authorized Signature

Authorized Signature

Print or Type Name of Signatory

Phil Barrett

Print or Type Name of Signatory

Execution Date

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Address:
City of Buffalo
212 Central Ave.
Buffalo, MN 55313





Order Form

Appendix A – Citizenserve existing payment processors

ACI Universal Official Payments

Authorize.Net

Authorize.Net v2

Hancock Whitney Transactis BIQ SHO Version 7.0

CityHall payment

Civitek - <https://www.myfloridacounty.com/myflc-pay/>

Civitekpaysnow - <https://www.myfloridacounty.com/myflc-pay/>

ConnexPoint

Cybersource V2.0

Elavon (Convergys gateway)

EGOV Payment Gateway

ETS

Express-Pay

Forte

Government Window

GovPayNet

Heartland

Invoicecloud

JETPAY Magic

Municipay - <https://demo.municipay.com/payapp/public/WSRequest.html?>

OpenEdge HostPay

Paya Connect

Paybill

Payeezy (First Billing Payeezy version 1.1)

Paymentus

Paypal

Paypal Payflow

PlugNPay (for customer outside the US only)

Point & Pay v3.2.8

PPG (Philadelphia Pay)

PSN

SC.Gov CCP, v2, v3

Unibank RTI v2.0

VPS Value Payment Systems v1.0

Xpressbillpay v2, v3

Integration with Payment processor not on this list will incur a onetime charge of \$20,000

Resolution No. _____ of 2021, a resolution authorizing the purchase of a Wanco Metro Large Matrix Message Board.

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

WHEREAS, by Resolution 4 of 2017, Lou Pasquarell, Public Safety Director was authorized to accept the bid of Admar Construction Equipment and Supplies for \$14,616 for the purchase of a Wanco Metro Large Matrix Message Board, following competitive bidding pursuant to GML 103(1), and

WHEREAS, Mr. Pasquarell has identified a need for a second mobile message board for displaying temporary traffic and safety messages by the Public Safety Department, and

WHEREAS Admar Construction Equipment and Supplies, New York, will provide a second Wanco Metro Large Matrix Message Board – Model #MVTMM with options based on the original, and

WHEREAS, Lou Pasquarell has recommended that the Town purchase the message board, based on the original bid price and purchase order #5117-001 with Admar Construction Equipment and Supplies. in an amount not to exceed \$14,616; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Public Safety Department to accept the bid of Admar Construction Equipment and Supplies for \$14,616 for the purchase of a Wanco Metro Large Matrix Message Board, to be budgeted from A-3120-00 (Safety Budget - Equipment).

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Safety & Security CONTACT: Lou Pasquarell

REQUESTED MEETING DATE: 12/13/2021 (Subject to approval. Submissions received after 5:00 pm on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Director of Safety & Security has requested One {1} additional Wanco Metro Large Matrix Message Board.

Lou Pasquarell, has identified a need for a second Mobile Message Board for displaying temporary traffic and safety messages by the Public Safety Department.

Admar Construction Equipment & Supplies, 878 Old Shaker Road, Latham, NY 12110 will Piggy Back on the previous order One {1} Wanco Metro Large Matrix Board under General Municipal Law Section 103 at a cost of \$14,616.00 - Safety Budget # A-3120-00 Equipment.

BUDGET #: _____

BUDGET DESC: _____

\$ AMOUNT: _____

****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda**

ADDITIONAL COMMENTS/DETAILS

[Empty box for additional comments/details]

*Typical Submission dates are the Tuesday prior to the meeting, however, may be subject to change due to holiday schedules.

_____ 2

TOWN SUPERVISOR P. Bennett

P.O. No. 5117-001
must be included for payment.

TOWN OF CLIFTON PARK
ONE TOWN HALL PLAZA
CLIFTON PARK, NEW YORK 12065
(518) 371-6651 • FAX (518) 371-1136
STANDARD VOUCHER

COMPTROLLER USE ONLY

CLAIMANT'S NAME AND ADDRESS

Admar Construction Equipment & Supplies
Name

8780 Old Shaker Road
Federal ID or Social Security Number

Latham, N.Y. 12110
Street Zip

Latham, N.Y.
City & State

DATE 2/28/17

CHECK NUMBER 21537

FUND A

APPROVED BY MA 2/27/17

VOUCHER NO. 235

Dates	Invoice	Description of Material or Services	Claimed
	1842166-0001	Wanco Metro Large Matrix Board	\$ 14616. ⁰⁰
		Includes 89" x 49" Cabinet, 360 degree	
		Rotating Tower (2) 4-DAGM Sealed	
		Batteries, 170 Watt Solar Panel Touch	
		Screen Controller, Color White Finish	
		2" Ball Hitch Two Additional 4DAGM	
		12 VDC Batteries, 400 Ah Additional	
		Capacity	
		Standard Warranty 5 years from Date of Purchase	
TAX EXEMPT MUNICIPALITY FED. I.D. #14-6002129			

CLAIMANT'S CERTIFICATION

I, R. T. Latham certify that the above account in the amount of \$ 14616.⁰⁰ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

2/22/17 DATE [Signature] SIGNATURE SALES TITLE

SPACE BELOW FOR USE OF TOWN OFFICES ONLY			PAYMENT APPROVAL BY DEPARTMENT HEAD
Account Distribution	Amount		
A-3010-200-1500	\$ 11,000. ⁰⁰		I hereby certify that the merchandise, materials or articles enumerated in this claim have been received and that the quantity and quality thereof are as specified in such a claim; that the services specified were performed and the contract price therefore has been earned; that they will be necessary for and have been, or will be, applied to the use of this department. <u>Jocelyn Parquard</u> DEPARTMENT HEAD
A-3120-200-1500	\$ 3,616. ⁰⁰		
			DATE <u>02/22/2017</u>

NOTICE TO BID
TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

The Town of Clifton Park is seeking sealed bids for the purchase of a Wanco Metro Large Matrix Message Board – Model #MVTMM with the following options: 1) 8.5.1 – Two additional 4D AGM 12Vdc batteries, 400Ah additional capacity; 2) 8.5.3 12 Volt 45 amp charger; 3) Solar Panel – 170W solar arrays; 4) 8.9 white finish color. Sealed bids must be marked on envelope and mailed to or dropped off to Town Clerk, Town of Clifton Park, 1 Town Hall Plaza, Clifton Park, NY 12065 by 3:00 p.m. on December 19, 2016 at which time and place bids will be publicly opened and read.

Patricia O'Donnell, Town Clerk

Pasquarell
Hegger

Resolution No. 4 of 2017, a resolution authorizing the purchase of a Wanco Metro Large Matrix Message Board.

Introduced by Councilwoman Standaert, who moved its adoption, seconded by Councilman Whalen.

WHEREAS, Louis Pasquarell, Director of Safety & Security, has identified a need for a mobile message board for displaying temporary traffic and safety messages by the Public Safety Department, and

WHEREAS, a Notice To Bid was advertised in The Daily Gazette on December 8, 2016 with bids opened on December 19, 2016, and

WHEREAS, Admar Construction Equipment and Supplies, New York, has submitted the lowest bid for a Wanco Metro Large Matrix Message Board – Model #MVTMM, with options, at a total amount of \$14,616, and

WHEREAS, Louis Pasquarell has recommended that the bid of Admar Construction Equipment and Supplies, in an amount not to exceed \$14,616, be accepted for the purchase of the message board; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Public Safety Department to accept the bid of Admar Construction Equipment and Supplies for \$14,616 for the purchase of a Wanco Metro Large Matrix Message Board, to be budgeted at \$11,000 from A-3010-001 (Safety Account) and \$ 3,616 from A-3120-200 (Security Account).

ROLL CALL VOTE

Ayes: Councilman Whalen, Councilwoman Standaert, Councilman Romano,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

January 3, 2017

Patricia O'Donnell, Town Clerk

ADMAR

CONSTRUCTION EQUIPMENT & SUPPLIES

QUOTATION

ATTN: Lou Pasquarell
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065
518-371-6651

FROM: Ray Tylutki
MOB: 518-390-9366
DATE: December 12, 2016

Quantity	Description	Unit Price	Amount
1	New Wanco Metro Large Matrix Board	\$ 14,616.00	\$ 14,616.00
	<i>Includes: 89x49" Cabinet, 360 degree rotating tower, (2) 4-D AGM Sealed Batteries</i>		
	<i>170 watt solar panel, touch screen controller, orange paint, 2" ball hitch, Two additional 4D</i>		
	<i>AGM 12V DC Batteries, 400Ah Additional Capacity, White Finish Color.</i>		
	Standard Warranty: 5 years from Date of Purchase		
	LEAD TIME For Message Board with White Paint: 4 Weeks from Date of Purchase		
	DELIVERY INCLUDED IN PRICING		
	Terms of Sale: Net 10 Days From Delivery		

This Quotation is good for 30 days from the date of quote.

Accepted by: _____

Subtotal	\$ 14,616.00
Tax %	0.00%
Tax Amount	\$ -
Total	\$ 14,616.00

Name _____ Date _____

ADMARsupply.com



ALBANY | 878 Old Albany Shaker Rd. Latham, NY 12110 | T: 518.690.0750 F: 518.690.0757
BINGHAMTON | 449 Commerce Rd. Vestal, NY 13850 | T: 607.798.0333 F: 607.798.0833
BUFFALO | 1394 Military Rd. Tonawanda, NY 14217 | T: 716.873.8000 F: 716.873.8455
CANANDAIGUA | 2390 Rochester Rd. Canandaigua, NY 14424 | T: 585.398.0031 F: 585.398.0038
ROCHESTER | 1950 Brighton Henrietta Town Line Rd. Rochester, NY 14623 | T: 585.272.9390 F: 585.272.9165
SYRACUSE | 7800 Brewerton Rd. Cicero, NY 13039 | T: 315.433.5000 F: 315.431.0548
ERIE | 3001 West 17th St. Erie, PA 16505 | T: 814.833.7761 | F: 814.838.5048
WILKES-BARRE / SCRANTON | 121 Armstrong Rd. Pittston, PA 18640 | T: 570.299.5505 F: 570.299.5504
a DiMarco Group company

Resolution No. _____ of 2021, a resolution authorizing the purchase of two (2) ONSITE Radar Trailers for public safety purposes from Decatur Electronics under federal GSA Contract #47QSWA21D000B.

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

WHEREAS, Public Safety Director, Lou Pasquarell has requested authorization for the purchase of two speed radar trailers for the Department of Public Safety per the attached, and

WHEREAS, the equipment is available under federal GSA Contract #47QSWA21D000B, in an amount not to exceed \$12,897.08, and

WHEREAS, Mr. Pasquarell has recommended that the units be purchased to provide operators with more information concerning existing speed limits in additional areas of town, and

WHEREAS, the equipment is available from Decatur Electronics, Inc. 3433 East Wood Street, Phoenix, AZ; now, therefore be it

RESOLVED, that the Public Safety Department is authorized to purchase two ONSITE Radar Trailers, per the attached, and be it further

RESOLVED, that the Town Board hereby authorizes the purchase under federal GSA Contract #47QSWA21D000B, in an amount not to exceed \$12,897.08, to be paid with funds from A-3120-200 [Public Safety – Equipment].

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Safety & Security CONTACT: Lou Pasquarell

REQUESTED MEETING DATE: 12/13/2021 (Subject to approval. Submissions received after 5:00 pm on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Director of Safety & Security has requested Two {2} additional ONSITE 300 Radar Trailers with Modular Display.

Lou Pasquarell, has recommended that we use federal GSA Advantage Contact from Decatur Electronics, Inc. 3433 East Wood Street, Phoenix, AZ. 85040 in the amount not to exceed \$12,897.08 be accepted for the purchase of Two {2} additional ONSITE 300 Radar Trailers with Modular Display.

Federal GSA Advantage contract # 47QSWA21D000B from Decatur Electronics, Inc. for \$12,897.08 from Safety Budget A-3120-200 Equipment.

BUDGET #: A-03120-00200

BUDGET DESC: General Fund - Law Enforcement - Equip

\$ AMOUNT: 12,898

****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda Mark E. Heggen**

ADDITIONAL COMMENTS/DETAILS

[Empty box for additional comments/details]

**Typical Submission dates are the Tuesday prior to the meeting, however, may be subject to change due to holiday schedules.*

REFINE BY

+

+

+

+

Manufacturer Directory

Contractor Directory

Can't find what you're looking for?

Call GSA Customer Service at

800-488-3111

Available 24 hours a day
Monday - Friday
(8 AM Central Sunday through 8:30 PM
Central Friday)

Search Results - Products

See Services Results »

Go to Expanded View »

criteria: OS300 SPEED TRAILER WHITE

Search within

Search within results

Search options

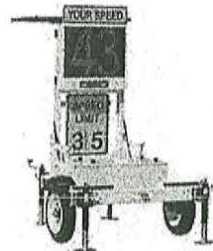
all the words

Limit Price

Sort Most relevant

View as

Grid



OS300MX-DEIA-DEIW

OS300 SPEED TRAILER AMBER

Mfr: DECATUR ELECTRONICS INC.

from
\$6,448.54

From 1 source

DECATUR
PURCH

Includes:

S

Description

Speed Trailer Amber or White

Lou, Pasquarell

From: Mike Martin <mike@msmpublicsafety.com>
Sent: Tuesday, August 31, 2021 3:19 PM
To: Lou, Pasquarell
Subject: RE: On-Site 300 Radar Trailer

LOU-

Two contracts; The lesser priced will be the federal GSA contract. The other is the NYS HIRES contract.

GSA Advantage contract # 47QSWA21D000B

HIRES # PC69031

The HIRES contract is through one of my dealers, SecureWatch24. Same product, same level of support. GSA is much lower priced.

Let me have a copy of the last spec we did or quote, and I'll duplicate it with whichever contract you can purchase from.

I've sold products to many municipalities around the US via the GSA contract.

Mike Martin
Sales Manager
518-441-9480
www.msmpublicsafety.com



MSM PUBLIC SAFETY
PUBLIC SAFETY PRODUCTS

Authorized Distributors & Manufacturer Reps.

NOPTIC[®]
Nighttime Optical Thermal Imaging Camera



DragonEye Technology



From: Lou, Pasquarell <lpasquarell@cliftonpark.org>
Sent: Tuesday, August 31, 2021 12:57 PM

Resolution No. _____ of 2021, a resolution adopting a local law to amend Chapter 59.1 of the Town Code to opt out of that portion of the Marijuana Regulation and Taxation Act of 2021 which would otherwise allow the both the dispensation or retail sales and/or the siting of facilities or businesses for on-site consumption of cannabis products in Clifton Park.

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

WHEREAS, on March 31, 2021, New York State enacted the Marijuana Regulation and Taxation Act (MRTA), legalizing the adult use of recreational cannabis products within the state, and

WHEREAS, pursuant to §131 of the New York State Cannabis Law, local governments are authorized to “opt out” of those provisions of the statute allowing the retail dispensation of cannabis products within each local jurisdiction, and

WHEREAS, also pursuant to §131 of the New York State Cannabis Law, local governments are authorized to “opt out” of those provisions of the statute allowing the on-site consumption of cannabis products within each local jurisdiction, and

WHEREAS, on December 6, 2021, the Town Board held a Public Hearing on a proposal to consider a local law to opt out of those portions of the MRTA and Cannabis Control legislation which legalizes the siting or establishment of businesses or locations for the retail dispensation or sale of cannabis products and/or the on-site consumption of cannabis products within the Town, and

WHEREAS, members of the public were provided an opportunity to speak in favor or against the proposal, and

WHEREAS, Pursuant to Section 24 the Municipal Home Rule Law, and Section 131 of the Cannabis Control Law, the Town Board is authorized to ban both the retail dispensation or sale of cannabis products and the on-site consumption within the Town, and to request that the NYS Office of Cannabis Management, and/or the Cannabis Control Board, refuse to grant or issue licenses for either the retail dispensation and/or the on-site consumption of such products within the Town, and

WHEREAS, the action to adopt a local law to opt out of those provisions of the Cannabis Law constitute a Type II action under SEQRA, and no further action is required; now therefore be it

RESOLVED, that Local Law ___ of 2021, a Local Law amending chapter 59 of the Town Code, is hereby adopted, as attached, and be it further

RESOLVED, that the Town Clerk file said local law with the New York State Department of State as required by law; and be it further

RESOLVED, that the Town Attorney file said local law with the Office of Cannabis Management pursuant to statute, and be it further

RESOLVED that this resolution is passed subject to Permissive Referendum pursuant to Section 131 of the Cannabis Law, and pursuant to Section 24 of the NYS Municipal Home rule Law.

RESOLVED, that this local law shall take effect pursuant to the above referenced statutes.

Local Law No. __ of 2021

A local law opting out of retail sales and/or dispensation of cannabis products, and adult use cannabis on-site consumption.

Local Law No _____ of the year 2021

A local law to opt out of allowing retail sales and/or dispensation of cannabis products, and to opt out of allowing on-site consumption sites as authorized under Cannabis Law Article 4

Be it enacted by the Town of Clifton Park County of Saratoga as follows:

That Chapter 59.1 of the Town Code is hereby amended as follows:

Section 1. Legislative Intent

It is the intent of this local law to opt out of allowing retail sales, and/or the on-site consumption of cannabis in the Town of Clifton Park that would otherwise be allowed under Cannabis Law Article 4.

Section 2. Authority

This local law is adopted pursuant to Cannabis Law § 131 which expressly authorizes the Town Board to adopt a local law requesting the Office of Cannabis Management to prohibit the establishment of cannabis retail sales licenses, and/or licenses for on-site consumption of cannabis within the jurisdiction of the Town and is subject to a permissive referendum, pursuant to Municipal Home Rule Law § 24.

Section 3. Local Opt-Out

- (a) The Town Board of the Town of Clifton Park hereby opts out of the provisions of the Cannabis Laws that allow the retail sale or distribution of cannabis products within the Town's Jurisdiction.
- (b) The Town Board hereby requests that the Office of Cannabis Management prohibit the establishment of retail sales dispensaries, stores or locations, for the sale or distribution of cannabis products within the Town of Clifton Park, Saratoga County, New York.
- (c) The Town Board of the Town of Clifton Park hereby opts out of the provisions of the Cannabis Laws that allow on-site cannabis consumption sites from being established and operated within the Town's jurisdiction.
- (d) The Town Board hereby requests that the Office of Cannabis Management prohibit the establishment of on-site locations, facilities, sites, or businesses for the consumption of cannabis products within the Town of Clifton Park, Saratoga County, New York.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Permissive Referendum/Referendum on Petition

This local law is subject to a referendum on petition in accordance with Cannabis Law § 131 and the procedure outlined in Municipal Home Rule Law § 24.

Section 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Supervisor CONTACT: P. Barrett

REQUESTED MEETING DATE: 12/13/2021 (Subject to approval. Submissions received after 5:00 pm on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Approve Local Law No. __ of 2021 to opt out of retail sales licenses of cannabis products and/or licenses for on-site consumption per MRTA

BUDGET #: _____

BUDGET DESC: _____

\$ AMOUNT: _____

*****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda***

ADDITIONAL COMMENTS/DETAILS

Public hearing held 12/6/2021

**Typical Submission dates are the Tuesday prior to the meeting, however, may be subject to change due to holiday schedules.*

Resolution No. _____ of 2021, a resolution adopting Local Law No. ____ of 2021, amending the boundaries of Vischer Ferry Nature & Historic Preserve (VFNHP) and accepting a consolidated real estate permit from New York State Canal Corporation.

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

WHEREAS, the Vischer Ferry Nature & Historic Preserve was established in 1977, after the Town petitioned for, and received a permit for the use and occupancy of New York State Canal Corporation lands for nature preserve purposes, and

WHEREAS, the Town has received additional permits for the construction of The Old Erie Canal Towpath, both east and west of Ferry Drive, as well as more recent permits for upgrades to improve pedestrian access to the Clute's Dry Dock and Bridge Area, and other projects, and

WHEREAS, the subsequent permits (C-13638, C-13808, and C-14081) expanded the Town's management area within the Preserve, and resulted in increased uses, recreation and enjoyment of the preserve lands, and

WHEREAS, the New York State Canal Corporation has offered to issue an updated and consolidated Real Estate Permit, and associated descriptive map, over canal lands under Town management, generally described as all lands of the Canal Corporation from the Halfmoon Town Line on the East, to Frank Street on the West in Clifton Park, as described in the attached Permit No. C-OC-202100217 and

WHEREAS, the Town has also acquired over 67 additional acres of land adjacent to the permitted canal lands for nature preserve purposes since 2001, and

WHEREAS, the Town Board wishes to accept the consolidated Real Estate Permit and associated map from the New York State Canal Corporation identified above, and to amend Chapter 152 of the Town Code to incorporate the Town acquired lands into the Vischer Ferry Nature & Historic Preserve for the Town's management and stewardship, and to update the regulations within the consolidated Preserve, and

WHEREAS, the action to accept the Canal Corporation permit and to amend Chapter 152 of the Town Code is a Type II action under SEQRA, which requires no further review; now therefore, be it

RESOLVED, that the Supervisor is authorized to accept and execute the attached Real Estate Permit, No. C-OC-202100217, from the New York State Canal Corporation, and be it further

RESOLVED, the Town Board hereby adopts Local Law No. _____ of 2021, a local law amending Chapter 152 of the Town Code, attached, and be it further

RESOLVED, that the Town Clerk file said local law with the New York State Department of State as required by law; and be it further

RESOLVED, that this local law shall take effect January 1, 2022.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 152

Nature Preserves

[HISTORY: Adopted by the Town Board of the Town of Clifton Park 2-26-1979 by L.L. No. 5-1979; amended in its entirety 6-18-2007 by L.L. No. 5-2007. Subsequent amendments noted where applicable.]

§ 152-1 Purpose and definition.

- A. The Town recognizes the unique characteristics and benefits to the Town of nature preserves within its borders, and wishes to establish regulations for the use of nature preserves owned or under management by the Town. These regulations shall apply to the Dwaas Kill Nature Preserve, the Vischer Ferry Nature and Historic Preserve, the North Woods Nature Preserve (former Round Lake Reservoir lands), Riverview Nature Preserve and all other nature preserves now owned, managed, or subsequently acquired, designated, or established by the Town of Clifton Park.
- B. The Town of Clifton Park finds and determines that these nature preserves offer unique combinations of undeveloped land, scenic vistas and/or open space which can provide for management and preservation of rare, threatened or endangered species of flora and fauna, provide habitat for birds, fish and other wildlife, permit the study of the natural sciences including biology, botany, ecology, entomology, ecology and geology, and to provide areas for passive, nonmotorized recreational uses including but not limited to educational activities, walking, fishing, hiking, photography, cross-country skiing and snowshoeing.
- C. Preserves may be maintained, altered or modified by the Town to preserve, improve, alter or enhance their character, desirability and usefulness to the people of the Town, consistent with the purposes stated herein.

§ 152-2 [Boundary descriptions.] Vischer Ferry Nature and Historic Preserve.

[A] The "Vischer Ferry Nature and Historic Preserve, was originally established in 1977 on lands of the New York State Canal Corporation, for nature preserve and recreational purposes, made possible by the issuance of a Use and Occupancy permit to the Town from the New York State Canal Corporation. Lands encompassed within the Preserve were expanded through the issuance of subsequent permits from the Canal Corporation, to the Town, and by land acquisitions made by the Town.

§ 152-2 Boundary descriptions.

- A. Vischer Ferry Nature and Historic Preserve. The Vischer Ferry Nature and Historic Preserve, property to be used only for the purposes of recreation and historical and nature preservation, hereinafter designated as the "Vischer Ferry Nature and Historic Preserve," shall be generally defined as the area of land in the Town of Clifton Park, Saratoga County, that is bordered by the Mohawk River on the south, Lock 19 of the Old Erie Canal on the west, Riverview Road on the north and a line running near the Clute Dry Dock on the east and that is further defined on the map which is part of the official agreement between the New York State Department of Transportation and the Town of Clifton Park dated April 7, 1977, New York State Department of Transportation Waterways Maintenance Subdivision Permit No. 77-02-10.]

B Boundary:

The Vischer Ferry Nature and Historic Preserve consists of Lands encompassed by Real Estate Permit C-OC-202100217, issued by the New York State Canal Corporation to the Town on , [DATE] , including 600+ acres of NYS canal lands adjacent to the Erie Canal Land generally bounded on the East by the Town of Halfmoon and on the West by Frank Street in Clifton Park, as shown on the map associated with the Permit and attached hereto and incorporated into this chapter.

Also included within the Vischer Ferry Nature Preserve are the following lands acquired by the Town of Clifton Park for Park and Nature Preserve purposes:

1 SBL 293.-2-1, 24.8 Acres acquired on December 10, 2001 for Nature Preserve purposes (Resolution 260 of 2001)

2.SBL 288.-1-76; 2.84 acres acquired for Park and Preserve purposes on October 27, 1997 per Resolution 214 of 1997

3. SBL 288.-1-48.1; 15 Acres acquired March 12, 2003 for Park and Preserve purposes per resolution 308 of 2003.

4. SBL 287.16-1-18 , acquired April 28, 2006, pursuant to resolution 84 of 2006 for Park and Nature Preserve purposes

5. SBL 288.-2-31, acquired April 28, 2006, pursuant to resolution 84 of 2006 for Park and Nature Preserve purposes

C Uses

The Vischer Ferry Nature Preserve lands shall be for use as a nature and historic preserve, for the purposes of recreation, historic and nature preservation, including: the maintenance of the hiking trails , footbridges, kayak launches, kiosks, parking areas and related recreational uses.

D [§ 152-3] **Hunting and discharge of firearms restricted.**

Hunting shall be restricted within The Vischer Ferry Nature Preserve. Within the Vischer Ferry Nature and Historic Preserve only, hunting shall be restricted to the use of shotguns for duck hunting only, said hunting being limited to the first seven calendar days of duck hunting season as established by the State of New York. Discharge of firearms, or bows of any type, for hunting, target shooting or any other purpose during any time of the year other than as set forth above relative to waterfowl hunting, is prohibited. Hunting is allowed to the exclusion of all other uses, recreational or otherwise, during the above-described seven-day period. [Hunting and any discharge of firearms is prohibited at any other publicly owned nature preserve.]

B. Dwaas Kill Nature Preserve. The Dwaas Kill Nature Preserve shall only be used for the purposes of recreation and historic and nature preservation, is hereinafter designated as the "Dwaas Kill Preserve" and shall generally be defined as the area of land of approximately 248.485 acres that is bordered on the south by Kinns Road, north by the Canadian Pacific Railway Company (formerly the Delaware and Hudson Railroad) rail line, to the east by Pierce Road, and to the west by Carlton Road, and that is further defined by a subdivision plan/survey map on file with the Town Clerk dated July 21, 2005.

C. North Woods Nature Preserve (former Round Lake Reservoir Lands). The North Woods Nature Preserve formerly known as the "Village of Round Lake Reservoir property," shall only be used for the purposes of recreation and historic and nature preservation, is hereinafter designated as the "North Woods Nature Preserve" and shall generally be defined as the area of land of approximately 80.746 acres that is bordered on the south by West Terrace Court, Burning Bush Boulevard, and Brier Court, to the north by Shadow Wood Way, to the east by Forest Drive and to the west by South Hollow Road and

Blue Spruce Lane, and that is further defined by a survey map on file with the Town Clerk dated October 25, 2003.

- D. Riverview Nature Preserve. The Riverview Nature Preserve is approximately six acres, along the south side of Riverview Road, bounded by Riverview Orchards to the west, residences of Brian Drive to the east, and lands of New York State Canal Corporation along the southern boundary. The Mohawk River is along the strip of Canal Corporation land along the preserve's southern boundary.

§ 152-3 Hunting and discharge of firearms restricted.

Hunting and any discharge of firearms, or bows of any type, are prohibited within any Nature Preserve owned, or managed, by the Town of Clifton Park.

§ 152-4 Motorized vehicles restricted.

Motorized vehicles or crafts of any sort, except for emergency vehicles and vehicles operated by police, environmental conservation officers, town officials or others designated by them on official business, are banned from the nature preserves. This shall include motor vehicles, all-terrain motorized vehicles, snowmobiles, trail bikes, motorcycles, motor boats or any other motor-driven craft. This shall not apply to wheelchairs or motorized vehicles designed to enable an individual with a disability.

§ 152-5 Nature preserves hours.

The nature preserves shall be open for general public use from 1/2 hour before sunrise to 1/2 hour after sunset. These hours may be varied by the Town Supervisor for special events. These hours shall not conflict with time periods set forth from time to time by the New York State Department of Environmental Conservation or the United States Fish and Wildlife Service for the regulation of waterfowl hunting seasons and hours.

§ 152-6 Prohibited acts.

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

- A. Utilize or make use of any preserve within the Town except during the hours set forth in this article.
- B. Use or utilize any preserve within the Town for any act or use which is prohibited by this article.
- C. Vandalize, spray paint, break, or damage any property, fixture, building, facility, improvement or structure, or any trees, shrubbery, landscaping materials, and the like in any nature preserve within the Town.
- D. Operate any motor vehicle of any sort on any field, court, park or recreational facility other than for official purposes and in designated areas. This shall include motor vehicles, all-terrain-motorized vehicles, snowmobiles, motorized-trail bikes, motorcycles, or any other motor-driven craft.
- E. Except for lawful hunting and fishing as permitted herein, it shall be unlawful and a violation for any person to harass or harm wildlife, or to permit his or her dog or other domestic pet to do so.
- F. Use or ignite fireworks of any kind, including sparkling devices as defined in Subparagraph (vi) of Subdivision (a) of Paragraph 1 of § 270.00 of the New York State Penal Law, as referenced in § 156-h of the New York State Executive Law. **[Added 8-17-2015 by L.L. No. 9-2015]**
- G. Except for Duck Hunting as described in Section 152-D, above, within the Vischer Ferry Nature Preserve, the discharge of all firearms, rifles, or bows of any type is strictly prohibited within Nature

Preserves within the Town of Clifton Park.

- H The removal, destruction, or defacement of any signs or postings prohibiting trespass or hunting with any Nature Preserve owned or managed by the Town of Clifton Park is strictly prohibited.

§ 152-7 Penalties for offenses.

[Amended 9-8-2020 by L.L. No. 6-2020]

Any person found to have violated any of the provisions of this chapter shall be guilty of a violation and shall be subject to the following:

- A. For a first offense, a civil penalty not to exceed [~~\$250,~~] \$500.00 in addition to restitution for damage to preserve property.
- B. For a second offense committed within a period of 18 months, a civil penalty not to exceed \$1,000, in addition to restitution for any damage to preserve property.

§ 152-8 Town security officers.

[Amended 9-8-2020 by L.L. No. 6-2020]

The town security officers are authorized to provide for compliance with this chapter and hereby authorized to issue and serve appearance tickets and to participate in the prosecution of any offenses found in this chapter.

§ 152-9 Written plea agreements.

[Added 9-8-2020 by L.L. No. 6-2020]

Appearance tickets issued under this chapter may be resolved by written plea agreement lodged with the court, subject to judicial approval, for individuals represented and unrepresented by counsel. Electronic signatures, scanned or photocopied signatures on plea agreement forms shall be presumptively reliable.



Canal Corporation

REAL ESTATE PERMIT

Permit No: C-OC-202100217

Plate No.	3506	Permittee Name	TOWN OF CLIFTON PARK
Use Code	TRL	Address	ONE TOWN HALL PLAZA CLIFTON PARK, NY 12065
CPM No.	CPM-E-10-13	Telephone Number	(518)371-6667
CL Sta.	560+00 - 870+00	Property Description	600+ acres of Erie Canal land generally within the Vischer Ferry Nature & Historic Preserve in the Town of Clifton Park
Side	North	Property Location	Erie Canal-CPM-E-10-13-560+00 - 870+00-North
Parcel Nos.	Numerous	Town/Village/City	Town of Clifton Park
Buoy No.	52 - 27A		
County	Saratoga		
Latitude/Longitude	42.796906/-73.849100		

GENERAL PERMIT CONDITIONS

1. Permit to use and occupy the above identified New York State Canal Corporation property for the purpose of:

Developing and Maintaining the Vischer Ferry Nature & Historic Preserve and trail system consisting of 600+ acres adjacent to Erie Canal land for recreation and historic/nature preservation. The permit area is generally bounded on the east by the Town of Halfmoon and on the west by Frank Street in Clifton Park, and consists of trails, footbridges, kayak launches, kiosks, parking areas and other public recreational amenities.

This permit shall not be assigned or transferred without the prior written consent of the Canal Corporation. Any attempt to assign, transfer or convey any right, title or interest to the above identified property without such prior written consent will be considered grounds for the automatic revocation of this permit.

2. The fee for this use and occupancy permit shall be \$0.00 per year, beginning November 01, 2021. The Permittee agrees that if the fee is not paid within fifteen (15) days after it has become due, a late charge of two (2) percent per month on the outstanding balance will be due and owing to the New York State Canal Corporation.

Failure to pay the permit fee within fifteen (15) days after it has become due shall be grounds for immediate revocation hereof, which revocation shall be exercised at the sole discretion of the Canal Corporation.

3. Upon payment of the initial permit fee, a canal identification plate will be provided to the Permittee. The canal identification plate must be attached to a stationary object and it must be conspicuously visible from the water.

4. The fee is due at the beginning of the permit period and each succeeding year thereafter unless otherwise stated. The fee by check, bank cashier's check or money order, is payable to the New York State Canal Corporation within thirty (30) days of the date of invoice, at:

New York State Canal Corporation
Post Office Box 22058
Albany, New York 12201-2058

5. The Permittee is responsible for (a) all property repairs, improvements, and maintenance; (b) compliance with applicable Federal, State and local laws, ordinances, codes, and rules and regulations including but not limited to complying with the building code and obtaining local building permits required; and (c) obtaining all other required permits from Federal, State, and local agencies, including, but not limited to, the U.S. Army Corps of Engineers, New York State Department of Environmental Conservation, and Town or City Departments.

6. The Permittee agrees (a) to allow the New York State Canal Corporation, the Power Authority of the State of New York or their representatives to inspect periodically the permit area; (b) to indemnify and to hold harmless the People of the State of New York, the New York State Canal Corporation and the Power Authority of the State of New York from any loss or claim by reason of any use or misuse of the permit area; (c) to maintain the property in a neat, clean, and sanitary condition; (d) not to sub-rent nor assign the permit area; (e) not to place or store any hazardous or toxic materials, as defined in applicable State and Federal laws, on the permit area; and (f) not to make any alterations, excavations, modifications, or improvements of any kind without written permission from the New York State Canal Corporation.

7. The Permittee agrees to provide a certificate of general liability insurance in the amount of \$2,000,000.00 (combined property damage and/or bodily injury, including death) single limit per occurrence for the protection of the Permittee, the People of the State of New York, the New York State Canal Corporation, and the Power Authority of the State of New York, listed as additional insured. General liability insurance, and if applicable any other insurance requirements are to be provided by an insurance company licensed in New York State. **The insurance company is required to provide thirty-day written notice of cancellation to the Canal Corporation.**

8. Neither the New York State Canal Corporation nor the Power Authority of the State of New York shall be responsible for any loss of real property or personal property.

9. This permit can be revoked by the Canal Corporation or terminated by the Permittee upon thirty (30) days written notice, whereupon it shall be the responsibility of the Permittee to remove, at Permittee's expense, all structures and works located in the permit area. Upon failure of the Permittee to remove such works and structures, the New York State Canal Corporation or its representatives may without further notice summarily enter upon and remove from said premises any and all encroachments and property of the Permittee at the Permittee's own cost and expense.

10. The Permittee understands that the annual fee may be increased from time to time, at the sole discretion of the Canal Corporation. Failure to pay the increased fee will result in the permit's revocation.

11. In accordance with all applicable statutes, the Permittee agrees not to discriminate because of race, creed, color, sex, national origin, age, disability, or marital status against anyone who uses the permit area or gains access to the permit area if the premises are used for public accommodation or as a public service.

12. A map of the permit area is attached.

13. No right, title, ownership, or interest of any kind in the property is granted by this permit. The Permittee will not claim such by prescriptive right or otherwise.

14. The area under permit shall exclude the right-of-way of any trail constructed or sanctioned by the New York State Canal Corporation. The Permittee shall not restrict or in any way impede the use of said trail.

15. In addition to the above listed standard conditions, this permit is also subject to the special conditions listed below as/if applicable under, "OTHER CONDITIONS," which are hereby incorporated into this document up to the notation of, "END OF OTHER CONDITIONS."

The permit provisions are severable. If any permit provision is held invalid, it will not affect the remaining permit provisions.

IN CONSIDERATION of the granting of this permit, the undersigned accepts all the described conditions of this permit as well as the Rules and Regulations of the New York State Canal Corporation and the Canal Corporation Occupancy and Work Permit Accommodation Guidelines (TAP 922) which are incorporated as though stated fully in this permit. Any conflict between the conditions described in this permit and the Codes, Rules and Regulations of the New York State Canal Corporation or the Occupancy and Work Permit Accommodation Guidelines shall be resolved in favor of the Codes, Rules and Regulations or Canal Corporation Occupancy and Work Permit Accommodation Guidelines.

ACCEPTANCE OF PERMIT:

Date _____
Signature of Permittee

ACCEPTANCE OF PERMIT:

Date _____
Signature of Permittee (If Joint Application)

APPROVAL

Approval is recommended in accordance with the above described Rules and Regulations of the New York State Canal Corporation and the Canal Corporation Occupancy and Work Permit Accommodation Guidelines (TAP 922) which are incorporated as though stated fully in this permit.

OFFICIAL SIGNATURE:

Date _____
Supervisor, Real Property Management

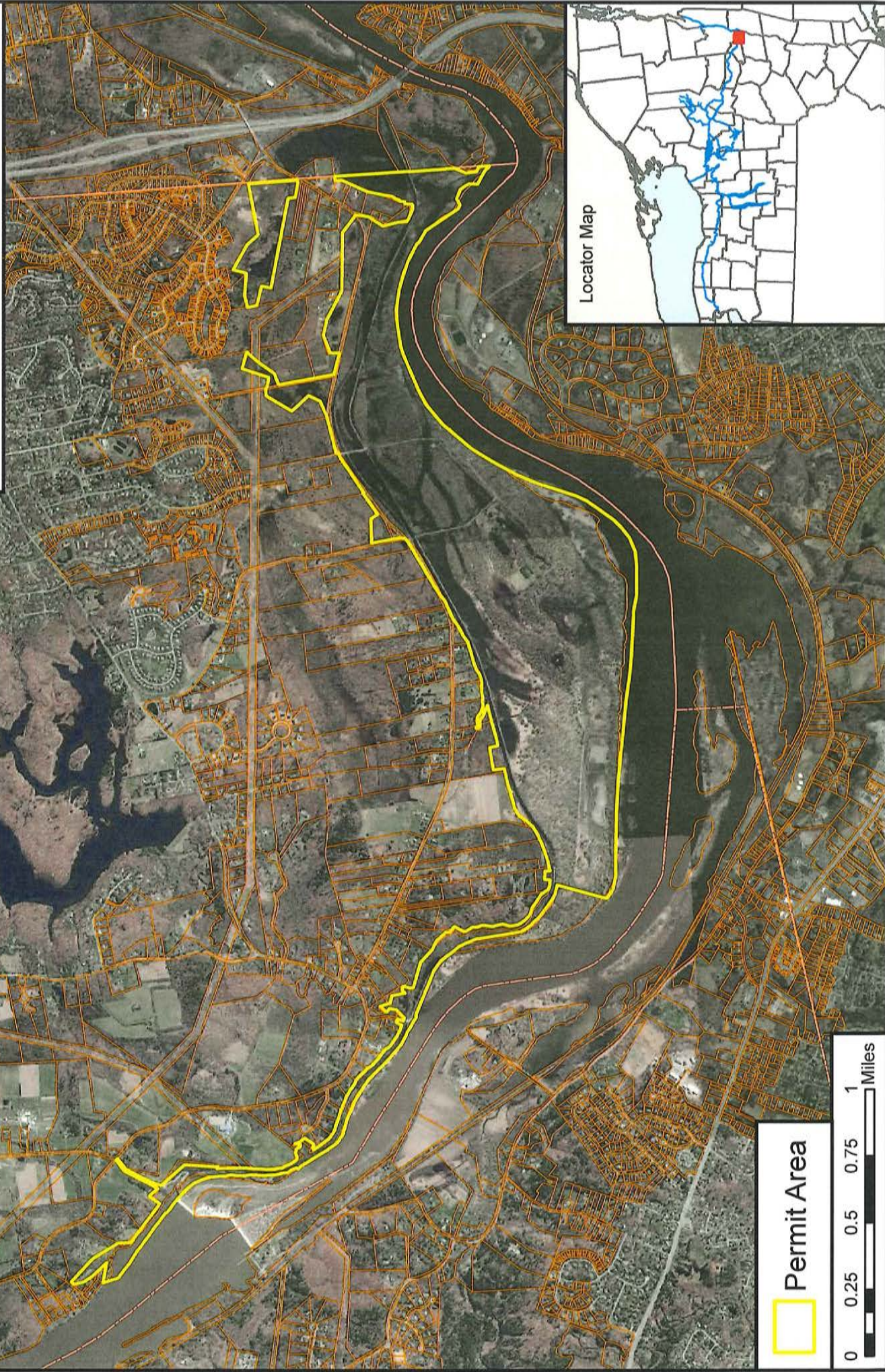
OTHER CONDITIONS

1. This permit supersedes and replaces Canal permits C13638, C13808, and C14081.
2. The Permittee acknowledges that this is a non-exclusive permit, and that their approved use cannot conflict with permits previously granted over the permit area. Additionally, the Canal Corporation reserves the right to issue new permits to adjoining owners.
3. The issuance of this permit does not bind or commit the Canal Corporation to any future course of action or guarantee that the Canal Corporation will enter into any type of agreement with the Permittee regarding this property.
4. Other than the permitted items reviewed, approved, and listed above; no additional improvements, structures, modifications, amendments, grading, cutting, filling or any form of earthwork are allowed within the permit area without written permission from the NYS Canal Corporation's Regional Canal Engineer.
5. All canal property used under this permit must be returned by the Permittee to as good or better condition than before the project, as determined by the Eastern Region Canal Engineer.
6. The permittee is responsible for any environmental clean-up work resulting from their operations on canal land. This includes but is not limited to spills and/or soil contamination.
7. The permittee shall continue to coordinate the aesthetic features of their project with both the State Historic Preservation Office (SHPO) and the Canal Corporation prior to construction. It is the permittee's responsibility to ensure that the project meets the historic expectations of SHPO.
8. The Town of Clifton Park is authorized to allow or prohibit hunting on the Canal lands covered by this permit including the authority to post, police and enforce its rules related to hunting.
9. The Town shall have the authority and jurisdiction to post all areas within the permitted lands to prohibit hunting, including within the UDS area, except for the Duck hunting season as limited by the Town. The Town acknowledges that the Canal Corporation's UDS site, as shown on the Permit Map, is excepted from the premises permitted to the Town for recreational purposes however, the Town may post the UDS and allow or prohibit hunting in the UDS consistent with its management over all the other canal lands covered by this permit.

END OF OTHER CONDITIONS



Vischer Ferry Nature & Historic Preserve
Permit C-OC-202100217
Permit Consolidation C13638, C13808, C14081
Town of Clifton Park, County of Saratoga
November 2021



 Permit Area



Locator Map

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Supervisor CONTACT: P. Barrett

REQUESTED MEETING DATE: 12/13/2021 *(Subject to approval. Submissions received after 5:00 pm on the deadline date* may be delayed to the next meeting)*

BRIEF DESCRIPTION

Adopt a local law amending the Vischer Ferry Nature and Historic Preserve Boundaries and accepting a permit from New York State Canal Corporation, supersedes Permits C13638, C13808, and C14081

BUDGET #: _____

BUDGET DESC: _____

\$ AMOUNT: _____

*****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda***

ADDITIONAL COMMENTS/DETAILS

PH held 10/18/2021
Ch 152 Nature Preserves amendments
Permit C-OC-202100217 and Map from NYS Canal Corp

**Typical Submission dates are the Tuesday prior to the meeting, however, may be subject to change due to holiday schedules.*

Resolution No. _____ of 2021, a resolution authorizing a no-cost time extension to the existing contract with Best Paving and Seal Coating Inc. for the Riverview Park District Athletic Court Reconstruction Project.

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

WHEREAS, the Town has an existing grant contract with Best Paving and Seal Coating, authorized by Resolution No. 134 of 2021 (on June 7, 2021) for improvements to the sports courts in the Riverview Park District; and

WHEREAS, the Project experienced a longer than anticipated process due to adverse weather conditions, requires that the contract be completed in Spring, 2022, and

WHEREAS, the Town Board wishes to extend the agreement with Best Paving to provide additional time to complete the construction phase; now, therefore be it

RESOLVED, that the Supervisor is authorized to sign the attached no-cost time extension with Best Paving and Seal Coating, 1349 Broadway, Menands to provide additional time for the construction phase.

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Supervisor CONTACT: P. Barrett

REQUESTED MEETING DATE: 12/13/2021 (Subject to approval. Submissions received after 5:00 pm on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Authorize a no-cost time extension to existing contract with Best Paving for the Clifton Park Athletic Courts Project

BUDGET #: _____

BUDGET DESC: _____

\$ AMOUNT: _____

****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda**

ADDITIONAL COMMENTS/DETAILS

**Typical Submission dates are the Tuesday prior to the meeting, however, may be subject to change due to holiday schedules.*

_____ 6

2021 CHANGE ORDER

BEST Paving & Seal Coating Inc.
1349 Broadway Albany, New York 12204
Phone: (518) 434-2223 E-mail: office@bestpavinginc.com

DATE: December 1, 2021
JOB NAME: Clifton Park Athletic Courts Replacement
JOB LOCATION: Clifton Park
FIRM NAME: Clifton Park
CONTACT: _____ PH#: _____
PROJECT ESTIMATOR: RICHARD BEST

TYPE OF WORK SUBCONTRACTED FOR (LABOR/MATERIAL/EQUIPMENT):
Price is based on NYS Liquid Asphalt Index per US Ton for 2021-2022.
SCOPE OF WORK: ASPHALT PAVING PROPOSAL ONLY - SEE BELOW SCOPE OF WORK:

Change Order:
Job #: Clifton Park Athletic Courts Replacement

The new substantial completion date will be May 31, 2022 and final completion date will be June 30, 2022

NO COST CHANGE ORDER FOR EXTENSION OF TIME

DATE: 12/6/21 SIGNED:  TITLE: Pres.

DATE: _____ SIGNED: _____ TITLE: Town Supervisor

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

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

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

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

Section 14. This resolution shall take effect immediately.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Resolution No. 134 of 2021, a resolution awarding the contract for improvements to the sports courts at the Riverview Park District to Best Paving of Menands, New York.

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

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

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

WHEREAS, Best Paving & Sealcoating, 1349 Broadway, Menands, NY, submitted the lowest bid to replace the sports courts in an amount not to exceed \$399,800, and

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

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

RESOLVED, that the Supervisor is authorized to sign the contract documents for replacing the courts in the Riverview Park District, not to exceed \$404,270; and be it further

RESOLVED, that the proceeds from the bond resolution, authorized in Resolution No. 133 of 2021, be used to pay for the improvements.

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Meg Springli

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Wednesday, December 1, 2021 3:47 PM
To: Meg Springli
Subject: FW: Clifton Park Athletic Courts Replacment
Attachments: 2021Change Order 2 CP Athletic Field.doc

Consider this for the 12.13.21 agenda.

From: Richard Best <office@bestpavinginc.com>
Sent: Wednesday, December 1, 2021 3:22 PM
To: John Lyon <jlyon@edpllp.com>
Cc: Joe Dannible <jdannible@edpllp.com>; Tom McCarthy <TMcCarthy@cliftonpark.org>; Dan Clemens <DClemens@cliftonpark.org>
Subject: Re: Clifton Park Athletic Courts Replacment

From: John Lyon <jlyon@edpllp.com>
Sent: Wednesday, December 1, 2021 8:19 AM
To: Richard Best <office@bestpavinginc.com>
Cc: Joe Dannible <jdannible@edpllp.com>; Tom McCarthy <Tmccarthy@cliftonpark.org>; Dan Clemens <dclemens@cliftonpark.org>
Subject: Clifton Park Athletic Courts Replacment

Marry and Rich,

That is good news for the striper to be on site today. Let's hope that the weather cooperates in order to get the temporary line striping done. Please be sure to keep EDP in the loop on all work that is scheduled.

We still need the no cost change order for the extension of time. This contract is in default as of **November 6th 2021**. Please send this over ASAP.

Schedule of the work to be completed. At this point it should be very small but there are still items that we agreed upon that have not been completed.

John Lyon, RLA
Landscape Architect



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

Resolution No. _____ of 2021, a resolution establishing the position of the Director of Animal Control and promoting Teresa Cook to the position.

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

WHEREAS, by Resolution No. 262 of 2012, the Town Board established the Department of Public Safety and transferred the Animal Control Officers to the department, and

WHEREAS, Terri Cook was appointed as a full time Animal Control Officer by Resolution No. 226 of 2013, and

WHEREAS, since that time, Ms. Cook has expanded the office of Animal Control's enforcement activities, including assisting the Saratoga County District Attorney and Town Attorney's office with prosecution and enforcement related judicial procedures, and

WHEREAS, Ms. Cook has increased patrols and monitoring of the Town's parks and facilities, and has reduced a significant backlog of animal control cases, and has successfully administered shared services agreements with the Town of Halfmoon and City of Mechanicville, and

WHEREAS, the Town Board wishes to establish the position of Director, Animal Control, and promote Teresa Cook to the position; now, therefore be it

RESOLVED that the position of Director, Animal Control is hereby established within the Town; and be it further

RESOLVED, that the Director, Animal Control will handle all administrative duties of the Animal Control Office, and will report to Supervisor Barrett; and be it further

RESOLVED, that Teresa Cook (139 Raylinsky Road, Ballston Lake) is promoted to the position of Director, Animal Control, effective January 1, 2022 to be compensated at Grade 7, Step 3; and be it further

RESOLVED that the Comptroller is authorized to transfer \$874 from A-03510-E4000 (General Fund – Animal Control – Part Time Employees) to A-03510-E0510 (General Fund – Animal Control – T. Cook) in the 2022 budget.

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mpringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Supervisor CONTACT: P. Barrett

REQUESTED MEETING DATE: 12/13/2021 (Subject to approval. Submissions received after 5:00 pm on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Create the position of Director of Animal Control
Appoint Teresa Cook as Director of Animal Control

BUDGET #: A-03510-E0510

BUDGET DESC: General Fund - Animal Control - T Cook

\$ AMOUNT: 874.00

****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda Mark E. Heggen**

ADDITIONAL COMMENTS/DETAILS

Grade 7, Step 3, Year 1. Additional funds of \$874 to come from a transfer from A-03510-E4000 (General Fund - Animal Control - Part Time Employees) to A-03510-E0510 (General Fund - Animal Control - T Cook) in the 2022 budget.

**Typical Submission dates are the Tuesday prior to the meeting, however, may be subject to change due to holiday schedules.*

Civil Service Law: Section 22: Certification for new positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the positions, shall be referred to the Personnel Officer and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the Personnel Officer.

Saratoga County Human Resources Department
BALLSTON SPA, NEW YORK

NEW POSITIONS DUTIES STATEMENT

Department head or other authority requesting the creation of a new position shall prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit.

1. DEPARTMENT	BUREAU, DIVISION, UNIT OR SECTION	LOCATION OF POSITION
ANIMAL CONTROL		5 MUNICIPAL PLAZA CLIFTON PARK

2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job.

PERCENT OF WORK TIME	Job Title: Director, Animal Control
25%	Enforces Town Code and NYS Agriculture & Markets Laws re dog licensure, provides 10 day notice of dog license requirements, issues appearance tickets and support to Town Attorney and court personnel. Includes same on work with partner municipalities pursuant to shared services agreements.
25%	Responding to and investigating complaints of barking dogs, or dogs running at large, feral cat issues and concerns regarding small animals, deer, fox , and similar. Seizes and impounds stray and dangerous dogs, locates owners through searches and investigation picking up and disposing of dead dogs and cats tranquilizes uncontrollable animals
20%	Schedule office staff for regular coverage, vacation coverage, and coverage for partner municipalities pursuant to shared service agreements.
15%	Patrol Town Parks, dog parks.
15%	Support for and assist NY State Police, Saratoga County Sheriff, local fire departments, Public Health, DEC and other Town Departments as necessary.

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3. Names and Titles of Persons Supervising this position (General, Direct, Administrative, etc.)

NAME	TITLE	TYPE OF SUPERVISION
Phil Barrett	Town Supervisor	General direction and oversight

4. Names and Titles of Persons Supervised by Employee in this position

NAME	TITLE	TYPE OF SUPERVISION
David Drozinski	Part time Animal Control Officer	Direct
Victoria Hanna	Part time Animal Control Officer	Direct

5. Names and Titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	TYPE OF SUPERVISION

6. What minimum qualifications do you think should be required for this position?

Education: High School High School Diploma or GED

College _____ years, with specialization in _____

Other _____ years, with specialization in _____

Experience: (List amount and type)

One year experience working with or caring for dogs, cats and other domestic animals, working knowledge of small animal wildlife

Essential knowledges, skills and abilities: good communication skills, basic computer/word processing skills

Type of license or certificate required:

NYS Drivers License

7. The above statements are accurate and complete.

Date:

Title:

Signature:

CERTIFICATE OF PERSONNEL OFFICER

8. In accordance with the provisions of Civil Service Law, Section 14, subdivision 8-a the _____ Personnel Officer certifies that the appropriate civil service title for the position described is _____.

Date:

Signature:

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY

9. Creation of described position

- Approved
- Disapproved

Date:

Signature:

Resolution No. 262 of 2012, a resolution establishing the position of Director of Safety and Security for the Town of Clifton Park.

Introduced by Councilman Romano, who moved its adoption, seconded by Councilwoman Walowit.

WHEREAS, it is necessary to establish the position of Director of Safety and Security to oversee the administrative duties of the Security, Safety and Animal Control Departments in the Town of Clifton Park, and

WHEREAS, the Saratoga County Civil Service Commission has approved the job title of Director of Safety and Security for the Town of Clifton Park per attached Schedule A; now, therefore, be it

RESOLVED, that the position of Director of Safety and Security is hereby established for the Town of Clifton Park.

Supervisor Barrett said the position of Safety Officer is being defunded and a new position of Director of Safety and Security created. He recommended that Lou Pasquarell, current Safety Officer, be placed in the new position which appointment will be part of the organizational meeting.

ROLL CALL VOTE

Ayes: Councilman Whalen, Councilman Hughes, Councilman Romano, Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Resolution No. 263 of 2012, a resolution establishing the position of a part-time Animal Control Officer for the Town of Clifton Park.

Introduced by Councilwoman Walowit, who moved its adoption, seconded by Councilman Romano.

WHEREAS, an additional part-time Animal Control Officer is needed for the Town of Clifton Park, and

WHEREAS, the Saratoga County Civil Service Commission has approved the job title of part-time Animal Control Officer for the Town of Clifton Park per attached Schedule A; now, therefore, be it

RESOLVED, that the position of part-time Animal Control Officer is hereby established for the Town of Clifton Park.

Supervisor Barrett explained this additional position will allow for more shared on-call hours. It is necessary to have 24/7 coverage. He noted this will be a very part time position in the beginning.

ROLL CALL VOTE

Ayes: Councilman Whalen, Councilman Hughes, Councilman Romano, Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

Resolution No. _____ of 2021, a resolution reclassifying the position of the Principal Typist in the Office of the Town Attorney

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

WHEREAS, by Resolution 167 of 2015, Margaret Springli was transferred to the Town Attorney's Office and promoted to Principal Typist to assist the Attorney's office with administrative duties associated with the Town Board and the Town's legal affairs, and

WHEREAS, since that time, Mrs. Springli has assumed duties and responsibilities including the administration and training relative to the electronic storage and retrieval of town records, and information technology systems, website maintenance and administration, parking enforcement, and provided interdepartmental assistance with a wide variety of upgrade and training issues in areas of software and information technology, and

WHEREAS, the Town Board wishes to re-classify the administrative position within the Town Attorney's Office from Principal Typist to Administrative Assistant, to more appropriately describe the office responsibilities of the position and to acknowledge the contributions made to the Town, and

RESOLVED, that the position of Margaret Springli, Principal Typist, be reclassified as an Administrative Assistant, effective January 1, 2022, and be it further

RESOLVED, that Margaret Springli, [3A Steuben Way, Ballston Lake] is promoted to Administrative Assistant, to be compensated at Grade 7, Step 5, pursuant to the existing collective bargaining agreement and adopted budget, effective January 1, 2022; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$4,859 from A-04010-00140 (General Fund – Health – Special Projects) to A-01410-E0094 (General Fund – Legal – M. Springli).

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Board Member CONTACT: A. Standaert

REQUESTED MEETING DATE: 12/13/2021 *(Subject to approval. Submissions received after 5:00 pm on the deadline date* may be delayed to the next meeting)*

BRIEF DESCRIPTION

Reclassify the position of Principal Typist in the Town Attorney's Office
Promote Margaret Springli to Administrative Assistant

Grade 7 Step 5
Effective January 1, 2022

BUDGET #: A-01410-E0094

BUDGET DESC: General Fund - Legal - M Springli

\$ AMOUNT: 4,859.00

***Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda Mark E. Heggen*

ADDITIONAL COMMENTS/DETAILS

Transfer of 2022 Budget of \$4,859 from A-04010-00140 (General Fund - Health - Special Projects) to A-01410-E0094 (General Fund - Legal - M Springli)

**Typical Submission dates are the Tuesday prior to the meeting, however, may be subject to change due to holiday schedules.*

ADMINISTRATIVE ASSISTANT

DISTINGUISHING FEATURES OF THE CLASS: This is important office management and liaison work involving the planning and coordinating of the non-technical activities of a department or major unit. The work involves handling the details of the business office management procedures, collecting information and data for administrative studies and making recommendations of methods to handle a wide variety of administrative problems. Duties are performed in accordance with general directions, policies and procedures with wide latitude for the exercise of independent judgment. Supervision may be exercised over subordinate personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Serves as secretary and office manager to a department head in a large or important governmental agency;

Reads incoming mail, conducts general correspondence and routes balance to proper official or unit;

Processes and follows up various types of requests and claims;

Coordinates and supervises the maintenance of departmental account-keeping records, personnel records and preparation of payrolls;

Supervises the requisitions, purchase, receipt and inventory of departmental supplies and equipment and the processing of related records;

Secures budget estimate data, makes budget estimate studies, assists in the preparation of the budget and the maintenance of budget control;

Interviews office callers, newspaper reporters, salesmen, and others and furnishes general information about departmental functions and activities;

Maintains contacts with units within a department and with other public and private agencies to assist in solving mutual problems;

Develops improved services and public relations;

Collects and compiles data and statistics, makes organizational workflow and procedures and the solution of administrative problems;

Assists administrative superiors in carrying out specialized services of a department or major unit; May take and transcribe dictation.

FULL PERFORMANCE, KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL

CHARACTERISTICS: Thorough knowledge of office terminology, procedures and methods;

Thorough knowledge of business arithmetic principles and modern practices of office and personnel management; good knowledge of the principles and modern practices of account-keeping and budget control; good knowledge of the functions of local government and the character of relationships between departments and between public and private agencies; ability to organize, assign, coordinate and review the work of clerical subordinates; ability to understand and carry out complex oral and written directions; ability to prepare correspondence and reports; ability to present oral and written comments and opinions clearly and concisely; ability to secure the cooperation of others; ability to deal effectively with the public; ability to readily acquire familiarity with departmental organization, functions, laws policies, and regulations; good judgment in solving complex clerical and administrative problems; initiative and resourcefulness; tact and courtesy, integrity, physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- A. Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in Accounting, Business Administration, Public

Administration or closely related field and one (1) year of business administration experience which must include accounting and budgeting duties; OR

- B. Graduation from a regionally accredited or NYS registered two year college or university with an Associate's Degree in Business Administration, Accounting, Public Administration or closely related field and three (3) years of business administration experience which must include accounting and budgeting duties; OR
- C. Graduation from High School or possession of a general equivalency diploma GED and five (5) years of business administration experience which must include accounting and budgeting duties.

Civil Service Law: Section 22: Certification for new positions. Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the positions, shall be referred to the Personnel Officer and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the Personnel Officer.

Saratoga County Human Resources Department
BALLSTON SPA, NEW YORK

NEW POSITIONS DUTIES STATEMENT

Department head or other authority requesting the creation of a new position shall prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit.

1. DEPARTMENT BUREAU, DIVISION, UNIT OR SECTION LOCATION OF POSITION

2. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job.

PERCENT OF WORK TIME	Job Title:
	<p>TYPICAL WORK ACTIVITIES: (Illustrative only)</p> <p>Serves as secretary and office manager to a department head in a large or important governmental agency;</p> <p>Reads incoming mail, conducts general correspondence and routes balance to proper official or unit;</p> <p>Processes and follows up various types of requests and claims;</p> <p>Coordinates and supervises the maintenance of departmental account-keeping records, personnel records and preparation of payrolls;</p> <p>Supervises the requisitions, purchase, receipt and inventory of departmental supplies and equipment and the processing of related records;</p> <p>Secures budget estimate data, makes budget estimate studies, assists in the preparation of the budget and the maintenance of budget control;</p> <p>Interviews office callers, newspaper reporters, salesmen, and others and furnishes general information about departmental functions and activities;</p> <p>Maintains contacts with units within a department and with other public and private agencies to assist in solving mutual problems;</p> <p>Develops improved services and public relations;</p> <p>Collects and compiles data and statistics, makes organizational workflow and procedures and the solution of administrative problems;</p> <p>Assists administrative superiors in carrying out specialized services of a department or major unit;</p> <p>May take and transcribe dictation.</p>

Resolution No. _____ of 2021, a resolution authorizing a two-year contract for the supply of natural gas with Sprague Energy.

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

WHEREAS, the Town has been presented with options for natural gas pricing , and

WHEREAS, Sprague Energy is a designated supplier for natural gas, and

WHEREAS, energy prices fluctuate on a daily basis and locking in future rates requires that future contracts be executed in a timely manner in response to daily price movements, and

WHEREAS, the Town wishes to establish a Wholesale Natural Gas Supply Contract for 2022 and 2023 to ensure price and budgetary stability for the town's natural gas needs; now, therefore, be it

RESOLVED, that the Town Board ratifies the attached energy supply contract with Sprague Energy executed on December 7, 2021, at a rate of \$0.3921/unit.

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Supervisor CONTACT: P. Barrett

REQUESTED MEETING DATE: 12/13/2021 (Subject to approval. Submissions received after 5:00 pm on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Authorize the Supervisor to sign a 2 year contract for the supply of Natural Gas retroactive to 12/7/2021

BUDGET #: _____

BUDGET DESC: _____

\$ AMOUNT: _____

****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda**

ADDITIONAL COMMENTS/DETAILS

**Typical Submission dates are the Tuesday prior to the meeting, however, may be subject to change due to holiday schedules.*

Tom McCarthy

From: Phil Barrett <PBarrett@cliftonpark.org>
Sent: Monday, December 6, 2021 4:40 PM
To: Tom McCarthy

Think we should go with 24 months. Price have dropped substantially since November and these prices look significantly better than the other company. Trying to view both with a fair assessment. The outlook for the energy supply continues to be tight. Especially when we receive the eventual cold snap.

Here are todays refreshed Natural Gas quotes for Jan'22 start:

Suppliers:	12 months	24 months	36 months
Direct Energy/NRG	\$0.4308	\$0.4268	\$0.4194
Marathon Energy	\$0.4529	\$0.4476	\$0.4288
Sprague Energy	\$0.4023	\$0.3921	\$0.3881

Current Rate	\$0.3933
Current Supplier	Direct Energy/NRG
Annual Usage	29,935 therms
# of Accounts	10

Favorable Supplier: Sprague	Impact	Total Impact
12 months	\$269 more	
24 months	\$36 less per year	\$72 less
36 months	\$156 less per year	\$467 less

Phil Barrett
Clifton Park Town Supervisor

Tom McCarthy

Tom McCarthy

From: Mueller, Stephen <Stephen.Mueller@nrg.com>
Sent: Monday, December 6, 2021 4:02 PM
To: Tom McCarthy
Cc: Guzman, Israel
Subject: Town of Clifton Park -NG Prices

Tom:

As discussed please see updated NGAS.

THX

Steve



Stephen E. Mueller
Sr. Account Executive
Direct Energy Business
66 Michelle Dr Clifton Park NY 12065
Stephen.Mueller@NRG.COM
518-495-7521 Cell

Start: Jan 2022
Term: 12 months
Fixed Pricing: \$4.328/dth
Nymex Plus: \$0.646

Term: 24 months
Fixed Pricing: \$4.299/dth
Nymex Plus: \$0.640

Term: 36 months
Fixed Pricing: \$4.224/dth
Nymex Plus: \$0.634

Annual volume: 2,760 dths
Swing: Full Plant Requirements

<p>Seller: Sprague Operating Resources LLC 185 International Drive Portsmouth, NH 03801 www.spragueenergy.com</p> <p>Account Manager: Jay Thomson</p>	<p>Buyer/Customer: Town of Clifton Park 1 Town Hall Plaza Clifton Park, NY 12065</p> <p>Distribution Utility Account Number(s): See Exhibit A</p>
<p>Attention: Contract Administration Department Phone: (844) 994-3855 Fax: (603) 430-5320 Email: contractadministrationgroup@spragueenergy.com</p>	<p>Attention: Phil Barrett Phone: (518) 371-6651 Fax: Contact Email: pbarrett@cliftonpark.org</p>
<p>Remit Payment To: Sprague Operating Resources LLC PO Box 347514 Pittsburgh, PA 15251-4514</p>	<p>Send Invoice To: 1 Town Hall Plaza Clifton Park, NY 12065 Attn: Phil Barrett Invoice Email: pbarrett@cliftonpark.org</p>
<p>Governing Law: New York.</p>	<p>Service Locations: See Exhibit A</p>
<p>Initial Term: 1/1/2022 to 12/31/2023</p>	<p>Delivery Point: NIMO DTI East NDM Aggregation</p>
<p>Customer Disclosure Statement:</p> <p>Quantity.....Buyer's full requirements for natural gas service at the Service Location(s). Price..... The Contract Price shall be US\$0.3932 per Therm. The Price by utility account is applicable to the volumes specified under Monthly Contract Quantity ("MCQ") shown in Exhibit A plus or minus any imbalances resulting from normal operations. Any volumes consumed outside the specified Initial Term of this Agreement will be invoiced at a market - based rate. Fixed or Variable and, if variable, how the price is determined..... See Price above. Length of the agreement and end date..... See Initial Term above. Process customer may use to rescind the agreement without penalty..... None. Amount of Early Termination Fee and method of calculation..... Cost of Cover as per Section 3, Termination Event. Amount of Late Payment Fee and method of calculation..... Interest at 1.5% per month (or maximum legal rate, if lower). Provisions for renewal of the agreement..... See Section 2, Term. Conditions under which savings to the customer are guaranteed..... None.</p>	
<p>Customer Authorization:</p>	<p>Buyer authorizes Seller to obtain and review information regarding Buyer's credit history from credit reporting agencies as well as provide information to such credit reporting agencies as part of Seller's standard reporting activities, and the following information from the Utility: consumption history; billing determinants; credit information; and tax status. This information may be used by Seller to determine whether it will commence and/or continue to provide energy supply service to Buyer. Buyer's execution of this agreement shall constitute authorization for the release of this information to Seller. This authorization will remain in effect during the term of the agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration. Seller reserves the right to cancel the agreement in the event Buyer rescinds the authorization. Upon the execution of this Agreement, Customer authorizes Seller to enroll Customer's account(s) with its local distribution company ("LDC") as of a date that is within 30 days prior to, or after, the start of the Initial Term. Additionally, Buyer hereby approves Seller's forwarding of marketing materials to Buyer. In the event that Buyer elects to "opt out" and no longer receive such marketing materials, Buyer may cancel by emailing its opt-out request directly to Seller's Customer Care Department at: CustomerCare@spragueenergy.com.</p>
<p>Customer Service:</p>	<p>During normal business hours, Buyer may contact Sprague Customer Service at Sprague's toll free number at: (844) 994-3835 for issues.</p>
<p>Additional Provisions: Buyer understands and agrees that Sprague may pay a fee to Energy Now Consultants, LLC with regard to this Transaction Confirmation.</p>	
<p>(800) 892-2345 Contact Info:</p>	<p>In the event of a natural gas emergency, Buyer should contact their local gas utility at (800) 892-2345. To receive details on the terms of default service, Buyer should contact their local distribution company. For a list of local distribution companies and their contact information, visit the New York State Department of Public Service Public Utilities Commission's website at: http://www.dps.state.ny.us or write: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223 or phone: (888) 697-7728.</p>
<p>Consumer Protections:</p>	<p>The services provided by Sprague to Buyer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements. Buyer may obtain additional information by contacting Sprague or the DPS at 1-888-697-7728, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.state.ny.us</p>

This Natural Gas Retail Sales Agreement ("Agreement ") shall be subject to the attached Natural Gas "Terms of Service" and may be executed in multiple counterparts. The parties may rely upon facsimile or electronically-produced counterparts and signatures of this Agreement as if originals. This Agreement shall not become effective unless accepted by Sprague. Buyer hereby authorizes its LDC to provide Sprague with all information regarding Buyer's gas requirements and that which is necessary for Sprague to perform its obligations hereunder. Buyer further authorizes Sprague to act as its agent in dealing with the LDC.

SEEN AND AGREED:

Sprague Operating Resources LLC

Signature: *Sener Pasalic*
Sener Pasalic (Dec 8, 2021 13:20 EST)

Print Name: Sener E. Pašalić

Title: Managing Director, Natural Gas & Power Sales

Date: Dec 8, 2021

SEEN AND AGREED:

Town of Clifton Park

Signature: *Phil Barrett*
Phil Barrett (Dec 7, 2021 11:04 EST)

Print Name: Phil Barrett

Title: Town Supervisor

Date: Dec 7, 2021

Natural Gas "Terms of Service"

1. **Delivery and Damages.** Natural gas ("Gas") is sold hereunder on a firm basis, meaning that either party may interrupt its performance without liability only when Force Majeure applies under Section 9. For any day that Sprague fails to deliver Gas or Buyer fails to receive Gas, the performing party shall be entitled to damages from the other party equal to the cost of cover plus any transportation and/or imbalance charges or \$0.09 per therm multiplied by the number of therms which should have been received or delivered that day, whichever is greater.
2. **Term.** The initial term shall commence as of the first date of service, which will occur in accordance with the LDC's tariff, rules and regulations. Upon the conclusion of the initial term, this Agreement shall automatically renew on a month-to-month basis at a rate equal to a market based price plus any applicable LDC capacity and/or supply costs until terminated by either party giving at least 30 days' prior written notice to the other party; provided, however, that Buyer shall remain liable for Gas supplied by Sprague pursuant to the terms of this Agreement until such service can be terminated in accordance with the LDC's tariff, rules and regulations.
3. **Termination Event.** Sprague may terminate this Agreement upon 10-days' written notice to Buyer (and subject to the LDC's tariff, rules and regulations) if the Buyer a) commences a proceeding under any bankruptcy or similar law for the protection of its creditors or such proceeding is commenced against Buyer; b) otherwise becomes bankrupt or insolvent (however evidenced); or c) fails to pay Sprague's invoice when due. Upon termination, Buyer shall pay Sprague the cost of cover plus any applicable LDC capacity related costs and/or imbalance charges or \$0.09 per therm multiplied by the number of therms in the remaining term, whichever is greater. Buyer shall be liable for all costs and reasonable attorney fees incurred by Sprague in collecting overdue payment from Buyer. Notwithstanding any terms to the contrary in this Agreement, Sprague shall abide by all notice and cure periods as required by all applicable laws and regulations.
4. **Transportation, Nominations and Scheduling.** Sprague will deliver Gas in compliance with the applicable tariff's quality and measurement specifications and transport it to the delivery point(s), at which title shall pass to Buyer and Buyer will be responsible for transporting the Gas from such delivery point. Sprague expressly disclaims all other warranties of quality or fitness for a particular purpose. Buyer shall be responsible for all imbalance charges, penalties or other fees except those resulting from Sprague's failure to reasonably nominate and schedule Gas for Buyer. Upon request, Buyer shall provide to Sprague copies of Buyer's LDC statements, reports or meter readings.
5. **Operational Change or Flow Order.** Buyer shall immediately notify Sprague of any event that may materially alter Buyer's Gas usage, i.e. equipment installations, repairs, shutdowns, or production schedule changes. Buyer shall also immediately notify Sprague of, and fully comply with, all curtailment or interruption orders or similar notices. If a known event exceeds one month in duration, Sprague may renegotiate this agreement and terminate this agreement if a satisfactory renegotiation cannot be completed within 30 days. In the event of a material change, as determined by Seller, to either the operational or market dynamics in existence at the date on which this Agreement is executed, Sprague reserves the right to charge or credit a market-based price for any imbalances in excess of 25% of the daily pro-rata share of a defined MCQ.
6. **Taxes.** Sprague shall pay all taxes (including but not limited to sales, use, distribution, excise, or gross receipts), fees, levies, penalties, licenses or charges imposed, whether now or in the future, by any government authority ("Taxes") on or with respect to the Gas prior to the delivery point(s). Buyer shall pay all Taxes, whether stated separately or as part of the price, on or with respect to the Gas at and after the delivery point(s). Any party entitled to an exemption from any Taxes must furnish the other party with supporting documentation.
7. **Billing and Payment.** Sprague shall monthly invoice Buyer for delivered Gas based upon the best available information, including nominated volumes. Buyer shall make full payment within twenty (20) days of the invoice date, and Sprague shall make any necessary adjustment in the invoice following discovery of the actual quantities. If the Buyer's LDC billing cycle is not based on a calendar month, Sprague shall establish a single price for the billing cycle on the closing date based on the applicable monthly prices. Sprague may charge Buyer an interest rate of one and a half percent (1½%) monthly or the maximum legal rate, if lower, on any late payment. The LDC's meter reading shall control for the purpose of determining an invoice's accuracy, and the Buyer shall not dispute an invoice based on a meter reading absent documentation from the LDC, verifying an error in the meter reading and setting forth the accurate meter reading.
8. **Credit.** Buyer agrees to provide its financial information as Sprague reasonably requests from time to time for the purpose of assessing and monitoring Buyer's financial condition.
9. **Force Majeure.** Except for a party's payment obligation, neither party shall be liable to the other for failure to perform an obligation to the extent caused by Force Majeure, meaning acts of God, fires, floods, explosions, storms, or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of transportation, strikes, lockouts or other industrial disturbances, acts of terrorism or war, or any other non-financial cause outside the control of the party claiming Force Majeure. If the party claiming Force Majeure promptly notifies the other party in writing as soon as reasonably possible, such party is relieved of its obligation to deliver or receive Gas from the onset of the Force Majeure event through its duration. Sprague may prorate its available supply at an affected delivery point based on nominated volumes among Sprague's firm customers receiving Gas at such delivery point.
10. **Tariffs, Laws and Regulations.** This Agreement shall be subject to all local, state and federal laws and regulations and any applicable order of a governmental body or official. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority relating to the failure of such party to comply with any applicable law, regulation or order. In the event any law, regulation or order of any governmental authority adversely and materially impacts Sprague's ability to perform or there is an approved change to a transporter tariff and/or utility capacity assignment resulting in a related rate increase, the contract price set forth in this Transaction Confirmation may be adjusted accordingly.
11. **Waiver and Severability.** No party's waiver of any breach of performance shall be deemed a waiver of any subsequent breach. Should a court of competent jurisdiction hold any provision herein invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
12. **Integration and Assignability.** This Agreement contains the parties' entire understanding and supersedes any prior agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns and may only be modified by written agreement between the parties. Buyer shall not assign this Agreement without Sprague's consent.
13. **Confidentiality.** Buyer shall not disclose the terms stated herein, including price, without Sprague's consent.
14. **Limitations.** Neither party shall be liable for specific performance, consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages.
15. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state identified on the first page. The parties hereby waive any right to a jury trial.

Exhibit A

Volumes.					
Buyer's Monthly Contract Quantities (stated in therms) during the Initial Term and any subsequent term shall be as follows:					
Jan: 6,479	Feb: 5,488	Mar: 4,495	Apr: 2,160	May: 403	Jun: 120
Jul: 62	Aug: 62	Sep: 150	Oct: 1,550	Nov: 3,510	Dec: 5,456

Service Locations

Service Address	Utility Account Number	Utility Meter Number	Location Description	Capacity Assignment Quantity
6 Clifton Commons Clifton Park, NY 12065	0248811109	None	Town of Clifton Park, NY	5.8176
5 Municipal Plaza Clifton Park, NY 12065	0852028007	None	Town of Clifton Park, NY	2.8235
NYS Rt. 146 Clifton Park, NY 12065	0893819102	None	Town of Clifton Park, NY	1.2387
5 Municipal Plaza Clifton Park, NY 12065	0913819100	None	Town of Clifton Park, NY	1.5701
NYS Rt. 146 Clifton Park, NY 12065	0933819115	None	Town of Clifton Park, NY	2.0453
00 Settlers Lane Clifton Park, NY 12065	2856106004	None	Town of Clifton Park, NY	0.2114
Burning Bush Blvd. Clifton Park, NY 12065	3293820115	None	Town of Clifton Park, NY	0.6416
Locust Lane Clifton Park, NY 12065	4399122004	None	Town of Clifton Park, NY	0.9827
Clifton Park Center Road Clifton Park, NY 12065	8193819106	None	Town of Clifton Park, NY	18.5658
Vischer Ferry Road Clifton Park, NY 12065	9308810101	None	Town of Clifton Park, NY	2.2488

Resolution No. _____ of 2021, a resolution authorizing the purchase of diagnostic equipment for the Highway Department.

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

WHEREAS, Dahn Bull, Highway Superintendent, recommended the purchase of updated diagnostic equipment for use on Town and Highway vehicles, and

WHEREAS Matco Tools, 111 Rock Ledge Lane, Esperance, NY, an authorized distributor of the proprietary equipment for diagnosing and recalibrating transmissions, engines and tire sensors provided the sole source options per the attached, and

WHEREAS, Dahn Bull has recommended the equipment be purchased as listed on Invoice #39482 , at a total cost not to exceed \$5,000, including trade in of current equipment from Matco Tools; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Highway Superintendent to purchase the diagnostic equipment, for a total amount not to exceed \$5000, from A-5132-200 [General Fund – Highway Garage - Equipment].

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Highway Dept. CONTACT: Dahn Bull

REQUESTED MEETING DATE: Dec. 13, 2021 (Subject to approval. Submissions received after NOON on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Trade in and purchase of a proprietary item through Matco Tools. The computer is a diagnostic tool used on all Town and Highway vehicles to help diagnose computer and sensor issues as well as recalibrate engine, transmission and tire pressure sensors. The trade in comes with a new digital battery analyzer and the 2021-2022 update for the machine. With trade in of our current equipment, we have a core charge of \$4000, for a total of \$4,999.95, for the unit, attachments and updates.

BUDGET #: A-5132-200

BUDGET DESC: General Fund - Highway Garage - Equipment

\$ AMOUNT: 5,000.00

****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda** Mark E. Hoggan

ADDITIONAL COMMENTS/DETAILS

The original device that will be turned in was purchased in Fall of 2017. The current update from the 2018 version to the 2021-2022 version \$1,499.94, while the additional attachments are \$1,299.85 for a total cost of \$2,799.79. For a trade in we're looking at an additional \$2,200.16 for all new machines and computer.

**Typical Submission dates are Wednesday prior to the meeting, however, may be subject to change due to holiday schedules.*



Matco Tools
 Tim Mason
 Authorized Distributor of Matco Tools

*** QUOTE ***

REPRINT

TP Invoice: 39482
 Date: 11/26/2021
 Page: 1

Customer: Clifton Park Highway (615) House Account	Distributor: Tim Mason 111 ROCK LEDGE LANE ESPERANCE, NY 12066 Business Phone: (518) 256-0555 eMail: timmasonprototools@gmail.com
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Item	Qty	Item Description	Amount	Comment
MDMAX4CLHD	1	MDMAX4 CARLINE HEAVY DUTY SET	8,999.95	
MDMAXTPMSOBD	1	OBDII MODULE FOR MAXTPMS You saved: 429.95	0.00	
MDMAXTPMS2C	1	MAX TPMS 2.0 DIAG TOOL CAMO You saved: 739.95	0.00	
TI-MDMAX3	1	MAXIMUS 3.0 TABLET SCAN TOOL	-2,000.00	*
TI-MDHDM	1	MAXIMUS 2.0/2R/3 HD MODULE	-2,000.00	

Purchases: 4,999.95
 Tax: 0.00
 Invoice Total: 4,999.95

 Purchases up to \$2,500.00 worth of tools for only \$15.00 per week!!!
 See me for details!!!

CB at Approach

*This quote is for New MDMAX4CLHD with *brake in of current equipment.*



Matco Tools
 Tim Mason
 Authorized Distributor of Matco Tools

*** QUOTE ***

TP Invoice: 39481
 Date: 11/26/2021
 Page: 1

REPRINT

Customer: Clifton Park Highway (615) House Account	Distributor: Tim Mason 111 ROCK LEDGE LANE ESPERANCE, NY 12066 Business Phone: (518) 256-0555 eMail: timasonprotools@gmail.com
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Item	Qty	Item Description	Amount	Comment
MDMAXFIX12MA	1	MAXFIX 12 MONTH SUBSCRIPTION	999.95	Activation Code: XXXXXXXXXXXX
MDHDAPPUP	1	MDHDM/MAX3HD ANNUAL UPDATE	1,300.00	
MDMAXAPPUP	1	MAX3/FLEX ANNUAL UPDATE	849.95	

Purchases: 3,149.90
 Tax: 0.00
 Invoice Total: 3,149.90

 Purchase up to \$2,500.00 worth of
 tools for only \$15.00 per week!!!!

 See me for details!!!!

*This Quote is to update your
 Current devices and MAX Fix*



Matco Tools
 Tim Mason
 Authorized Distributor of Matco Tools

*** QUOTE ***

REPRINT

TP Invoice: 39483
 Date: 11/26/2021
 Page: 1

Customer:
 Clifton Park Highway (615)
 House Account

Distributor:
 Tim Mason
 111 ROCK LEDGE LANE
 ESPERANCE, NY 12066
 Business Phone: (518) 256-0555
 eMail: timasonprottools@gmail.com

Item	Qty	Item Description	Amount	Comment
MDMAXBATTERY	1	BLUETOOTH BATTERY TESTER E/M4	129.95	
MDMAX4CSCOPE	1	MAXIMUS 4-CHANNEL OSCILLOSCOPE	1,499.94	
MDMAXTPMSOBD	1	OBDII MODULE FOR MAXTPMS	429.95	
MDMAXTPMS2C	1	MAX TPMS 2.0 DIAG TOOL CAMO	739.95	

Purchases: 2,799.79
 Tax: 0.00
 Invoice Total: 2,799.79

 Purchase up to \$2,500.00 worth of
 tools for only \$15.00 per week!!!!

 See me for details!!!!

*This quote is current prices
of items that will be included
for free with purchase of MAX4CLHD.*



REPRINT

*** QUOTE ***

Matco Tools
Tim Mason
Authorized Distributor of Matco Tools

TP Invoice: 39484
Date: 11/26/2021
Page: 1

Customer:	Clifton Park Highway (615) House Account
Distributor:	Tim Mason 111 ROCK LEDGE LAKE ESPERANCE, NY 12066 Business Phone: (518) 256-0555 eMail: timmasonprotools@gmail.com

Item	Qty	Item Description	Amount	Comment
MDMAX4CLCARD	1	MDMAX4 CARLINE SOFTWARE CARD	1,299.95	
MDMAX4HDCARD	1	MDMAX4 HEAVYDUTY SOFTWARE CARD	1,299.95	
MDMAXTPSSW	1	MAXTPMS ANNUAL UPDATE	214.95	

Purchases: 2,814.85
Tax: 0.00
Invoice Total: 2,814.85

Purchase up to \$2,500.00 worth of
tools for only \$15.00 per week!!!

See me for details!!!!

*This quote is current pricing
to update New MDMAX4CLCARD, for reference
Also shows current pricing to update
MDMAXTPMS. The Carline software for
the MMAX includes MMAX Fir which is
a separate update with your current device*

Resolution No. _____ of 2021, a resolution authorizing Gallo Construction Corp, of Watervliet, NY to construct a permanent awning at the Highway Department.

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

WHEREAS, the Town Board and Highway Superintendent wish to construct a permanent awning at the Highway Garage, and

WHEREAS a notice to bid was published and sealed bids were received on December 1, 2021, pursuant to General Municipal Law Section 103(1), and

WHEREAS, Gallo Construction Corp, 50 Lincoln Ave., Watervliet submitted the lowest responsive bid to construct the addition in an amount not to exceed \$104,900.00, and

WHEREAS, there are sufficient funds in the assigned fund balance to complete the work as submitted; now, therefore be it

RESOLVED, that Gallo Construction is awarded the bid and is authorized to construct a permanent awning as specified in the attached bid documents for the Highway Department, not to exceed \$104,900.00, to be paid with a transfer of funds from A-00914 (Undesignated Fund Balance) to A-05132-00200 (General Fund – Garage Highway – Equipment) with the possibility that funds from insurance proceeds are used to offset the total cost.

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Highway Dept. CONTACT: Dahn Bull

REQUESTED MEETING DATE: Dec. 13, 2021 *(Subject to approval. Submissions received after NOON on the deadline date* may be delayed to the next meeting)*

BRIEF DESCRIPTION

Accept the bid from Gallo General Contracting for the construction of a permanent awning at the Highway Department.

Documents Attached.

BUDGET #: A-05132-00200

BUDGET DESC: General Fund - Garage Highway - Equipment

\$ AMOUNT: 104,900.00

*****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda Mark E. Heggen***

ADDITIONAL COMMENTS/DETAILS

Please see attached.

Funds to be transferred from Undesignated Fund Balance - A-00914 to A-05132-00200, with the possibility that funds from insurance proceeds are used to offset the total cost.

**Typical Submission dates are Wednesday prior to the meeting, however, may be subject to change due to holiday schedules.*

HIGHWAY GARAGE AWNING BID 12/1/21 @ 3PM

COMPANY NAME	TOTAL BID AMOUNT
Bubonia General Contr.	\$116,800-
Gallo Construction	104,900-



Gallo Construction Corp.
50 Lincoln Avenue, Watervliet, New York 12189
Phone (518) 273-0234 Fax (518) 273-0245

PROPOSAL

TO: Town of Clifton Park
RE: Clifton Park Highway Garage Awning
DATE: 12-1-21
SUBJECT: Highway Garage Awning

Thanks for the opportunity to provide a PROPOSAL for the above mentioned project.

We propose to furnish ALL labor, material, equipment, supervision, and other incidentals to complete all work as per plans & Specifications by Prime AE dated 11-12-21, drawings (A-2,B-1,B-2,B-3, C-1, C-2, D-1 & D-2).

Exclusions:

- 1) Mechanical work.
- 2) Removal of Hazardous Materials.

The Total Cost to Complete This Work Is \$ 104,900

We acknowledge receipt of the following Addendum: **None**

If you have any questions, please do not hesitate to contact me at my office. Again thanks for the opportunity, and look forward to work with you on this Project.

Respectfully,
Michael A Gallo
Michael A Gallo
Vice President

Electrical included

6 weeks Trusses
mike@gallogc.com



18 WEST ALBANY DRIVE ALBANY, NEW YORK 12205
TEL. (518) 438-8900 FAX (518) 438-9193.

December 01, 2021

Town of Clifton Park
One Town Hall Plaza
Clifton Park, New York 12065

Re: CP Highway Garage Awning

We respectfully submit our bid for the total cost of the CP Highway Garage Awning per your notice to bid and specifications provided by the Town Clerk's Office.

For the Total Price of \$ ^{at} 116,900.00

Feel free to call with any questions or revisions you may require.

General Conditions of this Offer

Unless expressly stated above, price(s) quoted are firm only if this offer is accepted within thirty (30) days of the above date and the work can be performed during the season ending 2022. The basis for the above prices is that this project is not subject to prevailing wages and that it is a Tax Exempt Project. If we do not receive a properly executed Tax Exemption Certificate, then all applicable sales taxes will be added to the quoted price(s). If the person(s), firm, corporation or entity accepting this offer is not the Owner of the real property being improved by the labor and/or materials provided for herein, the acceptor expressly warrants that the performance of the labor and/or the furnishing of the materials herein being done is for improvement of the real property with the consent of, or at the request of its owner, his agent, contractor or subcontractor. This offer and the performance of labor and the furnishing of any materials there under including prices quoted hereunder shall be subject to strikes, labor disputes, adverse weather conditions or other causes beyond the control of Bubonia Holding Corp. Payment in full is due upon completion of work.

BUBONIA HOLDING CORP.

BY: _____

Peter Zeltins - Project Manager

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

NOTICE TO BID
CLIFTON PARK HIGHWAY GARAGE AWNING

PLEASE TAKE NOTICE: the Town of Clifton Park will receive sealed bids for a Clifton Park Highway Garage Awning. A Summary of Work will be available for pick-up in the Town Clerks Office, #1 Town Hall Plaza, Clifton Park, NY 12065, Monday-Friday, 9:00 AM-5:00 PM or by requesting electronic copies at tbrobston@cliftonpark.org or through the town website, www.cliftonpark.org Select Government, Select Requests for Bids and Proposals. Sealed bids, labeled "CP Highway Garage Awning", will be publicly opened on the **1st day of December 2021 at 3:00 PM** at the Town of Clifton Park Town Hall, One Town Hall Plaza, Clifton Park, NY. Bids are due to the Town Clerk's Office before the bid opening. Bids must be made in writing in a manner that estimates the total cost of the project. The bid must be presented as a total cost and no change shall be made in the phraseology of the bid. Bids that carry any omissions, erasures, alteration or additions, may be rejected as informal. If you wish to make an appointment to view the work area, please contact the Clifton Park Highway Department at (518) 371-7310. Organizations submitting bids shall be authorized to do business in the State of New York. The Highway Superintendent reserves the right to reject any or all bids.

Teresa Brobston
Clifton Park Town Clerk

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings & general provisions of Contract, including General & Supplementary Conditions & General Requirement & Special Requirement Specification sections, apply to work of this section.

PROJECT/WORK IDENTIFICATION

Project Name is *Town of Clifton Park Highway Garage Awning*, as shown on Contract Documents prepared by PRIME AE Group of NY, 100 Great Oaks Boulevard, Suite 114 Albany, NY 12203.

Contract Documents indicate work of Contract & related requirements & conditions that impact the project. Related requirements & conditions that are indicated on Contract Documents include, but are not necessarily limited to the following: Existing site conditions & restrictions on use of site.

Summary of Work: The proposed project will consist of furnishing all materials, equipment and labor necessary for the installation of an awning roof structure at the Town of Clifton Park Highway Garage off of Clifton Park Center Road. Work of this Contract, as defined in greater detail by other provisions of Contract Documents, is summarized as follows:

1. A building permit will be required for this work and must be obtained by the Contractor through the Town of Clifton Park Building Department. Provide the plans included in the Contract Documents to the Town of Clifton Park Building Department when applying for the building permit.
2. Provide all necessary survey, stakeout, and layout required to construct the work of this Contract.
3. Contractor shall layout truss configuration in field prior to ordering. Advise Engineer of any conflicts found with existing building exterior or existing building eaves should any such conflicts be identified.
4. Provide maintenance and protection of traffic.
5. Furnish and install temporary erosion and dust control methods throughout the duration of the project as necessary to protect the environment and to limit disturbances caused by work of this Contract.
6. Furnish all materials necessary, and install new awning roofing system including all excavation, foundation footings, rebar, backfill, wooden columns, steel girder beams, roof trusses, sheathing, ice underlayment, metal roof panels, soffit, and fascia, as shown and specified.
7. Furnish and install flashing between existing wall and proposed awning roof structure to provide a single watertight roof, as shown and specified.
8. Furnish and install bird screen underneath trusses and on sides of end trusses, as shown and specified.
9. Furnish and install light fixtures, including all conduit, conduit supports, wire, light switch, circuit breaker in existing power panel, and all required penetrations as shown and specified.
10. Contractor is responsible for relocation of any existing exterior building items that create a conflict with the new awning, including but not limited to, light fixtures and vent piping. Any vent piping to be relocated shall be routed up through the awning roof and sealed and flashed per the metal roof panel manufacturer's recommendations.
11. Clean up and dispose of all debris resulting from this contract in a legal manner.
12. Coordinate all work with Town Highway Department operations to limit disruption caused by work under this contract.

13. Restore all areas disturbed by this contract to the Owners satisfaction and as specified herein.
14. Provide temporary facilities as required to perform work under this contract.
15. Provide protection of persons and property from hazards associated with this work.
16. Provide quality control testing required for materials incorporated into this project.

EXTENT OF WORK

Definition of extent of Contract Work: Extent of work is indicated in Contract Documents. Local custom & trade-union jurisdictional settlements do not control scope-of-work in this Contract. When a potential jurisdictional dispute or similar potential work interruption is first identified or threatened, affected parties of Contract shall promptly negotiate a reasonable settlement which will avoid or minimize such pending interruption & its delays or losses.

Summary by Reference: Work can be summarized by reference to Contract, General Conditions, Supplementary Conditions, Specification sections, Drawings, Addenda & Modifications to Contract Documents issued subsequent to initial printing of this Project Manual, & including but not necessarily limited to printed material referenced by any of these. It is recognized that work of Contract is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions & other forces outside contract documents.

In cases of discrepancy between Contract Drawings & Contract Specifications, interpretations shall be given preference in the following order:

1. Addenda (later dates take precedence).
2. Technical Specification
3. Supplementary Conditions
4. General Condition.
5. Contract Drawings (Schedules or Notes to take precedence over other data shown on aforesaid drawings.)

CONTRACTOR'S USE OF PREMISES

General: CONTRACTOR shall limit use of premises to Work indicated, so as to allow for public access where appropriate.

Use of Site: Confine operations at site to areas permitted under Contract. Portions of site beyond areas on which work is indicated are not to be disturbed.

Do not unreasonably encumber site with materials or equipment.

Work accomplished under this Contract shall progress in such a manner as to keep any & all inconveniences to a minimum. Construction work shall further be planned, scheduled & accomplished to minimize interruptions of municipal services and to both vehicular and pedestrian traffic in the project area.

OWNER Occupancy: Cooperate with OWNER during construction operations to minimize interruption of services to OWNER. Any interruption of service is to be planned, scheduled & approved by OWNER.

A detailed schedule will be required to be submitted within 48 hours of the bid opening by the apparent low bidder, that will show a detailed plan and schedule, including manpower equipment, and general approach for completing the work. Failure to provide an acceptable plan could result in rejection of the low bid.

**TOWN OF CLIFTON PARK
HIGHWAY GARAGE AWNING**

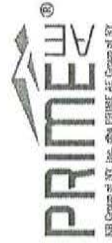
**PART 2 - PRODUCTS
PART 3 - EXECUTION**

(Not Applicable)
(Not Applicable)

TOWN OF CLIFTON PARK HIGHWAY GARAGE AWNING

TOWN BOARD

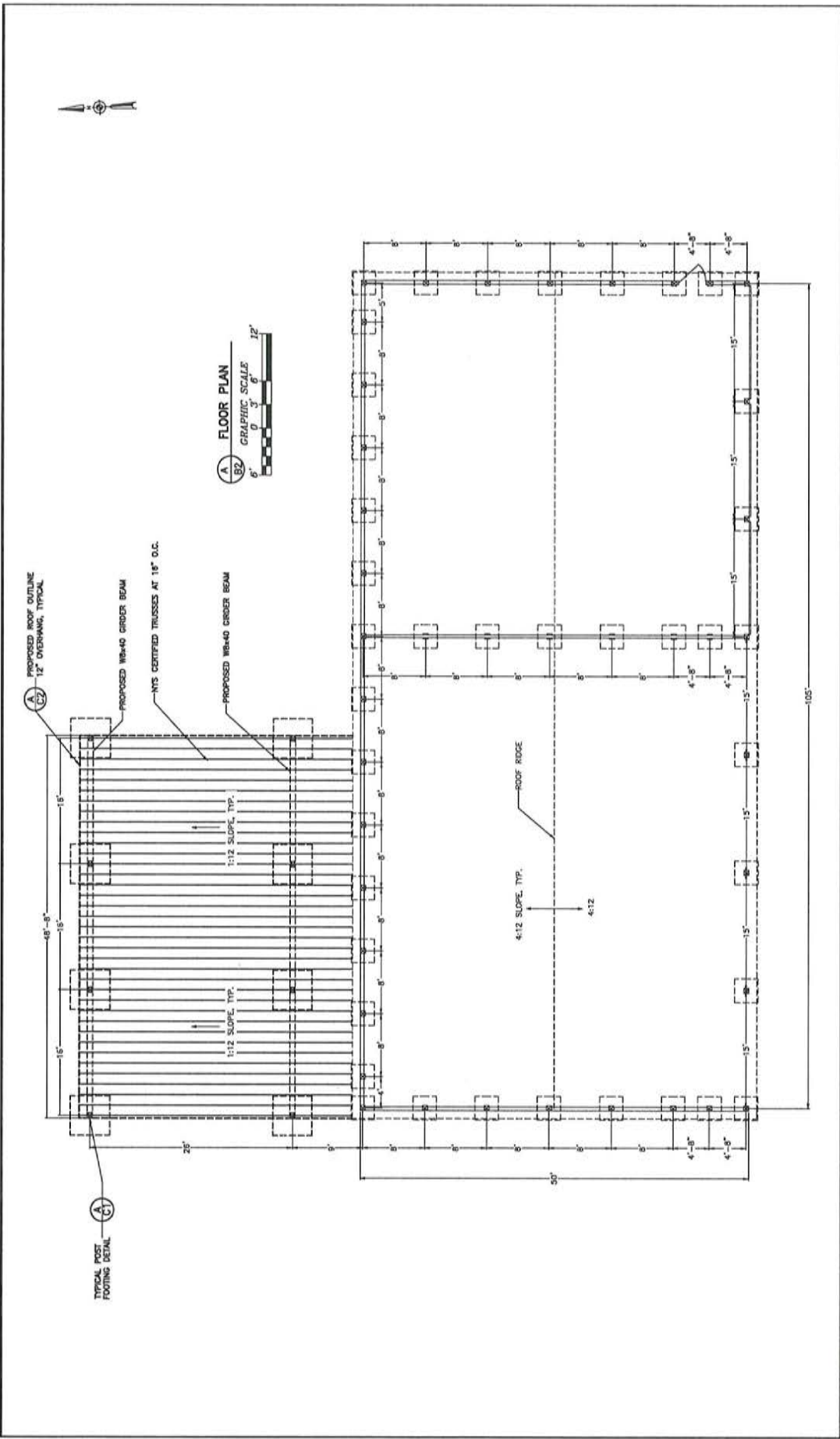
Philip Barrett - Town Supervisor	Council Member
Lynda Walowit	Council Member
Anthony Morelli	Council Member
Amy Standaert	Council Member
Amy Flood	Council Member
Teresa J. Brobston	Town Clerk
Dahn S. Bull	Superintendent of Highways



Albany Office
100 Great Oaks Blvd, Suite 114 Albany, New York 12203
Ph: 518 382.1774 www.primeng.com

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

BID ISSUE: NOVEMBER 12, 2021



NO.	DATE	REVISION	BY
01	11/20/21	ORIGINAL ISSUE	JOS
02	11/23/2021	END ISSUE	JOS

PROJ. ENGR.: JSA	DRAWN BY: JKS	CHECKED BY: JMT
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PRIME
PROFESSIONAL ENGINEERS ARCHITECTS P.C.

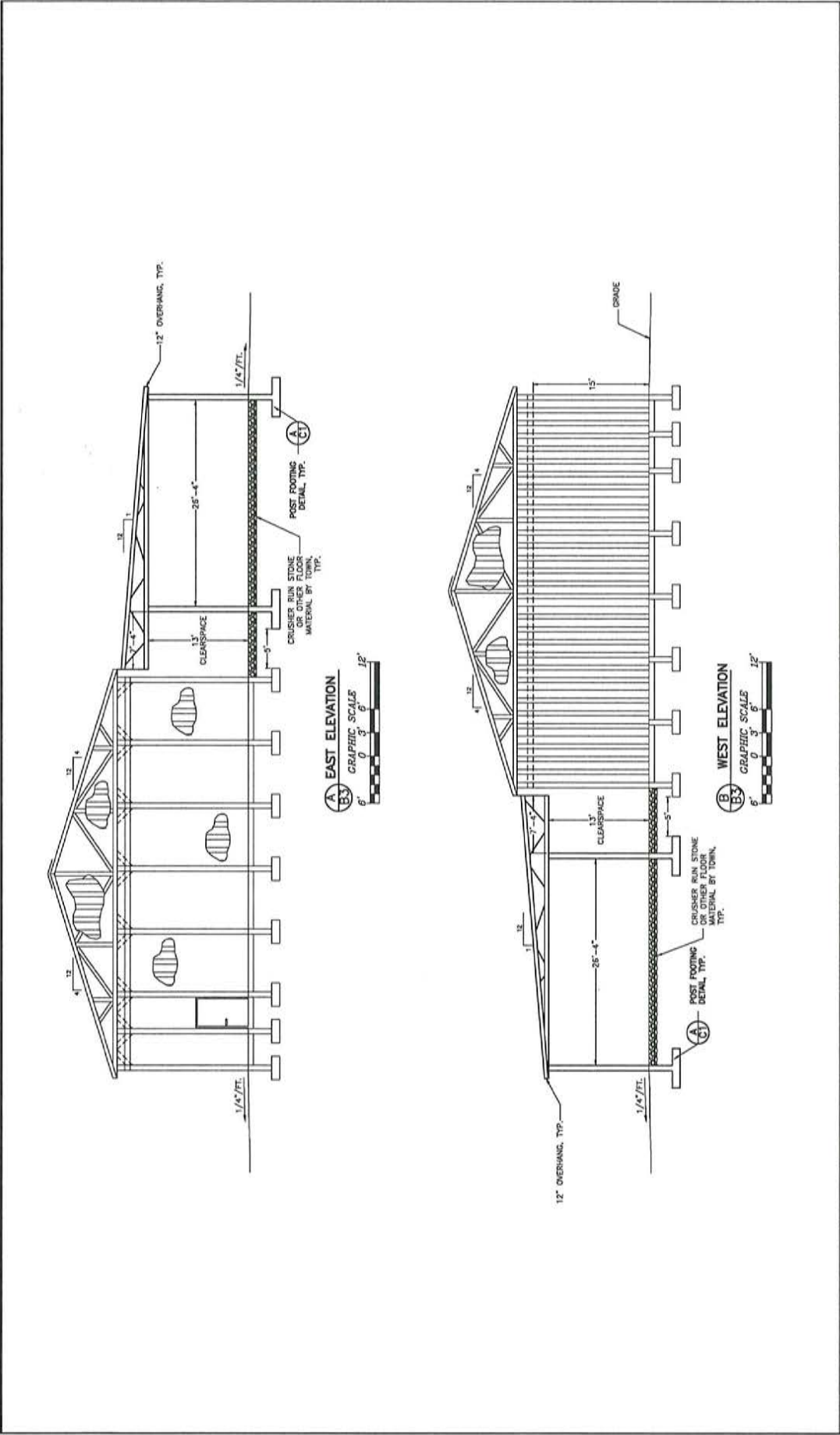
100 Great Oaks Blvd | Suite 114 | Albany, New York 12203
518.235.5811 | 518.235.5810 | www.primeeng.com

TOWN OF CLIFTON PARK
SARATOGA COUNTY, NY

HIGHWAY GARAGE AWNING

FLOOR PLAN

SCALE: AS SHOWN	SHEET NO.:
FILE NO.: 21492-110	B2
DATE: NOVEMBER 2021	



SCALE: AS SHOWN
 FILE NO.: 21492-120
 DATE: NOVEMBER 2021

SHEET TITLE:
 EAST & WEST ELEVATIONS

TOWN OF CLIFTON PARK
 SARATOGA COUNTY, NY
 HIGHWAY GARAGE AWNING

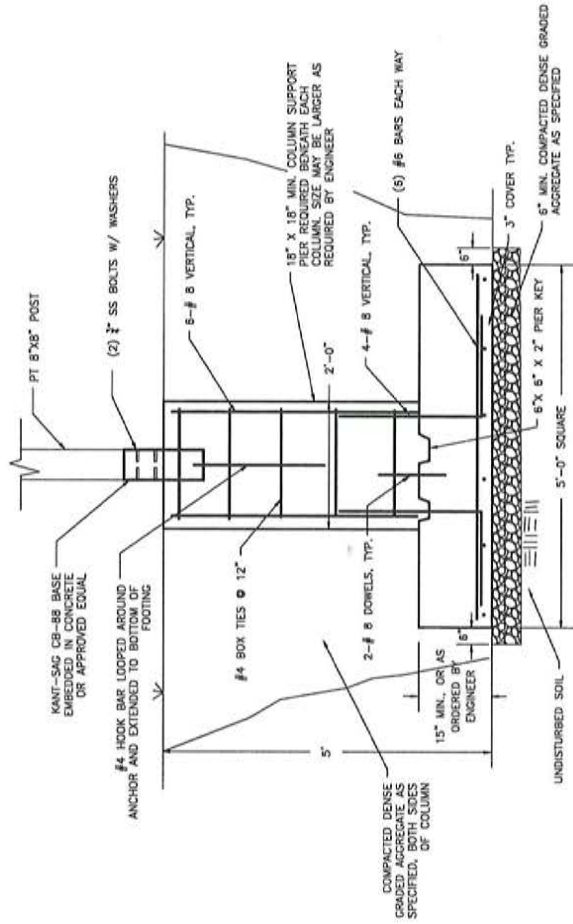


100 Great Oaks Blvd., 11th Fl., Albany, New York 12203
 Tel: 518 262 2774 Fax: 518 262 2775
 www.primeinc.com

PROJECT: 205
 DRAWN BY: JKS
 CHECKED BY: JKS

NO.	DATE	REVISION	BY
01	11/20/21	ORIGINAL ISSUE	JKS
02	11/27/21	REV ISSUE	JKS

SHEET NO.: B3



A
C1
COLUMN PIER DETAIL
NOT TO SCALE

NO.	DATE	REVISION	BY
01	11/20/21	ORIGINAL ISSUE	SSS
02	11/23/2021	REVISED	SSS

PRIMEZ
INCORPORATED
100 Grand Canal Blvd., Albany Office
Albany, New York 12203
PH: 518.283.3774
www.primez.com

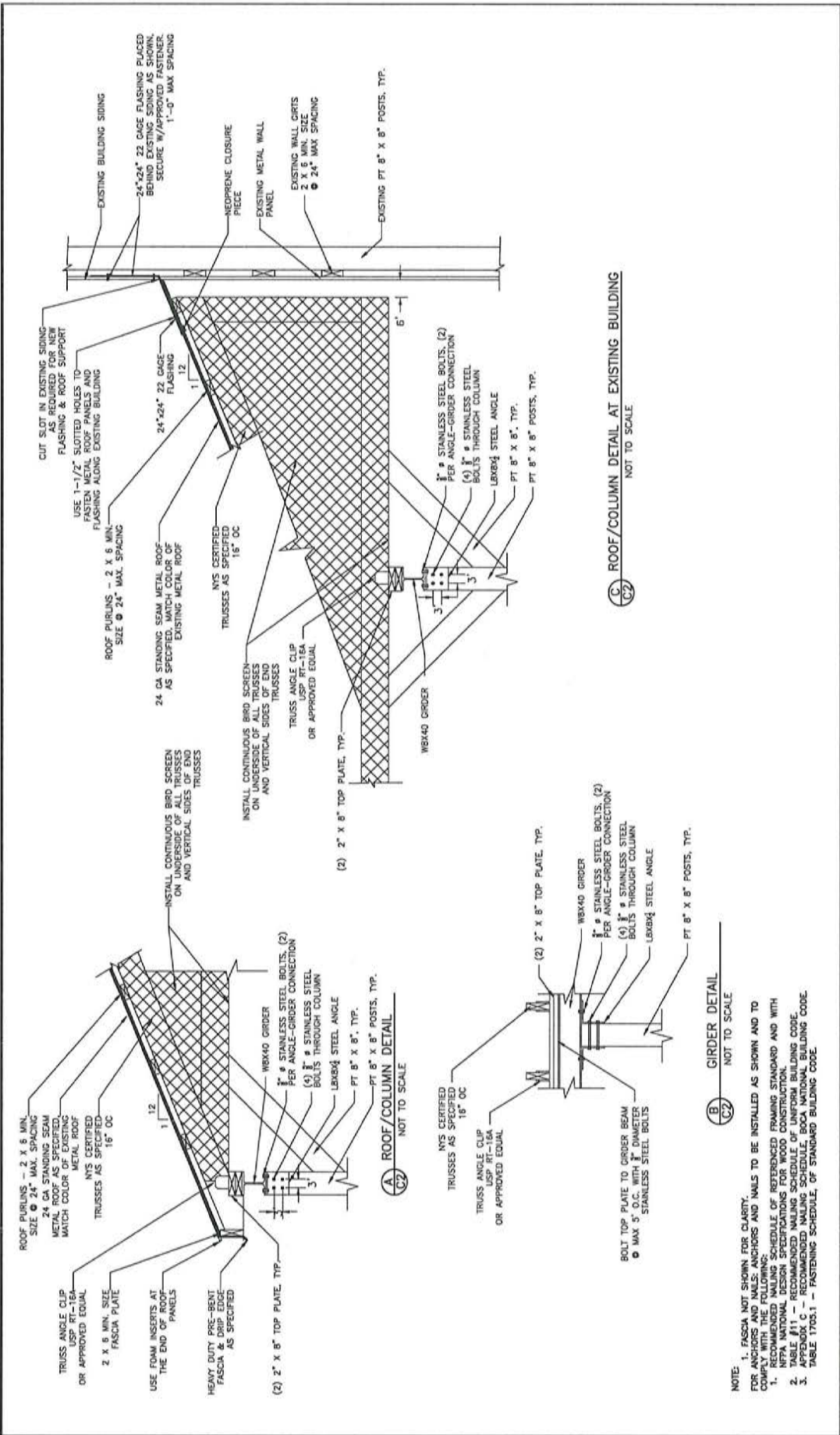
PROJ. ENGR.: SSS
DRAWN BY: SSS
CHECKED BY: JBT



TOWN OF CLIFTON PARK
SARATOGA COUNTY, NY
HIGHWAY GARAGE AWNING

SHEET TITLE:
FOOTING DETAIL

SCALE: AS SHOWN
FILE NO.: 21492-200
DATE: NOVEMBER 2021
SHEET NO.: C1



NOTE:
 1. FASCIA NOT SHOWN FOR CLARITY.
 FOR ANCHORS AND NAILS: ANCHORS AND NAILS TO BE INSTALLED AS SHOWN AND TO COMPLY WITH THE FOLLOWING:
 1. RECOMMENDED NAILING SCHEDULE OF REFERENCED FRAMING STANDARD AND WITH NFPA NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION.
 2. TABLE #11 - RECOMMENDED NAILING SCHEDULE OF UNIFORM BUILDING CODE.
 3. RECOMMENDED NAILING SCHEDULE OF UNIFORM BUILDING CODE.
 TABLE 1705.1 - FASTENING SCHEDULE OF STANDARD BUILDING CODE

NO.	DATE	REVISION	BY
02	11/27/2021	ORIGINAL ISSUE	JOS
01	11/17/2021	RIP ISSUE	JOS

PRIME
 100 Great Oaks Blvd | Suite 114 | Albany, New York 12203
 Tel: 518.262.1274 www.primeinc.com

PAUL ENGEL - DBA
 DRAWN BY: JOS
 CHECKED BY: JBT



TOWN OF CLIFTON PARK
 SARATOGA COUNTY, NY

HIGHWAY GARAGE AWNING

SHEET TITLE:
 ROOF DETAILS

SHEET NO.:
 C2

SCALE:
 AS SHOWN

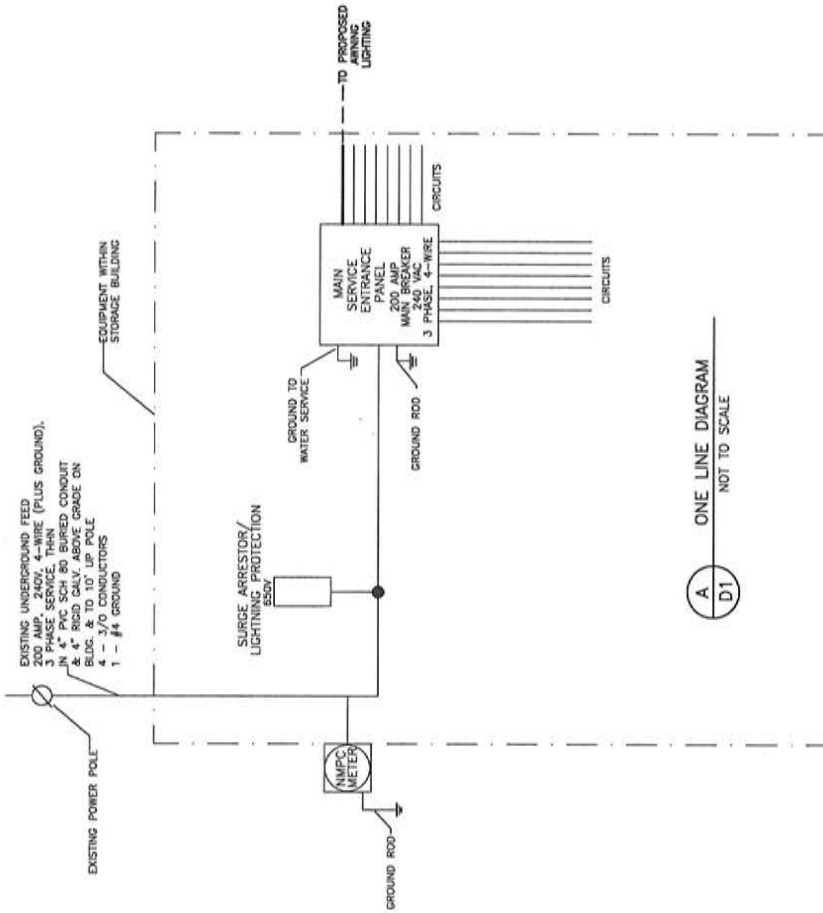
FILE NO.:
 21-62-210

DATE:
 NOVEMBER 2021

(C) ROOF/COLUMN DETAIL AT EXISTING BUILDING
 NOT TO SCALE

(A) ROOF/COLUMN DETAIL
 NOT TO SCALE

(B) GIRDER DETAIL
 NOT TO SCALE



EXISTING UNDERGROUND FEED
200 AMP, 240V, 4-WIRE (PLUS GROUND),
3 PHASE SERVICE, THIN WALL
4" PVC UNDRUGGED CONDUIT
& 4" RIGID GALV. ARMS GRADE ON
BLDG. & TO 10' UP POLE
4 - 3/0 CONDUCTORS
1 - #4 GROUND

EQUIPMENT WITHIN
STORAGE BUILDING

SURGE ARRESTOR/
LIGHTNING PROTECTION

GROUND TO
WATER SERVICE

GROUND ROD

GROUND ROD

EXISTING STORAGE BUILDING MAIN SERVICE PANEL

200A MAIN BREAKER, 240V, 60 HZ, 3-PHASE, 4-WIRE

- 1-20A-1P - GARAGE DOOR OPENER
- 1-20A-1P - GARAGE DOOR OPENER
- 1-20A-1P - GARAGE DOOR OPENER
- 1-50A-1P - WELDING CIRCUIT AA
- 1-20A-1P - OUTLET CIRCUIT A
- 1-20A-1P - OUTLET CIRCUIT B
- 1-20A-1P - OUTLET CIRCUIT C
- 1-20A-1P - OUTLET CIRCUIT D
- 1-20A-1P - OUTLET CIRCUIT E
- 1-20A-1P - OUTLET CIRCUIT F
- 1-20A-1P - INTERIOR LIGHTING CIRCUIT
- 1-20A-1P - INTERIOR LIGHTING CIRCUIT
- 1-20A-1P - INTERIOR LIGHTING CIRCUIT
- 1-20A-1P - INTERIOR LIGHTING CIRCUIT
- 1-20A-1P - OUTSIDE LIGHTING

A
D1

ONE LINE DIAGRAM
NOT TO SCALE

B
D1

MAIN SERVICE PANEL
LOAD CENTER SCHEDULE
NOT TO SCALE

NO.	DATE	REVISION	BY
08	11/29/21	505	505
01	11/27/20	ORIGINAL ISSUE	505
		RD 1550E	

PRIME
100 Great Oaks Blvd., Albany, New York 12203
PH: 518.842.2474 www.primeec.com

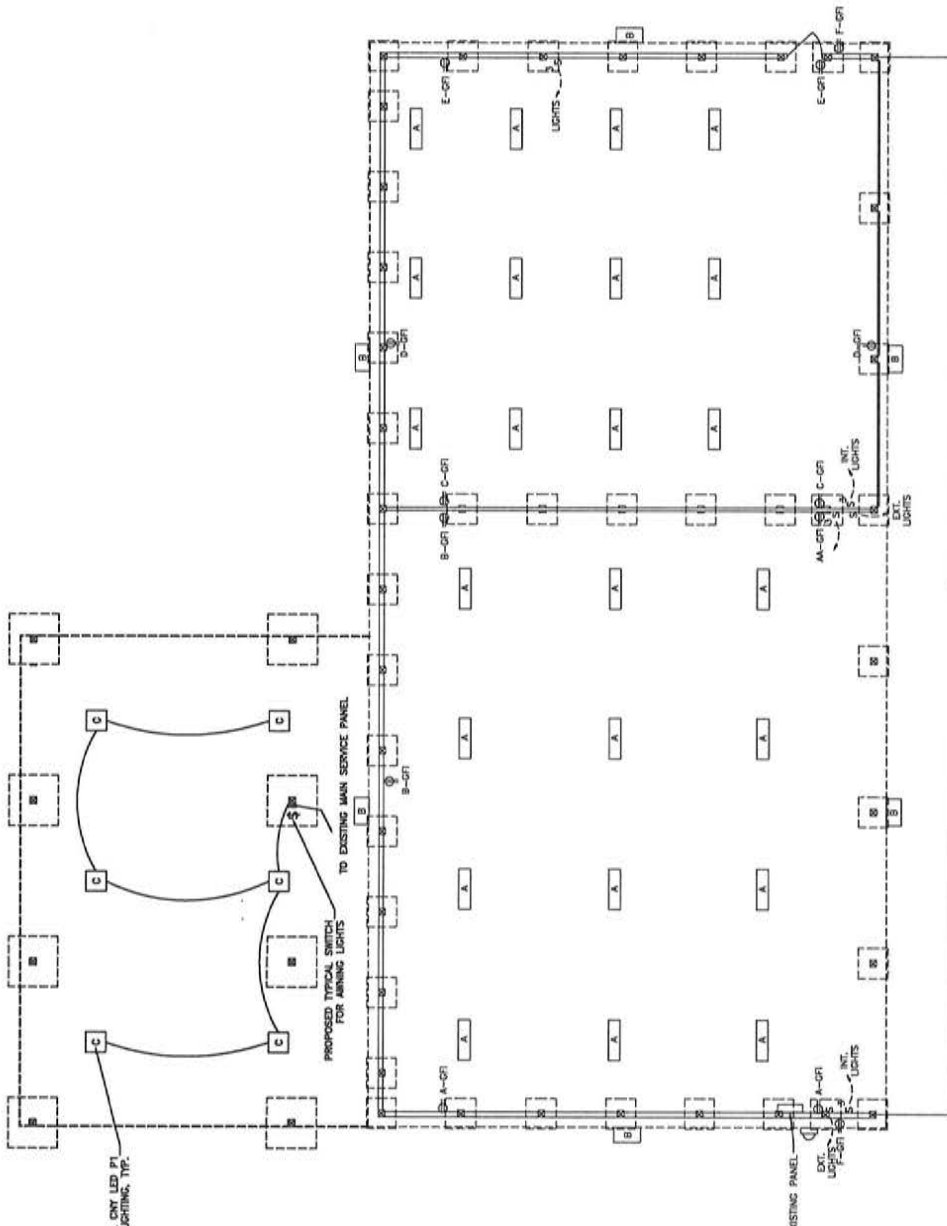
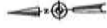
PROJ: 21061-008 DRAWN BY: JDS CHECKED BY: BTJ



TOWN OF CLIFTON PARK
SARATOGA COUNTY, NY
HIGHWAY GARAGE AWNING

SHEET TITLE:
ELECTRICAL DETAILS

SCALE: AS SHOWN
FILE NO.: 21492-300
DATE: NOVEMBER 2021
SHEET NO.: D1



LIGHTING PLAN



NO.	DATE	REVISION	BY
00	11/2021	ORIGINAL ISSUE	JOS
01	11/12/2021	BID ISSUE	JOS

PRIME
 150 Great Oaks Blvd | Suite 114 | Albany, New York 12203
 Ph: 518.262.1174 www.primeinc.com

DESIGNED BY: JES
 DRAWN BY: JES
 CHECKED BY: JST



TOWN OF CLIFTON PARK
 SARATOGA COUNTY, NY

HIGHWAY GARAGE AWNING

SHEET TITLE:
LIGHTING PLAN

SCALE: AS SHOWN
 FILE NO.: 21492-310
 DATE: NOVEMBER 2021

SHEET NO.:
D2

Town of Clifton Park
 Highway Garage Awning
 Engineer's Opinion of Probable Cost



ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	General Requirements	1	LS	\$12,000	\$12,000
2	Foundations	15	CY	\$600	\$9,000
3	8"x8" Wooden Columns	105	LF	\$40	\$4,200
4	W8x40 Steel Girder Beam	90	LF	\$100	\$9,000
5	Roof Trusses	1575	SF	\$15	\$23,625
6	Metal Roof Panels	1575	SF	\$10	\$15,750
7	Electrical	1	LS	\$10,000	\$10,000
8	Wire Mesh Ceiling	1575	SF	\$1	\$1,575
				TOTAL	\$85,150
				CONTINGENCIES @ 15% ESTIMATED	\$12,773
				CONSTRUCTION COST	\$97,923
	TOTAL PROJECT CONSTRUCTION COST				\$97,923
				Say	\$98,000

THE DAILY
GAZETTE
dailygazette.com

Ad Proof

Enlarged

-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at Schenectady (518) 382-1100 or email at legals@dailygazette.net

TOWN OF CLIFTON PARK
SARATOGA COUNTY,
NEW YORK

NOTICE TO BID
CLIFTON PARK HIGHWAY
GARAGE AWNING

PLEASE TAKE NOTICE: the Town of Clifton Park will receive sealed bids for a Clifton Park Highway Garage Awning. A Summary of Work will be available for pick-up in the Town Clerks Office, #1 Town Hall Plaza, Clifton Park, NY 12065, Monday-Friday, 9:00 AM-5:00 PM or by requesting electronic copies at tbrobston@cliftonpark.org or through the town website, www.cliftonpark.org Select Government, Select Requests for Bids and Proposals. Sealed bids, labeled "CP Highway Garage Awning", will be publicly opened on the 1st day of December 2021 at 3:00 PM at the Town of Clifton Park Town Hall, One Town Hall Plaza, Clifton Park, NY. Bids are due to the Town Clerk's Office before the bid opening. Bids must be made in writing in a manner that estimates the total cost of the project. The bid must be presented as a total cost and no change shall be made in the phraseology of the bid. Bids that carry any omissions, erasures, alteration or additions, may be rejected as informal. If you wish to make an appointment to view the work area, please contact the Clifton Park Highway Department at (518) 371-7310. Organizations submitting bids shall be authorized to do business in the State of New York. The Highway Superintendent reserves the right to reject any or all bids.

Teresa Brobston
Clifton Park Town Clerk
11/17 2451978

Date: 11/16/21
Account #: 90004
Company Name: CLIFTON PARK TOWN CLERK
Address: ONE TOWN HALL PLAZA
CLIFTON PARK
Telephone: (518) 371-6651
Fax: (518) 383-5088

Publications:
THE DAILY GAZETTE, Online
Advertising

Ad ID: 2451978
Copy Line: CLIFTON PARK HIGHWAY GARAGE AW
PO Number:
Start: 11/17/21
Stop:
Total Cost: \$35.52
of Lines: 64
Total Depth: 5.75
of Inserts: 2
Ad Class: 101

HWY
Comptroller
SD

Resolution No. 225 of 2021, a resolution to retain Prime AE Group of NY for professional engineering services related to the immediate storage needs of the Clifton Park Highway Department.

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

WHEREAS, on August 17, 2021, the Clifton Park Highway had an accidental fire that caused severe damage to the facility known locally as "The White Building", and

WHEREAS, "The White Building" housed various pieces of equipment and machinery, as well as 7 bays for plow trucks over the winter months, and

WHEREAS, as a result, there is an immediate need to design and construct temporary structures in order to provide cover and protection from the elements to Highway Department plow trucks and related equipment, and

WHEREAS, Prime AE Group of NY, will produce a scope of work and oversee the construction of structures that will protect plow trucks and equipment from winter weather, and

WHEREAS, pursuant to Resolution No. 1 of 2021, the town is authorized to enter into a contract with an engineering or professional consulting firm, subject to legal review by the Town Attorney's office, and

WHEREAS, the Prime AE Group estimates that design and engineering services for the structures will not exceed \$20,000; now, therefore, be it

RESOLVED, that the Town Board authorizes the hiring of Prime AE Group of New York to assist the Highway Department in planning and design of structures for the Highway Department for the 2021-22 winter season, and be it further

RESOLVED, that the Town Superintendent of Highways is authorized to sign an agreement with Prime AE Group of NY for professional consulting services not to exceed \$20,000; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$20,000 from A-00915 (Undesignated Fund Balance) to A-5132-135 (General Fund – Highway Garage - Engineering).

ROLL CALL VOTE

Ayes: Councilwoman Flood, Councilwoman Standaert, Councilman Morelli,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

September 20, 2021

Teresa Brobston, Town Clerk

Resolution No. of 2021, a resolution authorizing the purchase of a 2021 Eager Beaver 20 XPT Easy Loader Trailer for use by the Highway Department.

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

WHEREAS, Highway Superintendent Dahn Bull has requested authorization to purchase new equipment for general use by the Highway Department, and

WHEREAS, quotes were received from four sources, and

WHEREAS, leadtime from two of the vendors did not meet the department's requirements for obtaining the trailer, and pricing has increased due to the current market demands, and

WHEREAS, Highway Superintendent Dahn Bull has advised that the 2021 Eager Beaver 20XPT Easy Loader Trailer will meet the needs of the Highway Department and is currently available from H&M Equipment Co., Inc. Amsterdam, NY; now, therefore, be it

RESOLVED, that the Highway Department is hereby be authorized to purchase a 2021 Eager Beaver 20 XPT Easy Loader Trailer per the attached list, in an amount not to exceed \$26,012.80 to be paid from DA-5130-219 (Highway – Machinery – Highway Truck); and be it further

RESOLVED, that the Comptroller is authorized to transfer \$21,445 from DA-05130-00145 (Highway Fund – Machinery – Highway Lease Payments) to DA-05130-00219.

Tom McCarthy

From: Dahn Bull <DBull@cliftonpark.org>
Sent: Thursday, December 9, 2021 11:09 AM
To: Tom McCarthy
Subject: RE: 2021 Easy Loader Trailer Purchase

Your link doesn't work.

Because when we went out for quotes we didn't believe a 20 ton trailer would be over \$20,000.00 but demand has skyrocketed prices out of control.

From: Tom McCarthy <TMCarthy@cliftonpark.org>
Sent: Thursday, December 9, 2021 9:54 AM
To: Dahn Bull <DBull@cliftonpark.org>
Subject: 2021 Easy Loader Trailer Purchase

Dahn,

We reviewed all of the TB submissions for procurement purchases yesterday and today and have a question about the H & M Equipment purchase. How does this purchase get around the sealed bid requirements of GML 103 (1).

Please take a look and give me a call when you can.

TM

ELECTRONIC RESOLUTION REQUEST

Please type in this form. Scan and attach all backup materials.

Must be submitted by email to mspringli@cliftonpark.org

CC: jspiegel@cliftonpark.org

SOURCE (DEPARTMENT): Highway Dept. CONTACT: Dahn Bull

REQUESTED MEETING DATE: Dec. 13, 2021 (Subject to approval. Submissions received after NOON on the deadline date* may be delayed to the next meeting)

BRIEF DESCRIPTION

Purchase of a 2021Eager Beaver 20XPT Easy Loader Trailer. This trailer will be used to transport larger pieces of equipment such as pavers, rollers and excavators. Our current trailer s are a 12 and 16 ton. This trailer could also allow us to carry two pieces of equipment to a job site versus using two vehicles, trailers and drivers.

This will be paid through the 2022 Highway Budget, but due to lack of availability we need to purchase in December. Quotes attached.

Comptroller comment: Can be paid with 2021 funds, by transferring \$21,445 from DA -05130-00145 (Highway Fund - Machinery - Highway Lease Payments) to DA-05130-00219 (Highway Fund - Machinery - Highway Truck) for a total of \$26,013

BUDGET #: DA-5130-219

BUDGET DESC: Vehicle/Equipment

\$ AMOUNT: 26,012.80

****Please contact Comptroller x233 to verify Budget Line and #. Resolution Requests without verified funding sources will not be placed on an agenda**

ADDITIONAL COMMENTS/DETAILS

Vendor	Proposal	Cost	Availability
H&M Equipment Co, inc.	20XPT 20 Ton Trailer	\$26,012.80	1 Month
Terry Sawdey Trailer	20 Ton 44k Gator Trailer	\$29,440.00	1 Month
Stephenson Equip.,Inc.	21 Ton TAG21-28 (XL)	\$38,924.00	3 Months
Bobcat of Saratoga, LLC	T-20 Towmaster Trailer	\$19,196.00	16 Months

Attorney Comment: Need to discuss the procurement with Highway Superintendent at the meeting. Appears to violate GML 103 (1) attached. He should clarify the procurement category.

*Typical Submission dates are Wednesday prior to the meeting, however, may be subject to change due to holiday schedules.

H&M EQUIPMENT CO., INC.



4551 State Highway 30 • Amsterdam, New York 12010 • 518-843-1660 • Fax: 518-843-1860 • www.hmequipment.com

SOLD TO
15799 CLIFTON PARK HWY DEPT
639 CLIFTON PARK
CENTER RD.
CLIFTON PARK, NY 12065

SHIP TO

Sold By: NELSON PO #: 20XPT EAGER B Date 12/04/21 EQUIPMENT SALE EA09889
Ship By: Tax #: 14-6002129 9:40:52 PRT: 3 Open

Tax	D	Qty	Description	Price	Amount
			EAGER BEAVER 20XPT EASY LOADER TRAILER 21'	\$23,190.00	
			NYS HEAVY DUTY INSPECTION	\$20.00	
			NYS TIRE TAX X 8 TIRES	\$20.00	
			FET TAX	\$2,782.80	
			TOTAL SALE PRICE	\$26,012.80	
			CUSTOMER PICKUP WHEN READY		

THANK YOU FOR YOUR BUSINESS!!

QUOTE GOOD UNTIL 12/30/2021

Quote #1

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

2 % Service Charge On All Past Due Accounts.
Keep This Slip For Reference.

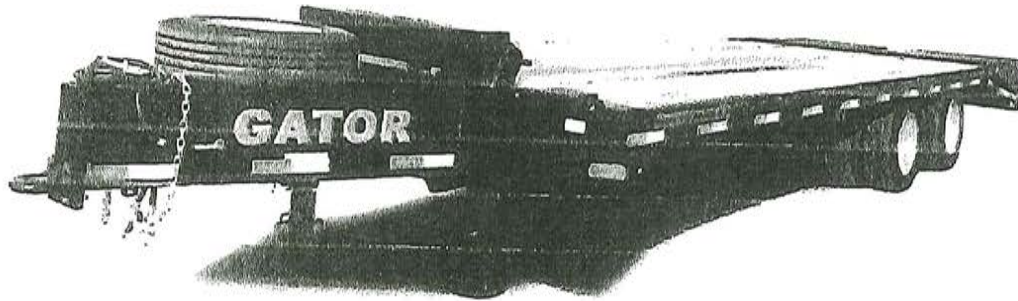
X _____ Charge Sale

Phone: (518) 371-7310 PAY THIS AMOUNT \$0.00

44K Air Brake Pintle Trailer

KEY GATOR ADVANTAGES:

Durable powder coat finish • Nationally top-rated trailers



Standard equipment • Powder coat finish • Pressure treated floor • gator Tuff easy load Big Ramp system • 14"x5 I-beam tongue with pierced frame • All LED lighting • Heavy duty rub rail w side pockets and chain spools • (2) 22.5 Dexter air brake axles w/ 235x75 16-ply tires & wheels

Trailer Specifications

TERRY SAWDEY
TRAILER SPECIALIST



Cell: 585-455-3590 • Office: 585-243-1563 • Fax: 585-243-3311
6502 Barber Hill Rd. Geneseo, NY 14454
www.teitsworthtrailers.com • trailerterry@gmail.com

STANDARD FEATURES:

- 14"x5" I-beam frame
- Gator Tuff powder coat finishing
 - Pierced frame design
 - 6"x2" square tube side frame
 - (2) 22.5 lb axles
 - (8) new tires 235x75 /R17.5 16 Ply Tires
 - 40" wide triple spring assisted ramps – up and down
 - HDSS suspension
 - All LED lights
 - Air brake drum system
 - Stake pockets, rub rail and chain spools on the side of the bed
 - Gussets under the bed
 - Heavy duty pintle hitch
 - (2) 25k heavy duty 2-speed jacks
 - Treated wood floor
 - Prewire harness
 - Legal all US states and Canada
 - Mount for spare tire
 - Mount for winch plate
 - Headboard for load protection

Quote #2

20' Flat + 5' Durtail \$28,990
25' Flat + 5' Durtail \$29,990
Spare Tire is \$450

Stephenson Equipment, Inc.

PROPOSAL Q18345

Date
10/12/2021

Customer	SEI Manager of Trailer Sales
Stock	John Conner

	TAG21-28 (XL) - 21 TON DRAWBAR TAGALONG
MODEL	TAG21-28/102/ZXSP Code 408-014A
RATINGS	FRAME 42,000 lbs. maximum capacity concentrated in 14' 0" of deck
DIMENSIONS	34' 10" Overall length; 102" maximum width
DRAWBAR	80" With 6-position adjustable pintle eye Two-speed landing gear, 50,000 lb lift capacity and 70,000 lb static capacity Steel covered, lockable toolbox
DECK	(2) mounting plates for dual landing gear, (1) each side of drawbar 28' 0" x 102" Platform (22' 0" flat deck + 6' 0" beavertail with 8° loading angle) 34" Loaded deck height with a full capacity load Air operated ramps in lieu of manual, wood covered, 84" L x 38" W Tapered ramp extensions, aluminum, removable 1 1/2" Air dried oak flooring 3/4" Tread plate wheel covers over tires
REAR ASSY	(12) Lashing D's, (6) each side of deck Hutch 44,800 lb multi-leaf 4-spring suspension (2) 22,500 lb. axles; 8-stud hubs with oil-bathed bearings (8) 17.5 x 6.75 8-hole hub piloted disc wheels Aluminum disc wheels on outside wheels with steel disc wheels inside (8) 235/75R17.5 (H) tubeless radial tires 49" axle spacing
LIGHTS	RBC logo mud flaps in lieu of standard LED USDOT approved 12-volt with 7-wire socket (2) LED amber side marker/turn lights, (1) each side of deck for TAG (behind 3 rd D on deck) (2) LED amber clearance lights, (1) each side of deck for TAG (ahead of last D on deck) (2) LED amber clearance lights, (1) each side of deck for TAG (behind 2 nd D on deck) (4) LED mini strobe lights with toggle switch, (2) each side of trailer (1) forward on deck, (1) forward on beavertail) OPTIONAL (2) LED mini strobe lights on rear channel w/toggle switch OPTIONAL (2) LED white license plate lights in toolbox, wired with running lights
BRAKES	Air, 12 1/2" x 7 1/2" shoes; Automatic slack adjusters; ABS (4S/2M system) Spring brakes on (2) axles Cable pull remote air tank drains
FINISH	Rogers Red or Black acrylic polyurethane enamel

Quote #3

	TOTAL PRICE EXW ALBION, PA	\$38,920.00
<i>Costas 5% Discount</i>		<i>1,946.00</i>
	<i>F.O.B. Factory</i>	<i>\$ 36,974.00</i>
<i>Freight in, unload, service/setup, DOT Inspection</i>		<i>1,950.00</i>
<i>Costas Total F.O.B. Prospect Park, PA</i>		<i>\$ 38,924.00</i>
<i>October Contracts Only</i>		
THIS PROPOSAL IS VALID FOR FIFTEEN (5) DAYS!		

JC 10/25/21

Towmaster T-20 Trailer Quoted Features:

Qty	Feature	Description
1	Base Model - T-20	
20	Deck Length - In Feet	
20	Decking Type - 2" Nominal Oak	
	Width - 102" Wide	
1	Beavertail - 5' Cleated Style	
2	Axles - 10K Oil Bath	
2	Suspension - 9700 Hutchens adjustable suspension	
2	Brakes - Air Brakes 2S/1M SENSOR ON 1 AXLE	
8	Tires - 235/85R16(F) MIN PLY RATING E	
8	Wheels - 8 Bolt, Budd Wheels	
1	Jack - 12K Drop Leg	
1	Lights - L.E.D.	
1	Plug - 7 Pole Round	
1	Hitch/Neck - 3" Pintle Ring	
2	Ramps - 5' Cleated Style *	
1	Ramp Color - Equipment Red	
1	Trailer Color - Equipment Black	
8	Tie Downs - D-Rings	

James Ryan

From: Neal Plummer <nplummer@finkeequipment.com>
Sent: Tuesday, November 30, 2021 1:13 PM
To: James Ryan
Subject: New towmaster trailer quote
Attachments: TO clifton park new T-20 Trailer Q 11-30-21.pdf; TO clifton park T-20 trailer Q specs 11-30-21.pdf

Hey Jim,

Quote attached for a new 20 ton towmaster trailer. Pricing is per Sourcewell. Current lead time is 16 months. Any questions, let me know.

Talk to you later!

Thanks,

Neal Plummer
Bobcat of Saratoga
Robert H. Finke & Sons, Inc.
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