

TOWN OF CLIFTON PARK TOWN BOARD MEETING

February 28, 2022

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**
 - **Public Hearing 7:05PM – Conservation Easement (Historic Preservation) Applications**
 - **Town Center Park Update**
 - **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. 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
February 28, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Historic Preservation	Approve applications for the Term Conservation Easement (Historic Preservation) program – 178 Vischer Ferry Road, and 589 Grooms Road	A. Flood
2. Parks & Recreation	Authorize the Supervisor to sign a subcontract with Gina Family for youth and adult pickleball activities	P. Barrett
3. Parks & Recreation	Issue an alcohol permit to Gary and Nancy Schwartz for a gathering at Grooms Tavern on April 9, 2022	P. Barrett
4. Sewer	Authorize the Supervisor to sign an Outside User Agreement for the Corporate Commerce Sewer District with Griner Brothers Builders, LLC for a 2-family property at 29A/29B Vista Ct.	P. Barrett
5. Justice Court	Authorize an increase in revenues and expenditures for office equipment purchased with funds received from a Justice Court Assistance Program Grant	Judges Hughes & Rybak
6. Public Safety	Award the bid for conversion work on two 2022 Dodge Durango Pursuit vehicles for use by the Public Safety Department	P. Barrett
7. IT Advisory Committee	Authorize the purchase of tablets and accessories for use with Citizenserve permitting and parcel management software	A. Standaert/A. Flood
8. Planning	Authorize professional IT services for conversion and deployment of parcel development software	P. Barrett
9. Buildings & Grounds	Authorize the hiring of seasonal employees in the Buildings & Grounds Department	P. Barrett

- | | | |
|------------------------------|--|-------------------|
| 10. Buildings & Grounds | Accept a proposal for the electrical repair and maintenance services for the Town-owned streetlights | P. Barrett |
| 11. Highway/CK Leaf District | Authorize the purchase of a new leaf vacuum machine for the Clifton Knolls Leaf District | D. Bull/C. Rudick |
| 12. Highway | Authorize payment for two weeks rental of street sweeping services from Evolution Construction Services for Spring 2022 | D. Bull |
| 13. Highway | Authorize the Highway Superintendent to sign Amendment Number 1 to the 3/25/2019 Agreement with Barton & Loguidice for professional services for the Bruno Road, Plank Road, and Nadler Road Culvert Replacement project | D. Bull |

TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK

NOTICE OF PUBLIC HEARINGS REGARDING
CONSERVATION EASEMENT (HISTORIC PRESERVATION) APPLICATIONS

Please take notice that the Town Board of the Town of Clifton Park will conduct public hearings on Monday, February 28, 2022, at 7:05 p.m. in the Wood Memorial Room, One Town Hall Plaza, Town of Clifton Park, County of Saratoga, State of New York, at which time and place public comment may be made to the Town Board with regard to Conservation Easement (Historic Preservation) applications under the Conservation Easement Law relating to properties at 178 Vischer Ferry Road and 589 Grooms Road.

Copies of the applications may be inspected in the Town Clerk's office during normal business hours.

Teresa Brobston, Clifton Park Town Clerk

Meg Springli

From: Teresa Brobston <tbrobston@cliftonpark.org>
Sent: Tuesday, February 8, 2022 9:44 AM
To: legals@dailygazette.net
Cc: Meg Springli
Subject: Public Hearing Notice
Attachments: hist. cons. easements.22.doc

Please advertise in the next edition of the Gazette the attached Historic Conservation Easement public hearing notice. Please provide proof of ad and invoice. Thank you!

Teresa J. Brobston

Clifton Park Town Clerk
#1 Town Hall Plaza
Clifton Park, NY 12065
Phone: 518-371-6681
Fax: 518-383-5088
tbrobston@cliftonpark.org

Resolution No. _____ of 2022, a resolution accepting applications for inclusion in the Conservation Easement Historic Preservation program for lands located at 178 Vischer Ferry Road and 589 Grooms Road.

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

WHEREAS, a public hearing was held on February 28, 2022, to allow the Town Board to receive public comment regarding two Conservation Easement (Historic Preservation) Applications for lands located at 178 Vischer Ferry Road and 589 Grooms Road in accordance with Chapter 125 of the Town Code, as amended, and

WHEREAS, the Town Board has considered the applications and the comments received; now, therefore, be it

RESOLVED, that the action constitutes a Type II Action pursuant to the State Environmental Quality Review Act, no further environmental review is required

RESOLVED, that the application for the home located at 178 Vischer Ferry Road Clifton Park, owned by Michael and Tricia Bibighaus (SBL:282.-2-50) and known as the Abner Irish House, is hereby accepted, and is granted a 25-year Conservation Easement (Historic Preservation) in accordance with the attached application, pursuant to Chapter 125 of the Town Code; and be it further

RESOLVED, that the application for the home located at 589 Grooms Road Clifton Park, owned by Raymond Marcucci (SBL:277.-3-17) and known as the Chauncey and Ruth Brockway House, is hereby accepted, and is granted a 25-year Conservation Easement (Historic Preservation) in accordance with the attached application, pursuant to Chapter 125 of the Town Code.



Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, February 16, 2022 4:00 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: 620d65dc4fb9f-Draft_Resolution_Template.docx; 620d65dc4fda5-TB Resolution Back-Up.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Planning Department**
Your email: **jscavo@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **A. Flood**

Requested Meeting Date: **02-28-2022**

Brief Description: **After the public hearing for inclusion of 2- properties into the term historic easment program adopt the resolution to accept both parcels into the program. Must be completed by March 1, 2022 deadline to be recorded on the next tax role in July of 2022**

Budget #: **N/A**
Budget Description: **N/A No Impact**
\$ Amount: **N/A**

Additional Comments/Details: **Draft Resolution Template includes a draft for both properties in two separate resolutions.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Town of Clifton Park

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 | FAX: (518) 371-1136

Resolution No. 196 of 2020, a resolution designating the Chauncey and Ruth Brockway House to be placed on the Clifton Park Town Register of Historic Places.

Introduced by Supervisor Barrett, who moved its adoption, seconded by the entire Town Board.

WHEREAS, the Historic Preservation Commission has recommended that the Chauncey and Ruth Brockway House, 589 Grooms Road, Clifton Park, (SBL: 277.-3-17), be added to the Town Register of Historic Places, and

WHEREAS, the Brockway House was built in 1837 at 589 Grooms Road Chauncey Brockway lived there with his wife Ruth Ann (née Manning), and raised 10 children there until 1852, when they sold their farmhouse and 77-acres, when Chauncey headed west with dreams of striking it rich in the California gold fields and Ruth remained in Clifton Park, and

WHEREAS, the Brockway house was acquired by Orville and Maggie Ostrom by 1883 and remained in the Ostrom family until 1971, and

WHEREAS, the home retains some of its original features including original windows, door, chair rail, baseboard moldings, stairway, doors, and hardware still exist. A large two story rear wing was probably added by the Ostrom family after 1883 and still has original features typical of the late nineteenth century that include oak wainscoting, door and window frames as well as an early 20th century columned room divider, and

WHEREAS, structures placed on this register will be given historic status for purposes of town-wide recognition and as such shall be provided with appropriate marker and inclusion in a town brochure identifying all sites so designated; now, therefore, be it

RESOLVED, that the Town Board hereby adds the Chauncey and Ruth Brockway House, 589 Grooms Road, Clifton Park, to the Town Register of Historic Places.

DECLARED ADOPTED

October 19, 2020

Teresa Brobston, Town Clerk

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

JAMES M. WHALEN
Councilman

AMY J.H. STANDAERT
Councilman

ANTHONY F. MORELLI
Councilman

Chauncey and Ruth Brockway House, 1837

589 Grooms Road

Chauncey P. Brockway (1807-1890) and his wife Ruth Ann Manning (1806-1893) built the house at 589 Grooms Road in 1837, and moved in that year with their six children, ages infant to 10 years. They would have four more children; the last a daughter, born in 1851. In 1852 Chauncey and Ruth sold their farmhouse and 77 acres. Chauncey went west to strike it rich in the California gold fields, and his wife, Ruth and the younger children moved in with their eldest daughter Eliza Ann (1827-1915) who had married a neighbor, Abraham Flagler (1824-1909). In 1867, Chauncey was in Sacramento, California where he operated a saloon. Ruth continued to live with her daughter.

By 1883, Orville Ostrom (1843-1930) and his wife Maggie Keeler (1845-1921) had acquired the farmhouse on Grooms Road, and it passed through the family to their grandson, Wallace M. Ostrom, who sold the house in 1971.

The front section of the house, constructed in 1837, still has many original features including original window, door, chair rail, and baseboard moldings. The original stairway, and even original grain painted doors and hardware still exist. The large two story rear wing was probably added by the Ostrom family after 1883, and still has original features from the late nineteenth century that include original oak wainscoting, door and window frames. An original columned room divider, a c. 1910 architectural feature, has also been retained.





Town of Clifton Park

Planning Department

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6054 | FAX: (518) 371-1136

Sent Via Email

June 18, 2021

Philip Barrett, Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Re: Planning Board Recommendation for Historic Conservation Easement Application at
178 Vischer Ferry Road, Rexford, NY

Dear Supervisor Barrett:

On behalf on the Planning Board, I have reviewed the attached application for a Historic Conservation Easement filed by Mr. Michael Bibighaus for his property at 178 Vischer Ferry Road. I fully support the property owner's request to be included in the Historic Preservation Conservation Easement Program and issue a positive recommendation on the following facts note on the interactive Map for Historic Places within Clifton Park, on the Town's Website:

178 Vischer Ferry Road

Fine example of vernacular Federal architecture. Abner Irish (1748-1825) and his wife, Thankful, arrived from Amenia, Dutchess County. The interior retains its original 1795 Federal woodwork, mantels, and stairway. This early Clifton Park farm also retains all the original farm outbuildings.



If you have any questions regarding this recommendation, please do not hesitate to contact me.

Best Regards,

John P. Scavo

John P. Scavo
Director of Planning

Cc: Town Board Members, Town of Clifton Park
Teresa Brobston, Town Clerk
Thomas McCarthy, Esq., Town Counsel
Walter Smead, Town Assessor

Application for Conservation Easement Designation
Town of Clifton Park Town Board

Pursuant to Local Law No. 12 of 1996; Amended in 2004, 2008, 2011, 2020

Date: 6/18/2021

NOTE: Minimum land requirement for one applicant is 15 acres excluding 1 acre for the residence. Minimum land requirement for two applicants is 7.5 acres each excluding 1 acre for the residence.

Name of Applicant(s):

Parcel #1:
Name: Michael Bibighaus
Address: 178 Vischer Ferry Rd
Rexford NY 12148
Phone: 518-396-5765
Signature: [Signature]
Tax Map No: _____

Parcel #2:
Name: Tricia Bibighaus
Address: 178 Vischer Ferry Rd
Rexford 12148
Phone: 518-265-9448
Signature: [Signature]
Tax Map No: _____

Location(s) of land to be designated as a Conservation Easement parcel:
178 Vischer Ferry Rd. Rexford NY 12148

Does an Agricultural Exemption currently exist on either parcel? ___ Yes ___ No

Type of Conservation Easement requested:

- ___ Conservation Easement
- ___ Conservation Easement (Farming purposes)
- Conservation Easement (Historic Preservation)

Duration of the Conservation Easement:

___ 15 years ___ 20 years ___ 25 years

Property Description:

Acres: Parcel #1: 8 Parcel #2: _____ Total: _____
Acres to be designated as Conservation Easement: Parcel #1: _____ Parcel #2: _____
Building Area: Parcel #1: _____ Parcel #2: _____
Number of Single Family dwellings: Parcel #1: 1 Parcel #2: _____
Number of Historic or Farm Buildings and square footage of each: 1

What makes your land or building(s) eligible? _____

For Office Use Only:

Application Fee (\$15.00) Paid: [Signature]
Survey Stamped by Licensed Surveyor: _____
Referral to Planning Board: _____
Referral to Environmental Specialist: _____
Referral to Historic Preservation Commission: _____
Date of Town Board Public Hearing: _____
Date of Town Board Approval: _____
Date Filed with Assessor (Must be approved by Town Board and filed no later than April 10): _____
Agreement Signed and Filed: _____
COMPLETE CERTIFICATION ON REVERSE SIDE:

RECEIVED
JUN 18 2021
TOWN OF CLIFTON PARK
ASSESSORS OFFICE

RECEIVED
JUN 18 2021

TOWN OF CLIFTON PARK
ASSESSORS OFFICE

Owner Authorization – Parcel #1

The undersigned, certifies that (s)he is the owner of the premises known as 178 Vischer Park
Roxford NY 12148, identified as Tax Map # 282-2-5D and hereby certifies
that the information on this application is a true statement of facts and further permits the Town or its
authorized representative access to the property to review existing conditions during the review process.

STATE OF NEW YORK)
COUNTY OF SARATOGA)SS.

On this 18th day of June, Two thousand and twenty-one, before me, the subscriber,
personally appeared Patricia A. Bibbans to me personally known and
known to me to be the same person described in and who executed the within Instrument, and executed the
same.

Patricia A. Bibbans
Owner

Teresa J. Brobston
Notary Public

TERESA J. BROBSTON
Notary Public, State of New York
Reg. No. 01BR5079464
Qualified in Saratoga County
Commission Expires June 2023

Owner Authorization – Parcel #2

The undersigned, certifies that (s)he is the owner of the premises known as _____
_____, identified as Tax Map # _____ and hereby certifies
that the information on this application is a true statement of facts and further permits the Town or its
authorized representative access to the property to review existing conditions during the review process.

STATE OF NEW YORK)
COUNTY OF SARATOGA)SS.

On this _____ day of _____, Two thousand and _____, before me, the subscriber,
personally appeared _____ to me personally known and
known to me to be the same person described in and who executed the within Instrument, and executed the
same.

Owner

Notary Public

FOR ASSESSOR'S USE

1. Date application filed: _____
2. Applicable Taxable Status Date: _____
3. Action on application: _____ Approved _____ Disapproved
4. Assessed Valuation of parcel prior to Conservation Easement:
Parcel #1: _____ Parcel #2: _____
5. Total Assessed Valuation with Conservation Easement:
Parcel #1: _____ Parcel #2: _____
6. Amount of decrease:
Parcel #1: _____ Parcel #2: _____

<u>Duration</u>	<u>Percentage</u>
County: _____	_____
Town: _____	_____
School District: _____	_____
Assessor's Signature: _____	Date: _____

Abner Irish House
ca. 1795
178 Vischer Ferry Road

\$

Fine example of vernacular Federal architecture. Abner Irish (1748-1825) and his wife Thankful arrived from Amenia, Dutchess County. The interior retains its original 1795 Federal woodwork, mantels, and stairway. This early Clifton Park farm also retains all of the original farm outbuildings.





Town of Clifton Park

Planning Department

One Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6054 |
Planning@Cliftonpark.org

SENT VIA EMAIL

December 22, 2021

Philip Barrett, Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Re: Historic Preservation Conservation Easement Recommendation for an Application at
589 Grooms Road, Clifton Park, NY

Dear Supervisor Barrett:

The Historic Preservation Commission unanimously voted to recommend including 589 Grooms Road in the Town Historic Conservation Easement Program. As noted on Clifton Park Historic Places' Interactive Map, Cliftonpark.org, Chauncey and Ruth Brockway 1837 were previous property owners. Chauncey P. Brockway (1807-1890) and wife Ruth (1806-1893) from Schodack, Rensselaer Co., built this house in 1837. Chauncey left his wife and ten children in 1852 to strike it rich in the California gold rush. Ruth and her younger children moved in with her eldest daughter and son-in-law, Abraham Flagler (1824-1909). The historic house retains many original architectural features.

If you have any questions regarding this recommendation, please do not hesitate to contact me.

Best Regards,

John P. Scavo

John P. Scavo
Director of Planning

Cc: Amy Flood, Town Board Member – Historic Preservation Town Board Liaison
Clifton Park Historic Preservation Commission Members

Assessor

RECEIVED

DEC 28 2021

CLIFTON PARK TOWN CLERK

**Application for Conservation Easement Designation
Town of Clifton Park Town Board**

Pursuant to Local Law No. 12 of 1996; Amended in 2004, 2008, 2011

Date: 12-28-2021

NOTE: Minimum land requirement for one applicant is 15 acres excluding 1 acre for the residence. Minimum land requirement for two applicants is 7.5 acres each excluding 1 acre for the residence.

Name of Applicant(s):

Parcel #1:
Name: RAYMOND MARCUCCI
Address: 589 Grooms Rd
Phone: 518 603 7219
Signature: [Signature]
Tax Map No: 277-3-17

Parcel #2:
Name: _____
Address: _____
Phone: _____
Signature: _____
Tax Map No: _____

Location(s) of land to be designated as a Conservation Easement parcel: Grooms Rd
589

Does an Agricultural Exemption currently exist on either parcel? Yes No

Type of Conservation Easement requested:

- Conservation Easement
- Conservation Easement (Farming purposes)
- Conservation Easement (Historic Preservation)

Duration of the Conservation Easement:

15 years 20 years 25 years

Property Description:

Acreage: Parcel #1: 1.40 AC Parcel #2: _____ Total: _____
Acreage to be designated as Conservation Easement: Parcel #1: _____ Parcel #2: _____
Building Area: Parcel #1: _____ Parcel #2: _____
Number of Single Family dwellings: Parcel #1: 1800 sq ft Parcel #2: _____
Number of Historic or Farm Buildings and square footage of each: _____

What makes your land or building(s) eligible? ON Historic Registry

For Office Use Only:

Application Fee (\$15.00) Paid: CASH #15 12/28/21 [Signature]
Survey Stamped by Licensed Surveyor: _____
Referral to Planning Board: _____
Referral to Environmental Specialist: _____
Referral to Historic Preservation Commission: _____
Date of Town Board Public Hearing: _____
Date of Town Board Approval: _____
Date Filed with Assessor (Must be approved by Town Board and filed no later than April 10): _____
Agreement Signed and Filed: _____
COMPLETE CERTIFICATION ON REVERSE SIDE: _____

RECEIVED

DEC 29 2021

TOWN OF CLIFTON PARK
ASSESSOR'S OFFICE

Owner Authorization - Parcel #1

The undersigned, certifies that (s)he is the owner of the premises known as 589 Grooms Road
Clifton Park NY 12065, identified as Tax Map # 277.3-17 and hereby certifies
that the information on this application is a true statement of facts and further permits the Town or its
authorized representative access to the property to review existing conditions during the review process.

STATE OF NEW YORK)
COUNTY OF SARATOGA)SS.

On this 28 day of December, Two thousand and twenty-one, before me, the subscriber,
personally appeared Raymond W. Marcucci to me personally known and
known to me to be the same person described in and who executed the within Instrument, and executed the
same.

Raymond W. Marcucci
Owner

Teresa J. Brobston
Notary Public

Owner Authorization - Parcel #2

The undersigned, certifies that (s)he is the owner of the premises known as _____
_____, identified as Tax Map # _____ and hereby certifies
that the information on this application is a true statement of facts and further permits the Town or its
authorized representative access to the property to review existing conditions during the review process.

STATE OF NEW YORK)
COUNTY OF SARATOGA)SS.

On this _____ day of _____, Two thousand and _____, before me, the subscriber,
personally appeared _____ to me personally known and
known to me to be the same person described in and who executed the within Instrument, and executed the
same.

Owner

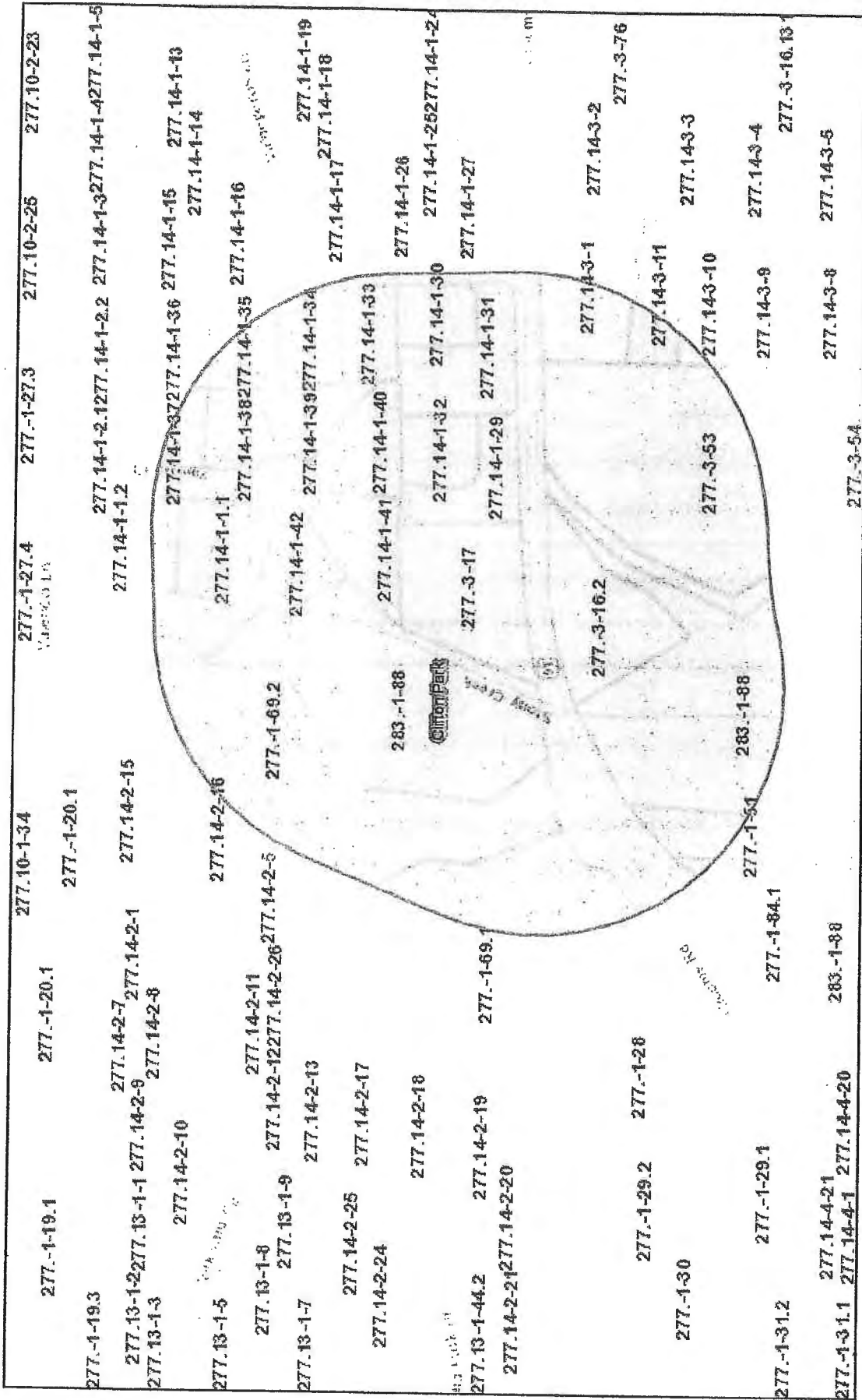
Notary Public

FOR ASSESSOR'S USE

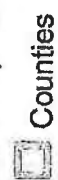
1. Date application filed: _____
2. Applicable Taxable Status Date: _____
3. Action on application: _____ Approved _____ Disapproved
4. Assessed Valuation of parcel prior to Conservation Easement:
Parcel #1: _____ Parcel #2: _____
5. Total Assessed Valuation with Conservation Easement:
Parcel #1: _____ Parcel #2: _____
6. Amount of decrease:
Parcel #1: _____ Parcel #2: _____

<u>Duration</u>	<u>Percentage</u>
County: _____	_____
Town: _____	_____
School District: _____	_____
Assessor's Signature: _____	Date: _____

TERESA J. BROBSTON
Notary Public State of New York
Reg. No. 01BR5079464
Qualified in Saratoga County
Commission Expires June 9, 2013



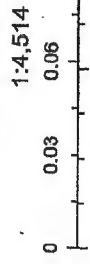
October 22, 2020



Counties
Towns
Cities



Villages
2019 Labels



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS.

Resolution No. _____ of 2022, a resolution authorizing the Supervisor to sign contracts with 2022 Subcontract hires.

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

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs has requested that the Town Board authorize a contract with Gina Family for Pickleball Activities for both youth and adults as part of its 2022 Recreation Programs, and

WHEREAS, the Town Board supports such additions to its Recreation Programs; now, therefore, be it

RESOLVED, that the Town Supervisor is hereby authorized to sign the attached contract with Gina Family as a 2022 Recreation Subcontractor to be paid from A-7310-072 (General Fund – Recreation – Contractors).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, February 7, 2022 10:11 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: 6201367c66ecb-Pickleball Contract 2022.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Parks & Rec**
Your email: **mkramer@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **02-28-2022**

Brief Description: **a resolution authorizing the Supervisor to sign a contract with Gina Family, 20 Legends Way, Ballston Lake, to run Pickleball programs for both youth and adults during the 2022 Spring and Summer seasons.**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

AGREEMENT WITH Gina Family / Pickleball Programs

THIS AGREEMENT, dated the 27 day of Dec 2021, between the TOWN OF CLIFTON PARK, NEW YORK, a municipal corporation with its principle office located at 1 Town Hall Plaza, Clifton Park, New York 12065 (hereinafter referred to as the "Town"), and Gina Family, an organization (or individual) with expertise in or special emphasis on Pickle Ball Programs with its principal office located at 20 Legends Way Ballston Lake ,NY 12019(Hereinafter referred to as the "Organization").

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

WHEREAS, Pickleball Activities would fall within the scope of the recreation program offered by the Town; and

WHEREAS, the Organization is engaged in operating Pickleball Activities and has offered to operate Pickleball Activities on behalf of the Town for the benefit of Town residents.

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

ARTICLE 1

SCOPE AND TERMS OF AGREEMENT

1.1 Duration: This Agreement is for a period of one (1) year commencing on the 1st day of January 2022 and ending on the 31st day of December 2022.

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

a. The Town of Clifton Park will develop a class roster through the Town registration system. If a wait list is developed, the Town will oversee and remove individuals from the waitlist and place them in the registration system as

open positions are made available by the Organization. The Organization shall not create a separate registration system or waitlist for the Pickleball Activities.

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

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

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

The remainder of registration fees will be paid to the Organization in three installments payable prior to program start, during programming and at the close of the program after all billing is received.

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

c. Refund Policy: The Town of Clifton Park's refund policy is as follows: "All refund requests must be in writing to the Town of Clifton Park Office of Parks, Recreation and Community Affairs and be received 10 days prior

to start of program. No refunds will be considered after that date. There will be a \$10 non-refundable charge on all registrations received prior to the 10-day period." Organization shall strictly follow the refund policy and refer all refund questions to the Director.

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

1.5 Facilities: During the term of this Agreement, and any renewals thereof, the Town agrees to provide the Organization with facilities to conduct Arts & craft activities either utilizing town-owned facilities or by renting space elsewhere, as the Pickleball Activities require.

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

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

by the Organization, reasonable wear and tear accepted. In the event that the Organization or any of its employees, guests or invitees causes damage or destruction to the facilities, the Organization agrees to promptly repair/replace and pay the cost of said repair/replacement.

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

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

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

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

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

& craft activities in recreation booklets, online registration system, press releases and website.

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

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

ARTICLE II

TERMINATION OF AGREEMENT

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

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

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

any storage costs for such personal property and the Organization further agrees that the Town shall in no way be held responsible for loss, damage or claims for personal property removed or stored under this provision.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

ARTICLE IV

MISCELLANEOUS

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

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

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

Parks, Recreation & Community Affairs

Myla Kramer, M.S.W., Director

1 Town Hall Plaza

Clifton Park, NY 12065

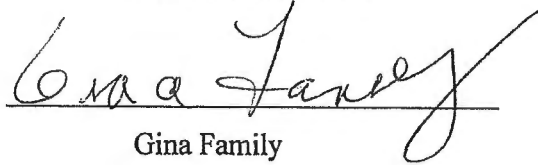
Or to any other person or persons either party designates in writing to the other from time to time in the manner provided above.

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

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

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

Pickleball Activities


Gina Family

Date:

12/27/21

Town of Clifton Park New York

By:

Philip Barrett, Supervisor

Date:

Resolution No. _____ of 2022, a resolution authorizing Gary and Nancy Schwartz to serve alcoholic beverages at a gathering to be held at Grooms Tavern on April 9, 2022.

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

WHEREAS, Gary and Nancy Schwartz, 38 Esopus Drive, Clifton Park are hosting a gathering on April 9, 2022 from 5:00 P.M to 8:00 P.M., and

WHEREAS, Gary and Nancy Schwartz have requested permission to serve alcohol in the form of beer and wine at the event; now, therefore, be it

RESOLVED, that Gary and Nancy Schwartz are hereby authorized to serve beer and wine at a gathering at Grooms Tavern on April 9, 2022 from 5:00 P.M. to 8:00 P.M.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, February 8, 2022 8:55 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: 6202764872b1c-Schwartz Alcohol Permit.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Parks & Rec**
Your email: **mkramer@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **02-28-2022**

Brief Description: **A resolution permitting Gary and Nancy Schwartz, 38 Esopus Drive, Clifton Park to serve alcohol during a gathering at the ~~Locust Lane Clubhouse~~ on April 9, 2022 from 5:00pm to 8:00pm.**

Budget #:
Budget Description:
\$ Amount:

Grooms Tavern ↘
2/18
called Lori to verify location.
Application has both
Locust Lane & Grooms Tavern
Checked off

Verified Grooms Tavern

Additional Comments/Details:

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Town of Clifton Park

OFFICE OF PARKS, RECREATION AND COMMUNITY AFFAIRS

One Town Hall Plaza • Clifton Park, New York 12065 • (518) 371-6667 • Fax: (518) 383-5088

Myla E. Kramer, M.S.W., Director

OFFICE OF PARKS & RECREATION

Received On: 1/7/22

2021 Special Alcohol Use Permit Request
(Please attach to Facility Permit Application) 4968

Amount: 175.00

Name of Organization: Gary & Nancy Schwartz

Contact Person: Nancy Schwartz

Address: 38 Esopus Drive Clifton Park 12065

Phone (home): _____ (work) _____ (cell) 518(496-0648)

Email: nanzschwartz@gmail.com

Location, Date and Time of Event: April 9th, 2022 Saturday
@ 5:00 pm

Alcohol Permit is governed by the additional conditions: (please see initial conditions listed on Facility Permit Application)

1. The permit is not transferable.
2. Permit is valid for specified date and time of event only.
3. Only beer and wine are allowed in Town parks or facilities. Glass beverage containers are not permitted.
4. Permit holder only is allowed to bring alcoholic beverages into the park and is responsible for the conduct of all group members.
5. Permit holder must retain permit and make available upon request by proper park official or security officer.
6. Permit holder will be responsible for assuring ALL MEMBERS of his/her party that consume alcohol are of legal age to drink alcoholic beverages according to New York State law.
7. Alcoholic beverages are not permitted in parking lots or children's play areas.
8. The sale of alcoholic beverages in Town parks or facilities is strictly prohibited.
9. Alcoholic beverages are not to be consumed by team members during athletic team competition.
10. You must be at least 21 years of age to purchase an alcohol permit.
11. Permit Request must be submitted at least 30 days prior to rental date.

\$25 non-refundable fee must accompany special permit request.

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them.

SIGNED: Nancy Schwartz

Date: 12/8/21

For Office Use Only:

Date on Town Board Agenda: _____

If Approved, Permit Issued and Mailed to Applicant: _____



Town of Clifton Park

OFFICE OF PARKS, RECREATION AND COMMUNITY AFFAIRS
One Town Hall Plaza * Clifton Park, N.Y. 12065 * (518) 371-6667 * (518) 383-5088

Myla E. Kramer, M.S.W., Director

INDOOR FACILITY USE REQUEST

General Information

Name of Organization: Mr. & Mrs. Gary Schwartz Today's Date: 1/7/22

Contact Person: Nancy Schwartz

Address: 38 Esopus Dr. City: Clifton Park, NY 12065

Phone (home): (518) 496-0646 (work) (cell) (518) 496-0646

Email: nanzischwartz@gmail.com

Facility Requested

Historic Grooms Tavern (back meeting room)	<u>X</u>	<i>verified by LH on 2/18/22</i>
Locust Lane Clubhouse (large main room)	<u> </u>	<u> </u>

Date Requested: April 9th, 2022

Time: to

of Participants:

Type of Use: Educational Exhibit Community Social X

Please explain use: For a bridal shower (adults only) with attendance to be @ 45 people.

For Grooms Tavern only:

Requesting use of the: Kitchenette X Projector and Screen Sound System

Use Fee Schedule:

- Approval for the rental of both facilities shall be given to Town residents, Town-based not-for-profits, Town-based community groups and Town businesses.
- Groups and organizations shall be required to furnish a deposit of \$100.00 at the time of reservation. Additional charges may be imposed for extra cleaning, security, or other special preparations.
- All users must meet one of the four criteria for "Permitted Uses" set forth above, with final approval made by Office of Parks, Recreation & Community Affairs.
- Meetings – No charge for local non-profit community groups. Each group is limited to one meeting a week.
- Meetings – For other organizations - \$25.00 per hour.
- Businesses - \$50.00 per hour.
- Social Events - Minimum rental fee of \$150 includes three hours for room and kitchen area rental as well as trash pickup. \$50 for each additional hour.
- Town programs have priority.
- All fees are non-refundable.
- **Please pick up after yourself. The Town has a carry-in, carry-out policy. The Town of Clifton Park requires that you must take out what you bring in. If you would like to pay an additional \$75.00 per day for trash removal, please indicate.

Yes No X INITIAL

Does your organization carry liability insurance? Yes M No X
homeowners insurance only.

Covid-19 Requirements:

Organizations using the facilities are responsible for complying with NYS Executive Orders, mandates and NYS Department of Health Guidance issued to prevent the Spread of the Covid-19 Virus. These guidelines change frequently. It is your responsibility to check appropriate websites for the most current guidance. Information regarding these orders, mandates, and NYS DOH Guidance documents can be found at:

- www.governor.ny.gov
- www.health.ny.gov
- <https://coronavirus.health.ny.gov/home>

Rental area must be cleaned & sanitized after use. As stated above, NYS guidelines must be met, which include but not limited to: following current protocols for maximum number of attendees for indoor social gatherings, as well as maintaining a minimum of 6' apart and wear masks when unable to do so. Please wash hands frequently and use hand sanitizer.

By signing below, I agree that I have read the above Covid-19 Requirements and understand that it is my responsibility to adhere to and fully understand the most current guidelines set forth by New York State.


Permit Applicant Signature

1/7/2022
Date

I have read and agree to follow the Rules and Policies for *Indoor Facility Use*.

Permit is governed by the following conditions

1. Permits valid for date(s), restricted to facility, and number of participants as indicated on permit.
2. Area and facility must be left clean. Any damage incurred is the responsibility of the permit holder.
3. Town of Clifton Park park rules (see attached) shall be adhered to. Immediate termination of the event and removal from the premises may occur by an authorized representative of the Town if in violation of these rules and regulations.
4. Obnoxious behavior or excessive noise will not be permitted.
5. Permit holder must retain permit and make available upon request by park or police official.
6. Open containers of alcoholic beverages are prohibited in all parks, unless a permit has been issued which allows for the consumption of alcoholic beverages on the premises for which the permit has been issued. Such permits are authorized solely by the Town Board via resolution. A separate "Special Alcohol Use Permit Request" form must be submitted with this form.
7. Permits are available through Clifton Park Office of Parks, Recreation and Community Affairs and must be posted at the facility rental site.
8. Permit holder may be required to obtain and show proof of insurance naming Town of Clifton Park as an "Additional Insured".

I have read the Town of Clifton Park rules and the above special conditions and agree to abide by them. I understand there is a **no refund policy** on this rental. The town will work with me on rescheduling when possible, if needed.

Indemnity: _____ (NAME) agrees to indemnify and hold the Town, it's officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of _____ (NAME) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on _____ (RENTAL DATE).

Please sign and return this form with facility usage fee, if applicable, to:
Town of Clifton Park
Office of Parks, Recreation & Community Affairs
1 Town Hall Plaza
Clifton Park, NY 12065

Thank you for your cooperation and enjoy your day!

SIGNED: Nancy L. Schwendy DATE: 1/7/2022
Applicant for Permit

APPROVED: A. Hughes
Parks & Recreation Office

For Office Use Only	
	Total
Historic Grooms Tavern Rental	<u>3 hrs</u>
Locust Lane Clubhouse Rental	
Security	
Trash Removal	
Other	<u>alcohol</u>
Total Charges Due:	<u>25.00</u>

Date Paid:	<u>150.00</u>
Amount Paid:	<u>✓</u>
Payment Type:	<u>check 4968</u>
Permit Given:	<u>✓</u>

Resolution No. _____ of 2022, a resolution authorizing the Supervisor to sign an Outside User Agreement for the Corporate Commerce Sewer District for property located at 29A/29B Vista Court, currently known as the Lands of Griner Brothers Builders, LLC, a 2-family residential structure.

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

WHEREAS, the Town Board as Commissioners of the Corporate Commerce Sewer District No. 1 has received a request to extend service to land owned by Griner Brothers Builders, LLC, to be developed as a 2-family duplex residential structure, particularly identified as SBL: 270.8-5-4.2, and

WHEREAS, the real property is located outside the current service area of the Corporate Commerce Sewer District and

WHEREAS, the Sewer Department has determined that sufficient capacity exists within the Corporate Commerce Sewer District to provide service to the property, and

WHEREAS, the Town Board recognizes the environmental, planning and policy objectives met by approving sewer service over alternative plans, and

WHEREAS, the Corporate Commerce Sewer District was established pursuant to a Map, Plan and Report prepared by McDonald Engineering, as revised in February 2003; now therefore be it

RESOLVED, that the Town Board as Commissioners of Corporate Commerce Sewer District No. 1 hereby approves an outside user connection to the District's facilities for property located at 29A/29B Vista Ct., Clifton Park, NY, with rates for operating, maintaining, and debt service changes established per the Map, Plan and Report, as revised; and be it further

RESOLVED, that the Outside User Agreement shall be assigned to all the residences to be built at 29A/29B Vista Ct., SBL: 270.8-5-4.2, and connected to the Corporate Commerce Sewer District facilities, and be it further

RESOLVED, that the Planning Department shall note the Outside User Agreements for each property on the Final Subdivision, and be it further

RESOLVED, that the applicant shall be required to pay hookup fees of \$1,000 per unit at the time of issuance of the building permit.

CORPORATE COMMERCE SEWER DISTRICT
OUTSIDE USER AGREEMENT

On this ____ day of _____, 2022, it is hereby agreed between the Town Board of the Town of Clifton Park as Commissioners of the Corporate Commerce Sewer District of the Town of Clifton Park, Saratoga County, hereinafter referred to as the "Sewer District" or "District" and Griner Brothers Builders, LLC as owner of Residential Property improved with two-family duplex at 29A/B Vista Ct, Clifton Park NY 12065 also identified as Book 2022 Page 4224 section 270.8 block 5 lot 4.2 and referred to herein as "Sewer User".

1. Sewer User hereby represents that they are the owners of a certain parcels of property in the Town of Clifton Park, County of Saratoga as depicted in Exhibit "A" of this Agreement, having Street Addresses of All such lots have been approved for the development of single-family homes. SEWER USER also represents, and the Town Acknowledges, that such real property is outside of the Corporate Commerce Sewer District boundaries as defined in the maps, plan and reports establishing and extending the District, and that they desire that they may be permitted to connect said single family homes to the sewer main.
2. The Sewer District agrees that SEWER USER may make two connections from said sewer main to the said dwelling and that the Sewer District will furnish service to them upon the following terms and conditions:
 - a) SEWER USER hereby agrees to pay the following permit fees for connection to the Sewer District facilities,
 1. A \$1,000.00 hookup fee per lateral, payable at the Time of application for this Agreement.
 2. This Agreement may require a Saratoga County Sewer District #1 Grinder pump permit, which will be required prior to connecting to the system.
 3. Future maintenance and repair of the gravity lateral or grinder pump will be the responsibility of the Homeowner.
 4. Corporate Commerce Debt Service Sewer Charges of 1 unit per \$80,000 of Assessed Value of the improved property per Map, Plan and Report as revised dated February 24, 2003. For 2022, 1 unit = \$66.00 (see attached).
 5. Town operation and maintenance charges ... \$0.00
 6. Saratoga County Operation and maintenance fees as annually established. (Currently \$255.00 per year.)
 - b) SEWER USER also understands and agrees that these charges will become a component of the annual assessment on the property, and will run with the property and shall be an assessment against the property annually.

- c) SEWER USER shall, at their own expense and subject to the supervision and approval of the Superintendent of said Sewer District shall make two connections with the sewer main on NYS Rt 146, Clifton Park NY. All such equipment or attachments shall be the same as those now used in said Sewer District or as prescribed by the Town Sewer Use Ordinance.
 - d) Each SEWER USER and property owner shall maintain the said service line from the sewer main, into their dwelling and shall also be responsible for and shall maintain the equipment and attachments thereto.
3. SEWER USER also agrees that the employees or agents of said Sewer District may enter upon their premises to inspect for illegal connections or discharges.
4. SEWER USER agrees that no further extensions or additions to any part of the existing sewer system, or the connection which is subject of this agreement, shall be made without express written consent of the Sewer District.
5. All Policies, Rules, regulations and restrictions which are applicable to customers shall apply to the Sewer User except to the extent they are inconsistent with this agreement and they agree to abide by said Policies, rules, regulations, and restrictions. Sewer User also agrees to make an application for service and abide by the conditions as set forth therein. A copy of said application is attached herewith as Exhibit A and is made part of this instrument.
6. Each SEWER USER and property owner connected to the District facilities shall pay any sewer rent or rate, equivalency charge or any other money owed to the District within thirty (30) days after the sending of a bill therefore. If user fails to pay said sewer rent or rate or equivalency charge or other money owed to the District within said thirty (30) day period of time the District may discontinue the supply of such sewer to the Sewer User upon five (5) days' notice as well as resort to any other remedy available to it.
7. SEWER USER further agree that if a petition is circulated which would include their property in an extension of said Sewer District; they will sign such petition for inclusion in such extension or consent to be included within an expanded sewer district. If Sewer User refuses to sign such petition and consent to inclusion within the district upon its extension, then upon ten (10) days' notice of the Sewer District, this Agreement shall terminate and come to an end.
8. This agreement shall terminate in the event the Sewer District is extended to include the sewer user property. It shall also be terminated at the option of the Sewer District upon failure of User to fulfill the terms of this agreement for a period of thirty (30) days after written notice of such failure. Otherwise this agreement shall be binding on the heirs, executors, successors and assigns of

SEWER USER and the successors and assigns of the Sewer User and the successors and assigns of Corporate Commerce Sewer District. The provisions of this Agreement shall be reviewed, and upon the agreement of all parties herein renewed on an annual basis.

9. SEWER USER shall hold harmless and indemnify the Sewer District, its successors, agents and/or assigns, from any injury or liability arising out of this agreement.

TOWN OF CLIFTON PARK

Owner

Supervisor

Owner

Dated

Dated

TOWN OF CLIFTON PARK

Preliminary Engineering Report
Corporate Commerce Sewer District

for the

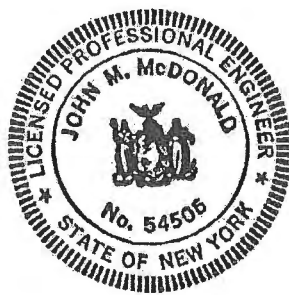
Town of Clifton Park

One Town Hall Plaza
Clifton Park, NY 12065

REVISED FEBRUARY 24, 2003

REVISED DECEMBER 3, 2001

May 7, 2001



Prepared by:

John M. McDonald Engineering, P.C.
7 South Church Street
Schenectady, NY 12305
518/382-1774

Corporate Commerce Debt Service Sewer Charges

Parcel Id.	Owner of Record	Assessment		Acreage		Total Debt Units	Projected Debt Charge
		Total	Units	Acres	Units		
270.-2-3.121	Teele, B. and Mitchell, T.	\$ 174,000	2.18	45.18	4.52	6.69	\$ 3,262.53
270.-2-3.11	Teele, B. and Mitchell, T.	\$ 117,800	1.47	22.00	2.20	3.67	\$ 1,790.18
270.-1-23.1	Putnam, J. Roger & Sara F	\$ 157,500	1.97	21.67	2.17	4.14	\$ 2,015.99
270.-1-20.111	Parisi, Frank N Etal	\$ 207,900	2.60	98.37	9.84	12.44	\$ 6,061.86
270.-2-2	21st. Century Park	\$ 925,000	11.56	25.30	2.53	14.09	\$ 6,869.45
		\$ 1,582,200.00	19.78	212.52	21.25	41.03	\$ 20,000.00
			TOTAL CAPITAL COST		\$530,000		
			DEBT SERVICE		\$20,000		
			TOTAL DS UNITS		41.03		
			DS/UNIT		487.45		
	assessment units; 1 unit per \$80,000 acreage units; acreage x 0.1						



SARATOGA COUNTY – STATE OF NEW YORK
 SARATOGA COUNTY CLERK
 CRAIG A. HAYNER
 40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: 2022004224

Receipt#: 2022212415429
 Clerk: GB
 Rec Date: 02/02/2022 10:17:38 AM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 6

Party1: FLEISCHMAN MICHAEL M JR
 Party2: GRINER BROTHERS BUILDERS LLC
 Town: CLIFTON PARK
 270.8-5-4

*split to
 270.8-5-4.2*

Recording:

Pages	25.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notice of Transfer of sal	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00
Names	0.00
TP 584	5.00

Sub Total: 210.00

Transfer Tax
 Transfer Tax 260.00

Sub Total: 260.00

Total: 470.00
 **** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 4394
 Transfer Tax

Transfer Tax 260.00

Total: 260.00

Record and Return To:

ELECTRONICALLY RECORDED BY CSC INGeo

This page constitutes the Clerk's endorsement, required by section 316-a (5) & 319 of the Real Property Law of the State of New York with a stamped signature underneath.

Craig A. Hayner

Saratoga County Clerk

2022004224
02/02/2022 10:17:38 AM
6 Pages RECORDED
DEED
Saratoga County Clerk

THIS INDENTURE, made on the 31 day of December, 2021
BETWEEN Michael M. Fleischman, Jr.

residing at 1267 NYS Route 146, Clifton Park, NY 12065
party of the first part,

AND Griner Brothers Builders, LLC

with an office located at 32A Linden Park Drive, Halfmoon, NY 12065
party of the second part,

WITNESSETH, that the party of the first part, in consideration of \$10.00 and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs, executors, administrators, successors and assigns of the party of the second part, forever,

ALL that certain plot, piece or parcel of land, located in the Town of Clifton Park, County of Saratoga and State of New York more particularly described as Lot 2 on a map entitled "Map of Proposed Land Division - Lands at 1267 New York State Route 146 for Michael M. Fleischman, Jr. & Ariel Fleischman, situate Town of Clifton Park, County of Saratoga, State of New York," last dated 03/25/2021 and filed on 4/14/2021 on the Office of the Saratoga County Clerk as M2021064.

BEING a portion of the parcel of land conveyed to the Grantor herein, Michael M Fleischman, Jr. by deed from James Mahanna a/k/a James E. Mahanna, dated May 28, 2015 and recorded on June 3, 2015 in the Saratoga County Clerk's Office in Instrument No. 2015015646.

SUBJECT TO all covenants, restrictions, easements and agreements of record, if any, as may affect the same, including but not limited to those shown on the aforesaid map.

[Utility Easement]

SUBJECT TO a perpetual and non-exclusive utility easement reserved onto the Grantor herein, its heirs and assigns forever, by, over and through lot 2, under and across the area of the premises at the location of the existing sewer line and for eight feet on either side, together with necessary access for the maintenance of the same for the purpose of using, maintaining, repairing, replacing, upgrading and removing the existing underground utility line, existing and installed in the future, within the utility easement area.

[Driveway Easement]

TOGETHER with an perpetual easement and right of way over and upon the Proposed Perpetual Ingress-Egress easement area described in the Site Specific Note No. 3 of the above-referenced Land Division Map filed 4/14/2021 as modified and shown on the map attached hereto as Exhibit "A" entitled Concept Plan Lands Known as Street No. 1267 N.Y.S Route 146, Town of Clifton Park, County of Saratoga, State of New York" dated November 2, 2021 and prepared by Advance Engineering & Surveying, PLLC, which Concept Plan, in effect, moves the original location of the driveway right of way, approximately ten feet (10') easterly at the point of the mutual boundary line of Lot 1 and Lot 2 as shown on the the maps in order to accommodate the sewer line easement over an through lot 2 and the location of the house to be constructed on Lot 2. The easement shall be appurtenant to and for the benefit of the Grantee, its heirs, successors, assigns, licensees and guests for the purpose of vehicular and pedestrian traffic, but without interference or disturbance of the Grantor. The owner of lot 1 additionally agrees that it will not prevent use of the Easement area for the purposes described herein. The owner of lot 1 further agrees not to erect or allow any structures to be erected on the Easement Area, nor shall they plan to allow to be planted or grown any large trees or any other obstructions which would prevent the use of the Easement Area by the owner of lot 2. Nothing contained herein shall diminish the rights or obligations of the owner of lot 1 which are established herein.

[Maintenance]

The owners of Lot 1 and Lot 2 mutually shall maintain the Easement Area in its present condition or in the condition to which it is improved from time to time, free and clear of obstruction, shall repair the same as necessary, shall keep the same reasonably free and clear of ice and snow, and shall each keep the Easement Area insured with respect to liability. It is agreed that the owner of lot 2, its successors and assigns shall defend, indemnify and hold the owner of lot 1, its successors and assigns harmless for any injuries, damages, liability or cause of action that may result from the use of the Easement Area, except or unless any such injuries, damages, liability or causes of action are caused by the gross negligent act or omission of the Owner of Lot 1.

The cost of all necessary repairs, maintenance, snow and ice removal, clearing of the driveway, and insurance thereon shall be paid by each individual owner. The obligation of construction costs to extend the existing blacktop pavement area on lot 1 for the benefit of lot 2 shall be the sole expense of the owner of Lot 2. The rest of this paragraph notwithstanding, any Owner who shall, through negligence or willful action, cause any damage which must be repaired hereunder, shall be responsible for the cost incurred to provide the repairs, maintenance and

replacement necessitated by the negligence or willful action of that owner, provided, however, that the grantor herein and all subsequent owners mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. The cost for repairing, replacing, maintaining or improving the Easement Area, pursuant to this Agreement, after its initial construction, shall be shared as set forth above.

Except as herein provided, no costs of any kind shall be charged to any owner, unless that owner has agreed in writing to pay said costs. In the event that the Owner of any lot shall decide that expenditures shall be incurred for repair and replacing, maintaining or improving the Easement Area, then said Owner shall send written notice to the other Owner which shall request that the other Owner agree to pay their Required Share of the cost of such repair, replacement, maintenance or improvement. In the event that the other Owner agrees to pay their Required Shares in writing, then the cost shall be shared accordingly. In the event an Owner does not agree in writing to pay their Required Share, then the Owner proposing said activity may undertake said activity solely at their own cost and expense. In that event, after the work is completed, the Owner performing the work may institute legal action against the other Owner who did not contribute to the cost of such activity. In the event of successful litigation the Owner who performed the work shall be entitled to be reimbursed by the other Owner not only for their Required Share, but also for the expenses incurred in said collection including a reasonable attorney's fee, if a court action is instituted. All repairs, replacement, maintenance or improvements made to the Easement Area shall be made to a quality suitable to accomplish the purposes for which the Easement Area has been created.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above-described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs, executors, administrators, successors and assigns of the party of the second part forever.

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from encumbrances, except as aforesaid; that the party of the first part will execute or procure any

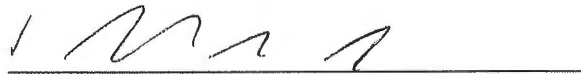
further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:



Michael M. Fleischman, Jr.

Acknowledgement Taken In New York State

State of New York, County of ALBANY, ss:

On the 31st day of Dec. in the year 2021, before me, the undersigned, personally appeared Michael M. Fleischman, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

ELWEL M. SOSSNER
Notary Public, State of New York
No. 02908095778
Qualified in Albany County
Commission Expires July 15, 2027 2024

Resolution No. _____ of 2022, a resolution increasing Justice Court revenues and expenditures by \$6,442 for office equipment purchased with funds received from a Justice Court Assistance Program Grant.

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

WHEREAS, the Town Board passed Resolution No. 212 of 2021 authorizing the Honorable James F. Hughes and Honorable Robert A. Rybak to apply for a Justice Court Assistance Program Grant towards the purchase and installation of office equipment, and

WHEREAS, the Clifton Park Justice Court was awarded \$6,040 from the Justice Court Assistance Program Grant; now, therefore be it,

RESOLVED, that the Comptroller is hereby authorized to increase Justice Court Revenues (A-3089) by \$6,442, and also to increase Expenditures (A-1110-006) by \$6,040 and Expenditures (A-1110-004) by \$402.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Thursday, February 10, 2022 5:10 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: 62058d1c58aaf-2021 JCAP award.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Justice Court**
Your email: **cbrown2@nycourts.gov**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **Connie Brown**

Requested Meeting Date: **02-28-2022**

Brief Description: **Allocate \$6,040 to A1110-06;
Allocate \$402 to A1110-004**

Budget #: **A1110-006 -- \$6,040; A1110-004 -- \$402**
Budget Description: **JCAP grant**
\$ Amount: **\$6,442**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



STATE OF NEW YORK
UNIFIED COURT SYSTEM
EMPIRE STATE PLAZA
4 ESP, SUITE 2001
ALBANY, NEW YORK 12223-1450
(518) 453-8650

LAWRENCE K. MARKS
Chief Administrative Judge

Norman St. George
Deputy Chief Administrative Judge
Courts Outside New York City

February 7, 2022

Ms. Constance Brown
Clifton Park Town Court
5 Municipal Plaza
Clifton Park, NY 12065

Dear Ms. Brown:

We are pleased to advise you the Clifton Park Town Court has been awarded a grant under the 2021-22 cycle of the Justice Court Assistance Program (JCAP).

JCAP was established by the New York State Legislature in 1999, at the request of the Unified Court System, to help provide our State's town and village courts with the resources and equipment necessary to fulfill their critical role in our justice system.

The Clifton Park Town Court is one of 302 courts receiving JCAP funding this year. Details regarding your award are set forth on the enclosed 2021-22 Justice Court Assistance Program Award Reconciliation Report. Funds will be sent on or before April 1, 2022 to your municipality via direct deposit or check and must be spent within 180 days. If the amount you spend purchasing the items(s) approved on the enclosed JCAP Reconciliation Report is less than the amount awarded, leftover funds are not to be used to offset the cost of another grant item awarded at a set monetary amount. Please contact the Office of Justice Court Support at 800-232-0630 for further direction. The Reconciliation Report, along with paid receipts that certify total amount spent, are required to be returned to the Office of Justice Court Support via fax: (518) 471-4807 or e-mail: jcap@nycourts.gov.

Very truly yours,

Honorable Norman St. George

CC: Office of Justice Court Support
Special Counsel

2021-22 Justice Court Assistance Program Award Reconciliation Report

Please fax this Report along with paid receipts to the dedicated JCAP Fax Number 518-471-4807, email jcap@nycourts.gov or mail to: Office of Justice Court Support, 187 Wolf Road, Suite 103, Albany, N.Y.12205

In the space provided below, please sign and indicate the exact amount spent
***Funds to be spent within 180 days of receipt**

Clifton Park Town Court, Saratoga County

District

Item Category	Item Name	Approved Quantity	Item Approved To
Furniture	1 Filing cabinet	1	\$860.00
Security	Bullet resistant intercom	1	\$1580.00
Computer Hardware	6 Back up battery \$67.00 ea.	6	\$402.00
Furniture	4 Filing cabinets \$900.00 ea		\$3600.00
Total Amount of Grant			\$6,442.00

SPECIAL NOTE REGARDING AWARD DISBURSEMENTS:

Your Town Supervisor or Village Mayor should receive a check for the amount of the grant or the grant amount will be sent via direct deposit your municipality. All grant recipients are reminded that, as required by law, funds received hereunder may not be used for purposes other than the purchase of the item(s) set forth on the enclosed award form or used to offset the cost of another grant item awarded at a set monetary amount. Also, as stipulated in the municipal certification accompanying the application for your grant, "any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures."

*Please submit paid receipts indicating funds were spent on approved items along with this Reconciliation Report within 180 days from receipt. Remember to save your receipts for at least three years for audit and review purposes. **If the amount you spend purchasing the item(s) approved on this Report is less than the amount awarded, leftover funds are not to be used to offset the cost of another grant item. Please contact OJCS at 800-232-0630 for further direction.**

Total Amount Spent: _____

Resolution No. _____ of 2022, a resolution authorizing conversion work on two (2) new vehicles acquired for the Public Safety Department including warning lights, lettering/striping, and radios per the quotation from Auto Solutions of NY.

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

WHEREAS, by Resolution No. 8 of 2022, the Town Board authorized the Director of Safety & Security to purchase two 2022 Dodge Durango AWD vehicles for use by the Public Safety Department, and

WHEREAS, on February 18, 2022, bids were opened on a solicitation for safety and security vehicle conversion work, to fit the vehicles out with accessories and equipment for security use, pursuant to Section 103 of the General Municipal Law, and

WHEREAS, Auto Solutions of NY, Scotia, NY, submitted the lowest responsible bid, at \$8,870.96 each for the conversion of two vehicles, and

WHEREAS, Louis Pasquarell, Director of Public Safety has reviewed the bids and recommends that the bid for the conversion work be awarded to Auto Solutions of NY as low bidder; now, therefore be it

RESOLVED, that Lou Pasquarell is authorized to issue a purchase order in an amount not to exceed \$17,741.92 for two vehicles as outlined, to be paid through municipal lease financing consistent with the purchase of the vehicle.



Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, February 22, 2022 9:55 AM
To: Lou, Pasquarell
Cc: Meg Springli
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: 6214f92ede78d-Conversion Work - Resolution .pdf

Follow Up Flag: Follow up
Flag Status: Completed

Thank you. Your resolution request has been submitted. ***Please confirm that the attachments in this email are complete.*** If not, please send them to mspringli@cliftonpark.org prior to the submittal deadline. Incomplete submissions may result in delays.

Department: **Public Safety**
Your email: **lpasquarell@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **02-28-2022**

Brief Description: **Conversion work on two new Public Safety vehicles to include warning lights lettering/stripping, and radio installs per the sealed bid from Auto Solutions of NY.**

Budget #: **A-3120-145**
Budget Description: **Law Enforcement - Lease Payment**
\$ Amount: **17,741.92**

Additional Comments/Details: **To be paid from a municipal lease**

SECURITY

DEPARTMENT OF

PUBLIC SAFETY

TOWN OF CLIFTON PARK



Resolution No. 8 of 2022, a resolution authorizing the purchase of two (2) 2022 Dodge Durango AWD vehicles from Robert Green Auto & Truck, Monticello, NY, for use by the Safety Department.

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

WHEREAS, Louis Pasquarell, Director of Safety & Security, has requests authorization to purchase two new vehicles for use by the Safety Department, to replace two Ford sports utility vehicles that will be transferred to other departments within Town Hall, and

WHEREAS, Mr. Pasquarell has recommended that the 2022 Dodge Durangos available from Robert Green Auto & Truck, Inc., 236 Bridgeville Road, Monticello, NY, be purchased under New York State Minibid #WDEE75 at a cost of \$35,576 each; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the purchase of two 2022 Dodge Durango vehicles from Robert Green Auto & Truck, as described in the attached documents, at a total cost not to exceed \$71,152, under state Minibid #WDEE75, to be paid for by a municipal lease from A-3120-145 (Law Enforcement – Lease Payment).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

Resolution No. 9 of 2022, a resolution authorizing the purchase of two (2) new Motorola 800 mobile radios for the 2022 Dodge Durangos purchase for the Safety Department.

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

WHEREAS, the town has been using Motorola mobile radios for its dual band communication system since 2012, and

WHEREAS, Director of Safety & Security Lou Pasquarell, has recommended the purchase of equipment from New York State Contract PT-68722 from Motorola Solutions, Inc., 123 Tice Boulevard, Woodcliff, NH, for the supply of complementary dual band units for the two new vehicles purchased by prior resolution, at a cost of \$5,506.25 each; now, therefore, be it

RESOLVED, that the Director of Safety & Security is authorized to purchase the supplementary equipment listed as attached, pursuant to New York State Contract PT-68722 in the total amount of \$11,012.50, to be paid from A-3120-200 (Law Enforcement – Equipment).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

**TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK
REQUESTION FOR PROPOSAL
SAFETY AND SECURITY VEHICLE CONVERSION WORK**

The Town of Clifton Park, Department of Safety and Security, Saratoga County, New York, request sealed bids for Conversion Work on two {2} 2022 Dodge Durango Pursuit Vehicles for Safety and Security.

Specifications are available through the Town Clerk's Office, Town of Clifton Park, One Town Hall Plaza, Clifton Park, New York, 12065, by <https://cliftonpark.org/government/requests-for-bids-and-proposals.html> or e-mail from Town Clerk Brobston at tbrobston@cliftonpark.org. Bids will be received on or before Friday, February 18, 2022 by 3:00pm at Town Clerk's Office, address noted above. The Town of Clifton Park reserves the right to reject any or all sealed bids, request new bids, waive any irregularities or informalities in quotations, and to accept the sealed bids best suited for Town of Clifton Park Department of Safety and Security. Please call Public Safety at 518-348-7311 with questions.

Town of Clifton Park is exempt from all Federal, State and Local Sales, use and excise taxes:

Teresa Brobston, Town Clerk

Sealed Bids were e-mailed to the following vendors -

CONVERSION WORK – Sealed Bids To -

Pittsfield Communications Systems, Inc. – Phone # 518-250-5190

18 Wade Road, Latham, NY 12110

e-mail – ttravis@pittsfieldcommunications.com

VRS / Shakerly Firetruck Sales – Phone # 518-877-6565

183 Ushers Road, Round Lake, NY 12151

e-mail – rich@vrs-sales.com

Auto Solutions of New York – Phone # 518-377-5555

78 Freeman's Bridge Road, Glenville, NY 12302

e-mail – pat@autosolutionsny.com

Larose's Automotive, Inc – Phone # 518-346-1384

1100 Altamont Avenue, Schenectady, NY 12303

e-mail – larosasautomotive@gmail.com

Niskayuna Tire and Service Center Inc.

1501 Balltown Road, Schenectady, NY 12309-2315

e-mail – Niskytire@niskytire.com

TOWN OF CLIFTON PARK – Department of Safety and Security

Vehicle / Model: 2022 Dodge Durango Pursuit AWD {WDEE75},

General

The Town of Clifton Park will provide Two {2} vehicles described in this section will be picked up by the contractor and upon completion, the contractor will deliver the vehicles back to the Town of Clifton Park, Public Safety Building, 5 Municipal Plaza, Clifton Park, New York 12065:

Select Special Services Features –

- 255 / 60R18BSW on / Off – Road Tires – V-Speed Rating,
- 8 – Speed Automatic Transmission with Instrument Panel – Mounted Shift Lever,
- All – Wheel Drive System,
- Alternator – 220 – amp, Heavy – Duty,
- Auxiliary Power Outlet – 12 – Volt,
- Battery – 800-amp – **Option**,
- Brakes – Antilock four – wheel disc, Heavy-Duty {BR9},
- Center Floor Console,
- Engine Hour Meter / Engine Idle Hour Meters,
- Glass – Deep – Tint Sunscreen on Rear Doors, Quarter Panels and Rear Liftgate,
- Headliner with Two Red / White LED Dome Lamps,
- Heavy – Duty Engine Cooling Package,
- Push – Push Fuel – Filler Door,
- Rear Load – Leveling Suspension,
- Speed Control,
- Steel Wheels with Chrome Center Caps,
- Tri – Zone Air Conditioning with Air Filtration,
- Vehicle System Interface Module {VSIM},
- Vinyl Floor Covering,
- Engine – 3.6L Pentastar V-6
- Horsepower - 293 hp @ 6,400 rpm,
- 260 lb.-ft @ 4,000 rpm,
- Stealth Mode,
- Power Windows and Door Locks,
- AM / FM / Seek – Scan Stereo,
- Front Fog / Driving Lights.

Safety & Security –

- Active Head Restraints – Standard,
- Air Bags – Advance multistage driver's, front – passenger, advanced side – curtain and supplemental front Side – Standard,

Town of Clifton Park – Department of Safety and Security

Safety & Security -

- Four – Wheel Disc Antilock Brake System with Electronic Brake – Force Distribution – Standard,
- ParkView Rear Back-up Camera with ParkSense Rear Park Assist – Standard,
- Rain Brake Support – Standard,
- Ready Alert Braking – Standard,
- Trailer Sway – Standard,

Towing –

- Tow Class {max} IV, Hitch, Dash Brake Controller,
- Maximum Towing {lb.} – 3.6L Pentastar V6 – 6,000,

Exterior Dimensions –

- Wheelbase – 119.8,
- Overall Length – 200.8,
- Overall Width – 85.5,
- Overall Height – 72.9,
- Running Ground Clearance – 8.1,
- Approach Angle – 20,
- Departure Angle – 21.5,
- Breakover Angle – 18.1,
- Front Track – 63.9,
- Rear Track – 64.1,
- Base Curb Weights {lb.} – 3.6L Pentastar V6 {AWD} – 4,929,

Interior Dimensions –

First Row –

- Head Room – 39.9,
- Leg Room – 40.3,
- Hip Room – 57,

Second Row –

- Head Room – 39.8,
- Leg Room – 38.6,
- Shoulder Room – 57.7,
- Hip Room – 55.5,

Cargo Volume – Behind second row {cu. ft.} – 43.3,

- Behind Front – Row seats with rear seats folded {cu. ft.} – 85.1,
- Seating Capacity – 5
- Fuel Tank Capacity {gal} – 24.6

Town of Clifton Park – Department of Safety and Security

With the following Options -

- Skid Plate Group,
- XAN – Blind Spot and Cross Path Detection
- Equipment Mounting Plate,
- Rear Door Locks / Window Hardware – Keep on Power Door-Locks – Do Not Delete,
- Power Heated Mirrors w/ Manual Fold Away,
- 4 – Keyless Entry / Remote,
- Police Floor Console,

ELECTRICAL SYSTEM –

A. GENERAL:

All electric equipment and wiring shall be installed with the highest quality workmanship to conform to modern EMS, Fire, Police and automotive standards and practices.

The electrical system shall meet all current NFPA, ANSL, NEC, OSHA / PESH, FMVSS and SAE standards where applicable.

All lights and reflectors shall meet current Federal and State regulations.

No Contractor Identification to appear on the vehicle.

Contractor has 20 working days {4 weeks} after delivery of vehicle to complete the conversion.

B. Wiring:

All power is to be drawn from vehicle main power supply or power blocks.

The wire shall be stranded copper, sized appropriately throughout and be color coded and numbered.

Wire shall have type GXL cross-link 125 degree C insulation conforming to SAE J-1128 requirements.

All exposed wiring shall be mounted in protected loom. Wiring and loom shall be harnessed with nylon weather resistant wire ties or Teflon wire locks clipped to body members.

Where wire passes through sheet metal, large rubber or vinyl grommets shall be used to protect both wiring and wire looms. All electrical connections shall be with mechanical type fasteners.

Town of Clifton Park – Department of Safety and Security

Wiring -

Ensure that wiring, fuses, and switches are adequate in size and number for intended use.

Wiring, fuses, and switches shall be rated for 125% of component loads.

C. SWITCHES:

All lighting control including the Traffic Advisor will be accomplished through backlit switches on the face of the Control Unit. White warning lights and alternating flasher are to be cut-off when vehicle is placed in park.

D. CONSOLE:

Install One {1} Havis – Shield Console Model # V-VS-2300-DUR – HAVIS 23” Console 2022 Durango,

- Dual Cup Holder,
- 6” Accessory Pocket,
- Three {3} Mic Clip Brackets / Holders {to be mounted on the side of the console},
- 12 Volt Lighter Plug outlet plate for Four {4},
- One {1} Mounting Bracket for Motorola Model # APX-8500 All Band Mobile with Remote Mount,
- One {1} Mounting Bracket for Motorola Model # XPR-5550E VHF Mobile with Remote Mount,

NOTE – Havis – Shield Equipment Plates to be provide by the contractor if needed:

WARNING LIGHTS AND SIGNALS –

E. WARNING LIGHTS AND SIGNALS:

- 2ea – Model # CB2FFFF - WHELEN 54” Cenator DUO WECAN LED Lightbar – {Takedowns, Alleys, Built in Rear in Traffic Advisor and Full Flood Feature}
- 2ea – Model # CSTPK85 – WHELEN CENATOR Strap Kit Durango,
- 2ea – Model # HHS4206 – WHELEN Siren AMP W/Knob and Slide Switch,
- 2ea – Model # SA315 – WHELEN SA315P 100W Siren Speaker,
- 2ea – Model # SAK54 – WHELEN Speaker Mounting Bracket,
- 2ea – Model # ARGES1 – WHELEN Argus Remote Spotlight,
- 2ea – Model # ARGCH1 – WHELEN Argus Control Head,
- 2ea – Model # ARG44D – WHELEN Argus Mount Drivers Side Fender Durango,
- 8ea – Model I2F – WHELEN DUO Linear ION Amber / White,
- 2ea – Model # LINSV2A – WHELEN LINZ-V Series Under Mirror Amber,
- 2ea – Model # LSVBKT44 – WHELEN LINSV Mirror Mount Kit Durango,

Town of Clifton Park – Department of Safety and Security

WARNING LIGHTS AND SIGNALS:

- 2ea – Model # VTXD609J – WHELEN VERTEX DUO Red / Blue,
- 2ea – Model # TLI2J – WHELEN T-ION Red / Blue,
- 2ea – Model # TLMIA – WHELEN Mini T-ION Amber,
- 4ea – Model # TLIMIR - WHELEN Mini T-ion Red,
- 2ea – Model # PSCOMPH – WHELEN Strip-Lite Plus Compartment Light – Interior lift gate,
- 2ea – Model # PB6721HDL001 – Pro-gard Push Guard 2 Light Red / White Durango,
- 2ea – Model # B6705D18 – Pro-gard Cargo Barrier Mesh Durango,
- 2ea – Model # V-VS-2300-DUR – HAVIS - SHIELD 23” Console 2022 Durango,
- 2ea – Model # C-EB40-CCS-IP – HAVIS – SHIELD Mounting Plate For WHELEN Slide Switch,
- 2ea – Model # CUP21001 – HAVIS – SHIELD - Dual Cup Holder,
- 2ea – Model # C-MCB – HAVIS – Shield - MIC Clip Bracket,
- 2ea – Model # C-LP2-PS1-USB – HAVIS – SHIELD 12V Plug Outlet w/ USB,
- 2ea – Model # MMSU-1 – HAVIS – SHIELD - Magnetic MIC,
- 2ea – Graphics – Striping and lettering vehicles to Town of Clifton Park – Public Safety and Security specifications – An approved proof will be required to striping and / or lettering:

Town of Clifton Park – Department of Safety and Security
Security Screen

F. Two {2} Pro-Gard 7-gauge steel cargo barrier with upper wire mesh window and filler panels.

G. **The Town of Clifton Park will provide the following items to be installed / mounted:**

- 2ea – 2-1/2lb. Chemical Fire Extinguisher,
- 2ea – 24" Bolt Cutters,

H. **Radios Installed and Antennas to be Installed on Roof – The Town of Clifton Park will provide the following**

- 2ea – Motorola Mobile APX – 8500 All Band Remote Mount Radios,
- 2ea – Motorola Mobile XPR – 5550-E VHF Remote Mount Radios,

I. **Lettering and Striping:**

Lettering and Striping of the vehicles to match exiting fleet were applicable {variations in vehicles design may require Lettering / Striping to be modified and / or deleted in certain locations}

A preview of Letter / Striping needs approval by the Town of Clifton Park – Division of Safety and Security prior of starting vehicles:

J. **Weather-Tech:**

- Weather-Tech Mat Protection – Front row Perfect Fit Floor Liner – Item # 449301,
- Weather-Tech – Side Windows Deflectors {All Four [4]} – Item # 82696,

SAFETY & SECURITY VEHICLE CONVERSION BID
2/18/22 @ 3PM

COMPANY NAME	LUMP SUM TOTAL BID AMOUNT
<i>Auto Solutions of NY</i>	\$ 17,741.92
<i>La Rosca's Automotive</i>	\$ 32,108.92

Sealed Bids – Town of Clifton Park – Department of Safety and Security

We propose conversion work on Two {2} Safety and Security Vehicles in complete accordance with specifications except as noted on Exception Page for –

\$ 17,741.92 Total, per 69559 Attached for Per Vehicle Reference.

Number of Calendar days for completion after vehicles become available:

NO DAYS Per Bid

Number of calendar days that this quotation or other quotations will be good for "if" another Safety and Security becomes available for conversion work:

Contractor: Auto Solutions of NY

78 Freemans Burg RD

Saratoga, NY 12302

Addenda Received:

Signed: 

Name – PRINT: Patrick M. Lorenz

Title: Head of Emergency Vehicle outfitting Division

Date: 2/15/22

EXCEPTIONS TO THE SPECIFICATIONS – Town of Clifton Park – Department of Safety and Security

If no exceptions are taken to the specifications, please indicate – for the Safety and Security Vehicles:

- Clarification of quantity's per conversation with Lou Pasquarell on 2/15/22
- Lifetime warranty on wiring/workmanship 5 year on all parts
- Local business for any after delivery programming changes, adjustments of warranty work.

Use additional pages as necessary:

Signed: _____

Date: 2/15/22

AUTO SOLUTIONS OF NEW YORK, INC
 78 FREEMANS BRIDGE RD
 GLENVILLE NY 12302
 518-377-5555

"We're the Solution to all of your Automotive needs"
 www.autosolutionsny.com

Estimate #69559

TOWN OF CLIFTON PARK PUBLIC SAFETY
 1 TOWN HALL PLAZA
 CLIFTON PARK NY 12065

Vehicle : 2022 Dodge Truck Durango 3.6 L 220 CID V6 DOHC 24
 VIN : 000000000000000000
 Created : 11/29/2021 11:35:47 AM

Last Mileage : 0
 Odometer In : 0
 Odometer Out : 0

Qty	Code/Tech*	Reference	Description	Condition	Unit Price	Price
CUSTOMER REQUEST: EMERGENCY VEHICLE EQUIPMENT						
40		LABOR 2	LABOR		\$100.00	\$4,000.00
1	WH	CB2FFFF	WHELEN 54" CENATOR DUO WECAN LED LIGHT BAR		\$1,452.00	\$1,452.00
1	WH	CSTPK85	WHELEN CENATOR STRAP KIT DURANGO		\$100.00	\$100.00
1	WH	HHS4206	WHELEN SIREN AMP W/KNOB AND SLIDE SWITCH		\$888.00	\$888.00
1	WH	SA315P	WHELEN SA315P SPEAKER		\$343.00	\$343.00
1	WH	SAK54	WHELEN SPEAKER BRACKET		\$43.00	\$43.00
1	WH	ARGES1	WHELEN ARGES REMOTE SPOTLIGHT		\$658.00	\$658.00
1	WH	ARGCH1	WHELEN ARGES CONTROL HEAD		\$293.00	\$293.00
1	WH	ARG44D	WHELEN ARGES MOUNT DVR SIDE FENDER DURANGO		\$95.00	\$95.00
4	WH	I2F	WHELEN DUO LINEAR ION AMBER/WHITE		\$171.00	\$684.00
1	WH	LINSV2A	WHELEN LINZ-V SERIES UNDER MIRROR AMBER		\$257.00	\$257.00
1	WH	LSVBKT44	WHELEN LINSV MIRROR MT KIT DURANGO		\$28.00	\$28.00
1	WH	VTXD609J	WHELEN VERTEX DUO RED/BLUE		\$124.00	\$124.00
1	WH	TLI2J	WHELEN T-ION RED/BLUE		\$165.00	\$165.00
1	WH	TLMIA	WHELEN MINI T-ION AMBER		\$131.00	\$131.00
1	WH	TLMIR	WHELEN MINI T-ION RED		\$131.00	\$131.00
1	WH	PSCOMP	WHELEN STRIP-LITE PLUS COMPARTMENT LIGHT		\$145.00	\$145.00
1	PRO	PB6721HDL001	PROGARD PUSH GUARD 2 LIGHT RED/WHITE DURANGO		\$1,061.00	\$1,061.00
1	PRO	B6705D18	PROGARD CARGO BARRIER MESH DURANGO		\$534.00	\$534.00
1	HAV	C-VS-2300-DUR	HAVIS VS SERIES 23" CONSOLE FOR 21+ DURANGO		\$559.19	\$559.19
1	HAV	C-EB40-CCS-IP	HAVIS MOUNTING PLATE FOR WHELEN SLIDE SWITCH		\$33.53	\$33.53
1	HAV	CUP21001	HAVIS DUAL CUP HOLDER		\$63.50	\$63.50
1	HAV	CAP0645	HAVIS 6" ACCESSORY POCKET		\$72.11	\$72.11
1	HAV	C-MCB	HAVIS MIC CLIP BRACKET		\$15.14	\$15.14
1	HAV	C-LP2-PS1-USB	HAVIS DUAL 12V PLUG OUTLET W USB		\$122.93	\$122.93
3	MMM	MMSU-1	MAGNETIC MIC		\$34.95	\$104.85
1	-	GRAFICS	DECALS> CLIFTON PARK PUBLIC SAFETY		\$1,500.00	\$1,500.00
1	-	82696	RAINGUARD SET		\$97.71	\$97.71
1	-	82215970AA	WINTER FLOOR MATS		\$170.00	\$170.00
-1	--	DISCOUNT	DISCOUNT		\$5,250.00	(\$5,250.00)



AUTO SOLUTIONS OF NEW YORK, INC
 78 FREEMANS BRIDGE RD
 GLENVILLE NY 12302
 518-377-5555

"We're the Solution to all of your Automotive needs"
 www.autosolutionsny.com

Estimate #69559

TOWN OF CLIFTON PARK PUBLIC SAFETY

Vehicle : 2022 Dodge Truck Durango 3.6 L 220 CID V6 DOHC 24

Labor		\$4,000.00
Parts		\$9,870.96
Sublet/Misc.		\$0.00
Supplies		\$250.00
Charges		(\$5,250.00)
Sales Tax	Tax @ \$8,870.96 * 0.0000%	\$0.00
	Estimate	\$8,870.96

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. All vehicles not picked up > 24 hrs after repairs/or estimates are completed are subject up to a \$75.00 per day storage fee. 12 Month/or 12,000 Mile warranty on repairs. No signature required on commercial accounts.

Customer Signature _____

Estimates are valid for 30 days.



**TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK
REQUESTION FOR PROPOSAL
SAFETY AND SECURITY VEHICLE CONVERSION WORK**

The Town of Clifton Park, Department of Safety and Security, Saratoga County, New York, request sealed bids for Conversion Work on two {2} 2022 Dodge Durango Pursuit Vehicles for Safety and Security.

Specifications are available through the Town Clerk's Office, Town of Clifton Park, One Town Hall Plaza, Clifton Park, New York, 12065, by <https://cliftonpark.org/government/requests-for-bids-and-proposals.html> or e-mail from Town Clerk Brobston at tbrobston@cliftonpark.org. Bids will be received on or before Friday, February 18, 2022 by 3:00pm at Town Clerk's Office, address noted above. The Town of Clifton Park reserves the right to reject any or all sealed bids, request new bids, waive any irregularities or informalities in quotations, and to accept the sealed bids best suited for Town of Clifton Park Department of Safety and Security. Please call Public Safety at 518-348-7311 with questions.

Town of Clifton Park is exempt from all Federal, State and Local Sales, use and excise taxes:

Teresa Brobston, Town Clerk

Sealed Bids – Town of Clifton Park – Department of Safety and Security

We propose conversion work on Two {2} Safety and Security Vehicles in complete accordance with specifications except as noted on Exception Page for –

\$ 32,108.92

Number of Calendar days for completion after vehicles become available:

28 calendar days

Number of calendar days that this quotation or other quotations will be good for "if" another Safety and Security becomes available for conversion work:

6 months

Contractor: LaRosa's Automotive

1100 Altamont Ave

Schenectady, Ny, 12303

Addenda Received:

Signed:



Name – PRINT: Stephanie Bonilla-Ciferri

Title: Office manager

Date: 2/14/2022

EXCEPTIONS TO THE SPECIFICATIONS – Town of Clifton Park – Department of Safety and Security

If no exceptions are taken to the specifications, please indicate – for the Safety and Security Vehicles: we changed some of the quantities to match the number of cars you're having done.

Ex.

Bid calls for 3 qty consoles, we changed it to 2 qty

Please note: Our installs come with a lifetime labor warranty

Use additional pages as necessary:

Signed: Steph Billa-af.

Date: 2/14/2022



LA ROSAS AUTOMOTIVE INC
 1100 Altamont Ave.
 Schenectady, NY 12303-2215
 Tel: 5183461384
 larosasautomotive@gmail.com • larosasauto.com

Estimate Q001388

Service Advisor: Stephanie
 Date: 02-14-2022 1:48 PM

Town Of Clifton Park (TOW002)

1 Town Hall Plaza
 Clift NY 12065

Miles In: 0
 Miles Out: 0

WORK TO BE PERFORMED

HAVIS

Parts	Part No	Qty	Price	Total
23" CONSOLE	HAVC-VS-2300-DUR	2.00	420.46	840.92
INTERNAL DUAL CUP HOLDER	HAVC-CUP2-I	2.00	33.16	66.32
6" ACCESSORY POCKET 2.5" DEEP	HAVC-AP-0625	2.00	46.48	92.96
MIC BRACKET	HAVC-MCB	6.00	13.26	79.56
MIC CLIP	HAVC-MC	6.00	10.42	62.52
4 LIGHTER PLUG OUTLETS	HAVC-LP-4	2.00	41.46	82.92
APX 8500 RADIO BRACKET	HAVC-EB25-XTL-1P	2.00	23.21	46.42
XPR-550E RADIO BRACKET	HAVC-EB25-XPR-1P	2.00	23.21	46.42
4" MOUNTING BRACKET (SLIDE SWITCH)	HAVC-EB40-CCS-1P	2.00	25.70	51.40
12V PLUG OUTLET W/USB	HAVC-LP2-PS1-USB	2.00	96.47	192.94
MAGNETIC MIC CLIP W/ BRACKET	HAVC-MMSU-L	2.00	75.04	150.08

SubTotal: HAVIS \$1,712.46

WHELEN

Parts	Part No	Qty	Price	Total
54" CENATOR DUO WECAN LIGHTBAR	SNMCB2FFFF	2.00	3,465.66	6,931.32
WHELEN STRAP KIT DURANGO	SNMCSTPK85	2.00	74.34	148.68
WHELEN SIREN AMP W/ KNOB & SLIDE SWITCH	SNMHHS4206	2.00	608.40	1,216.80
100W SIREN SPEAKER	SNMSA315P	2.00	196.04	392.08
WHELEN SPEAKER MOUNTING BRACKET	SNMSAK54	2.00	30.96	61.92
ARGES REMOTE SPOTLIGHT	SNMARGES1	2.00	741.48	1,482.96
ARGES CONTROL HEAD (INCLUDED IN SPOTLIGHT PRICE)	SNMARGCH1	2.00	0.00	0.00
ARGES DRIVER SIDE FENDER MOUNT(INCLUDED IN SPOTLIGHT PRICE)	SNMARG44D	2.00	0.00	0.00
WHELEN DUO LINEAR ION- AMBER/WHITE	SNM12F	8.00	110.16	881.28
LINSV SERIES UNDER MIRROR LIGHT-AMBER	SNMLINSV2A	4.00	215.04	860.16
LINSV MIRROR MOUNT KIT	SNMLSVBKT44	2.00	29.52	59.04
WHELEN VERTEX DUO-RED/BLUE	SNMVTXD609J	4.00	89.28	357.12
WHELEN T-ION- RED/BLUE	SNMTL12J	4.00	110.16	440.64
WHELEN MINI T-ION-AMBER	SNMTLMIA	4.00	94.32	377.28
WHELEN MINI T-ION - RED	SNMTLMIR	4.00	94.32	377.28
STRIP LITE PLUS COMPARTMENT LIGHT	SNMPSCOMP	2.00	98.26	196.52

SubTotal: WHELEN \$13,783.08

PRO-GARD

Parts	Part No	Qty	Price	Total
PUSH GUARD 2 LIGHTS (RED/WHITE)	PROPB6721HDL001	2.00	929.05	1,858.10
CARGO BARRIER MESH	PROB6705D18	2.00	468.35	936.70

SubTotal: PRO-GARD \$2,794.80

LA ROSAS AUTOMOTIVE INC

Tel: 5183461384

Town Of Clifton Park (TOW002)

Estimate Q001388

Date: 02-14-2022 1:48 PM

GRAPHICS

Parts	Part No	Qty	Price	Total
DEPARTMENT SPECIFIC GRAPHICS KIT	STRGRAPHICS	2.00	923.00	1,846.00
SubTotal: GRAPHICS				\$1,846.00

WEATHER TECH

Parts	Part No	Qty	Price	Total
WEATHER TECH FLOOR MATS	AMA449301	2.00	166.34	332.68
WEATHERTECH SIDE WINDOW DEFLECTORS	WEA82696	2.00	99.95	199.90
SubTotal: WEATHER TECH				\$532.58

ELS/FREIGHT

Parts	Part No	Qty	Price	Total
TRAM NMO CABLE W/ CONNECTOR ATTACHED	AMA1252-MUHF	2.00	45.00	90.00
ELECTRICAL SUPPLY KIT	LARELS	2.00	425.00	850.00
PRODUCT SHIPPING	LARFREIGHT	2.00	450.00	900.00
SubTotal: ELS/FREIGHT				\$1,840.00

Labor

Labor	Tech	Hrs	Price	Total
INSTALL CONSOLE, CUP HOLDER, ACCESSORY POCKET, MIC CLIPS AND BRACKETS, LIGHTER PLUG OUTLETS, BRACKETS, 12V PLUG OUTLET, LIGHTBAR, STRAP KIT, SIREN AMP, SIREN SPEAKER, SPOTLIGHT, CONTROL HEAD, WHELEN IONS, UNDER MIRROR LIGHTS, WHELEN VERTEX, WHELEN T-ION, WHELEN MINIS, COMPARTMENT LIGHT, PUSH GUARD, CARGO BARRIER, GRAPHICS KIT, WEATHER TECH ITEMS.		96.00	100.00	9,600.00
SubTotal: Labor				\$9,600.00

Labor	9,600.00
Parts	22,508.92
Hazmat*	0.00
Supplies*	0.00
Taxes	0.00

Estimate Total \$32,108.92

* Shop Supply & Hazmat Fees: This charge represents costs and profits (where applicable) to this repair facility for miscellaneous shop supplies, and/or waste removal

AUTHORIZATION

Date/Time:	Original Estimate Total:			
Authorization Method:	<input type="checkbox"/> Email	<input type="checkbox"/> Text	<input type="checkbox"/> Phone	<input type="checkbox"/> In Person
Contact Details:	<input type="checkbox"/> Fax			
X _____	_____			
Customer Signature	Authorized By (Please Print)			

LA ROSAS AUTOMOTIVE INC

Tel: 5183461384

Town Of Clifton Park (TOW002)

Estimate Q001388

Date: 02-14-2022 1:48 PM

ESTIMATES ARE VALID FOR 30 DAYS. PRE-PAYMENT OF PARTS IS REQUIRED WITH PURCHASE ORDER.

ALL INVOICES ARE DUE WITHIN 30 DAYS. INVOICES PAST 30 DAYS ARE SUBJECT TO A 2% FINANCE CHARGE.

PARTS PRICE & AVAILABILITY ARE SUBJECT TO CHANGE BASED ON EACH MANUFACTURER.

CUSTOMER ADVISED OF ORDER POLICY-NOT CANCELLABLE OR RETURNABLE.

CUSTOMER ADVISED OF EXTENDED FREIGHT TIME.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

Resolution No _____ of 2022, a resolution to authorize the purchase of Microsoft Surface Go 3 tablets and accessories for use with the new parcel and permitting software.

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

WHEREAS, Resolution No. 276 of 2021, pursuant to a recommendation by the Information Technology Advisory Committee, the Town Board accepted the proposal of Online Solutions, LLC for Citizenserve, its parcel management software to be used by various departments for building permits, planning and zoning board reviews and inspections, and

WHEREAS, Citizenserve can be used in the field with the use of handheld devices, and

WHEREAS, Director of Building and Development, Steve Myers, and Director of Planning, John Scavo wish to provide tablets to their departments for the purposes of conducting reviews and inspections in the field, and

WHEREAS, the Town's IT Consultant has recommended to staff that Microsoft Go 3 Tablets would be able to be configured with network safety and security, and would be best able to provide internet access to Citizenserve and could be equipped with a rugged case, and

WHEREAS, vendors were contacted for pricing and availability of the Go 3 tablets, with Staples showing availability for the Go3 8MB tablets, as well as Urban Armor Gear rugged cases and smart pens available in the quantity and configuration desired at a cost not to exceed \$11,749.00, and

WHEREAS, review of comparable vendors showed inadequate supplies or limitations upon quantity purchased at the lowest available prices; now, therefore, be it

RESOLVED, that the Town is authorized to purchase 15 Microsoft Surface Go 3 tablets with accessories as listed in the attached Schedule A, from Staples as the best value per Resolution No. 48 of 2021, and be it further

RESOLVED, that the Comptroller is authorized to transfer from contingency \$11,749.00 to A-1620-200 (General Fund – Town Hall Operations – Equipment).

7

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, February 16, 2022 12:44 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: 620d37ef0e473-02162022scan.pdf

An item has been submitted to the Resolution Request form for review.

Department: ~~Supervisor~~ *IT Committee*
Your email: **mspringli@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): ~~P. Barrett~~ *A. Standaert / A. Flood*

Requested Meeting Date: **02-28-2022**

Brief Description: **Authorize the purchase of Tablets and accessories for departments to use with new software for Building Permit/ Planning/Zoning applications and review**

Budget #:
Budget Description:
\$ Amount: **11,748.90**

Additional Comments/Details: **After discussion with IT Consultant and ^{Information} Specialist, it was decided that Microsoft Surface Go 3 tablets were recommended each with rugged case and stylus. These were not found to be available under state contract. Vendors were contacted for pricing and Staples had the best value based on the better product and its availability.**

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Schedule A

Hardware Quotes

Vendor CDW

Quantity Price Each Description

SubTotal

Comment

15	\$ 568.57	Microsft Surface Go 3 - Pentium Gold	\$ 8,528.55	alternative to an i3 with lower processing power, i3 is an backorder <i>no data available</i>
15	99.95	UAG Case with Handstrap and Shoulder Strap	\$ 1,499.25	
1	427.92	Microsoft Classroom Pen - stylus	\$ 427.92	older version
			\$ 10,455.72	

Vendor Staples

15	\$ 629.99	Microsft Surface Go 3 - Pentium Gold	\$ 9,449.85	higher power processor available 2/21 3/7 as of 2/23
15	99.95	UAG Case with Handstrap and Shoulder Strap	\$ 1,499.25	
1	799.8	Microsoft Classroom Pen 2 - stylus	\$ 799.80	
			\$ 11,748.90	Best Value based on configuration & availability

Vendor BestBuy

2	\$ 629.99	Microsft Surface Go 3 - Pentium Gold	\$ 1,259.98	LIMITED AVAILABILITY limit per order, need 15
5	49.98	UAG Case with Handstrap	\$ 249.90	Limited number no shoulder strap
		Microsoft Smart Pen	N/A	

Vendor newegg.com

15	\$ 699.00	Microsft Surface Go 3 - Pentium Gold	\$ 10,485.00	higher power processor
15	99.95	UAG Case with Handstrap and Shoulder Strap	\$ 1,499.25	
2	34.07	surface go stylus pen	\$ 68.14	no enough quantity available
			\$ 12,052.39	

Choose Staples as Best Value for the tablet, with the better processor



Shipping & Delivery

Meg Springli
NC-C001
TOWN OF CLIFTON PARK
ONE TOWN HALL PLAZA
2nd Floor Attorney's Office
CLIFTON PARK, NY 12065 US
518-371-6651 x 210

Accounting

Budget Center
Not specified

PO
Not specified

PO Release
Not specified

Order Summary

Items (3)
Pretax subtotal

\$11,748.90
\$11,748.90

Total

\$11,748.90

Feb 21st availability
as of 2/23 availability now 3/17

3 items in cart

Delivery

Microsoft Classroom NWH-00001 Smart Pen for Microsoft Surface, Black, 20/box

Item #: IM15KX649 | MFR Item #: NWH00001



1 @ \$799.80 1/EA **\$799.80**



Urban Armor Gear Plasma Rugged Case for Microsoft Surface Go, Ice (321073114343)

Item #: IM15CW093 | MFR Item #: 321073114343

15 @ \$99.95 1/EA **\$1,499.25**



Microsoft Surface Go 3 Multi-Touch 10.5\"/>

Item #: 24508227 | MFR Item #: 8VC00001

15 @ \$629.99 1/EA **\$9,449.85**

*IntelCore Platinum
upgraded version*



12,067.09

Shopping Cart (32 Items)

MOVE ALL TO WISH LIST REMOVE ALL EMAIL PRINT



Microsoft Surface Go 3 10.5" Tablet Intel Core i3-10100Y 8GB RAM 128GB SSD Platinum + Microsoft 365 Personal | 12-Month Subscription, 1 person | Premium Office Apps | 1TB...

15

\$10,499.70 (\$699.98 ea.)

Color: Platinum Screen Size: 10.5" Memory: 8GB

Sold by antonline

MOVE TO WISH LIST

SAVE FOR LATER

REMOVE

Protection Plan Options

Add a Protection Plan, starting at \$144.99

Add



UAG Microsoft Surface Go 3/ Surface Go 2 / Surface Go [10.5-inch Screen] with Hand Strap & Shoulder Strap Plasma Feather-Light Rugged [Ice] Military Drop Tested Case

15

\$1,499.25 (\$99.95 ea.)

Color: Ice

Sold by URBAN ARMOR GEAR

MOVE TO WISH LIST

SAVE FOR LATER

REMOVE



moko surface go stylus pen, microsoft surface go digital active pencil supporting 600hrs playing time and 240 days standby with

2

\$68.14 (\$34.07 ea.)

Sold by Famous Microgreens

INSUFFICIENT ITEM STOCK Sorry, we don't have enough stock on hand.

MOVE TO WISH LIST

SAVE FOR LATER

REMOVE

Summary

Item(s): \$12,067.09 Est. Delivery: \$0.00

Apply Promo Code



Est. Total:

Q 🔔 \$12,067.09 🛒

Today's Best Deals

Best Sellers

Keep Your Tasks In Check Build To Order **SECURE CHECKOUT** ▶

OR



Hey, Wait...

Sign up to get promo codes in your inbox.

You will never miss exclusive savings for subscribers.

✉ Enter your e-mail address

SIGN UP

[View Latest Email Deals >](#)

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- MY ACCOUNT ▼
- COMPANY INFORMATION ▼
- TOOLS & RESOURCES ▼
- SHOP OUR BRANDS ▼



Shipping Delays: Due to global supply chain constraints, delivery on some items may be delayed. [Learn More](#)



Hardware

Software

Services

What can we help you find today?

Notifications

Sign In

31 Items

[← Continue Shopping](#)


10,455.72

Shopping Cart

Sign in to Save this Cart, View Saved Carts or E-mail this Cart


ADD ITEM

Enter C


ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 Microsoft Surface Go 3 - 10.5" - Pentium Gold 6500Y - 8 GB RAM - 128 GB SSD MFG Part: 8VB-00016 CDW Part: 6715425 UNSPSC: 43211509	In Stock Get it Thursday, February 17 if ordered within 3 hrs 13 mins.	\$568.57 Advertised Price	15	\$8,528.55

*Intel Pentium
laser processor* *other items
backordered* **13**

[^ Top Recommendations](#)

 UAG Case for Microsoft Surface Go 3/Go 2/Go [10.5-inch] w/ Handstrap - Plas MFG Part: 321073114343 CDW Part: 5178557 UNSPSC: 53121705	In Stock Get it Thursday, February 17 if ordered within 3 hrs 13 mins.	\$109.95 \$99.95 Advertised Price	15	\$1,499.25
---	---	---	-----------	-------------------

[^ Top Recommendations](#)

 Microsoft Classroom Pen 2 - active stylus - light gray, platinum MFG Part: 8U3-00001 CDW Part: 6533565 UNSPSC: 43211700	In Stock Get it Friday, February 18	\$427.92 Advertised Price	1	\$427.92
---	---	-------------------------------------	----------	-----------------

[^ Top Recommendations](#)

Sign in to Save this Cart, View Saved Carts or E-mail this Cart

[Update All](#) | [Remove All](#)

Customers Who Bought UAG Case for Microsoft Surface Go 3/Go 2/Go [10.5-inch] w/ Handstrap - Plas Also Bought (11)

DAVID AE-36 - headset



Get \$60 off instantly upon approval for the Amazon Store Card

Current subtotal: \$12,387.90
Gift Card savings: -\$60.00
Cost after savings: \$12,327.90

Learn more

\$60 instant gift card

Shopping Cart

Part of your order qualifies for FREE Shipping. Choose this option at checkout. See details



Microsoft Surface Classroom Pen Stylus - Original Version, Bulk

Price \$39.95

In Stock
Shipped from: AlphaDailyDeals
Gift options not available. Learn more

20 Delete Save for later

Compare with similar items

Subtotal (50 items): \$11,748.10

This order contains a gift

Proceed to checkout

Pen for Microsoft Surface Pro 8/7 - Newest Version Work with Mi... was removed from Shopping Cart.



Microsoft Surface Go 3-10.5" Touchscreen - Intel Core i3-8GB

\$629.99

In Stock
Eligible for FREE Shipping & FREE Returns
This is a gift Learn more

Color: Black
Size: 8GB Memory - 128GB SSD
Configuration: Intel Core i3

15 Delete Save for later

Compare with similar items



URBAN ARMOR GEAR UAG Microsoft Surface Go 3 / Surface Go 2 / Surface

\$99.95

In Stock
Eligible for FREE Shipping & FREE Returns
This is a gift Learn more

Color: Plasma - Ice
15 Delete Save for later

Compare with similar items

Your recently viewed items



Pen for Microsoft 1,745

\$31.99

Add to Cart



Surface Pen, Official 36

\$27.49

Add to Cart



Microsoft Surface Go \$549.99

Add to Cart



SPARIN [2 Pack] Screen 2,353

\$13.99

Add to Cart

Subtotal (50 items): \$11,748.10

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Surface Go
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Touch-
Screen -
Intel Core i3
- 8GB
Memory
-128GB SSD
- Device
Only (Latest
Model) -
Platinum

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Surface Go
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Screen -
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Order Summary

Item Total	\$1,559.73
Shipping	FREE
Store Pickup	FREE
Estimated Sales Tax	\$112.20
Total	\$1,671.93

Checkout

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2

10% back in rewards on first
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\$139.33/mo.* suggested
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purchase of \$1,671.93

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Looking for a lease to own

Resolution No. _____ of 2022, a resolution authorizing ABS Solutions to assist with the deployment and implementation of the parcel permitting software as the Town migrates from its prior platform Muncity to Citizenseve.

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

WHEREAS, by Resolution No. ___ of 2021, the Town Board accepted the Online Solutions, LLC's proposal for implementation of its cloud based Permitting, Planning and Zoning software solution known as Citizenseve, and

WHEREAS, ABS Solutions has been the Town's IT Consultant since 2015, and the Town wishes to engage ABS Solutions as IT Consultants to complete the conversion from Muncity to Citizenseve, at a cost not to exceed \$14,000.00 for information technology services related to its migration, conversion and implementation; now, therefore, be it

RESOLVED, that the comptroller is authorized to transfer \$14,000.00 from contingency to A-1620-200 (General Fund – Town Hall Operations – Equipment) for information technology services to include hours billed, and necessary network upgrades for the project.

CITIZENSERVE STATEMENT OF WORK

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

Implementation Scope

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

Completion of the Setup Checklist. The Citizenserve 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 Citizenserve team members. The Citizenserve 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 Citizenserve 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 Citizenserve engagement manager will familiarize the Customer's team members on citizenserve 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 citizenserve, 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 Citizenserve 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. Citizenserve staff will perform the data conversion by module/function. Once the setup for a module is nearly complete and the Customer has delivered to Citizenserve the data to be converted, Citizenserve 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 Citizenserve.

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 Citizenserve system architect will develop the scripts for the integration points on the Citizenserve side (development of code to export data from or accept data into Citizenserve); if an API is not available, the Customer's technical resources will be responsible for developing the code to export data to Citizenserve or accept data from Citizenserve. The Customer's team will test the data exchanged between Citizenserve 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 Citizenserve support center. Response time to a support request is within 4 hours; urgent requests receive a response within an hour.

RESOLUTIONS

No one wished to be heard.

Resolution No. 276 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 Councilwoman Standaert, who moved its adoption, seconded by Councilman Morelli.

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, Muncity, 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, to be paid from A-1620-200 (General Fund-Town Hall Operations-Equipment), 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, and to execute such other documents 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.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

Resolution No. _____ of 2022, a resolution authorizing the hiring of 2022 summer help for the Buildings and Grounds Department.

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

WHEREAS, openings exist for seasonal help in the Buildings and Grounds Department, and

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation, has recommended that the individuals listed in Schedule A be hired to fill the seasonal positions; now, therefore, be it

RESOLVED, that those individuals listed in Schedule A be employed as seasonal worker for Buildings and Grounds for 2022, to be paid as listed, effective immediately.



Town of Clifton Park

Buildings & Grounds

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

SCHEDULE A

2022 SEASONAL EMPLOYEES

Duane Nichols 36 Ponderosa Drive Clifton Park NY 12065	\$31.50 per hour	A-7150-E4600 A-7152-E4600 SP5-7151-E4600
Richard Stern Jr. 14 Cloverleaf Drive Ballston Lake NY 12019	\$16.00 per hour	A-7190-E4000
Laurence Lawson Jr. 770 Waite Road Clifton Park NY 12065	\$14.00 per hour (20 hours/week)	A-7190-E4000
John Dworak 78 Meehan Road Mechanicville NY 12118	\$16.00 per hour (20 hours/week)	A-7110-E4000
Margaret Kasky 403 Solomon Ave Clifton Park NY 12065	\$16.00 per hour (20 hours/week)	A-7110-E4000
Kathleen Bogucki 42 Par Del Rio Clifton Park NY 12065	\$16.50 per hour	A-7110-E4000
Michael Spulnick 9 Panarama Court Clifton Park NY 12065	\$14.00 per hour	A-7110-E4000
John Cady 22 Barney Road Clifton Park NY 12065	\$14.00 per hour	A-7110-E4000

Brendan Spulnick
9 Panarama Court
Clifton Park NY 12065

\$14.00 per hour

A-7110-E4000

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Thursday, February 17, 2022 10:44 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: ~~620e6d2de807b-2022 seasonal employees resolution backup 2-17-22.pdf~~
 Not Included (Confidential) Information

An item has been submitted to the Resolution Request form for review.

Department: **Buildings & Grounds**
Your email: **dclemens@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **D.Clemens**

Requested Meeting Date: **02-28-2022**

Brief Description: **Hire returning seasonal employees per schedule A, effective April 4, 2022**

Budget #: **multiple lines - listed on schedule A**
Budget Description: **multiple**
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution accepting proposals from T&J Electrical Associates, Inc., Clifton Park, and Executive Electric, LLC, Amsterdam, for the electrical repair and maintenance of Town-owned streetlights.

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

Whereas, in December of 2020, the Town Board completed acquisition of streetlights within the Town from both National Grid and NYSEG, and

WHEREAS, the Town's removal and replacement of all such lights is complete, with the successful installation of LED lights by Executive Electric, under subcontract to Siemens, Inc., and

WHEREAS, to provide the capability to identify, service and repair components of the newly acquired streetlights, including underground wiring, as necessary, Dan Clemens, Director of Buildings, Parks, and Recreation circulated a Request for Proposals to qualified electrical contracting firms, with the goal of awarding first responder electrical work to one or more qualified electrical contractors at established hourly rates, on both and emergent and non-emergent basis, and

WHEREAS, T&J Electrical Associates, Clifton Park, submitted the lowest conforming quote, in categories as listed on the attached quote cover sheet, and

WHEREAS, Executive Electric, LLC, Amsterdam, New York, submitted the second lowest conforming quote, in the same categories as listed on the attached quote cover sheet; now, therefore be it

RESOLVED, that the Town Board authorized Dan Clemens to retain T&J Electrical Associates, and Executive Electric at hourly rates quoted, to perform first responder electrical services to locate, diagnose and perform repair and maintenance services, as needed for the Town's recently installed LED streetlight system, and attachments; and be it further

RESOLVED, that the Comptroller is authorized to compensate services rendered pursuant to purchase orders issued by Mr. Clemens from account SL-5182-24 (Lighting District – Lighting District – General Maintenance) to be transferred from SL-5182-5 (Lighting District – Lighting District – Utilities).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Thursday, February 17, 2022 2:57 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: 620ea89c216da-Streetlight repair and maintenance resolution backup 2.14.22.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Buildings & Grounds**
Your email: **dclemens@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **P. Barrett**

Requested Meeting Date: **02-28-2022**

Brief Description: **Accept a proposal for electrical repair and maintenance services for the Town-owned streetlights.**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details: **Also, accept a backup proposal in case need arises.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

**Town of Clifton Park
Buildings and Grounds**

Quote Cover Sheet

DATE: February 14, 2022
DESCRIPTION: Electrical repair & maintenance equipment & labor rental for town owned streetlights
<u>T&J Electrical Associates, LLC</u> VENDOR #1: A. Foreman/Electrician w/ equipped field vehicle: \$105.00/hr. B. Apprentice with tools: \$95.00/hr. C. Laborer with tools: \$80.00/hr. D. Bucket truck with operator: \$165.00/hr. E. Trencher 24": \$200.00/hr.
<u>Wiring Concepts, LLC</u> VENDOR #2: A. Foreman/Electrician w/ equipped field vehicle: \$140.00/hr. B. Apprentice with tools: \$140.00/hr. C. Laborer with tools: D. Bucket truck with operator: \$225.00/hr. E. Trencher 24": \$50.00/hr.
<u>Executive Electric, LLC</u> VENDOR #3: A. Foreman/Electrician w/ equipped field vehicle: \$135.00/hr. B. Apprentice with tools: \$110.00/hr. C. Laborer with tools: \$110.00/hr. D. Bucket truck with operator: \$210.00/hr. E. Trencher 24": \$125.00/hr.
Comments: CPSS Electric: declined to quote this CDE Electric: No reply All Phase Electrical: No reply

Decision: T & J Electrical Associates, LLC

PROPOSAL FORM
ELECTRICAL REPAIR & MAINTENANCE EQUIPMENT & LABOR RENTAL
Sheet 1 of 1

Deliver proposals to: Town of Clifton Park Buildings & Grounds office

Or via email: dclemens@cliftonpark.org

NO LATER THAN 3:00 P.M. ON FRIDAY FEBRUARY 11, 2022

PROPOSAL OF: T.J. ELECTRICAL ASSOCIATES, LLC

LOCAL 236 RATES

A. Foreman/Electrician with equipped field vehicle	<u>105.⁰⁰</u> per hour
B. Apprentice with tools	<u>95.⁰⁰</u> per hour
C. Laborer with tools	<u>80.⁰⁰</u> per hour
D. Bucket truck with operator	<u>165.⁰⁰</u> per hour
E. Trencher 24"	<u>200.⁰⁰</u> per hour

*Hourly rates shall include all hand tools and small power tools. A separate rate schedule shall be attached for large tools and equipment. The rate for tools and equipment used on a job and not included in the labor rates or on the rate schedule shall be determined by the Director of Parks, Buildings and Grounds based upon current market rental rates.

PROPOSAL FORM
ELECTRICAL REPAIR & MAINTENANCE EQUIPMENT & LABOR RENTAL
Sheet 1 of 1

Deliver proposals to: Town of Clifton Park Buildings & Grounds office

Or via email: dclemens@cliftonpark.org

NO LATER THAN 3:00 P.M. ON FRIDAY FEBRUARY 11, 2022

PROPOSAL OF: WIRING CONNECTIONS LLC

- | | | |
|----|---|------------------------------------|
| A. | Foreman/Electrician with equipped field vehicle | <u>\$140⁰⁰</u> per hour |
| B. | Apprentice with tools | <u>\$140⁰⁰</u> per hour |
| C. | Laborer with tools | _____ per hour |
| D. | Bucket truck with operator | <u>\$225⁰⁰</u> per hour |
| E. | Trencher 24" | <u>\$50⁰⁰</u> per hour |

*Hourly rates shall include all hand tools and small power tools. A separate rate schedule shall be attached for large tools and equipment. The rate for tools and equipment used on a job and not included in the labor rates or on the rate schedule shall be determined by the Director of Parks, Buildings and Grounds based upon current market rental rates.

EXECUTIVE ELECTRIC, LLC

PROPOSAL FORM ELECTRICAL REPAIR & MAINTENANCE EQUIPMENT & LABOR RENTAL

Deliver proposals to: Town of Clifton Park

PROPOSAL OF: Street Lighting, Maintenance & Repair

A.	Foreman/Electrician with equipped field vehicle	\$135 per hour
B.	Apprentice with tools	\$110 per hour
C.	Laborer with tools	\$110 per hour
D.	Bucket truck with operator	\$210 per hour
E.	Trencher 24"	\$125 per hour
F.	Demo Saw or Core Drilling:	\$55 per hour

- The rate for tools and equipment used on a job (not included in the labor rates) will be based upon current market rental rates.
- Traffic control to be provided by the Town of Clifton Park if needed.



5 Shuler St.
Amsterdam,
NY 12010

PHONE 518.770.1508

EMAIL peterconyne@executivegroupinc.com

WEBSITE www.ExecutiveGroupInc.com

Dan Clemens

From: RGabriels@CPSSElectric <rgabriels@cpsselectric.com>
Sent: Wednesday, January 19, 2022 10:18 AM
To: Dan Clemens
Subject: Re: quote please
Attachments: 2022 Electrician RFP 1-18-22.docx

I will NOT be bidding on this, thanks.

RC Gabriels

On Jan 18, 2022, at 1:20 PM, Dan Clemens <DClemens@cliftonpark.org> wrote:

Please see attached Request For Proposal
Please feel free to contact me with any questions

Thanks, Dan

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

**ELECTRICAL REPAIR & MAINTENANCE EQUIPMENT & LABOR RENTAL
DATED: January 18, 2022**

SCOPE OF WORK

The Town of Clifton Park has closed on the acquisition of all Streetlights within the Town, totaling 624 light fixtures, as well as the arms attaching to National Grid and NYSEG poles. The Town now solicits responses from qualified Electrical Construction/ Maintenance and Repair firms to provide first responder electrical services to locate, diagnose, and perform needed electrical repairs, maintenance, and location documentation in the case of underground facilities. The goal of the RFP is to enter an ongoing contractual relationship with one or more such Electrical contracting firms, to perform such services on an emergent and non-emergent basis, at established hourly rates. All responding firms should possess both the licensures and certifications necessary to perform such work on wiring and lighting facilities connected to streetlight poles owned by National Grid and NYSEG, as referenced below.

The work will be requested on a job by job as needed basis through work orders issued by the Department of Building and Grounds.

The electrical crew shall be structured to meet the demands of each written job order. All work shall be paid on an hourly basis for the actual hours worked per classification. Price quotations shall include the following classifications: foreman/electrician with fully equipped field truck; apprentice with tools; and laborer with tools, each on an hourly basis.

Excerpts from the Town's Purchase contract with National Grid for the lines of Demarcation of ownership between the Town's newly acquitted interests and the retained interest in the streetlight poles is as follows. Complete copies of the final contract for the purchase and sale of the lights and the License/Attachment agreement are available upon request.

QUALIFICATIONS OF FIRM

No response will be considered for award unless the firm submitting the response can meet the following conditions:

- The firm at the time of the response must have at least ten years' experience in electrical repairs or replacement of electrical building systems and related components. Each foreman shall have equivalent experience as required by N.Y.S.D.O.L.
- The bidder shall possess a current and valid license to conduct business in the State of New York.
- The Contractor is to supply all labor, small tools, transportation, and material lists to properly execute the work as described herein. The written purchase order will describe the location, type of repair material, depths, widths, and yield required.
- The bidder must possess a current municipal electrical license. If not licensed in the Town of Clifton Park, contractor must meet requirements for a Class B Electrical License as follows:
- ***Liability Insurance Certificate with the Town of Clifton Park named as additionally insured***

with minimum coverages of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

- *Current Masters License from another municipality, county, state, etc.*
 - *(and/or any other documentation which the Electrical License Board of Examiners deems necessary)*
- *Workmen's Compensation documentation per Section 57 of the Workers' Compensation Law.*
 - *(Form C-105.2 for insured, SJ-12 for self-insured, or CE-200 with no employees)*
- *Disability Benefits documentation per Section 220(8) of the Workers' Compensation Law.*
 - *(Form DB-120.1 for insured, DB-155 for self-insured, or CE-200 with no employees)*

The Contractor shall perform all work in a workmanlike manner with due regard to the safety and health of the employees and of the public, in full compliance with the provisions of all applicable laws. The Contractor shall be responsible for safety controls in full compliance with the provisions of O.S.H.A.

RESPONSE TIME

Must be same day for emergency calls.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor. (including any supplements, holidays, or other "fringes"), small tools, and transportation necessary to complete the work as specified. The hourly rate for any

crew shall be determined by applying the hourly rate per appropriate craft times the actual hours each person performs on the job within that craft. If emergency request is after 3:30 p.m. (Monday - Friday) or on weekends or holidays, minimum charge time is 2 hrs.

LABOR: For each labor classification, the Contractor shall provide any required tools, including but not limited to chain falls, come-along, or jacks; scaffolding, staging, ladders, drills, hole saws, electrical meter/voltmeter Roto-hammers or other pneumatic equipment; all safety equipment.

AWARD OF BID

Award of bid will be made to the lowest responsible bidder. The Town reserves the right to reject any or all proposals, waive minor informalities and advertise for new proposals if in the best interests of the Town.

PREVAILING RATES SCHEDULE

Successful contractor shall pay not less than the prevailing wage rate established by the New York State Department of Labor, Bureau of Public Works. The Wage Rate Schedule as prepared by the Department of Labor hereby becomes a part of the contract and is included herein.

Certified payrolls must be submitted with invoices. Labor rates are based on current prevailing wages. When the Department of Labor rates change, hourly rates to be adjusted. Contractor is to notify the Town of new hourly rates based on new prevailing wage rates.

TERM CONTRACT EXTENSION

The Term of the proposed contract is negotiable, with the Town preferring at least a 2-year commitment from responding parties. The Town will entertain proposals for extensions on any clearly articulated basis.

NATIONAL GRID DEMARCATION PROVISIONS

The following language from the Town's Purchase and Sale contract with National Grid is excerpted for informational purposes. The full Agreement and Attachment agreement for the Town's License to own and maintain newly installed LED lights on National Grid poles is available upon request.

1. Demarcation of Ownership. *From and after Closing, Buyer shall own the Street Lights as follows:*
 - 3.1 *The Buyer shall own Street Lights supplied from overhead conductors from the point in change (transition) from Seller's secondary conductor to the street light and including the luminaires, lamps, brackets, and associated wiring, with Seller retaining ownership of the electrical distribution system up to that point in change; and*
 - 3.2 *The Buyer shall own Street Lights supplied from underground conductors from the point in change (transition) from Seller's secondary conductor to the underground conductor supplying such street light, including the foundation, standard, luminaires, lamps, brackets, and associated wiring, and conduits in which any underground conductors transferred to Buyer under this Agreement may be located.*
 - 3.3 *To the extent there is any uncertainty or conflict with respect to the point in change (transition), the Seller shall, in its sole discretion, define the point in change.*
4. Excluded Assets. *Seller is not assigning, conveying, transferring, or delivering to Buyer and Buyer is not purchasing, assuming, acquiring or receiving from Seller any of Seller's right, title, and interest in and to the following, all of which are being retained by Seller following the Closing (collectively, the "Excluded Assets"):*
 - 4.1 *Any and all of Seller's right, title, and interest in and to any poles, structures, facilities, or facilities attached or appurtenant to, but not comprising, the Street Lights, with the exception of those certain lighting poles identified in Exhibit F, if any;*
 - 4.2 *Any and all of Seller's right, title, and interest in and to any and all spare parts or spare components relating to the Street Lights or any poles, structures, facilities, or components attached or appurtenant to, but not comprising, the Street Lights;*
 - 4.3 *Any and all of Seller's right, title, and interest in and to any and all vehicles, facilities, tools, and supplies relating to installing, operating, inspecting, maintaining, repairing, replacing, or decommissioning in whole or in part any Street Lights or any poles, structures, facilities, or*

components attached or appurtenant to, but not comprising, the Street Lights;

- 4.4 *Any and all of Seller's right, title, and interest in and to any and all agreements and contracts with third parties relating to installing, operating, inspecting, maintaining, repairing, replacing, or decommissioning in whole or in part any Street Lights or any poles, structures, facilities, or components attached or appurtenant to, but not comprising, the Street Lights;*
- 4.5 *Any and all of Seller's right, title, and interest in and to any and all franchise grants, license, permits, and interests in real property pertaining in any way to any Street Lights or any poles, structures, facilities, or components attached or appurtenant to, but not comprising, the Street Lights; and*
- 4.6 *Any and all of Seller's right, title, and interest in and to any and all intellectual property rights associated with the streetlights, including but not limited to engineering standards, facility information, warranty information, maps and asset records.*

NYSEG DESCRIPTION OF THE CONTENTS OF FACILITIES CONVEYED

Paragraph 2 of the Town's Purchase and sale contract with NYSEG describes the facilities conveyed as follows:

2. Contents of the Facilities

"The facilities consist of street lighting poles, luminaires, and lamps, mast arms, their associated wiring, electrical connections and appurtenances related to the electrical functioning of the Facilities, all as reflected on Exhibit A. The Facilities are a separate system isolated, or to be isolated as hereinafter provided, from the Company distribution system at a number of fuses or switching locations known as disconnect points."

The Town's full and complete purchase and sale agreement with NYSEG is also available upon request.

PROPOSAL FORM
ELECTRICAL REPAIR & MAINTENANCE EQUIPMENT & LABOR RENTAL
Sheet 1 of 1

Deliver proposals to: Town of Clifton Park Buildings & Grounds office

Or via email: dclemens@cliftonpark.org

NO LATER THAN 3:00 P.M. ON FRIDAY FEBRUARY 11, 2022

PROPOSAL OF: _____

- A. Foreman/Electrician with equipped field vehicle _____ per hour
- B. Apprentice with tools _____ per hour
- C. Laborer with tools _____ per hour
- D. Bucket truck with operator _____ per hour
- E. Trencher 24" _____ per hour

*Hourly rates shall include all hand tools and small power tools. A separate rate schedule shall be attached for large tools and equipment. The rate for tools and equipment used on a job and not included in the labor rates or on the rate schedule shall be determined by the Director of Parks, Buildings and Grounds based upon current market rental rates.



Town of Clifton Park

Buildings & Grounds

Two Town Hall Plaza | Clifton Park, New York 12065 | (518) 371-6651 Ext. 251 | FAX: (518) 371-3789

To: All Prospective Bidders
From: Dan Clemens
Re: Clifton Park Electrical Repair & Maintenance Equipment & Labor Rental
Dated January 18, 2022

- Q) We have been asked whether the Town, or responding electrical contractors working for the Town, are required to pay union local wage rates of one union local rather than another, in this case the “statewide” Local 1249 rates versus the “regional” Local 236 rates for work on “National Grid’s” utility poles.
- A) The Town is not privy to any labor agreements that the Niagara Mohawk Power Corporation, dba National Grid, may have in place with the relevant union Locals.

In the RFP, we excerpted portions of the purchase and sales contract to show the demarcation points between the Town’s newly acquired facilities and Grid’s existing utility poles.

In response this inquiry, we are attaching Paragraphs 3.0 – 4.5 of the Town’s license agreement with Grid which details the Town’s responsibilities regarding the maintenance and operation of all authorized attachments. (Lights, smart nodes, and any other Town-owned equipment now or later placed on such poles.)

Paragraph 3.1.2 references NESC codes, OSHA codes and related safety standards that must be complied with. We see no reference to labor agreements, wages, or local rates here or elsewhere in the Agreement, and are unaware of any legal or contractual provisions which would attempt to govern the answer to the inquiry.

Contractors for the Town are required to pay prevailing wages per NYS labor law. We are not aware of any other contractual or legal obligations which would touch upon this topic.

The entire license agreement is available upon request.

nationalgrid

LICENSE AGREEMENT

FOR

CUSTOMER-OWNED
STREET AND AREA LIGHTING
ATTACHMENTS
TO
UTILITY POLES AND STRUCTURES

BETWEEN

Niagara Mohawk Power Corporation
d/b/a National Grid
(COMPANY)

AND

Town of Clifton Park, New York
New York
(CUSTOMER)

DATED: DECEMBER 20, 19

device, antennae, or non-energized sign used for any purpose other than illumination directly on the Facilities. To the extent the Customer desires to install any such equipment directly on the Facilities, a separate agreement with the Company shall be required.

2.9 No use, however extended, of the Facilities and no payment of any fees or charges by Customer pursuant to this Agreement shall create or vest in Customer any ownership or property rights in such Facilities. Customer's rights herein shall be and remain a license. Neither this Agreement nor any License granted hereunder shall constitute an assignment of any of the Company's rights to use the public or private property at the location of any of the Facilities.

3.0 REQUIREMENTS APPLICABLE TO ALL AUTHORIZED ATTACHMENTS

3.1 Compliance With Applicable Regulations, Codes and Standards.

3.1.1 Customer shall, at its own expense and in accordance with the terms and conditions set forth in this Agreement, install, maintain and operate all Authorized Attachments in a safe condition and in a manner that does not:

- (a) Interfere with the Company's operation of its electric distribution system;
- (b) Conflict with the use of the Facilities by the Company or by any other authorized user thereof; or
- (c) Electrically interfere with the Facilities or any equipment attached thereon or therein.

3.1.2 Customer shall install, maintain and operate all Authorized Attachments in compliance with all applicable federal, state and local laws, regulations, codes and the Company's policies, practices and standards, as amended and in effect from time to time and in accordance with the applicable requirements and specifications of the most recent editions of the National Electrical Code ("NEC"); the National Electrical Safety Code ("NESC"); the OSHA rules and regulations, including but not limited to OSHA 1910.269; Section 70-a(5) of the New York Public Service Law; "The Electric Power Generation, Transmission, and Distribution" standard, the New York

State Labor Law governing how close workers (qualified) and non-workers (unqualified) can get to energized equipment at primary and/or secondary voltages, requirements by the New York State Department of Transportation, and any governing authority having jurisdiction over the subject matter of this Agreement, as each may be amended from time to time.

3.1.3 Customer shall ensure that clearances between each of the Authorized Attachments and all communications, electric distribution system and street lighting cables are fully in compliance with all applicable codes, standards and Company requirements, all as amended and in effect from time to time, to allow for proper maintenance, repair and reconfiguration of electric distribution system, street lighting and communications cables.

3.1.4 Customer shall ensure that the Authorized Attachments conform to applicable requirements of the Lighting Tariff and Electric Tariff and applicable Company policies. All lighting or illumination sources (*i.e.*, lamps and luminaires) shall comply with the energy consumption schedules and defined hours of operation as set forth in the Lighting Tariff.

3.1.5 Subject to Section 4.3.4 of this Agreement, Customer shall have no obligation to perform Make-Ready Work related to the pre-existing conditions of Authorized Attachments or Facilities at a location as of the Effective Date unless and until such time as Customer makes a Material Change that affects that location.

3.1.6 Except as set forth in Article 6, the Company shall have no obligation to, and shall not perform construction, maintenance repairs, reconfiguration, relocation, connection / disconnection or removal of the Equipment or Supplemental Attachments on the Facilities unless: (i) Customer has provided specific written authorization for the Company to do so and the Company is able to perform such work in compliance with all applicable PSC rules and requirements, including without limitation Rule V.F.4 of the General Information Section of the Lighting Tariff governing "Relocation of Existing Facilities;" or (ii) there is a safety-related emergency that the Company must address with respect to such Equipment, Supplemental Attachment, or a Facility to which such Equipment or Supplemental Attachment is attached. If the Company does perform construction, maintenance repairs, reconfiguration, relocation,

connection / disconnection or removal of the Equipment or Supplemental Attachment, Customer shall reimburse the Company for all Costs incurred in connection with such work in accordance with Rule V.F.4 of the General Information Section of the Lighting Tariff governing "Relocation of Existing Facilities."

3.1.7 Any materials removed by Customer, or removed by the Company on Customer's behalf, as part of or from within any Facilities shall be managed, tested, treated, transported, stored and disposed of by the Company in accordance with applicable rules, regulations or statutes and Customer shall reimburse the Company for all Costs incurred in connection therewith.

3.1.8 Customer shall maintain applicable National Electric Manufacturers Association ("NEMA") or other industry standard Identification Labels upon each luminaire, in a clear and legible condition, to identify the type of light source and associated wattage or lumen output.

3.2 Personnel Authorized To Perform Work On The Company's Facilities.

3.2.1 Customer represents and warrants that any personnel that perform work on the Equipment or Supplemental Attachments in the Electric Space on the Company's Poles or within the Company's Structures shall at all times be Qualified Electrical Workers. Customer shall indemnify, defend and hold the Company harmless from any injury, damage, loss or claims resulting from any breach by Customer of this representation and warranty. Except where such work is performed by the Company, Customer is required to execute the "Acknowledgment For The Use of Qualified Electrical Worker" form (APPENDIX III) to affirm that any person(s) under contract with and/or the direction of the Customer, including Customer's agents, who perform the installation, maintenance, and/or removal of Attachments or Supplemental Attachments in the Electric Space on the Company's Poles or on or within Structures are qualified to perform such work in accordance with the requirements of this Agreement and have completed any required training for such work.

3.2.2 In the event Customer or its agents are unable to confirm the current status of their workers as Qualified Electrical Workers, before performing any work on the Equipment or Supplemental Attachments, Customer shall be required to: (i) notify the Company of its inability to confirm such status of its or its agents' workers as

Qualified Electrical Workers and to determine the appropriate electrical clearance distances for such work; (ii) only perform work on Equipment or Supplemental Attachments in a de-energized condition; and (iii) perform such work in full compliance with all applicable requirements of the NEC, including without limitation any electrical clearance requirements established therein. If a Disconnect Device is not installed for such Equipment or Supplemental Attachment, the Customer or its agent must schedule a disconnect service request with the Company prior to performing any work on such Equipment or Supplemental Attachment. Following the completion of the work, the Customer or its agent must schedule a connection service request with the Company to re-energize such Equipment or Supplemental Attachment. The Customer will be assessed a Lighting Service Charge for each service work order occurrence as stated in the Lighting Tariff.

3.2.3 Customer and its agents are prohibited from, have no authority to, and shall not permit or cause any third party to, access or ingress any of the Company's enclosed or underground primary or secondary electric distribution system Structures, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears, unless such access or ingress is under the direct supervision of the Company.

3.2.4 If and to the extent the Customer or its agent needs access or ingress to any of the Company's underground electric distribution system infrastructure, the Customer or its agent shall contact the Company and the Company shall respond to such request, provide required support, and/or perform the necessary work as requested following its normal work order scheduling protocol, provided that the Company determines, in its sole discretion, that such connection / disconnection or other requested work is appropriate under the terms of applicable codes, standards, laws, regulations, agreements and the Company's practices and policies.

3.2.5 Customer and its agents shall not perform or make any connections (permanent or temporary) to, disconnections from, or in any way handle, tamper or interfere with, or otherwise disrupt, the Company's electric distribution system or assets, in whole or in part, nor shall the Customer permit or cause any third party (including without limitation, Customer's agent) to do so. The Company shall be the sole party with authority to perform or make any and all (permanent and temporary) connections to or

disconnections from the Company's electric distribution system or other assets. If and to the extent the Customer or its agent has a need for a connection or disconnection associated with the Company's electric distribution system or assets, the Customer or its agent shall contact the Company by making a connection / disconnection request through normal customer contact channels and the Company shall make the necessary connection / disconnection, provided that the Company determines, in its sole discretion, that such connection is appropriate under the terms of applicable codes, standards, laws, regulations, agreements and the Company's practices and policies.

3.2.6 The Customer agrees to compensate the Company for all Costs incurred by the Company in connection with work performed by the Company associated with each Attachment or Supplemental Attachment consistent with the charges or fees as set forth in this Agreement and / or as defined in the applicable provisions of the Lighting Tariff.

3.3 Maintenance of Authorized Attachments.

3.3.1 Customer shall be responsible for its own underground cable locating and for participation in the "One Call System(s)" providing one-call notifications within the Customer's operating service area. The One Call System is an independent association which, in compliance with federal, state and local requirements, facilitates the location identification of underground utility infrastructure through a notification / communication process between excavators and underground facility owners. The contact information for the One Call System responsible for a specific geographic area within the United States can be obtained by calling 811 nationally. As of the Effective Date, Dig Safe System, Inc. is this association.

3.3.2 Customer shall participate, at its sole expense, in any forum, group or organization and utilize any designated common information management system established to facilitate communications, priority, schedule and any other functions necessary to manage, locate or identify the attachment assets and actions of all customers and other facility owner(s) which are in conjunction with or may have an impact upon an Attachment or Supplemental Attachment. As of the Effective Date, the National Joint Utilities Notification System, is this organization.

3.3.3 Customer may (or may expressly authorize the Company, its employees or agents to) access or enter the Company's Structures for the purpose of asset verification, inventory, inspection and / or other engineering or asset management functions provided the Customer provides sufficient advanced notice to the Company to accommodate all aspects of scheduling. A representative of the Company shall be present at all such times, for which Customer shall pay the Company a Lighting Service Charge as specified in the Lighting Tariff. All personnel entering any Company Structure are to be properly qualified and outfitted for the physical, environmental and electrical conditions to be encountered. Where Customer or its agent has been granted access as provided above, the Company may halt such activities if they threaten the safety of any individuals or property or the integrity or reliability of the Company's electric distribution system.

3.3.4 All tree trimming required to accommodate prospective maintenance and operation of Authorized Attachments, including but not limited to the functional performance, lumen output or illumination orientation, shall be performed by Customer or Customer's qualified contractor provided appropriate approvals have been granted by the owner(s) of the tree(s) and all governing authorities. The portion of the tree(s) to be impacted by trimming shall only be within a radial distance of three (3) feet of the luminaire extending below a horizontal plane established from the highest vertical point of the luminaire unless such area is within specified clearance distances of the electric distribution or transmission system as designated by the Company and/or other governing authorities.

3.4 Inspection and Remediation of Authorized Attachments.

3.4.1 The Company reserves the right, at its sole discretion, to make inspections of all or any part of the Equipment or Supplemental Attachments, at any time, without notice to Customer, at the Company's own expense.

3.4.2 The Company reserves the right, at its sole discretion, to make inspections of all or any part of the Equipment or Supplemental Attachments and to recover its Costs in connection therewith from Customer, if the inspection performed pursuant to Section 3.4.1 of this Agreement reveals any of the following:

- (a) Unauthorized Attachments;

- (b) Material discrepancy in type, style or size of installed Attachment or Supplemental Attachment as compared with the Company's records;
- (c) Any situation creating a safety-related emergency or any condition that prevents safe access to or operation of any facilities or equipment installed on Pole(s) and / or Structures; or
- (d) Equipment or Supplemental Attachments that have been installed in violation of the provisions of this Agreement.

3.4.3 Any charges imposed by the Company for such inspections shall be in addition to any other sums due and payable by Customer under this Agreement. No act or failure to act by the Company with regard to the charge or any unlicensed use by Customer shall be deemed ratification or the authorization of the unlicensed use. If any License should subsequently be issued, the License shall not operate retroactively or constitute a waiver by the Company of any of its rights or privileges under this Agreement or otherwise.

3.4.4 If, in the reasonable judgment of the Company, any of the Equipment or Supplemental Attachments are not in compliance with the provisions of this Agreement, the Company may provide Customer with notice thereof, whereupon Customer shall bring such Equipment or Supplemental Attachments into compliance with the requirements of this Agreement within fifteen (15) days or such additional time as agreed to by the Company in writing (the "Notice Period"). If Customer fails to bring its Equipment or Supplemental Attachments into compliance with the requirements of this Agreement with such Notice Period, the Company shall provide Customer with a Final Notice of Termination of Service with respect to the Attachment that includes such Equipment or Supplemental Attachment in accordance with Section 13.3(b) of the PSC's Rules and Regulations, 16 N.Y.C.R.R. § 13.3(b), and shall exercise its right to discontinue service to such Equipment or Supplemental Attachment in accordance with the provisions thereof.

3.4.5 If, in the reasonable judgment of the Company, any of the Equipment or Supplemental Attachments are not in compliance with the provisions of this Agreement and the existing physical and / or operational conditions of such

Equipment or Supplemental Attachment creates an emergency or has the potential to cause an imminent hazard and / or immediate danger to the safety of Company employees, contractors, other persons or property, or interfere with the performance of the Company's service obligations, the Company shall have the right to disconnect or remove such Equipment or Supplemental Attachment from the Facilities without notice to the Customer in accordance with Section 13.13 of the PSC's Rules and Regulations, 16 N.Y.C.R.R. § 13.13, and to recover all Costs incurred in connection therewith from Customer under this Agreement.

3.4.6 The Customer shall, at its sole cost and expense, remedy any condition identified by the Company as causing any of its Equipment or Supplemental Attachments to be not in compliance with the provisions of this Agreement, which remedy may include but not be limited to the relocation, reorientation, transfer or de-energizing of the Equipment or Supplemental Attachments as deemed acceptable by the Company. The Company shall promptly restore electric service to such Equipment or Supplemental Attachments upon receipt of notice from the Customer that remedial action has been taken to address such emergency or non-compliance, provided however that the Company shall have no obligation to restore service to such Equipment or Supplemental Attachment if it has the lawful right to withhold service from such Equipment or Supplemental Attachment for any other reason.

3.4.7 If the Customer fails to remedy any condition identified by the Company as not in compliance with the provisions of this Agreement within thirty (30) days or such longer period as may be agreed to by the Company in writing, the Company may deem the License for the Equipment or Supplemental Attachment in question to be revoked, deem the Equipment or Supplemental Attachment an Unauthorized Attachment and proceed to exercise its Removal Rights with respect to the Equipment or Supplemental Attachment constituting such Unauthorized Attachment as stated in Article 6 of this Agreement.

3.4.8 Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or other characteristics or any structures, equipment wires, appliances or devices owned, installed or maintained by Customer or leased by Customer from third parties.

3.5 Damage to Facilities. Customer shall be liable for any damages it causes to the Facilities and to any equipment of third parties (including any Joint Owner(s), Joint User(s), and / or Other Customers) attached to the Facilities, and Customer assumes all responsibility for any and all loss from such damage caused by Customer or any of its agents, contractors, servants or employees. Customer shall make an immediate report to the Company and any Joint Owner(s), Joint User(s), and / or Other Customers of the occurrence of any such damage and agrees to reimburse the respective parties for all Costs incurred by the Company, Joint Owner(s), Joint User(s) and / or Other Customers in making repairs to the Facilities or such other equipment.

4.0 REQUIREMENTS APPLICABLE TO NEW ATTACHMENTS, SUPPLEMENTAL ATTACHMENTS, AND MATERIAL CHANGES TO AUTHORIZED ATTACHMENTS

4.1 License Application.

4.1.1 Customer shall not install any new Equipment on the Facilities, any Supplemental Attachments, or make any Material Change to any Authorized Attachment or to any Equipment that has been granted a Preliminary License until:

- (a) Customer has first analyzed any Equipment or Authorized Attachments and confirmed that any such Supplemental Attachments or Material Changes can be done in compliance with all applicable safety codes, including the NESC, and will not create loading or other issues on the Equipment or Authorized Attachments;
- (b) Customer has submitted a written application to the Company for a new License authorizing such new Attachment, Supplemental Attachment, or Material Change to an Authorized Attachment utilizing the form in APPENDIX II, Form A-1 (Application for Street and Area Lighting Attachment License); and
- (b) The Company has approved such request and issued a new License authorizing such new Attachment, Supplemental Attachment, or Material Change.

The Company shall provide an assessment and response to the application based upon the proposed action(s), description and engineering / construction detail provided.

4.1.2 Such additional Licenses shall establish a unique identification number for each such additional Authorized Attachment, which identification number shall be used as the individual license reference and for purposes of inventory and billing administration.

4.1.3 The Company reserves the right to refuse to grant a License(s) or refuse authorization for the relocation, reconfiguration, Material Change or replacement of existing Equipment, or installation of Supplemental Attachments, when the Company reasonably determines that:

- (a) Refusal is necessary to maintain the safe operation of the Company's electric distribution system;
- (b) The relevant Pole or Structure may not be replaced to accommodate Customer's proposed Attachment or Supplemental Attachment;
- (c) The existing Facilities on the Pole or within the Structure may not be rearranged to accommodate the proposed Attachment or Supplemental Attachment; or
- (d) The proposed Attachment or Supplemental Attachment will negatively impact other customer services provided by the Company.

For the avoidance of doubt, the Parties understand and agree that the list of above-mentioned conditions is not an exhaustive list as other conditions may exist that would require the Company to refuse to grant a License.

4.2 Field Survey.

4.2.1 The Company shall perform a Field Survey for each Facility upon or within which the Customer requests a new Authorized Attachment requiring an electrical connection or the reconfiguration, relocation, Material Change or replacement of existing Equipment or a Supplemental Attachment. The Field Survey shall identify the required work, if any, that is necessary to facilitate the electrical connection and determine whether the Pole or Structure is adequate to accommodate the requested

Attachment or Supplemental Attachment. The Company shall provide Customer with a Field Survey cost estimate representing all anticipated Costs. The Company shall perform the Field Survey(s) following receipt of the Customer's written authorization and advance payment of the estimated amount specified by the Company in accordance with the provisions of Section 7.2.1 of this Agreement.

4.2.2 The Company may determine that a Field Survey is not required if Customer proposes a new, in-kind replacement of existing Equipment having the same physical and operational characteristics and is to be in the same location and orientation as the existing Equipment in an Authorized Attachment. For avoidance of doubt, neither the conversion of an existing luminaire with a like-kind LED luminaire, including Network Lighting Control Node, with similar physical and operational characteristics in the same location and orientation as the existing luminaire nor the initial installation of a Disconnect Device within twenty-four (24) months of closing will require a Field Survey.

4.2.3 The Company shall specify the point, area or location to be utilized by an Attachment on a Pole or within a Structure or by a Supplemental Attachment on the Equipment, including the point of entry for Customer circuitry to reach the Connection Point.

4.3 Make-Ready Work.

4.3.1 In the event that the Company determines in the Field Study that a Pole or Structure is physically inadequate or that the reconfiguration of the existing electric distribution system equipment or other Facilities is required, the Company will indicate on the Authorization for Make-Ready Work (APPENDIX II, Form B-2) its estimate of its Cost of completing the design for the Make-Ready Work and for performing the required Make-Ready Work and forward such completed authorization form to the Customer.

4.3.2 The Company will schedule and perform the required Make-Ready Work following its receipt of the executed Authorization for Make-Ready Work form and Customer's advance payment of the estimated amount specified by the Company. Customer shall pay the Company for all the Costs of all Make-Ready Work in accordance with the provisions of Section 7.2.2 of this Agreement, and shall also arrange with the owner(s) of other attachment(s) on the Pole or within the Structure or other Facility for

the transfer or rearrangement of such facilities to accommodate the installation, reconfiguration or removal of the Attachment(s) or Supplemental Attachment(s).

4.3.3 Customer shall not be entitled to reimbursement of any amounts paid to the Company for Pole and/or Structure replacements, capacity upgrades, or for the reconfiguration or rearrangement of other attachment(s) on its Poles or within its Structures by reason of the use by the Company or other authorized user(s) of any additional space or capacity resulting from such Make Ready Work.

4.3.4 If the Company or a Joint Owner needs to attach additional equipment or make changes to existing Facilities within or upon which Customer has an Authorized Attachment, Customer agrees to be responsible to perform or to reimburse the Company for all Costs either: (i) to reconfigure its Authorized Attachment(s) in or on such Structure(s), as such reconfiguration shall be determined by the Company; or (ii) to transfer its Authorized Attachment(s) to an alternate location designated by the Company so that the additional Facilities of the Company may be attached where either an agency of government, whether local, state or federal, requires the removal, relocation, or modification of a Structure affecting Customer's Authorized Attachment; or a Structure must be repaired or replaced for any reason (as determined by the Company).

4.3.5 The Company will endeavor to perform all Make-Ready Work to accommodate Customer's Authorized Attachments as a part of its normal, scheduled workload.

4.3.6 When reconfiguration, transfer or removal of Facilities of the Company is required to facilitate attachments of Other Customers or third parties on or within Structures, Customer shall be responsible for all Costs incurred by the Company in connection with such reconfiguration, transfer or removal of Customer's Attachments or Supplemental Attachments as a result. Customer has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Attachments or Supplemental Attachments from such Other Customer(s) or third party(ies).

4.4 Installation Requirements for New Authorized Attachments and Material Changes.

4.4.1 Customer shall install a Disconnect Device within each Authorized Attachment. The Disconnect Device shall be located as close as feasibly practical to the

energizing source or Connection Point and shall be readily accessible to both the Company and the Customer. The Disconnect Device shall, at a minimum, separate the Customer's energized conductor from the Company's distribution system. However, the Company recommends a dual pole disconnect device to separate the Customer's Equipment or Supplemental Attachment from both conductors feeding the Equipment or Supplemental Attachment.

4.4.2 Joint use of the Company's Ducts by Customer for the installation of new Equipment or Supplemental Attachments is not permitted.

4.4.3 The installation by Customer of Equipment or Supplemental Attachments, such as splice boxes and coiled cables within Structures will only be allowed if specifically authorized by the Company in writing and such Equipment or Supplemental Attachment complies in all respects with Article 2 of this Agreement. Where splice boxes are allowed, cable slack shall be installed to allow the Equipment or Supplemental Attachment to be lifted clear of the Structure, which will allow for the Company or other facility maintenance and splicing.

4.4.4 Customer shall place or have placed by the Company (at Customer's sole cost and expense) as Make-Ready Work, Identification Labels on all of Customer's Equipment and Supplemental Attachments including, but not limited to, cables located within or in close proximity to the Company's underground Structures and Customer handholes containing circuit Disconnect Devices. The Company shall have the right to approve or reject Customer Identification Labels that are significantly different than those described in APPENDIX II, Form E.

4.4.5 All tree trimming made necessary to accommodate initial construction, reconstruction, relocation, or Material Change of Authorized Attachments shall be performed by qualified contractors approved by the Company and Customer, at the sole cost and expense of Customer. The Customer and not the Company shall be solely responsible for the performance of such work and shall also be responsible for obtaining permission for such work from the owner(s) of such tree(s) and from any other governing authorities regulating such work.

4.5 Supplemental Attachments

APPENDIX III

ACKNOWLEDGMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS

The Town of Clifton Park, New York hereby acknowledges and agrees to the following:

1. Niagara Mohawk Power Corporation d/b/a National Grid (hereinafter "National Grid") expects the use of electrically-qualified personnel as required by OSHA in 29 CFR 1910.269 for all work associated with the LICENSE AGREEMENT FOR ATTACHMENTS TO UTILITY POLES AND STRUCTURES FOR STREET AND AREA LIGHTING BETWEEN NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID and THE TOWN OF CLIFTON PARK DATED _____, 2019 (hereinafter "CLIFTON PARK LICENSE AGREEMENT").
2. The Town of Clifton Park hereby agrees that any work being done pursuant to the CLIFTON PARK LICENSE AGREEMENT will be done by qualified electrical workers as defined by OSHA in 29 CFR 1910.269 and in accordance with all relevant laws, regulations, codes, and industry standards.
3. The Town of Clifton Park understands and agrees that any injuries to persons or property arising out of or related to this work, including without limitation as a result of a failure to comply with this ACKNOWLEDGMENT, will be the sole responsibility of the Town of Clifton Park.

Town of Clifton Park, New York

BY: _____

NAME: PHILIP C. BARRETT

TITLE: TOWN SUPERVISOR

DATE: 12-3, 2019

Syracuse, NY 13202

A copy of all applications, notices, authorizations and certificates to:

Niagara Mohawk Power Corporation d/b/a/ National Grid
Attention: Outdoor Lighting and Attachments
300 Erie Boulevard West
Syracuse, NY 13202

- (iii) Each Party has the right to add, modify, change or remove contact information as presented herein provided such corrections are communicated in writing to the other party and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate as of the Effective Date.

NIAGARA MOHAWK POWER
CORPORATION d/b/a NATIONAL GRID

TOWN OF CLIFTON PARK,
NEW YORK

By: Melanie Littlejohn

By: Philip C. Barrett

Name: Melanie Littlejohn

Name: PHILIP C. BARRETT

Title: Jr. NYS-Cust's Community

Title: Town Supervisor

Dated: 12/5/19

Dated: 12-3-19

Resolution No. _____ of 2022, a resolution awarding the bid for a new leaf vacuum for the Clifton Knolls Leaf District.

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

WHEREAS, on January 19, 2022, bids were publicly opened for the above referenced contract, and

WHEREAS, the sole bidder for this contract was Stephenson Equipment, Inc., 3 Industry Drive, Waterford, NY, in the amount of \$75,343, and

WHEREAS, the Highway Superintendent has reviewed the bid and has recommended the bid of Stephenson Equipment, Inc. be accepted for an amount of \$75,343; now, therefore be it

RESOLVED, that the Town Board hereby accepts and awards the above referenced bid to Stephenson Equipment, Inc. in an amount not to exceed \$75,343 to be paid from SR-2376-200 (Clifton Knolls Leaf District – Leaf District-Equipment), with a budget transfer of \$54,343 from SR-915 (Assigned Fund Balance) to SR-2376-200.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, February 18, 2022 1:40 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: 620fe7fd23348-20220218115857329.pdf; 620fe7fd23679-Stephenson-ODB Leaf Machine Bid 1-19-2022.pdf; 620fe7fd23cfe-Info on Self-Contained Debris Collector 1-19-2022.pdf

An item has been submitted to the Resolution Request form for review.

Department: Highway Department/Clifton Knolls Leaf District
Your email: dbull@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): D. Bull, C. Rudick

Requested Meeting Date: 02-28-2022

Brief Description: The Clifton Knolls Leaf District Committee would like to purchase a new leaf vac machine for the district. We went out to bid, and one bid came back. The committee would like to purchase the machine outlined in the Bid.

Budget #: SR-2376-200
Budget Description: Equipment
\$ Amount: 75,343.00

Additional Comments/Details:

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

HWY CK LEAF VACUUM 1/19/22 @ 3PM

COMPANY NAME	TOTAL BID AMOUNT
Stephenson Equipment, Inc.	\$ 75,343.



Self-Contained Debris Collector

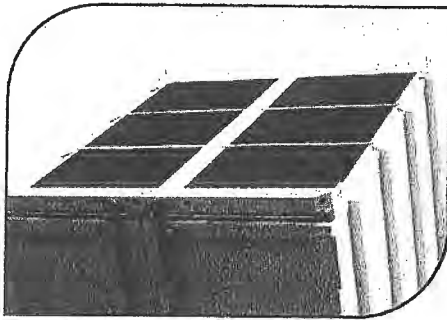
DCL800TM

Kubota WG3800-G-E3
4-cylinder Gasoline
engine rated at 87HP.

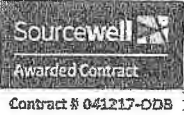
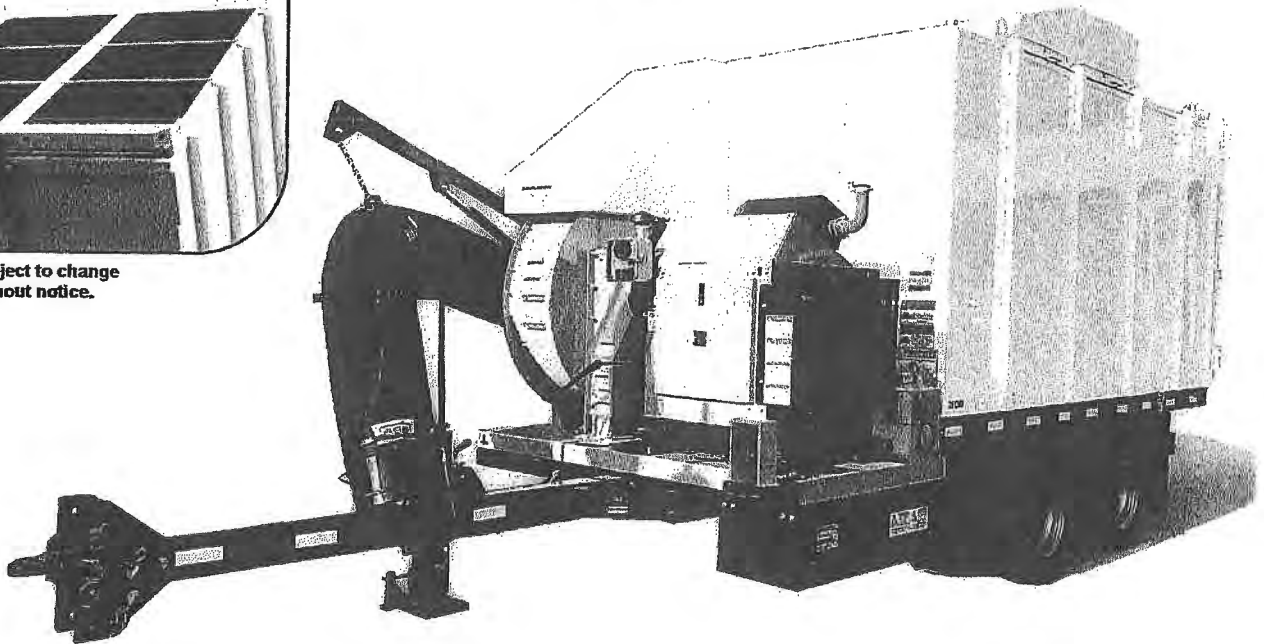
- 28" suction impeller
- 16" dia. x 120" long rubber suction hose
- Tandem rubber Torflex axles

The DCL800TM
has the best suction of
any unit in it's class.
Contact ODB
to order yours today!

DCL800TM



*Specifications subject to change
at any time without notice.



*Standard color is white.

*Units may be shown with options.



Follow us at
ODBCompany

800-446-9823



DCL800TM

Debris Collection Loader-Trailer Mounted



Specifications

Engine - Gas

Kubota WG3800 3.8L 4-cylinder gasoline engine, rated at 87HP, meets EPA T2 & CARB T3 standards.

Engine Controls

Electronic engine controls with safety shut down.

Drive

Belt driven via a 4-groove power band.

Hoist

Gear driven hydraulic pump powers underbody hoist that dumps to 52 degrees.

Hopper

Container constructed of 12 gauge steel with vented top and side hinge rear doors. Available in 14, 20, 25 & 30 cu.yd. capacities.

Axles

14CY - Dual 3.5" Torflex axles rated at 16,000 lbs.

20CY - Dual 5" Torflex axles rated at 20,000 lbs.

25/30CY-Dual 5" Torflex axles rated at 24,000 lbs.

Equipped w/ electric brakes with break-away actuator.

Tires

14CY - (4) ST235-85R16 radial tires on steel wheels.

20/25/30CY - (8) 235/80R16E tires on steel wheels.

Options

- Eco Mode
- 3-axis hose boom (up/dn, left/rt, in/out)
- Hydraulic parking jack in lieu of manual
- Fluid drive coupler in lieu of standard clutch
- Remote electric throttle for engine
- Urethane suction hose in lieu of rubber
- Urethane coated liners for blower housing
- Driver's side (street) pick up
- Perforated top screens with 3/16" holes
- Air Scoop or Bottom Exhaust on box

Engine - Option

John Deere 4045TFC03 4-cylinder diesel engine rated at 74HP - Final T4

Radiator Screen

Boxed corrugated radiator screen constructed from perforated steel to increase air flow for better cooling.

PTO

13" clutch assembly with 2.25" PTO shaft and safety engagement system.

Hose Boom

Hydraulic hose boom powered by 12v electric / hydraulic pump.

Hose

16" x 100" rubber suction hose with steel nozzle.

Impeller

28" diameter suction impeller with six 3/8" thick T-1 steel blades. Replaceable 1/4" thick abrasion resistant steel liners.

Fuel Tank

40-gallon polyethylene fuel tank.

Pintle Eye

Heavy-duty height adjustable pintle eye with three quick release pins requiring no tools.

Parking Jack

Manual parking jack with drop foot.

Lights

LED type DOT trailer lights. Two amber LED flashers in the rear.

Paint

All components are pre-painted with PPG paint - Hopper - standard white, other custom paint colors available as options.

800-446-9823

www.odbco.com

5118 Glen Alden Dr. Richmond, VA 23231



LIMITED EQUIPMENT WARRANTY

ODB Company warrants to the original purchaser of any new ODB XtremeVac™ equipment, purchased from an authorized ODB XtremeVac™ dealer, that the equipment be free from defects in material and workmanship for a period of one (1) year for municipal and commercial use from the date of retail sale. The obligation of ODB Company to the purchaser under this warranty is limited to the repair or replacement of defective parts. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for one (1) year from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs first. Warranted parts shall be provided at no cost to the user during regular working hours. ODB Company reserves the right to inspect any equipment or parts which are claimed to have been defective in material or workmanship.

DISCLAIMER OF IMPLIED WARRANTIES & CONSEQUENTIAL DAMAGES

ODB Company's obligation under this limited warranty, to the extent allowed by law, is in lieu of all warranties, implied or expressed, **INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and any liability for incidental and consequential damages with respect to the sale or use of the items warranted. Such incidental and consequential damages shall include but not be limited to: transportation charges other than normal freight charges; cost of installation other than cost approved by ODB Company; duty; taxes; charges for normal service or adjustment; rental of substitute equipment, expenses due to loss, damage, detention or delay in the delivery of equipment or parts resulting from acts beyond the control of ODB Company.

THIS LIMITED WARRANTY SHALL NOT APPLY:

1. To vendor items which carry their own warranties, such as engines, tires, axles, hoists, gauges, circuit boards, hydraulic pumps, batteries and especially fluid drive PTO couplings.
2. If the unit has been subjected to misapplication, abuse, misuse, negligence, fire or other accident.
3. If parts not made or supplied by ODB Company have been used in connection with the unit, if, in the sole judgment of ODB Company such use affects its performance, stability or reliability.
4. If the unit has been altered or repaired outside of an authorized ODB Company dealership in a manner which, in the sole judgment of ODB Company, affects its performance, stability or reliability.
5. To normal maintenance service and normal replacement items such as engine lubricant, bearing lubricant, hydraulic fluid, worn blades, or to normal deterioration of such things as belts and exterior finish due to use or exposure.
6. To expendable or wear items such as impellers, steel liners, housings, bearings, pulleys, any and all rubber hoses, chains, sprockets, belts, springs and any other items that in the company's sole judgment is a wear item.
7. Travel mileage and travel time of the end user and/or authorized dealer is not covered under this limited warranty.

NO EMPLOYEE OR REPRESENTATIVE OF ODB COMPANY IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY UNLESS SUCH CHANGE IS MADE IN WRITING AND SIGNED BY AN ODB COMPANY VICE PRESIDENT AT 5118 GLEN ALDEN DRIVE, RICHMOND, VA 23231.

CARE AND OPERATION OF STEIN POWER TAKE - OFF

. Installation of power take - off

Avoid jamming, excessive wear or scrubbing of parts; also misalignment between engine and power take-off. If the PTO does not slip into the engine housing and clutch with several blows with a soft faced hammer, do not try to pull it together with the bolts. Remove PTO unit and check alignment of clutch plate to pilot bearing, then reassemble.

. Lubrication

ANTI - FRICTION BEARINGS - Shaft bearings should be lubricated after each 250 hours of operation with a short fiber, high grade, high temperature, lithium base #2 lubricant with an operating temperature of 200 F. Three to five pumps with a hand operated grease gun is sufficient. The units from the factory are filled with Mobil XHP 222 grease.

Excessive grease can void the warranty.

. Clutch levers and linkage

Levers and linkage should be lubricated with engine oil after 250 hours of operation.

Warranty

Stein Manufacturing, Inc. warrants the product it manufactures to be free from defects in materials and workmanship, for a one year period from the date of sale to the original user.

The warranty is valid provided written notice of the alleged defect is received by Stein Manufacturing, Inc. during said period and within ten days after its discovery.

If proven to our satisfaction that the product is defective as to material and workmanship the necessary parts will be replaced and or repaired, this being Stein Manufacturing, Inc. sole responsibility. Our obligation under this warranty is limited to repair or replacement of Stein products or part only and does not obligate Stein Manufacturing, Inc. to bear any other cost involved.

This warranty will apply only if the product has not been subject to misuse, neglect misapplication repair, or alteration.

Incoming freight should be prepaid. If the product is found to be within warranty, credit will be allowed on the incoming charges and return freight will be prepaid.

THE WARRANTY IN THE ABOVE STATEMENT BY STEIN MANUFACTURING, INC. IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED.

Stephenson Equipment, Inc.

Harrisburg, PA Lancaster, PA Wilkes-Barre, PA Pittsburgh, PA Philadelphia, PA Syracuse, NY Albany, NY Aberdeen, MD (service only)

January 19, 2022

Town of Clifton Park
Dahn S. Bull
Superintendent of Highways
1 Town Hall Plaza
Clifton Park, NY 12065

Ref: Clifton Knolls Leaf District Bid, H-2-2022.

Dear Dahn:

Enclose is our bid response for the Large Trailer-Mounted Yard Waste Collector. Due to ODB's continuous improvement program, ODB products have been updated and evolved over the years to provide the best possible machines in the industry. Therefore, we have some exceptions to the bid specification. Please see the exceptions sheet

Sincerely,



Jeffrey Lantz
Territory Manager
Stephenson Equipment, Inc.
3 Industry Drive, Waterford, NY 12188
Office: 518-357-2200
Mobile: 518-491-8598
Fax: 518-357-2201
Email: jlantz@stephensorequipment.com
www.stephensorequipment.com



7201 Paxton Street Harrisburg, PA 17111 Phone: 717-564-3434 Fax: 717-564-7580 Toll Free: 800-325-6455
www.stephensorequipment.com



STEPHENSON EQUIPMENT, INC.
www.stephensorequipment.com

Harrisburg, PA Pittston, PA Prospect Park, PA
800-325-6455 866-667-6756 800-220-4033
Syracuse, NY Albany, NY
800-368-6455 518-357-2200

Town of Clifton Park Dah Bull 1 Town Hall Plaza Clifton Park, NY 12065 Bid: H-2-2022	Phone: Fax: Email:	Date: 1/19/2022 Rep.: Jeffrey Lantz C#518-491-8598 <i>Jeffrey Lantz</i>
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Qty	Item #	Name	Price	Total
1		ODB Large Trailer Mounted Yard Waste Collector Model: DCL800TM25 25CYD capacity Trailer mount John Deere 4045TFC03 diesel engine rated @ 74HP, final tier 4 w/eco mode Electronic eng controls w/safety shut down 30" dia. Impeller 4 groove power band belt driven 13" clutch assy w/2.25" PTO shaft & safety engagement. Hyd hose boom pwoered by 12vt elec/hyd pump 16" x 120" rubber suction hose w/steel nozzle Gear driven hyd pump powers 15.2ton hoist HD height adjustable pintle eye w/3-pins Manual parking jack w/drop foot Tandem axle w/electric brakes & break away LED type DOT lighting 2-amber LED oval flashers all standard features Paint: Box - Omaha Orange, Power Unit - Grey Lead time: Apprx 75 Days ARO Customer pick up @ Sei Waterford	BID	\$75,343.00
Sub Total				\$75,343.00
Shipping & Handling				
Taxes			0.000%	\$.00
TOTAL				\$75,343.00

Comments:

Office Use Only:

Driven By Customer Satisfaction Since 1957

**SPECIFICATIONS
FOR
LARGE TRAILER MOUNTED YARD WASTE COLLECTOR**

	YES	NO
GENERAL:		
It is the intent of these specifications to describe a trailer-mounted, engine driven suction unit for vacuum collection of leaves, paper, bottles, cans and similar debris.	X	
The machine quoted on shall have been in successful use for three or more years. These specifications are minimum requirements. Bids that do not fully comply with these minimum requirements will not be considered. Bidders must respond to each section of the specification. If a "yes" or "comply is listed, the exact specification must be supplied. All deviations must be stated on this form or in a separate letter at the time of the bid opening.	X	
SUCTION HOUSING:		
To maximize air flow and vacuum, the suction housing shall have a minimum discharge angle of 45 degrees. The suction housing shall be full welded construction of 10-gauge steel. The housing cover plate and back plate shall be 3/16" thick steel plate.	X	
Slip-in replaceable abrasion resistant steel wear liners shall be furnished on the inside of the housing, minimum allowable thickness - 1/4". These liners are to be continuously supported on all sides and secured without the use of bolts or welding to facilitate ease of removal.	X	
SUCTION IMPELLER:		
To be statically and dynamically balanced and self-cleaning.	X	
To have a minimum of six (6) gusseted blades constructed of T-1 steel with a Brinell hardness of not less than 320. Blades shall be 3/8" thick.	X	
The impeller shall be no less than 32" diameter with a 3/16" thick back plate minimum.		X
The impeller shall be installed on the 2 3/16 minimum diameter drive shaft supported by two 2 3/16 minimum diameter bearings. Impeller to be driven from engine with a power band belt. Direct Driven impellers from engine PTO are not acceptable. No engine removal necessary for belt replacement.	X	
HYDRAULIC LOW PROFILE HOSE CARRIER: (SIDE MOUNT)		
A side mounted, hydraulic hose carrier shall support the suction hose with spring supports.		X
The carrier shall be equipped with a hydraulic cylinder mounted on the underside of the carrier to raise and lower the height of the suction hose.	X	
Controls to raise and lower and lower the hose carrier can be mounted on the hose handle or as an independent pendant control.	X	
The hydraulic cylinder shall be powered from an electric/hydraulic pump.	X	
The carrier shall also enable easy over the road transport of the suction hose by enabling it to tuck and ride in front of the trailer.	X	
HAND HOSE SUCTION ASSEMBLY: 16" DIA X 8' LONG		
Heavy-duty 16" diameter suction hose maximum	X	
Wall thickness at cuff shall be 6 ply minimum .406" thickness, the thickness along the body shall be .150" minimum with a minimum 3 ply.	X	
The hose shall incorporate a reinforcing galvanized wire with a minimum diameter of .192".	X	
The hose shall be supplied with a 16" diameter steel suction snout. It shall include a steel handle to help the operator maneuver the hose.	X	
The suction hose connection to the blower housing shall be furnished with a safety switch that shuts down the engine when the hose is improperly connected to the machine or removed from the machine.		X
ENGINE:		

#1

#2

#3

BIDDER'S RESPONSE

Shall be a John Deere 4045T turbo diesel engine, or equal, four (4) cylinder, four cycle, 4.5 Litre. Engine shall incorporate a counter balanced crankshaft for vibration free performance. Engine shall be rated at 84 horsepower at 2500 R.P.M. Engine to be equipped with a 12-volt electric starting system, governor, dry type air cleaner and muffler.		X	#4
The diesel fuel tank shall mount to the trailer frame and shall be installed so fuel fumes are not trapped in a confined area. Minimum capacity - 30 gallons. Tank construction - 1/4" thick steel plate with sight gauge. (Poly tank acceptable)	X		
Engine to be equipped with a quick acting overcenter built-in PTO. Engine and PTO to be supplied with a two (2) year Manufacturer's warranty. No exception to this requirement, supply Manufacturer's warranty statement with bid.		X	#5
Engine base shall be minimum 56" long by 60" wide. Base shall be 1/2" thick steel plate supported by a 4"x 4" steel tubing frame.		X	#6
Engine shall be supplied with a remote oil drain hose. Engine housing shall be all steel with a removable service door.	X		
Engine battery & hydraulic pump for the hose carrier shall be installed inside the engine compartment.		X	#7
ENGINE CONTROLS:			
The following engine controls are to be mounted in an enclosed panel.			
Ammeter, water temperature gauge, oil pressure gauge, throttle, Murphy shutdown gauge for low oil press/high water temp, Tachometer/hourmeter	X		
	X		
LARGE AREA RADIATOR SCREEN:			
Radiator shall be protected from clogging by an auxiliary grill system that shall be quickly removable from the engine without the use of tools.	X		
STORAGE BATTERY:			
Heavy-duty type, 12-volt battery with a minimum of 675 CCA		X	
HOPPER:			
The hopper shall be 25 cubic yard minimum capacity.		X	
The entire hopper roof shall have internal and external screening. The interior screen shall be heavy duty expanded metal screen with bolt-in sections. The interior screen sections shall be galvanized fine mesh wire screen. The internal screen sections shall hinge on each side, be pinned in place and be removable without the use of tools. The hopper floor shall be 12-gauge thick smooth steel with 7" channel longitudinal. Floor shall be supported by steel cross channels on 12" centers.		X	
The sides shall be constructed out of 12-gauge steel with smooth sided interior. Sides shall be supported by 2" x 2" front and rear full height corner posts. Hopper all shall have a full top box rail 2" x 4" in size.		X	
The rear door shall be one section top hinged and fully reinforced by 2" x 4" rectangular tubing. The door shall be spring loaded at the top with a 3" x 24" coil spring for fast unloading. Two section side hinged "barn style" doors are acceptable.		X	
The door to be held in place in the closed position with spring loaded over center cam locks.		X	
HOIST:			
The hopper shall dump by means of a hydraulic under body hoist that shall be rated by the National Equipment Truck Association (NETA).		X	
The under-body hoist shall have a double active 5" diameter hydraulic cylinder to raise and lower the hopper. The hoist shall have a lifting capacity of 20 tons and must be rated to operate with up to 3000 psi minimum. The hydraulic hoist shall be powered from a gear driven hydraulic pump direct coupled to the engine, belt driven or electric hydraulic pumps are not acceptable.			X #8
TRAILER			
The trailer mounted unit shall be approximately 96" wide and 122" high.			X #9

BIDDER'S RESPONSE

The trailer main frame shall be 34" wide constructed on 4" x 8" tube long members. An adjustable pindle ring shall be installed at the front of the trailer with safety chains. A parking jack shall be installed with convenient control handle for easy truck hook-up. Trailer tongue shall be 4" x 8" rectangle tubing with a 1/2" thick wall.		X	#10
The trailer shall be equipped with a dual-tired tandem axle with 24,000 lb. capacity, supported on semi-elliptic springs. Triple axle trailers are not acceptable due to excessive tire scuffing and wear. Tires shall be tubeless 9-50 x 16.5-10 ply. Trailer shall have electric brakes on all the wheels.	X		
LIGHTING:			
Combination stop and taillights with lighted license plate bracket, directional signals, upper and lower marker lights, reflectors, and DOT reflective tape shall be supplied.	X		
Two amber flasher lights shall be mounted on the rear of the machine. A quick disconnect plug shall be supplied at the trailer tongue.	X		
PAINTING:			
The entire leaf loader shall be properly prepared, primed and the paint shall be electrostatically applied.			X #11
Color: Omaha Orange	X		
DELIVERY:			
Equipment shall be furnished fully serviced and assembled. Operators and parts and service manual shall be supplied covering the entire leaf loader and engine.	X		
WARRANTY:			
A one-year warranty covering the leaf loader for materials and workmanship is to be included in the bid price.	X		
Distributor or representative shall have a service and parts facility within 100 miles of the end user's garage.	X		
The distributor facility must have adequate inventory of parts and mechanics trained to work on their leaf loaders.	X		
Indicate locator of parts and service facility.	X		

COMPANY NAME:	STEPHENSON EQUIPMENT, INC
ADDRESS:	3 INDUSTRY DRIVE WATERFORD NY 12188
PHONE NUMBER:	518-357-2200
CONTACT PERSON:	JEFFREY LANTZ

Stephenson Equipment, Inc.

Harrisburg, PA Lancaster, PA Wilkes-Barre, PA Pittsburgh, PA Philadelphia, PA Syracuse, NY Albany, NY Aberdeen, MD (service only)

Bid Exceptions:

1. 30" diameter fan is supplied.
2. Chain supports.
3. Safety switch installed on the clean out door only.
4. 74hp @ 2,400 RPM.
5. Engine PTO is supplied with a (1) one year manufacturers warranty.
6. Engine base built on lasered steel ¼" skid.
7. Battery and hydraulic pump installed on engine skid, not in engine compartment.
8. 4" diameter hydraulic cylinder rated @ 15.2 tons which is accomplished with the mechanical advantage of the scissor lift that requires less power/tonnage.
9. 87" wide and 126" high box.
10. Trailer tongue is 6"x6" square tubing with 3/8" wall.
11. HVLP applied paint process – Orange box and grey power unit assembly.



Resolution No. _____ of 2022, a resolution authorizing short-term use of street sweeping services from Evolution Construction Services for use by the Highway Department.

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

WHEREAS, Highway Superintendent, Dahn Bull has requested authorization to use Evolution Construction Services for assistance with the spring street sweeping services program, since the Town's main sweeper was destroyed in the White Building Fire, and

WHEREAS, Saratoga County conducted a Request for Bids for such services in January of 2020, and Mr. Bull requests authorization to retain Evolution Construction Services for street sweeping services by piggybacking off the Saratoga County Pavement Service Rates listed in Specification 20-PWPSR-46R,

WHEREAS, available documentation from Saratoga County Purchasing Department demonstrating that pricing from the 2020 bids are extended through January, 2023 Contract pricing valid through January 31, 2023; now, therefore, be it

RESOLVED, that the Highway Department is authorized to retain Evolution Construction Services for a period of two weeks for spring street sweeping services at a time to be determined, dependent on weather conditions, and issue a purchase order, in an amount not to exceed \$19,620 to be paid from DA-5110-009 [Highway Fund – General Construction – Equipment Rental], and be it further

RESOLVED, that the cost of the two week rental be included in the existing claims for damages and losses caused by the White Building fire of August 17, 2021.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Friday, February 18, 2022 2:12 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 02-28-2022
Attachments: 620fef655adbb-20220218140359846.pdf; 620fef655b3b3-20-PWPSR-46R EXTEND MEMO 2023.pdf; 620fef655b648-Pavement Service Rates Bid Package 20-PWPSR-46R.pdf; 620fef655c0a9-20-PWPSR-46R AWARD RECAP.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Highway Department**
Your email: **dbull@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **D. Bull**

Requested Meeting Date: **02-28-2022**

Brief Description: **We will be renting the services of Evolution Construction Services to assist in our street sweeping program in the spring. Due to the loss of our main sweeper in the White Building Fire, we will need additional help at the conclusion of winter sweeping roads. We are piggybacking off the Saratoga County Pavement Services Contract, #20-PWPSR-46R. At \$4,250 a week, and a rate of \$695 a day for the operator, that would come to a total of \$19,620.00 for the two week operation. We would be having our own trucks perform the hauling operations. The Two week period will be decided on weather conditions and the beginning of spring.**

Budget #: **DA-5110-009**
Budget Description: **Equipment Rental**
\$ Amount: **\$19,620.00**

Additional Comments/Details: **Funds will need to be moved from the Highway General Fund to the Equipment Rental line to accommodate the the cost of the two week rental. Since the sweeper was lost in the fire, the \$19,620.00 will be submitted to the insurance company for reimbursement.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



JOHN T. WARMT
Director

SARATOGA COUNTY PURCHASING DEPARTMENT

Central Stores ~ Central Printing ~ Central Mail
50 WEST HIGH STREET * BALLSTON SPA, NY 12020
Telephone: (518) 885-2210
Fax: (518) 885-2220

MEMORANDUM

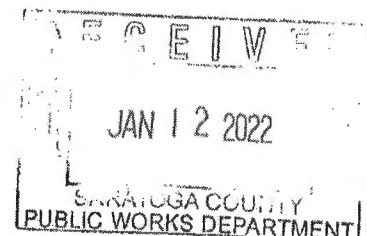
FILE

TO: Chad Cooke, Public Works
FROM: John Warmt, Purchasing *JW*
DATE: January 11, 2022
RE: Pavement Service Rates - 20-PWPSR-46R

All vendors have agreed to extend their prices for Pavement Service Rates, as per bid specification 20-PWPSR-46R.

The extended contract period will run from February 1, 2022 through January 31, 2023.

cc: M. Dunn - Kubricky Construction Corp.
J. Russo - Evolution Construction Services
K. Wilson - Gorman Bros.
R. Longo - Empire Paving of Schenectady
D. Swartwout - New Castle Paving
C. Schall, County Auditor



COUNTY OF SARATOGA

REQUEST FOR BIDS

Pavement Service Rates

Specification 20-PWPSR-46R



OPENING January 23, 2020 @ 11:00 a.m.

SARATOGA COUNTY PURCHASING DEPARTMENT
JOHN T. WARMT, DIRECTOR OF PURCHASING
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020

INSTRUCTIONS TO BIDDERS

1. By these specifications, 20-PWPSR-46R, it is the intent of Saratoga County, through its Purchasing Department, to secure a bid for Pavement Service Rates. Sealed bids will be received until 11:00 a.m. Thursday, January 23, 2020 at which time bids will be publicly opened and read aloud.
2. Bids must be addressed to the Saratoga County Purchasing Department, 50 West High Street, Ballston Spa, NY 12020 and must be in a sealed envelope plainly marked - BID FOR PAVEMENT SERVICE RATES.
3. The contract period is for one (1) year beginning February 1, 2020 through January 31, 2021, with an option for two (2), one (1) year extensions upon written agreement of both parties.
4. Bidder must be an established business enterprise and must satisfactorily prove to the Commissioner of Public Works, upon request, that he has adequate facilities to perform all requirements in the event of any award.
5. No contract resulting from this bid shall, either in whole or in part, be assigned, transferred, conveyed, sublet, or otherwise disposed of to any other person, company, or corporation, unless prior approval is obtained, in writing, from the County of Saratoga.
6. The contractor must comply with Section 220 of the labor law as it pertains to the payment of the minimum prevailing wage rates for Saratoga County. The contractor must also comply with all other federal, State, and local laws and regulations applicable to this type of work.
7. This Agreement shall be void and of no affect unless through the term of this Agreement CONTRACTOR, in compliance with the provisions of the Worker's Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law.
8. Insurance requirements are attached. Signed Indemnity and Insurance Agreement and **a copy of your Certificate of Insurance must be returned with bid.**
9. Bidders must be aware that all political subdivisions, and districts located in the State of New York, may be entitled to make purchases of materials, or supplies from the resulting bid award. It is understood that the extension of such award is at the discretion of the vendor and the vendor is only bound to any contract between the vendor and Saratoga County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Saratoga County, specifically and expressly disclaims any and all liability for defective performance, breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Saratoga County bid.
10. Purchases by Saratoga County are not subject to any sales or federal excise taxes. Saratoga County is also exempt from the Transportation Tax.
11. **ALL BIDS MUST BE SUBMITTED ON THE BID FORMS OBTAINED FROM THE SARATOGA COUNTY PURCHASING DEPARTMENT OR THE EMPIRE STATE PURCHASING GROUP. Bids submitted on another form or revised bid document may be considered non-responsive and may be rejected.**
12. Bidders must sign and submit, to the Purchasing Department, a Non-Collusive Bidding Certificate and a Certificate of Compliance with the Iranian Divestment Act (attached). **ORIGINAL SIGNATURES, NO PHOTOCOPIES ACCEPTED.**

13. Saratoga County will reject any bid that does not have a signed proposal page. **ORIGINAL SIGNATURES, NO PHOTOCOPIES ACCEPTED.**
14. Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause for discontinuing business with the successful bidder.
15. **Saratoga County, through its Purchasing Department, reserves the right to accept any alternate proposal not significantly altering the bid specifications.**
16. Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.
17. Questions regarding this bid should be directed to John Warmt, Director Of Purchasing - 518-885-2210.

COUNTY OF SARATOGA
PURCHASING DEPARTMENT
50 WEST HIGH STREET
BALLSTON SPA, NEW YORK 12020
(p) 518-885-2210 (f) 518-885-2220

GENERAL CONDITIONS

(For the purchase of materials, supplies, services, and equipment)

All invitations to bid issued by the County of Saratoga will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contact awarded by the County.

DEFINITIONS

"County"	- shall be the legal designation of the County of Saratoga.
"Bid"	- an offer to furnish materials, supplies, services, and or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
"Bid Offer"	- the form on which the bidder submits their bid
"Bidder"	- any individual, company, or corporation submitting a bid.
"Business Day"	- any day that the Saratoga County Purchasing Department is open to conduct normal business.
"Successful bidder"	- any bidder to whom an award is made by the County.
"Specification"	- a detailed description of materials, supplies, services, and/or equipment.

BIDS

1. The date and time of all bid openings will be given in the Notice to Bidders, the bid cover page, and in the Instructions to Bidders.

2. Saratoga County distributes bidding documents through the Empire State Purchasing Group website (<http://www.empirestatebidssystem.com/>) or through the Saratoga County Purchasing Office. Only those vendors who obtain bidding documents from either the Saratoga County Purchasing Department or from the Empire State Purchasing Group website are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from any other source you are strongly encouraged to obtain a copy from a source mentioned above.

3. All bids received after the deadline, by any delivery method, will be considered late and will be returned unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. The bidder assumes responsibility for having his bid deposited on time at the place specified. The County will not accept facsimile or e-mail bids.

4. All information required by the Instructions to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid. The County reserves the right to reject any incomplete bid.

5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, services or equipment required and a representation that the bidder can furnish the supplies, services, materials, or equipment in complete compliance with the specifications.

6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be indicated in the space provided on the bid forms or additional sheet of paper.

7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. **All signatures must be original signatures. Photocopied, facsimile, printed, stamped, or typewritten signatures will not be accepted.**

8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the County is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. The County of Saratoga is also exempt from Transportation Tax.

9. In all specifications, the words "or equal" are understood after each article giving a manufacturer's name or catalog reference, or on any patented article, unless, for reasons of efficiency and economy, the Board of Supervisors has passed a resolution "standardizing" certain equipment purchases. The decision of the County as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, the bidder must in every instance give the trade designation of the item, manufacturer's name, and detailed specification of the item he proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item as specified.

10. Bids on equipment must be standard new equipment, of latest model, and in current production, unless otherwise specified.

11. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

12. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise the bid for that group may be rejected.

13. All prices quoted must be "per unit" as specified; do not quote "per case" when "per dozen" is requested; otherwise the bid may be rejected.

14. If indicated in the bid documents, all bidders must insert the price per unit and the extensions against each item in their bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

15. Prices shall be net F.O.B. to the requesting Saratoga County department. If the award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

16. All bids must be sealed. Bids may be submitted either in plain or opaque envelopes. All bids must be addressed to the Director of Purchasing. Bid envelopes must be clearly marked with the bid name, the date and time of the bid opening, as indicated on the Notice to Bidders. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. The County will not accept facsimile or e-mail bids.

17. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the County, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the County in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

SAMPLES

18. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless the bid sample is superior, in which case, deliveries must be the same identity and quality as accepted bid sample.

19. The County reserves the right to request a representative sample of the item quoted prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the County may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

20. Samples, when required, must be submitted strictly in accordance with the instructions; otherwise, the bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) business days of the request, or as directed, for the bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at their expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

21. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the County. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

22. Awards will be made to the lowest responsible bidder or by Best Value Methodology, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, services, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

23. The County reserves the right to reject all bids. Also reserved to the County is the right to reject, for cause, any bid in whole or in part and to waive technical defects; qualifications; irregularities; and omissions if in the County's judgement the best interests of the County will be served. Also reserved is the right to reject bids and to purchase items on State or County contract or BOCES or other municipal bids if such items can be obtained at a lower price.

24. The County reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder can prove that their submission has an obvious clerical error or where the enforcement of the bid would impose unconscionable hardship on the bidder.

25. Under NYS General Municipal Law Section (103), subdivision (3), it is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Saratoga County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this bid.

26. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

CONTRACT

27. Each bid will be received with the understanding that the acceptance thereof by the County, approved by the County, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the County. The Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of the bid. Minimum Orders are not acceptable; the Contract will be for all items actually ordered. The Contract shall bind the County on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, unless otherwise specified. Payments will be processed after the receipt of a properly executed Saratoga County voucher and associated invoice from the successful bidder.

28. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the successful bid, will be considered sufficient notice of acceptance of contract.

29. If the successful bidder fails to deliver within the time specified or within a reasonable amount of time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity. Whenever the County seeks legal enforcement of the provisions of said contract, the successful bidder shall be liable for payment of the County's legal costs, including reasonable attorney's fees.

30. The County may cancel the contract in writing with 10 days' notice upon non-performance of the contract.

31. If the successful bidder fails to deliver as ordered, the County reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

32. Cancellation of a contract for any reason may result in the bidder being found as non-responsive/non-responsible and removal of the successful bidder's name from mailing lists for future proposals until such time that the County has determined the bidder has resolved any issues that caused the initial finding.

33. When materials, equipment, services or supplies are rejected, they must be removed by the successful bidder from the premises of the County within five business (5) days of notification. Rejected items left longer than five business (5) days will be regarded as abandoned, and the County shall have the right to dispose of them as its own property.

34. No items are to be shipped or delivered until the successful bidder receives an official order from the County.

35. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation, without the previous written consent of the County.

INSTALLATION OF EQUIPMENT

36. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

37. Equipment, supplies, services and materials shall be stored at the site only on the approval of the County and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

38. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and handle installation work promptly.

39. Bidders shall acquaint themselves with conditions to be found at the project site, or sites, and shall assume all responsibility for placing and installing the equipment in the locations required.

40. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented "as is". Equipment is available for inspection only at the delivery point listed unless otherwise specified.

41. The successful bidder guarantees:

- The products against defective material or workmanship and will repair or replace any damages or marring occasioned in transit.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the successful bidder or its workers are responsible, to the building or equipment, to their own work, or to the work of other successful bidders.
- To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- That all deliveries will be equal to the accepted bid sample.
- That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County.
- Any merchandise provided under the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the County.

DELIVERY

42. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear in the Instructions or Specification, it will be interpreted to mean prompt delivery (not to exceed 30 calendar days). The decision of the County as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.

43. The County will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the County shall govern.

44. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

45. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving department will note for the benefit of successful bidder when packages are not received in good condition.

46. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the County. The successful bidder will be required to furnish proof of delivery in every instance.

47. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

48. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number

Purchase Order Number

Name of Article

Item Number

Quantity

Name of the successful bidder

Cartons shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

49. Payment for the used portion of an inferior delivery will be made by the County on an adjusted price basis.

50. Payment will be made only after correct presentation of packing slips, invoices and a properly executed Saratoga County Voucher are provided to the requesting department by the successful bidder.

51. Payments of any claim shall not preclude the County from making claim for adjustment on any item found not to have been in accordance with the general conditions and specifications.

SAVE HARMLESS

52. Successful bidders shall protect, indemnify, defend and save the County harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of the successful bidder's company, its officers, employees and agents, including but not limited to claims brought by third parties, employees of the County or employees of the company.

NONDISCRIMINATION CLAUSE

53. The bidder agrees that it will not discriminate against any employee, applicant for employment or student because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or other non-merit factors. Such action shall be taken with reference to, but not be limited to employment practices and provision of services under any contract with the County of Saratoga.

TITLE VI NONDISCRIMINATION STATEMENT

54. The County of Saratoga, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4, and Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act) hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertised bid, that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The entire County of Saratoga Title VI Plan can be viewed by going to the Saratoga County website (www.saratogacountyny.gov).

55. All questions regarding this bid should be directed to the Saratoga County Purchasing Department at (518) 885-2210.

56. By submitting a bid you are indicating that you have read and will abide by these General Conditions.

SPECIFICATION 20-PWPSR-46R
Pavement Service Rates

The County of Saratoga is soliciting bids for service rates for various pieces of equipment and/or manpower. Work will be related to highway paving operations to be performed anywhere within the County of Saratoga.

Awards will be made based on this bid for each specific project. Companies will be required to submit a proposal using the rate as submitted in this bid for specific projects in need of repair as requested by the County. Proposals shall be submitted to the County within 15 days of request by the County. Work should start within 15 days after review of the proposal and notification to the Company with the lowest total cost for equipment and/or manpower necessary.

Compaction of material to be according to industry standards.

Equipment With Operator:

All maintenance and associated costs, including changing of oils, filters, cutting edges, etc. shall be the responsibility of the contractor.

Insurance coverage shall be the responsibility of the contractor.

All vehicle damage caused by the operator shall be the responsibility of the contractor.

Down time for preventative maintenance work shall not be charged to the County and shall be performed "after hours".

Any damage resulting from the transporting of contractor equipment by County haulers at the request of the contractor shall be the responsibility of the contractor.

All time that is lost due to repair shall not be charged to the County. If repairs are not completed after two (2) days, equipment of similar capabilities must be provided as a replacement.

The use of Saratoga County operating supplies (i.e. fuel, grease, lubricants, etc.) on a replacement basis is not acceptable and will not be permitted. This is the responsibility of the contractor.

REFERENCE SHEET
***** (BID RESPONSE FORM) *****

Specification 20-PWPSR-46R - Pavement Service Rates

All bidders must complete this form providing three (3) references of past performance. References should involve projects and or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of this bid and/or contract.

BIDDER'S NAME: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

PROPOSAL
***** (BID RESPONSE FORM) *****

_____ agrees to furnish Equipment and/or Manpower for Paving Operations,
 (firm name)

to the Saratoga County Public Works Department, as called for in specification 20-PWPSR-46R.

EQUIPMENT:

TYPE	DESCRIPTION	DAILY RATE	WEEKLY RATE
------	-------------	------------	-------------

Paving:

Paver (10' screed)	_____	\$ _____	\$ _____
Widener	_____	\$ _____	\$ _____
Miards (rumble strip miller)	_____	\$ _____	\$ _____
Cold Planer	_____	\$ _____	\$ _____
Skid Steer	_____	\$ _____	\$ _____
Tack Coat Distrib. Truck	_____	\$ _____	\$ _____
Tack Coat Wagon Trailer Mounted	_____	\$ _____	\$ _____
	_____	\$ _____	\$ _____

Rollers:

10-12 Ton	_____	\$ _____	\$ _____
8-10 Ton	_____	\$ _____	\$ _____
2-5 Ton	_____	\$ _____	\$ _____
Rubber Tire	_____	\$ _____	\$ _____
5-8 Ton (static)	_____	\$ _____	\$ _____
Dirt Roller	_____	\$ _____	\$ _____
	_____	\$ _____	\$ _____

Miscellaneous:

Water Truck	_____	\$ _____	\$ _____
Vacuum Truck	_____	\$ _____	\$ _____
Paving Van / Box Trailer	_____	\$ _____	\$ _____
Broom Tractor	_____	\$ _____	\$ _____
Loader	_____	\$ _____	\$ _____
Grader	_____	\$ _____	\$ _____
Portable Pugmill	_____	\$ _____	\$ _____
Foreman's Truck	_____	\$ _____	\$ _____
Tri-Axle Trailer	_____	\$ _____	\$ _____
Portable Work Zone Light System	_____	\$ _____	\$ _____

MOBILIZATION (delivery & pick-up):

<u>EQUIPMENT TYPE</u>	<u>TOTAL COST DELIVERY & PICK-UP EACH PIECE OF EQUIPMENT</u>
Paver	\$ _____
Roller	\$ _____
Widener	\$ _____
Miards	\$ _____
Broom Tractor	\$ _____
Cold Planer	\$ _____
Skid Steer	\$ _____
Loader	\$ _____
Grader	\$ _____
Pug Mill	\$ _____

Saratoga County, through its Purchasing Department, reserves the right to reject parts of any or all bids.

DATE _____	COMPANY _____
SIGNATURE _____	ADDRESS _____
NAME & TITLE _____	_____
TELEPHONE _____	FAX _____
	EMAIL _____

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by _____, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. Saratoga County must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.

Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this _____ day of _____.

SIGNATURE _____

NAME & TITLE _____

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the County of Saratoga from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER’S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20__.

STATE OF)
) ss.:
 COUNTY OF)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this ____
day of _____, 20__.

Notary Public

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____
_____.

Dated: _____, 20__.

STATE OF _____)
COUNTY OF _____) ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this _____
day of _____, 20__.

Notary Public

VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name _____

Address _____

Business Type (Sole Proprietorship, Corporation, LLC, etc.) _____

Is your business a Disadvantaged Business Enterprise (DBE)? **Yes** **No**

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? **Yes** **No**

Does your business have a small business status? **Yes** **No**

Any other business status, please provide information: _____

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the County before? **Yes** **No**

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9

Form. FEIN # : _____

How did you discover this Bid opportunity? _____

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? **Yes** **No**

If Yes, do you find it useful (explain) or if No, why? _____

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



JOHN T. WARMT
Director

SARATOGA COUNTY PURCHASING DEPARTMENT

Central Stores ~ Central Printing ~ Central Mail
50 WEST HIGH STREET * BALLSTON SPA, NY 12020

Telephone: (518) 885-2210

Fax: (518) 885-2220

MEMORANDUM

TO: Chad Cooke, Public Works
FROM: John Warmt, Purchasing *JW*
DATE: January 11, 2022
RE: Pavement Service Rates - 20-PWPSR-46R.

All vendors have agreed to extend their prices for Pavement Service Rates, as per bid specification 20-PWPSR-46R.

The extended contract period will run from February 1, 2022 through January 31, 2023.

cc: M. Dunn - Kubricky Construction Corp.
J. Russo - Evolution Construction Services ✓
K. Wilson - Gorman Bros.
R. Longo - Empire Paving of Schenectady
D. Swartwout - New Castle Paving
C. Schall, County Auditor

INSTRUCTIONS TO BIDDERS

1. By these specifications, 20-PWPSR-46R, it is the intent of Saratoga County, through its Purchasing Department, to secure a bid for Pavement Service Rates. Sealed bids will be received until 11:00 a.m. Thursday, January 23, 2020 at which time bids will be publicly opened and readaloud.
2. Bids must be addressed to the Saratoga County Purchasing Department, 50 West High Street, Ballston Spa, NY 12020 and must be in a sealed envelope plainly marked - BID FOR PAVEMENT SERVICE RATES.
3. The contract period is for one (1) year beginning February 1, 2020 through January 31, 2021, with an option for two (2), one (1) year extensions upon written agreement of both parties.
4. Bidder must be an established business enterprise and must satisfactorily prove to the Commissioner of Public Works, upon request, that he has adequate facilities to perform all requirements in the event of any award.
5. No contract resulting from this bid shall, either in whole or in part, be assigned, transferred, conveyed, sublet, or otherwise disposed of to any other person, company, or corporation, unless prior approval is obtained, in writing, from the County of Saratoga.
6. The contractor must comply with Section 220 of the labor law as it pertains to the payment of the minimum prevailing wage rates for Saratoga County. The contractor must also comply with all other federal, State, and local laws and regulations applicable to this type of work.
7. This Agreement shall be void and of no affect unless through the term of this Agreement CONTRACTOR, in compliance with the provisions of the Worker's Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law.
8. Insurance requirements are attached. Signed Indemnity and Insurance Agreement and a **copy of your Certificate of Insurance must be returned with bid.**
9. Bidders must be aware that all political subdivisions, and districts located in the State of New York, may be entitled to make purchases of materials, or supplies from the resulting bid award. It is understood that the extension of such award is at the discretion of the vendor and the vendor is only bound to any contract between the vendor and Saratoga County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Saratoga County, specifically and expressly disclaims any and all liability for defective performance, breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Saratoga County bid.
10. Purchases by Saratoga County are not subject to any sales or federal excise taxes. Saratoga County is also exempt from the Transportation Tax.
11. **ALL BIDS MUST BE SUBMITTED ON THE BID FORMS OBTAINED FROM THE SARATOGA COUNTY PURCHASING DEPARTMENT OR THE EMPIRE STATE PURCHASING GROUP. Bids submitted on another form or revised bid document may be considered non-responsive and may be rejected.**
12. Bidders must sign and submit, to the Purchasing Department, a Non-Collusive Bidding Certificate and a Certificate of Compliance with the Iranian Divestment Act (attached). **ORIGINAL SIGNATURES, NO PHOTOCOPIES ACCEPTED.**

20-PWPSR-46R

Awarded to all Bidders on Project-to-Project Basis Contract Period: 2/1/2020 - 1/31/2021

EVOLUTION CONSTRUCTION SERVICES

EVOLUTION CONSTRUCTION SERVICES		KUBRICKY CONSTRUCTION CORP		Empire Paving of Schenectady Inc.		New Castle Paving, LLC	
Jeffrey Russo - (518) 441-9719 jeff@evolutionexcavating.com		Michael Dunn - (518) 792-5864 MDunn@kdcollins.com		Richard Longo - (518) 356-1119 Rick@empirepaving.net		Dale Swartwout - (518) 275- DSwartwout@newcastlepavi	
PAVING	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE
Paver (10' Sreced)	\$1,250.00	\$5,250.00	CAT API055E	\$1,450.00	\$7,250.00	Roadies RP195	\$2,400.00
Widener	\$1,025.00	\$5,125.00	Blaw-Knox 195D	\$1,200.00	\$6,000.00		CAT 1055F
(tumble strip miller)	no bid	no bid	Wirtgen W600	\$1,500.00	\$7,250.00		BLAW-KNOX
Cold Planer	\$2,800.00	\$12,750.00	Wirtgen W220	\$2,850.00	\$14,250.00	CAT PM200	WIRTOGEN W220
Skid Steer	\$475.00	\$2,375.00	CAT 289C	\$375.00	\$2,875.00	CAT 259D	CAT 262C
Tack Coat Distrib. Truck	\$1,450.00	\$7,250.00	2,000 gal	\$1,450.00	\$7,250.00	Elyne Centennial	ETNYRE 2000 Gal.
Tack Coat Wagon Trailer	\$125.00	\$625.00	Leebay 250T	\$150.00	\$750.00		Various
Mounted			Paver (8" Sreced)	\$1,230.00	\$6,150.00		Paver (8" Sreced) CAT
Cold Planer	\$1,800.00	\$7,500.00	CAT AP600				SSSE
ROLLERS							
10-12 Ton	\$645.00	\$3,225.00	CAT CB-64	\$550.00	\$2,750.00	CAT CB54	CAT CB54 XW
8-10 Ton	\$500.00	\$2,500.00	CAT CB54XW	\$450.00	\$2,250.00	HAMM HD110	CAT CB44
2-5 Ton	\$250.00	\$1,250.00	CAT CB34	\$250.00	\$1,250.00	CAT CB24	CAT CB22
Rubber Tire	no bid	no bid		no bid	no bid		
5-8 Ton (single)	no bid	no bid	IR DD-50	\$500.00	\$2,500.00		CAT CB54 XW
Dirt Roller	\$275.00	\$1,375.00	Dynapac	\$300.00	\$1,500.00		HAMM 3412
MISCELLANEOUS							
Water Truck	\$225.00	\$1,125.00	2,500 gal.	\$250.00	\$1,250.00		2000 Gal.
Vacuum Truck	\$650.00	\$4,250.00	Pickup Sweeper w/Operator	\$1,400.00	\$7,000.00		Vacuum Sweeper
Paving Van / Box Trailer	\$90.00	\$450.00	Box Van	\$91.00	\$455.00		Box Van
Broom Tractor	\$250.00	\$1,250.00	New Holland	\$200.00	\$1,000.00	CAT 908	New Holland
Loader	\$400.00	\$2,000.00	CAT 936	\$400.00	\$2,000.00	CAT 930	CAT 930K
Grader	no bid	no bid	CAT 140G	\$520.00	\$2,600.00	CAT 120M	CAT 160M
Portable Pughill	no bid	no bid		no bid	no bid		
Foreman's Truck	\$90.00	\$450.00	3/4 Ton Pickup	\$80.00	\$400.00	F350	3/4 Ton Pickup
Tri-Axle Trailer	\$800.00	\$4,000.00	Tri Axle Dump Truck	\$800.00	\$4,000.00		Per Light Plant
Portable Work Zone Light System	no bid	no bid	Price per Light Plant Req'd	\$35.00	\$175.00		

BID AWARD RECAP - PAVEMENT SERVICE RATES - 20-PWFSR-46R

Awarded to all Bidders on Project-to-Project Basis Contract Period: 2/1/2020 - 1/31/2021

PAVING	EVOLUTION CONSTRUCTION SERVICES Jeffrey Russo - (518) 441-9719 jeff@evolutionexcavating.com		KUBRUCKY CONSTRUCTION CORP Michael Dunn - (518) 792-5864 MDunn@kdcollins.com		Empire Paving of Schenectady Inc. Richard Longo - (518) 356-1119 Rick@empirepaving.net		New Castle Paving, LLC Dale Swartwout - (518) 275-0226 Dswartwout@newcastlepaving.com		GORMAN BROS., INC. Kevin L. Nichols - (518) 462-5401 kwnichols@gormanroads.com				
	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE			
Praver (10' Street)	\$1,250.00	\$6,250.00	CAT AP105SE	\$1,250.00	\$6,250.00	Roadtec RP195	\$2,400.00	CAT 1055F	\$1,200.00	\$6,000.00	CAT AP1055E	\$2,900.00	\$14,500.00
Widener	\$1,025.00	\$5,125.00	Blow-Knox 195D	\$1,200.00	\$6,000.00	Blow-Knox 195D	no bid	BLAW-KNOX	\$1,200.00	\$6,000.00	no bid	no bid	no bid
Widener (tumble strip miller)	no bid	no bid	Wirtgen W600	\$1,500.00	\$7,500.00	Wirtgen W600	no bid	WIRTGEN W210	no bid	no bid	no bid	no bid	no bid
Cold Phase	\$2,800.00	\$12,750.00	Wirtgen W720	\$2,850.00	\$14,250.00	CAT PA280	\$3,500.00	WIRTGEN W210	\$2,500.00	\$12,500.00	Roadtec R2900	\$3,900.00	\$29,500.00
Skid Steer	\$475.00	\$2,375.00	CAT 289C	\$575.00	\$2,875.00	CAT 290D	\$950.00	CAT 260C	\$500.00	\$2,500.00	Cat: 1845C	\$900.00	\$4,500.00
Track Cost Disch. Truck	\$1,450.00	\$7,250.00	Elysee E2000	\$1,450.00	\$7,250.00	Elysee Centennial	\$1,200.00	BTNYRE 2000 Gal.	\$1,250.00	\$6,250.00	MACK RD688S	\$4,900.00	\$24,500.00
Track Cost Wagon Trailer Mounted	\$125.00	\$625.00	Marathon 250 Gal.	\$150.00	\$750.00	Lesboy 250T	no bid	Various	\$200.00	\$1,000.00	no bid	no bid	no bid
Cold Paner	\$1,800.00	\$7,500.00	Praver (8' Street)	\$1,200.00	\$6,150.00	Praver (8' Street)	\$1,200.00	Praver (8' Street)/CAT 55E	\$1,100.00	\$5,500.00	no bid	no bid	no bid
ROLLERS	DAILY RATE	WEEKLY RATE	CAT AP600	DAILY RATE	WEEKLY RATE	CAT AP600	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE
10-12 Ton	\$645.00	\$3,225.00	CAT CB-64	\$550.00	\$2,750.00	CAT CB54	\$1,400.00	CAT CB54 XV	\$600.00	\$3,000.00	Hamm HD-120VY	\$1,800.00	\$9,000.00
8-10 Ton	\$500.00	\$2,500.00	CAT CB42XW	\$450.00	\$2,250.00	HAMM HD110	\$1,400.00	CAT CB44	\$800.00	\$2,400.00	Hamm HD-110	\$1,800.00	\$9,000.00
2-5 Ton	\$250.00	\$1,250.00	CAT CB14	\$250.00	\$1,250.00	CAT CB24	\$600.00	CAT CB22	\$280.00	\$1,400.00	Bonag BW100AD	\$1,200.00	\$6,000.00
Rubber Tire	no bid	no bid	IR DD-90	\$500.00	\$2,500.00	no bid	no bid	CAT CB54 XW	no bid	no bid	Hamm GRW18	\$1,800.00	\$9,000.00
5-8 Ton (tandem)	no bid	no bid	Dympr	\$300.00	\$1,500.00	no bid	no bid	HAMM 3412	\$350.00	\$1,750.00	no bid	no bid	no bid
DIR READER	\$275.00	\$1,375.00	DynaPac 66"	\$275.00	\$1,375.00	no bid	no bid	no bid	no bid	no bid	Hamm 3412	\$1,800.00	\$9,000.00
MISCELLANEOUS	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE	DAILY RATE
Water Truck	\$225.00	\$1,125.00	F750 2000 Gal.	\$250.00	\$1,250.00	2000 Gal.	no bid	2000 Gal.	\$250.00	\$1,250.00	Peter Scull	\$1,500.00	\$7,500.00
Vacuum Truck	\$850.00	\$4,250.00	Mobile Sweeper	\$1,400.00	\$7,000.00	Pickup Sweeper w/Operator	no bid	Vacuum Sweeper	\$560.00	\$4,280.00	no bid	no bid	no bid
Paving Van / Box Trailer	\$900.00	\$4,500.00	Box Van	\$91.00	\$455.00	Box Van	no bid	Box Van	\$200.00	\$1,000.00	Cirta Dura 721172JH	\$400.00	\$2,000.00
Broom Tractor	\$250.00	\$1,250.00	New Holland	\$200.00	\$1,000.00	CAT 908	\$600.00	New Holland	\$225.00	\$1,125.00	M.H. 53MH	\$400.00	\$2,000.00
Loader	\$400.00	\$2,000.00	CAT 938	\$400.00	\$2,000.00	CAT 930	\$1,400.00	CAT 938K	\$350.00	\$1,750.00	Doosan DL200-3	\$1,200.00	\$6,000.00
Grader	no bid	no bid	CAT H0G	\$320.00	\$2,600.00	CAT 120M	\$1,400.00	CAT 160M	\$750.00	\$3,750.00	Champion 790A	\$2,000.00	\$10,000.00
Portable Pymill	no bid	no bid	3/4 Ton Pickup	\$40.00	\$400.00	F350	\$308.00	3/4 Ton Pickup	\$100.00	\$500.00	Midland 16000	\$1,600.00	\$12,500.00
Foreman's Truck	\$900.00	\$4,500.00	Tri-Axle Dump Truck	\$800.00	\$4,000.00	Tri-Axle Dump Truck	\$800.00	Tri-Axle Dump Truck	\$800.00	\$4,000.00	Dodge Ram 3500	\$250.00	\$1,250.00
Portable Work Zone Light System	no bid	no bid	Price per Light Plus Rec'd	\$35.00	\$175.00	Price per Light Plus Rec'd	no bid	Price per Light Plus Rec'd	\$50.00	\$250.00	no bid	no bid	no bid

FILE

Resolution No. _____ of 2022, a resolution to extend a professional services contract with Barton & Loguidice for engineering and consulting services for drainage remediation on Bruno Road.

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

WHEREAS, by Resolution No. 47 of 2019, the Town Board approved a professional engineering services agreement with Barton & Loguidice to assist with permit application and design services for flood remediation solutions at Plank, Nadler, and Bruno Road, and

WHEREAS, by Resolution No. 39 of 2021, the Town Board determined that the Bruno Road portion of the project would be a Type II project under SEQRA, a negative declaration was issued, and a permit subsequently issued from the Army Corp of Engineers, and

WHEREAS, the Highway Superintendent, Dahn Bull, has asked for authorization to extend the existing professional services contract with Barton & Loguidice for consulting services associated with the Army Corp Permit, as well as design and bid documents for the project; now, therefore, be it

RESOLVED, that Superintendent Bull is authorized to execute Amendment #1 to the professional services contract with Barton & Loguidice, in an amount not to exceed \$15,035 to be paid from A-8540-135 (General Fund – Drainage Repairs - Engineering).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, February 22, 2022 11:41 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 03-28-2022
Attachments: 62151214c67d7-Plank Nadler and bruno Road Culvert replacements_Supplement No. 1.pdf

An item has been submitted to the Resolution Request form for review.

Department: **Highway Department**
Your email: **dbull@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): **D. Bull**

Requested Meeting Date: **03-28-2022**

Brief Description: **This is an extension/amendment of the Agreement made with Barton and LoGuidice regarding the culvert projects at Plank, Nadler and Bruno Road. Bruno Road's project was separated from the original project due to impediments created by State agencies stalling the permitting process.**

This resolution will assist in compensation of previously completed work as well as continue our agreement with Barton and LoGuidice to see us through to the bidding process and permitting for the Bruno Road Culvert project.

Budget #: **A-8540-135**
Budget Description: **Plank/Nadler/Bruno Engineering Line**
\$ Amount: **\$15,035.00**

Additional Comments/Details: **The Town Board Previously passed Resolution 39 of 2022, declaring the Bruno Road Culvert project a Type II action which has assisted us in being granted a permit for the culvert replacement.**

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

**AMENDMENT NUMBER 1 (“Amendment”)
TO THE
AGREEMENT DATED MARCH 25, 2019 (“Agreement”)
BETWEEN
TOWN OF CLIFTON PARK (“Owner”)
AND
BARTON & LOGUIDICE, D.P.C. (“Engineer”)
FOR
PROFESSIONAL SERVICES FOR BRUNO ROAD, PLANK
ROAD, AND NADLER ROAD CULVERT REPLACEMENT
 (“Project”)**

The above referenced Agreement between Owner and Engineer is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Engineer, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Engineer is hereby modified as described in Attachment One.


2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Fifteen thousand thirty-five dollars (\$15,035.00), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Engineer for this Project.
- B. Owner’s method of payment to Engineer shall be as set forth in the Agreement referenced above.

3. Total Agreement

- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Engineer for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER:	Town of Clifton Park	ENGINEER:	Barton & Loguidice, D.P.C.
By:	_____	By:	
Title:	_____	Title:	Thomas C. Baird
			Associate
Date		Date	
Signed:	_____	Signed:	2/14/2022

**NOTE: Address for Giving Notices:
Barton & Loguidice, Attn: President, 443 Electronics Parkway, Liverpool, NY 13088**

**Attachment One - Scope of Services for Amendment Number 1
Bruno Road, Plank Road, and Nadler Road Culvert Replacements**

EXECUTIVE SUMMARY

Bruno Road, Plank Road and Nadler Road Culvert Replacements **SUPPLEMENTAL AGREEMENT #1**

Town of Clifton Park
Saratoga County, New York

This project provides for the replacement of culverts located on Bruno Road, Plank Road, and Nadler Road within the Town of Clifton Park. This work includes temporary work zone traffic control detour routing, pavement and shoulder reconstruction, culvert replacement, signing and pavement striping improvements, and other related work.

Additional tasks have been undertaken to complete the project including:

- New York State Historic Preservation Office (SHPO) coordination efforts in accordance with the Section 106 of the National Historic Preservation Act. As a result of the Section 106 Project Submittal Package (PSP) to SHPO it was recommended by SHPO that additional cultural resources research and investigation was warranted on Bruno Road unless substantial prior ground disturbance could be documented. Additional coordination efforts were conducted with the Town to document the previous ground disturbance efforts along Bruno Road and to present the findings to SHPO. Two (2) additional submission packages were created and provided to SHPO to document the previous substantial ground disturbance.
- Continuation of the project permitting process with the US Army Corps. of Engineers and NYS Department of Environmental Conservation, on the Plank Road and Nadler Road project sites, while the additional SHPO coordination efforts occurred for Bruno Road. At the completion of the additional SHPO coordination efforts, B&L developed an additional Joint Application for Permit (JAP) in order to obtain permits for the Bruno Road culvert site. At the time of the second JAP creation, the permits for Plank Road and Nadler Road culverts were already obtained and could not be added to the first JAP.
- Construction specification coordination, correspondence, and review efforts along with additional work related to combination of the Plank Road and Nadler Road construction documents with the Clifton Park Water Authority's Plank Road Directional Drilling construction documents. B&L met with the Clifton Park Water Authority's design consultant and coordinated the combination of the culvert and waterline improvement specifications into one overall bid document. B&L conducted multiple coordination efforts over a 12-month period to combine the two contract specifications.
- Highway work permit development and coordination with NYSDOT, the contractor, and the Town

The work included in this supplement documents those tasks previously completed and provide the remaining funds for the completion of the part-time construction inspection and construction administration services for Plank Road and Nadler Road. An additional Supplemental Agreement will be provided to the Town for the completion of the construction bid documents, bidding, and administration services for the Bruno Road culvert.

The provisions of the original project agreement remain in effect except as modified herein under this Supplemental Agreement No. 1.

Barton & Loguidice, D.P.C.

SUPPLEMENT NO. 1
 BRUNO ROAD, PLANK ROAD, AND NADLER ROAD CULVERT REPLACEMENTS
 Town of Clifton Park

Staffing Table

TITLE	DATA COLLECTION & PRELIMINARY DESIGN				BIDDING	CONSTRUCTION SUPPORT	HOURS	BILLING RATE	TOTAL AMOUNT
	DESIGN	FINAL DESIGN							
VICE PRESIDENT	0	0	0	0	0	0	0	\$ 218.00	\$ -
ASSOCIATE	0	9.5	0	0	0	0	9.5	\$ 215.00	\$ 2,042.50
SENIOR MANAGING ENGINEER	0	0	0	0	0	0	0	\$ 169.00	\$ -
MANAGING ENVIRONMENTAL SCIENTIST	0	8	0	0	0	0	8	\$ 165.00	\$ 1,320.00
MANAGING ENGINEER	0	55	0	0	0	11	66	\$ 140.00	\$ 9,240.00
SENIOR PROJECT ENGINEER	0	3	0	0	0	0	3	\$ 130.00	\$ 390.00
ENGINEER II	0	3	0	0	0	0	3	\$ 105.00	\$ 315.00
ENGINEER I	0	11	0	0	0	0	11	\$ 98.00	\$ 1,078.00
ENVIRONMENTAL SCIENTIST II	0	4	0	0	0	0	4	\$ 62.00	\$ 248.00
PRINCIPAL ENGINEERING TECHNICIAN	0	0	0	0	0	0	0	\$ 109.00	\$ -
SENIOR GROUP TECHNICAL ASSISTANT	0	6	0	0	0	0	6	\$ 64.00	\$ 384.00
	0	99.5	0	0	0	11	110.5		\$ 15,017.50

FEE	\$0	\$13,478	\$0	\$1,540	\$15,018
SURVEY AND MAPPING (Sub Consultant)	\$0	\$0	\$0	\$0	\$0
EXPENSES	\$0	\$17	\$0	\$0	\$17
TOTAL PROJECT COST BY PHASE	\$0	\$13,495	\$0	\$1,540	\$15,035
				TOTAL	

Supervisor Barrett explained the action fund will be a way to take redeemable bottles and cans to collect money to invest back into community organizations. He recommends only considering applications from community organizations not individuals, however, an organization could submit on behalf of an individual. He said bottles and cans can be brought to either the collection site at the Transfer Station or the redemption center on Vischer Ferry Road.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

Resolution No. 47 of 2019, a resolution authorizing the Supervisor to sign and execute an engineering contract with Barton & Loguidice, D.P.C. for professional engineering and design services for a culvert replacement project under portions of Plank, Nadler and Bruno Roads, and authorize a transfer from unassigned fund balance.

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

WHEREAS, Highways Superintendent Dahn Bull has requested authority to determine the feasibility of repairing or replacing culvert pipes under portions of Plank, Nadler and Bruno Roads, and

WHEREAS, work in these areas may require permits from outside regulatory agencies including the Army Corps of Engineering and DEC, and

WHEREAS, the Town Board has been made aware by the Highway Department that the culvert pipes within the project area are in need of repair, and

WHEREAS, the Town Highways Superintendent has received and recommends the Town Board consider advancing a scope of services from professional design and engineering services bid packet preparation, and construction inspection services from Barton & Loguidice, D.P.C., to develop detailed design drawings, facilitate necessary permitting and bid specifications and construction inspection services with the aforementioned project; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to execute a professional engineering services agreement with Barton & Loguidice, D.P.C. for the engineering design and stormwater permitting of a plan to rehabilitate and replace culverts under portions of Plank, Nadler and Bruno Roads, and be it further

RESOLVED, that the total compensation for services and reimbursable expenses for Barton & Loguidice, D.P.C. shall not exceed \$47,253 for said services without additional Town Board written authorization and approval; and be it further

RESOLVED, that said amount shall be paid from account A-8540-135 (Drainage Repairs-Engineering), with a transfer from unassigned fund balance.

Supervisor Barrett explained this has been looked at over the years and the need for drainage improvement is being "stymied" by the fact the streams are consider certified trout streams and are protected.

Highway Superintendent Bull said at this time the town is allowed to do minor excavations at the inlets and outlets but overall these are undersized for the location. Wetlands on either side of the three culverts are protected by DEC and Army Corps of Engineers, and making it more complicated, major utility, water, sewer, power and gas run thru the locations. The first step is to

have a plan constructed that DEC is happy with. Mr. Bull stated these are class TC3 streams and protection regulations are much higher so we have to be very careful.

Supervisor Barrett said DEC and ACOE have been on the site on multiple occasions with no definitive resolution. The town has hired legal counsel to try to move the process along to eventually obtain a permit to allow additional work other than just being able to clear sediment from areas surrounding opening of pipes which is very short term solution. He commented the town had no idea it would be this difficult to get permission to protect town infrastructure and roadways.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

PUBLIC PRIVILEGE

No one wished to be heard.

MOTION BY Councilwoman Walowit, seconded by Councilman Whalen , adjourn the meeting to the next regular meeting or any other meeting necessary for the conduct of Town business.

Motion carried at 7:46 p.m.

Patricia O'Donnell
Town Clerk