

TOWN OF CLIFTON PARK TOWN BOARD MEETING

April 4, 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**
 - **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
April 4, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Parks & Recreation	Authorize the retention of Project Adventure for professional services for repairs and upgrades to the Adventure Challenge course according to health and safety standards	A. Standaert
2. Parks & Recreation	Issue an alcohol permit to Sarah Strouse for a gathering at Collins Park on June 26, 2022	P. Barrett
3. Parks & Recreation	Authorize the hiring of 2022 Lifeguards and Pool staff for the Town pools	A. Standaert/ L. Walowit
4. Supervisor	Authorize the Supervisor to sign a contract with the Saratoga County Sheriff's Department for law enforcement services	P. Barrett
5. Supervisor	Authorize the Supervisor to enter into an agreement with Paintcare for paint recycling	P. Barrett
6. Buildings & Grounds	Authorize Madsen Overhead Doors to replace lower panels and openers on transfer station garage doors	P. Barrett
7. Buildings & Grounds	Authorize the adjustment of the seasonal rates of pay and hiring additional seasonal workers	P. Barrett
8. Buildings & Grounds	Declare certain items as surplus equipment and authorize that they be offered for sale at an online auction	P. Barrett
9. Town Board	Authorize the purchase of brine spraying equipment from Turbo Technologies, Inc. for winter trail maintenance	A. Standaert
10. IT Committee	Authorize the procurement of large screen monitors for the Board Room, conference rooms, Planning and Building Departments to improve viewing/markup of electronic records during plan reviews and board meetings	A. Standaert/ A. Flood

- | | | |
|------------------------|---|---------------------------|
| 11. IT Committee | Authorize the Supervisor to sign an agreement with ABS Solutions for the purchase of 6 laptops from State Contract PM20820 for the Town Board | A. Standaert/
A. Flood |
| 12. Supervisor | Authorize the Supervisor to sign a Memorandum of Agreement with CSEA Highway Unit for the renewal of the existing Collective Bargaining Agreement | P. Barrett |
| 13. GREEN
Committee | Authorize an increase in budget and expenditures for the purchase of rainwater collectors and composting buckets | A. Standaert |
| 14. Supervisor | Authorize the extension of tent permits | P. Barrett |
| 15. Supervisor | Authorize the acceptance of sewer easements in the Waite Meadows Subdivision along NYS Route 146 from Woodhaven Land Partners LLC | P. Barrett |

Resolution No. _____ of 2022, a resolution authorizing repairs to the Adventure challenge course at Collins Park.

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

WHEREAS, The Town's Adventure challenge course offers a unique aerial obstacle course consisting of tree climbing, ziplines, swing ropes and related challenges for summer recreation at Collins Park, and

WHEREAS, Project Adventure, Beverly, Massachusetts offers proprietary design, testing, and inspection services to ensure compliance with industry standards for safety and reliability of challenge course elements throughout the Northeast, and has performed safety testing on behalf of the Town for compliance with industry standards, and

WHEREAS, Project Adventure completed the most recent safety inspection of the course in the fall of 2021, which demonstrated needed repairs and upgrades to several of the existing course elements, and

WHEREAS, Project Adventure has submitted a quote for the repairs necessary for the course elements, in the amount of \$12,035.98, for the planning, design, engineering and implementation of repairs necessary to bring the course up to date for the new season, and

WHEREAS, Myla Kramer, Director of Parks, Recreation and Community Affairs recommends that the Board retain Project Adventure to complete the repairs to the course that have been identified by recent inspections, per the submitted quote; now therefore, be it

RESOLVED, that the Supervisor is authorized to accept the quote of Project Adventure for the design, engineering and implementation of repairs and upgrades to the Town's Adventure Challenge Course, and be it further,

RESOLVED, that Supervisor Barrett is authorized to execute documents attached for the professional services done by Project Adventure, Boston, Massachusetts, and be it further

RESOLVED, that the Comptroller is authorized to transfer \$12,036 from Contingency to A-7621-200 (General Fund – Project Adventure – Equipment).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 8, 2022 12:14 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: ~~03-14-2022~~ 4-4-2022
Attachments: 62278eca5781b-2021 Repairs Following Inspection Town of Clifton Park alk 10-4-21.xlsm.pdf; 62278eca57cf4-2021 Inspection Report Town of Clifton Park ap 7-27-21.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.): A. Standaert

Requested Meeting Date: ~~03-14-2022~~ *reschedule* 4-4-2022

Brief Description: A resolution authorizing repairs at the Adventure Challenge course, located in Collins Park, to be performed by Project Adventure, 719 Cabot Street, Beverly, MA and to authorize the transfer of funds to A-7621-044 in the amount of \$12,035.98.

Budget #: A-7621-044
Budget Description: Adventure Challenge - Equipt/Supplies
\$ Amount: 12,035.98

Additional Comments/Details: *** budgeted amount is based on 2021 price quote. Should receive 2022 prices this week.

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Meg Springli

From: Myla Kramer <MKramer@cliftonpark.org>
Sent: Tuesday, March 8, 2022 3:53 PM
To: Mark Heggen; Meg Springli
Cc: Jean, Spiegel; Amy Standaert
Subject: RE: Resolution Request for TB Meeting: 03-14-2022

High Five broke off of Project Adventure so they are 2 different companies. We stopped using High Five for inspection and repairs because they became difficult to work with, saying that we had to have a particular training schedule utilizing only their courses and refused to inspect unless we paid for those. Getting a second quote will be difficult because High Five will want to first do their own inspection to come up with a list of repairs. Our window of time is short if we want the repairs and have the 2022 inspection in time to open our camps. Let me know if its necessary and I will reach out to High Five.

Regards,
Myla

Myla E. Kramer, M.S.W., Director
Office of Parks, Recreation and Community Affairs
518-371-6667 www.cliftonpark.org

From: Mark Heggen <mheggen@cliftonpark.org>
Sent: Tuesday, March 8, 2022 3:03 PM
To: Meg Springli <mspringli@cliftonpark.org>; Myla Kramer <MKramer@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Amy Standaert <AStandaert@cliftonpark.org>
Subject: RE: Resolution Request for TB Meeting: 03-14-2022

Myla,

Is Project Adventure, also High 5 Adventure? Is it possible to get 2 different quotes? I see that the last couple of years, Project Adventure has been doing it, but back in 2019 High 5 Adventure was doing the inspection and installation of new elements.

Mark

Mark E. Heggen, CPA
Town Comptroller
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Telephone – 518-371-6651
Fax – 518-371-1136

mheggen@cliftonpark.org

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 8, 2022 12:14 PM
To: Meg Springli <mspringli@cliftonpark.org>



Project Adventure

978.524.4500
www.pa.org

Town of Clifton Park
525 Moe Rd
Collins Park
Clifton Park, NY 12065
Larry Rorrick / Myla Kramer
518-371-6667
plsrorick@aol.com

2021 Repairs Following Inspection
October 4, 2021

Challenge Course Elements and Related Estimated Expenses

Challenge Course Repairs *

Element	Description of Repair		
Catwalk	Replace staples as needed. *see below		
	Replace belay anchor system		
Centipede	Complete rebuild in the same location. Includes replacement of staples as needed. *see below		
Dangle Trio	Replace belay anchor rapid links		
Jeebie Lunge	Replace staples as needed. *see below		
Pamper Plank	Replace trapeze bar support ropes. Replace belay anchor rapid link		
	Replace platform *see below		
Zip Wire	Add -10 staples for access Complete rebuild of element as gravity brake *see below		
Rappell from Platform	Remove element		
		Total	\$950.00

High Outdoor Elements

Qty	Element Name	Notes	Unit Price	Extended Price
1	Platform	pamper plank	\$620.00	\$620.00
2	Staple Climb	on tree; Catwalk, Jeebie Lunge	\$295.00	\$590.00
1	Zip Wire		\$2,565.00	\$2,565.00
1	Centipede		\$2,000.00	\$2,000.00
			Total	\$5,775.00



Project Adventure

978.524.4500

www.pa.org

Planning, Design and Administrative Services Expenses *

\$580.00

Circumstances such as requested design changes, requested drawings or schematics, engineering, required permits or unforeseen circumstances during installation may require additional Planning and Design efforts and additional costs. This amount may be adjusted on the final invoice. You will be required to approve any changes that will require additional costs.

Travel Expenses

\$2,278.50

Every effort will be made to keep expenses within this budget; however, circumstances may require additional travel expenses including, but not limited to delay on the part of the client to confirm dates in a timely manner. Travel expenses may be adjusted on the final invoice.

***Total Cost \$12,035.98**

***Total cost includes all labor, materials and job related expenses**

Challenge Course Installation Summary of Work

Challenge Course Repairs	\$6,725.00
Prevailing Wage Labor Adjustment	\$2,452.48
Planning, Design and Administrative Expenses	\$580.00
Travel Expenses	\$2,278.50

Total Cost \$12,035.98



Project Adventure *Advancing Active Learning*

P 800.468.8898

www.pa.org

Massachusetts Campus: 719 Cabot Street, Beverly, MA 01915 • P 978.524.4500 • F 978.524.4501

A Non-Profit Organization. Project Adventure is an equal opportunity employer.

Challenge Course Inspection Report

Town of Clifton Park

525 Moe Road Collins Park
Clifton Park, NY 12065

Inspection Date: 7/27/2021

Inspected by: Austin Paulson

Site Contact(s)

Larry Rorick	518-371-6667	plsrorick@aol.com
Myla Kramer	518-371-6667	MKramer@cliftonpark.org

Course History

Previously inspected on: 7/22/2020

Previously inspected by: Austin Paulson

The Town of Clifton challenge course is a traditional high and low course built in trees that has been constructed over 35 years with involvement by Project Adventure, High Five, and town staff. The course has been maintained for the last 15 years (?) by High Five. The 2020 and 2021 inspections have been completed by Project Adventure.

Course Comments

The course exhibits a mixture of older building standards/styles and newer repairs and replacements. The mature trees (mixed hard and softwood) have begun to grow around the original bolts and other critical attachments and many elements will need repair and replacement in the next 1-2 years. Older elements that are not in use should be removed to limit access and liability. Many elements on this course are rapidly approaching their usable life span. The new challenge course coordinator should strongly consider attending a Practitioner Certification Course and the Challenge Course Managers Training. During these training, internal inspections, program documentation, and staff training and supervision are addressed. These courses also highlight the need for a written (and revisable) Local Operating Procedures Manual for staff training and liability mitigating efforts.

Course Equipment Comments

Equipment is well stored in clean, dry area. Use logs were evident but not in current use. No pre-use course inspection log was found during the inspection or reported by contact.

Element Grading Guide

- 1** A grade of 1 indicates an element which is in **very good condition**. It meets current Project Adventure course inspection standards.
 - 2** A grade of 2 indicates an element which is in **satisfactory condition** and can be safely used. Comments should be read closely as they may include suggested upgrades and modifications, or recommended minor repairs.
 - 3** A grade of 3 indicates an element which is in **unsatisfactory condition** and **should not be used** until recommended modifications or repairs are completed.
 - 4** A grade of 4 indicates an element which is in **poor condition** and **should not be used**. Major repairs, rebuilding or relocation of the element is required.
- NI** This grade indicates that the element was **not inspected**.

Outdoor Tree Course

Area Type: Pole and Tree

Installation Company:
Project Adventure, Inc.

Original Installation Date:
Unknown

Area Comments: This is a wide and diverse (hard and softwood) treed area supplemented with poles in some occasions. The course represents 30 years of evolving instillation techniques and differing levels of repairs and replacements. Continued maintenance on this course should be expected on a regular basis moving forward. The course is located on public land and is very accessible to the general public. Great care should be taken to limit access to low and high elements, additional signage should be added to dissuading the public from accessing elements. During the inspection, it was apparent that picnic tables were used to access the Dangle Duo activity. These tables should be moved to a different location or anchored so they may not be moved.

Catwalk

Inspection Grade: 2 - satisfactory condition; safe to use

Comments: This activity has difficult access for inspectors and staff. Recommend replacement of staples (approx. 20) and install them closer together. Belay anchor system shows moderate rusting and needs to be replaced before the next season or the element will not pass. Catwalk log/telephone pole has worn its way into one of the support trees. This connection should be monitored.

Centipede

Inspection Grade: 2 - satisfactory condition; safe to use

Comments: Wood 4x4s showing signs of wear and should be monitored. This activity should be considered for replacement in 1-2 years. Preservative should be considered to increase lifespan of wood projects. Access staples will need to be replaced for increased instructor/inspector access (25 staples).

Dangle Trio

Inspection Grade: 2 - satisfactory condition; safe to use

Comments: This activity is constructed with 2x6 lumber, sistered together. Continue to monitor cable clamp and wood interaction for wear or splitting. Belay anchor rapid link is moderately rusting and needs to be replaced in before next season.

Jeebie Lunge

Inspection Grade: 2 - satisfactory condition; safe to use

Comments: Difficult access to this activity. Recommend replacing new staples (approx. 20) in the tree that adjoins the Dangle Trio to improve instructor emergency access. Minor rusting on Belay anchor rapid link.

Multiswing

Inspection Grade: 2 - satisfactory condition; safe to use

Comments: This activity shows normal signs of wear. It is located under the Catwalk.

Pamper Plank with adjustable target

Inspection Grade: 3 - unsatisfactory condition; should not be used; minor repairs

Comments: Previous years inspection notes include - "Replace trapeze bar support ropes before next summer season. Belay anchor rapid link shows moderate rust and should be replaced in 1 year. Belay and support bolts are beginning to grow into the trees and should be monitored for replacement in 2 years." This time has come and gone and the element will be unsafe to use for the 2022 summer season without these repairs.

Pamper Pole with fixed target

Inspection Grade: 3 - unsatisfactory condition; should not be used; minor repairs

Comments: This element platform (platform without decking used as balance exercise and leap) is not safe to use. The platform should be modified or replaced. See other Pamper activity comments regarding belay bolts.

Rappel from Platform

Inspection Grade: 3 - unsatisfactory condition; should not be used; minor repairs

Comments: This is a roll out rappel accessed by a rope ladder. The ladder is broken and shows additional signs of wear. This ladder should be replaced before the activity is used. Large support tree has been struck by lightning and shows signs of deterioration 4 feet above belay cable attachment. It is recommended that this activity be removed and replaced before use.

Seagull Swing

Inspection Grade: 2 - satisfactory condition; safe to use

Comments: This is a double swing to separate platforms. Structurally, all physical components are in normal condition. The activity uses swing ropes with attached prusiks clipped to the participants harness. It appears that the participant is still required to hold their weight throughout the majority of the swing and that the prusiks are only useful for the highest arc of the swing rather than the entire swing path. Project Adventure has discontinued the use of Seagull Swings of this nature.

Ships Passing in the Night

Inspection Grade: 2 - satisfactory condition; safe to use

Comments: This activity shows normal wear.

Swing Shot -- Perpendicular

Inspection Grade: 2 - satisfactory condition; safe to use

Comments: This activity shows signs of normal wear. Access beginning to become difficult. New staples should be added in 1-2 years.

Zip Wire

Inspection Grade: 2 - satisfactory condition; safe to use

Comments: These comments are a carryover from the 2020 course inspection. This activity also needs access staples (10) on bottom end of the activity to facilitate inspection and emergency access. Access LEAP anchors are growing into the tree and will need to be replaced or an additional haul cord added before the 2022 season. Zip Brake Block is showing signs of wear and should be monitored until replacement before next summer season. If possible, at that time it is recommended to rebuild the Zip Wire as a gravity brake, eliminating the needs for brake block. Zip path ground cover needs to be cleared.

Equipment Grading Guide

- 1 A grade of 1 indicates equipment which is in **very good condition**. It meets current Project Adventure course inspection standards.
 - 2 A grade of 2 indicates equipment which is in **satisfactory condition** and can be safely used. Comments should be read closely as some minor repairs or maintenance may be recommended.
 - 3 A grade of 3 indicates equipment which is in **unsatisfactory condition** and **should not be used** until recommended modifications or repairs are completed.
 - 4 A grade of 4 indicates equipment which is in **poor condition** and **should not be used**. This equipment should be retired.
- NI This grade indicates that the equipment was **not inspected**.

Belay Devices

ATC

Manufacturer: Black Diamond

Quantity: 3

Inspection Grade: 2 - satisfactory condition

Pyramid Belay Device

Manufacturer: Trango

Quantity: 1

Inspection Grade: 2 - satisfactory condition

Belay Ropes

10mm static rope

Manufacturer: ABC

Quantity: 21

Color: black

Inspection Grade: 2 - satisfactory condition

11mm dynamic rope

Manufacturer: New England Ropes

Quantity: 1

Color: light blue, white

Inspection Grade: 2 - satisfactory condition

11mm dynamic rope

Quantity: 3

Color: green

Inspection Grade: 2 - satisfactory condition

Manufacturer: New England Ropes

11mm dynamic rope

Quantity: 2

Color: light blue, white

Inspection Grade: 2 - satisfactory condition

Manufacturer: New England Ropes

11mm dynamic rope

Quantity: 1

Color: rust, yellow, orange

Inspection Grade: 2 - satisfactory condition

Manufacturer: New England Ropes

11mm static rope

Quantity: 1

Color: orange

Inspection Grade: 2 - satisfactory condition

Manufacturer: Other

11mm static rope

Quantity: 1

Color: black

Inspection Grade: 2 - satisfactory condition

Manufacturer: New England Ropes

9mm dynamic rope

Quantity: 16

Color: blue, green/yellow

Inspection Grade: 2 - satisfactory condition

Manufacturer:

Carabiners

Auto-Lock HMS Aluminum Carabiner

Manufacturer: Omega

Quantity: 4

Inspection Grade: 2 - satisfactory condition

Jake Screw-Lok HMS Aluminum Carabiner

Manufacturer: Omega

Quantity: 18

Inspection Grade: 2 - satisfactory condition

Screw-Lock HMS Aluminum Carabiner

Manufacturer: Hugh Banner

Quantity: 3

Inspection Grade: 2 - satisfactory condition

Steel Auto-Lock D-Shaped Carabiner

Manufacturer: Omega

Quantity: 17

Inspection Grade: 2 - satisfactory condition

Steel Auto-Lock Oval Carabiner

Manufacturer: Omega

Quantity: 2

Inspection Grade: 2 - satisfactory condition

Harnesses

Universal Harness

Manufacturer: Headwall

Quantity: 5

Color: blue

Inspection Grade: 1 - very good condition

Universal Harness

Quantity: 4 **Color:** green
Inspection Grade: 2 - satisfactory condition

Manufacturer: Headwall

Universal Harness

Quantity: 5 **Color:** green
Inspection Grade: 1 - very good condition

Manufacturer: Headwall

Universal Harness

Quantity: 5 **Color:** blue
Inspection Grade: 2 - satisfactory condition

Manufacturer: Headwall

Universal Harness

Quantity: 13 **Color:** blue
Inspection Grade: 2 - satisfactory condition

Manufacturer: Headwall

Universal Harness

Quantity: 1 **Color:** dark blue
Inspection Grade: 1 - very good condition

Manufacturer: Headwall

Universal Harness

Quantity: 5 **Color:** green
Inspection Grade: 2 - satisfactory condition

Manufacturer: Headwall

Universal Harness

Quantity: 10 **Color:** green
Inspection Grade: 2 - satisfactory condition

Manufacturer: Headwall

Universal Harness

Quantity: 4 **Color:** blue
Inspection Grade: 2 - satisfactory condition

Manufacturer: Headwall

Universal Harness

Quantity: 6 **Color:** green
Inspection Grade: 2 - satisfactory condition

Manufacturer: Headwall

Universal Harness

Quantity: 4 **Color:** green
Inspection Grade: 2 - satisfactory condition

Manufacturer: Headwall

Helmets

Ecrin ROC Helmet

Quantity: 2
Inspection Grade: 2 - satisfactory condition

Manufacturer: Petzl

Comments: From the inspectors observation these helmets appear fine. However, they are 11 years old. Plastic helmets have an approximate life span of 5-10 years according to many manufacturers' recommendations. This should be taken into consideration and you should consider replacement soon.

Panga

Quantity: 1
Inspection Grade: 1 - very good condition

Manufacturer: Petzl

Vertex Vent

Manufacturer: Petzl

Quantity: 1

Inspection Grade: 2 - satisfactory condition

Miscellaneous

Snap Shackle (Swing Shot Release)

Manufacturer: Other

Quantity: 1

Inspection Grade: 2 - satisfactory condition

Spliced Lanyard

Manufacturer: Other

Quantity: 2

Inspection Grade: 2 - satisfactory condition

Zip Bungee

Manufacturer: Other

Quantity: 1

Color: black

Inspection Grade: 2 - satisfactory condition

Zorber with Spliced Adjustable Lanyards

Manufacturer: Other

Quantity: 1

Inspection Grade: 2 - satisfactory condition

Comments: Zorber connected to spliced Lobster Claws. This equipment is approaching the maximum life span of ten years. It should be replaced prior to the next annual inspection.

Zorber with Spliced Adjustable Lanyards

Manufacturer: Other

Quantity: 1

Inspection Grade: 2 - satisfactory condition

Project Adventure Contact Information

If you have questions about the information in this report, please contact:

Project Adventure, Inc.
719 Cabot Street
Beverly, MA 01915
(978) 524-4500

Disclaimer

This inspection of your challenge course and equipment is intended to be used in conjunction with the course manager's on-going monitoring of the condition of the course. Weather, unauthorized use, changing tree conditions, and vandalism are some of the things which can affect the safety of your course between course inspections. Project Adventure, Inc. can accept no responsibility for changes in the elements or for repairs or other modifications made by persons other than Project Adventure employees. Further, we can assume no responsibility for injuries to participants using the elements. It is the responsibility of each program site to insure that elements are properly used under the direct supervision of properly trained staff. Program sites are also responsible for being fully insured.

This inspection report is limited to the apparent condition of the equipment and elements only. Verification that all equipment and each element are being properly used is beyond the scope of this course inspection. Project Adventure, Inc. has a program accreditation service available which is designed to assess program design and staff competencies, and to help ensure that your program is being operated in compliance with current recommended standards of safety.

Pulleys

K-2 Zip Pulley (3/8")

Manufacturer: Project Adventure

Quantity: 1

Inspection Grade: 2 - satisfactory condition

Rescue Kit

Rescue Kit

Manufacturer: Other

Quantity: 1

Inspection Grade: 2 - satisfactory condition

Comments: Project Adventure recommends that a rescue kit contain the following items: 120' of 7/16" static rope, 5 steel screwgate carabiners, 1 Figure 8 descender, 1 HB sheriff or other belay device, 3 tied Spectra prusik slings, 1 pair of utility scissors, 1 pair of leather gloves and 1 SAFER lanyard or other load limiting lanyard.

Meg Springli

From: Mark Heggen <mheggen@cliftonpark.org>
Sent: Tuesday, March 8, 2022 3:03 PM
To: Meg Springli; Myla Kramer
Cc: Jean, Spiegel; Amy Standaert
Subject: RE: Resolution Request for TB Meeting: 03-14-2022

Myla,

Is Project Adventure, also High 5 Adventure? Is it possible to get 2 different quotes? I see that the last couple of years, Project Adventure has been doing it, but back in 2019 High 5 Adventure was doing the inspection and installation of new elements.

Mark

Mark E. Heggen, CPA
Town Comptroller
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Telephone – 518-371-6651
Fax – 518-371-1136

mheggen@cliftonpark.org

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 8, 2022 12:14 PM
To: Meg Springli <mspringli@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 03-14-2022

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.): A. Standaert

Requested Meeting Date: 03-14-2022

Brief Description: A resolution authorizing repairs at the Adventure Challenge course, located in Collins Park, to be performed by Project Adventure, 719 Cabot Street, Beverly, MA and to authorize the transfer of funds to A-7621-044 in the amount of \$12,035.98.

Budget #: A-7621-044
Budget Description: Adventure Challenge - Equipt/Supplies
\$ Amount: 12,035.98

Additional Comments/Details:
prices this week.

***** budgeted amount is based on 2021 price quote. Should receive 2022**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Project Adventure

978.524.4500
www.pa.org

Town of Clifton Park
525 Moe Rd
Collins Park
Clifton Park, NY 12065
Larry Rorrick / Myla Kramer
518-371-6667
plsrorick@aol.com

2022 Repairs Following 2021 Inspection
March 9, 2022

Challenge Course Elements and Related Estimated Expenses

Challenge Course Repairs *

Element	Description of Repair
Catwalk	Replace staples as needed. *see below
Centipede	Replace belay anchor system Complete rebuild in the same location. Includes replacement of staples as needed. *see below
Dangle Trio	Replace belay anchor rapid links
Jeebie Lunge	Replace staples as needed. *see below
Pamper Plank	Replace trapeze bar support ropes. Replace belay anchor rapid link Replace platform *see below
Zip Wire	Evaluate operation of Zip Wire and gravity / bungee braking system. Make adjustment as needed. Complete rebuild of Zip Wire if adjustment / repairs are not possible. *see below Replace brake block and bungee if appropriate
Rappel from Platform	Add -10 staples for access Remove element

High Outdoor Elements

Qty	Element Name	Notes
1	Platform	pamper plank
2	Staple Climb	on tree; Catwalk, Jeebie Lunge
1	Zip Wire	
1	Centipede	



Project Adventure

978.524.4500

www.pa.org

Planning, Design and Administrative Services Expenses *

- * Circumstances such as requested design changes, requested drawings or schematics, engineering, required permits or unforeseen circumstances during installation may require additional Planning and Design efforts and additional costs. This amount may be adjusted on the final invoice. You will be required to approve any changes that will require additional costs.

Travel Expenses

- * Every effort will be made to keep expenses within this budget; however, circumstances may require additional travel expenses including, but not limited to delay on the part of the client to confirm dates in a timely manner. Travel expenses may be adjusted on the final invoice.

***Total Cost \$14,113.32**

***Total cost includes all labor, materials and job related expenses**

Meg Springli

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Tuesday, March 29, 2022 4:16 PM
To: Meg Springli
Subject: FW: Estimate Needed

Further backup for project Adventure repair resolution

From: Myla Kramer <MKramer@cliftonpark.org>
Sent: Tuesday, March 29, 2022 3:46 PM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: FW: Estimate Needed

FYI

Regards,
Myla

Myla E. Kramer, M.S.W., Director
Office of Parks, Recreation and Community Affairs
518-371-6667 www.cliftonpark.org

From: Myla Kramer
Sent: Friday, March 25, 2022 8:10 AM
To: High 5 Orders <orders@high5adventure.org>
Subject: RE: Estimate Needed

Hi Jamie. We would like the work to be completed by end of May so that we can get our inspection before our season starts. Would that fit in your schedule?

We are looking for a quote. Thanks.

Regards,
Myla

Myla E. Kramer, M.S.W., Director
Office of Parks, Recreation and Community Affairs
518-371-6667 www.cliftonpark.org

From: High 5 Orders <orders@high5adventure.org>
Sent: Thursday, March 24, 2022 3:57 PM
To: Myla Kramer <MKramer@cliftonpark.org>
Subject: Re: Estimate Needed

Thank you,

Are you looking for a competitive bid or just an estimate to put in a quota? When would this work need to be done by? If you need a competitive bid, can we get your last inspection report so we can see the full scope of the work? Our spring and summer schedule is very full and we can try to get you something soon. Thanks

Jamie

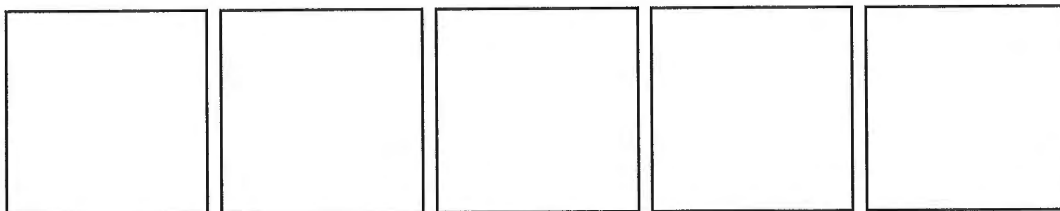
Catalog & Orders Department

High 5 Adventure Learning Center

Office - (802) 254-8718 ext. 112

Fax - (802) 251-7203

www.high5adventure.org



Rebuilding After COVID - Our NEW online Professional Development course to help educators re-engage students in learning.

On Thu, Mar 24, 2022 at 11:45 AM Myla Kramer <MKramer@cliftonpark.org> wrote:

Please see attached. Nolan Yowell will be taking Project Adventure's Advanced Skills and Standards this spring/early summer.

Regards,

Myla

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

Office of Parks, Recreation and Community Affairs

518-371-6667

www.cliftonpark.org

From: High 5 Orders <orders@high5adventure.org>

Sent: Thursday, March 24, 2022 11:28 AM

To: Myla Kramer <MKramer@cliftonpark.org>

Subject: Re: Estimate Needed

Hello Myla,

I am happy to do this for you, but we will need some other information before this happens. Could you please send us a staff training summary to prove your staff is getting trained by a Professional Vendor Member of ACCT? Once we have this information we will work on your estimate. Thank you.

Jamie

Catalog & Orders Department

High 5 Adventure Learning Center

Office - (802) 254-8718 ext. 112

Fax - (802) 251-7203

www.high5adventure.org



Rebuilding After COVID - Our NEW online Professional Development course to help educators re-engage students in learning.

On Mon, Mar 21, 2022 at 11:38 AM Myla Kramer <MKramer@cliftonpark.org> wrote:

Good morning. Could I have an estimate for the following repairs at our adventure course? Estimate should include travel.

Thank you.

Challenge Course Repairs

Catwalk	Replace staples as needed, Replace belay anchor system
Centipede	Complete rebuild in the same location. Includes replacement of staples as needed.
Dangle Trio	Replace belay anchor rapid links
Jeebie Lunge	Replace staples as needed.
Pamper Plank	Replace trapeze bar support ropes, Replace belay anchor rapid link, Replace platform
Zip Wire	Evaluate operation of Zip Wire and gravity / bungee braking system. Make adjustment as needed. Complete rebuild of Zip Wire if adjustment / repairs are not possible. Replace brake block and bungee if appropriate. Add -10 staples for access

Rappel from Platform Remove element

Regards,

Myla

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

Office of Parks, Recreation and Community Affairs

Town of Clifton Park

1 Town Hall Plaza

Town of Clifton Park, NY 12065

518-371-6667

www.cliftonpark.org

A Great Place to Live, Work and Play!

Capital Region Parks and Recreation Association, Executive Board President 2006-2012, Past President 2012-2014

New York State Recreation and Park Society, Executive Board Member 2006-2010

Resolution No. _____ of 2022, a resolution issuing a permit to serve alcoholic beverages per the attached Special Alcohol Use Permit application.

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

WHEREAS, the following applicant has submitted a Special Alcohol Use Permit Request to the Office of Parks, Recreation and Community Affairs, to be allowed to serve alcohol in the form of beer and wine for a gathering on the following date with locations as listed on the applications:

Sarah Strouse, 85 Appletree Lane, CP, June 26, 2022, 11:00AM-5:00PM

; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Special Alcohol Use Permit Request submitted by Sarah Strouse for a gathering as indicated.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 22, 2022 9:45 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Parks & Rec
Attachments: 6239d2ec3f15f-Strouse Alcohol Permit.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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: 04-04-2022

Brief Description: A resolution permitting Sarah Strouse, 85 Appletree Lane, Clifton Park to serve alcohol during a gathering at Collins Park on June 26, 2022 from 11:00am to 5:00pm.

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER 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

2022 Special Alcohol Use Permit Request (Please attach to Facility Permit Application)

Name of Organization: _____

Contact Person: Sarah Strouse

Address: 85 Appletree Lane Clifton Park NY 12065

Phone (home): 518 280-6535 (work) 518 785 1341 (cell) 518 877 0853

Email: sstrouse⁷²⁹@gmail.com

Location, Date and Time of Event: June 26, 2022 - 11:00 - 5:00
Collins Park Pavilion

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: Sarah Strouse

Date: 3/14/2022

For Office Use Only:

Date on Town Board Agenda: 4/4/22

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, New York 12065 • (518) 371-6667 • Fax: (518) 383-5088

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

2022 OUTDOOR FACILITY PERMIT APPLICATION

General Information

Name of Organization: _____ Today's Date: March 14, 2022

Contact Person: Sarah Strouse

Address: 85 Appletree Lane City: Clifton Park

Phone (home): 518 280 6535 (work) 518 785 1341 (cell) 518 877 0853

Email: sstrouse 729 @ gmail. com

Field and Pavilion Requested

<u>Town of Clifton Park Facility Rental</u> (See other side for facility description)		
Collins Park Field _____	Veterans Park Field 1 _____	Locust Lane Pool Tent _____
Collins Park Pavilion <u>X</u>	Veterans Park Field 2 _____	Other: _____
	Veterans Park Field 3 _____	
	Veterans Park Pavilion _____	

Date Requested: 6/26/2022 Time: 11 to 5 # of Participants: ~100

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: Sarah Strouse (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 Sarah Strouse (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 6/26/2022 (DATE).

SIGNED: Sarah Strouse
Applicant for Permit

APPROVED: [Signature]
Parks & Recreation Office

Date: 3/14/2022

RENTAL FEE SCHEDULE:

Payment **MUST** be received with rental form within one month from booking a facility

For Fields and Pavilions:

- | | | |
|--|----------------------------|--------------------------|
| 1. Town Residents/Not-for Profit/Day Care/K-12 schools | Mon-Thurs \$12.00 per hour | Fri-Sun \$15.00 per hour |
| Business Organizations & Colleges | Mon-Thurs \$17.00 per hour | Fri-Sun \$20.00 per hour |

2. Additional Fees

- | | |
|---|-------------------------------|
| Lighted field | \$25.00 per game |
| Security, trash removal, miscellaneous (minimum of 3 hours) | \$25.00 per hour, per service |

3. Field Closure - The Town of Clifton Park reserves the right to close any field due to poor field conditions. Groups, organizations, or individuals failing to honor any field closure are subject to a revoking of their field permit and removal from the premises. *It is the responsibility of the field user(s) to know the status of any given field. For field closure information, call our office.*

4. **Locust Lane Pool Tent**

Locust Lane Pool Tent (noon-3:30pm or 4pm-7:30pm)

- | | |
|---|---|
| Mon-Thurs \$55.00 per time frame | Fri-Sun \$65.00 per time frame |
| Additional charge for non-member guests | \$5.00 per non-member (Must be paid day of party at pool) |

Facility Descriptions

Collins Park : Located on Moe Road and Route 146. Softball field, pavilion, picnic area and playground (softball field can be rented separately). There are 6 tables and 4 grills at the pavilion.

Veterans Memorial Park at Elks Trail: Located on MacElroy Road. This facility provides 3 softball fields and a pavilion with tables and grills. Beautiful wetlands located behind ballpark. Fields and Pavilion to be rented individually.

Locust Lane Pool Tent: Located in the Clifton Knolls development on Locust Lane. Pool tent area is available for rent for social gatherings. There are 6 tables located under the tent for use with rental.

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>

As stated above, NYS guidelines must be met, which include but not limited to: following current protocols for maximum number of attendees for 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.

Sarah Strouse
Permit Applicant Signature

3/14/2022
Date

TOWN OF CLIFTON PARK - PARK RULES

All Parks Open at 5:30 a.m. and close at 10 p.m.

**No person may drink, consume or possess alcoholic beverages in any town park or in any park within a park district or in any other lands or property owned by the town. If any person in your group is caught with an alcohol beverage, they will be fined and your permit will be taken away.

INITIAL SS

Trail bikes and ATV's are prohibited.

INITIAL SS

Bikes are to be ridden only on bike paths, absolutely no riding on basketball or tennis courts.

INITIAL SS

Leash law is in effect.

INITIAL SS

Bands and stereo equipment (except radios) are prohibited in park areas.

INITIAL SS

Use of golf clubs on park land is prohibited, with the exception of Barney Road Golf Course.

INITIAL SS

**Please pick up after yourself. 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 INITIAL SS

Thank you for your cooperation and enjoy your day!

For Office Use Only

Field Rental		
Pavilion Rental	<u>6 x 15 hrs.</u>	<u>90.00</u>
Field Lights		
Security		
Trash Removal		
Other	<u>alcohol</u>	<u>25.00</u>
Total Charges Due:		<u>115.00</u>

Date Paid:	<u>3/14/22</u>
Amount Paid:	<u>115.00</u>
Payment Type:	<u>CC# 8315</u>
Permit Given:	
Staff Initials:	<u>SS</u>

Resolution No. _____ of 2022, a resolution hiring seasonal staff for the 2022 Summer Season for Barney Road, Country Knolls and Locust Lane Pools.

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

WHEREAS, the Town Board wishes to hire staff to maintain a safe environment at the town pools, as well as assist in the management of those pools and programs at Barney Road, Country Knolls and Locust Lane Pools, and

WHEREAS, Councilwomen Standaert and Walowit have recommended that the attached lists of individuals on Schedule A be hired for the 2022 Summer Season effective immediately as indicated; now, therefore be it

RESOLVED, that the individuals attached shall be hired as pool staff for the Barney Road, Locust Lane and Country Knolls Pools for the 2022 season, to be paid at the rates as attached.

SCHEDULE A

Returning Lifeguards:

First	Last	Address	City/State	Pool	Title	2022 Step	Rate
Isabel	Adams	206 Scotchbush Rd	Burnt Hills, NY 12027	Barney Road	Lifeguard	2	\$13.50
Jonathan	Eisnor	30 Addison Way	Rexford, NY 12148	Barney Road	Lifeguard	3	\$13.75
Norah	Eisnor	30 Addison Way	Rexford, NY 12148	Barney Road	Lifeguard	3	\$13.75
Elizabeth	Erno	4 Cherry Hill Ct	Clifton Park, NY 12065	Barney Road	Lifeguard	4	\$14.00
Rhys	Foulke	24 Fairhill Rd	Clifton Park, NY 12065	Barney Road	Lifeguard	2	\$13.50
Michael	Gutchell	55 Orchardview Drive	Halfmoon, NY 12065	Barney Road	Lifeguard	2	\$13.50
Sophia	McCoy	8 Robin Hill Rd	Mechanicville, NY 12118	Barney Road	Lifeguard	2	\$13.50
John	McQuade	10 Par Del Rio	Clifton Park, NY 12065	Barney Road	Head Lifeguard	5	\$14.95
Sean	Michalek	42 Jamison Dr	Clifton Park, NY 12065	Barney Road	Lifeguard	2	\$13.50
Brian	Miller	31 Park Plaza	Halfmoon, NY 12065	Barney Road	Lifeguard	2	\$13.50
Lauren	Pendergast	8 Nottingham Way North	Clifton Park, NY 12065	Barney Road	Lifeguard	4	\$14.00
Ethan	Rogowski	4 Brigantine Drive	Waterford, NY 12188	Barney Road	Lifeguard	2	\$13.50
Abigail	Schlegel	6 Sage Court	Ballston Lake, NY 12019	Barney Road	Lifeguard	2	\$13.50
Xavier	Silaika	39 Addison Way	Rexford, NY 12148	Barney Road	Lifeguard	3	\$13.75
Ella	Simpson	54 Lake Rd	Ballston Lake, NY 12019	Barney Road	Lifeguard	2	\$13.50
Mary	Sinnot	7 Parkway Circle	Ballston Lake, NY 12019	Barney Road	Lifeguard	2	\$13.50
Ella	Van Heusen	8 Morningsdale Court	Ballston Lake, NY 12019	Barney Road	Lifeguard	2	\$13.50
Delanna	Alford	2705 New Scotland Rd	Voorheesville, NY 12186	Locust Lane	Lifeguard	2	\$13.50
Jaden	Homan	22 Fairhill Rd	Clifton Park, NY 12065	Locust Lane	Lifeguard	2	\$13.50
Rachael	Hughes-Robillaro	52 Sterling Heights Drive	Clifton Park, NY 12065	Locust Lane	Lifeguard	3	\$13.75
Gracie	LaFleche	9 Locust Lane	Clifton Park, NY 12065	Locust Lane	Head Lifeguard	4	\$14.70
Gabriela	Llera	11 Wildwood Court	Clifton Park, NY 12065	Locust Lane	Lifeguard	3	\$13.75
Demetra	Mouzakes	6 Kline Court	Clifton Park, NY 12065	Locust Lane	Lifeguard	3	\$13.75
Conor	Ozimek	10 Tracey Court	Clifton Park, NY 12065	Locust Lane	Lifeguard	2	\$13.50
Carlie	Pazderski	42 Oregon Trail	Waterford, NY 12188	Locust Lane	Lifeguard	2	\$13.50
Taylor	Pazderski	42 Oregon Trail	Waterford, NY 12188	Locust Lane	Lifeguard	2	\$13.50
Thomas	Rizzo	8 Hazeltine Lane	Clifton Park, NY 12065	Locust Lane	Lifeguard	2	\$13.50
Tyler	Rossi	12 Locust Lane	Clifton Park, NY 12065	Locust Lane	Lifeguard	3	\$13.75
Sophie	Silaika	39 Addison Way	Rexford, NY 12148	Locust Lane	Lifeguard	2	\$13.50
Bryan	Spence	4 Midland Court	Clifton Park, NY 12065	Locust Lane	Lifeguard	4	\$14.00
Alison	Sposili	48 Jamison Drive	Clifton Park, NY 12065	Locust Lane	Lifeguard	3	\$13.75
Lauren	Sposili	48 Jamison Drive	Clifton Park, NY 12065	Locust Lane	Head Lifeguard	6	\$15.20
Catherine	Wang	21 Stablegate Drive	Clifton Park, NY 12065	Locust Lane	Lifeguard	2	\$13.50
James	Altenburger	16 Muirfield Lane	Clifton Park, NY 12065	Country Knolls	Head Lifeguard	6	\$15.20

Sara	Casale	3 Tamian Pass	Ballston Lake, NY 12019	Country Knolls	Lifeguard	5	\$14.25
Scott	Dochat	22 Hearthside Dr	Ballston Lake, NY 12019	Country Knolls	Lifeguard	4	\$14.00
Colin	Fitzgerald	8 Sun Valley Ln	Clifton Park, NY 12065	Country Knolls	Lifeguard	4	\$14.00
Samantha	Killian	52 Outlook Dr South	Mechanicville, NY 12118	Country Knolls	Lifeguard	4	\$14.00
Gloria	Kokkinides	12 Oxford Park	Ballston Lake, NY 12019	Country Knolls	Lifeguard	4	\$14.00
Nicholas	Pascual	13 Pinehurst Dr	Clifton Park, NY 12065	Country Knolls	Lifeguard	3	\$13.75
Eric	Scott	8 Hilltop Hollow Drive	Ballston Lake, NY 12019	Country Knolls	Lifeguard	6	\$14.50
Mia	Scott	8 Hilltop Hollow Drive	Ballston Lake, NY 12019	Country Knolls	Lifeguard	4	\$14.00
Amanda	Tsakaloyannis	24 Fairview Lane	Mechanicville, NY 12118	Country Knolls	Lifeguard	2	\$13.50
Emery	Van Heusen	8 Morningdale Ct.	Ballston Lake, NY 12019	Country Knolls	Lifeguard	2	\$13.50

Pool Managers:

Brian	Czerpak	19 Deer Run	Gansevoort, NY 12831	Country Knolls	Pool Manager	12	\$28.25
Bruce	Sutphin	5 Granada Drive	Clifton Park, NY 12065	Barney Rd/Locust Lane	Pool Manager	11	\$27.75

Lifeguard Instructor:

James	Altenburger	16 Muirfield Lane	Clifton Park, NY 12065	Country Knolls	Lifeguard Instructor	2	\$23.25
-------	-------------	-------------------	------------------------	----------------	----------------------	---	---------

Swim Lesson Director:

Alyssa	DiFabio	117 Harris Road	Waterford, NY 12188	A-7310-E4575	Swim Lesson Director	2	\$4096/season
--------	---------	-----------------	---------------------	--------------	----------------------	---	---------------

New Lifeguards:

Nasser	Habeeb	5 Horizon Dr.	Mechanicville, NY 12118	TBD	Lifeguard	1	\$13.50
Daniel	Killian	52 Outlook Dr. South	Mechanicville, NY 12118	TBD	Lifeguard	1	\$13.50
Delaney	Michels	10 Terrace Court	Ballston Lake, NY 12019	TBD	Lifeguard	1	\$13.50
Samantha	Sands	8 Meridian Lane	Ballston Lake, NY 12019	TBD	Lifeguard	1	\$13.50
Matthew	Upton	42 Longwood Dr	Clifton Park, NY 12065	TBD	Lifeguard	1	\$13.50
Gavin	Hook	24 Shelbourne Drive	Halfmoon, NY 12065	TBD	Lifeguard	1	\$13.50
Jacob	DiRenzo	17 Belott Drive	Clifton Park, NY 12065	TBD	Lifeguard	1	\$13.50
Matthew	Selfridge	7 Hidden Crest Court	Clifton Park, NY 12065	TBD	Lifeguard	1	\$13.50
Katherine	Schioth	88 Avenue of the Oaks	Clifton Park, NY 12065	TBD	Lifeguard	1	\$13.50
Dominic	Libassi	13 Grissom Drive	Clifton Park, NY 12065	TBD	Lifeguard	1	\$13.50
Grace	Anderson	40 Wallflower Dr.	Rexford, NY 12148	TBD	Lifeguard	1	\$13.50
Cooper	Simmons	31 Outlook Drive South	Halfmoon, NY 12065	TBD	Lifeguard	1	\$13.50

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 29, 2022 3:33 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Parks, Recreation & Community Affairs
Attachments: 62435ef9e212b-2022 Hires - April 4 2022.xlsx

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

Department: **Parks, Recreation & Community Affairs**
Your email: **astandaert@cliftonpark.org**

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

Requested Meeting Date: **04-04-2022**

Brief Description: **a resolution hiring pool staff for the 2022 pool season**

Budget #: **A-7150-E4690; SP5-7151-E4690; A-7152-E4690; A-7310-E4575**

Budget Description: **Barney Road Pool; Country Knolls Pool; Locust Lane Pool; Learn to Swim**

\$ Amount:

Additional Comments/Details: **Hiring spreadsheet is attached. Questions regarding hires and salary amounts should be directed to Diana Fraser in the Parks, Recreation & Community Affairs Department**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. _____ of 2022, a resolution authorizing the Town Supervisor to sign an agreement with the Saratoga County Sheriff's Department for Specialized Law Enforcement Services.

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

WHEREAS, the Town of Clifton Park has found it to be effective and efficient to obtain law enforcement services within the Town through the Saratoga County Sheriff's Department, and

WHEREAS, the Town Board wishes to renew the existing Agreement for Specialized Law Enforcement Services with the Saratoga County Sheriff's Department, per the attached agreement; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached agreement with the Saratoga County Sheriff's Department whereby the Sheriff's Department shall provide Specialized Law Enforcement Services within the Town of Clifton Park for a one (1) year period from January 1, 2022 through December 31, 2022, for an amount not to exceed \$593,210.36, to be paid from A-3120-15 (General Fund-Security-Other Contractual).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Thursday, March 24, 2022 3:23 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Supervisor
Attachments: 623cc50a07ce3-03242022scan.pdf

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

Department: **Supervisor**

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

Requested Meeting Date: **04-04-2022**

Brief Description: **Authorize the Supervisor to sign an Agreement for Specialized Law Enforcement Services**

Budget #: **A-3120-15**

Budget Description: **General Fund - Security - Other Contractual**

\$ Amount: ~~584519.90~~ **593,210.36**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



SARATOGA COUNTY SHERIFF'S OFFICE

Sheriff@SaratogaCountyNY.gov

MICHAEL H. ZURLO
SHERIFF

Richard L. Castle
Undersheriff

Glen D. Sheehy
Chief

TO: Town of Clifton Park

FROM: Heather L. Bessette

DATE: 3/14/22

RE: Contract-Saratoga County

Enclosed please find 3 copies of the Contract for the Specialized Law Enforcement Services, Please sign all 3 copies and return to me along with the proper **insurance documents** for final processing and payment.

Saratoga County Sheriff's Office
Attn: Heather Bessette
6012 County Farm Rd
Ballston Spa, NY 12020

Thank you!

Heather L. Bessette
Administrative Coordinator
hbessette@saratogacountyny.gov

6012 County Farm Rd.
Ballston Spa, NY 12020
(518) 885-6761

AGREEMENT FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement, made as of the ____ day of _____, 2022 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with a principal office at 40 McMaster Street, Ballston Spa, New York, 12020 (COUNTY), acting through its Sheriff's Office, (SHERIFF),

-and-

TOWN OF CLIFTON PARK, a municipal corporation duly organized under the laws of the State of New York with a principal office at 1 Town Hall Plaza, Clifton Park, New York 12065 (TOWN)

1. STATEMENT OF AGREEMENT

The COUNTY and the SHERIFF will provide "Specialized Protection" to the TOWN during the term of this agreement. The TOWN agrees to pay for such services as outlined herein. Both parties wish to continue this mutually beneficial relationship.

2. LEGAL BASIS

This agreement is authorized by 119-o of the General Municipal Law.

3. SPECIALIZED PROTECTION

Specialized Protection is that protection provided to the TOWN in excess of that normally furnished by the SHERIFF. In this case, Specialized Protection is defined as a higher quality and level of exclusive service not normally provided by regular County patrol. All references to Specialized Protection or specialized law enforcement services are those services to be delivered hereunder.

4. DELIVERY OF SERVICE

4.1 Service Area: The SHERIFF shall provide Specialized Protection within the corporate limits of the TOWN. Assigned Deputies will not leave the TOWN except in an extreme emergency and will continue the expanded presence and patrol for designated parklands and residential and secondary roadways within the TOWN.

4.2 Enforcement Responsibilities: The SHERIFF shall enforce State statutes, COUNTY ordinances and those TOWN ordinances that are of the same type and nature as COUNTY ordinances enforced by the SHERIFF. The SHERIFF shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the SHERIFF under the laws of the State.

4.3 Services to be Delivered: The SHERIFF shall provide 2 patrols Monday through

Sunday from 8:00 a.m. to 4:00 p.m. and from 4:00 p.m. to 12:00 a.m. to patrol the TOWN at the cost of \$596,210.36 for the year 2022 to be paid in equal monthly installments. In addition, the Sheriff's Department shall provide additional police services to the TOWN for added patrols or special detail assignments as shall be determined by the SHERIFF, the cost of which services shall be included within the total contract cost of \$596,210.36. The SHERIFF reserves the right to modify the foregoing schedule based upon the changing needs of law enforcement in the TOWN.

4.4 Reporting: The SHERIFF shall provide to the TOWN a monthly report of all law enforcement services provided by the Sheriff's Department within the TOWN each month.

4.5 Service Management: The SHERIFF shall determine the planning, organization, scheduling direction, and supervision of his personnel and all other matters incident to the delivery of specialized law enforcement services to the TOWN. The SHERIFF shall retain exclusive authority over his personnel.

4.6 Responsiveness: The SHERIFF shall promptly consider all TOWN requests regarding the delivery of specialized law enforcement services and make every effort to comply with them in a manner consistent with good law enforcement practices and this agreement.

4.7 Dispute Resolution: Any conflict regarding the extent or manner of performance of the specialized law enforcement services shall be resolved by the SHERIFF and the TOWN SUPERVISOR. The SHERIFF'S decision shall be final and conclusive.

4.8 Coordination: The TOWN and the SHERIFF shall each designate a specific individual and alternates to coordinate and implement the delivery of specialized law enforcement services to the TOWN.

5. RESOURCES

5.1 COUNTY Responsibilities: Except as otherwise agreed, the COUNTY and the SHERIFF shall furnish all labor, equipment, facilities, and supplies.

5.2 TOWN Responsibilities: The TOWN shall provide and maintain heat, lights and phones at the facilities.

6. LIABILITY

The COUNTY shall assume liability for and secure the TOWN from claims and/or all costs for damages allegedly caused by SHERIFF'S personnel and arising out of the performance of this agreement.

7. PERSONNEL

7.1 Employee Status: For purposes of this agreement only, all persons employed by the SHERIFF for this Specialized Protection shall be COUNTY officers or employees, and they shall not have any benefit, status, or right of TOWN employment

7.2 Payment: The TOWN shall not be liable for the direct payment of salaries, wages, workers compensation benefits or any other compensation for COUNTY officers or employees providing specialized law enforcement services hereunder.

8. DURATION

The term of this agreement shall be: 1/1/22 – 12/31/22.

9. TERMINATION

This agreement may be terminated at any time upon ninety days (90) prior written notice to the other party.

10. AUTHORIZATION

This agreement is made and executed pursuant to County Resolution 68-2022 and a resolution approved by the TOWN board of Clifton Park on _____.

11. EXECUTION

The parties have hereunto signed this agreement on the day and year appearing opposite their respective signature.

COUNTY OF SARATOGA

TOWN OF CLIFTON PARK

By: _____ Date _____
Theodore T. Kusnierz, Jr.
Chairman, Board of Supervisors
Per Resolution 68-2022

By: _____ Date _____
Philip Barrett, Supervisor
Per Resolution No. ___ of _____

MICHAEL H. ZURLO, Sheriff

Approved as to Form and Content:

Approved as to Form and Content:

Michael J. Hartnett
County Attorney

CLIFTON PARK TOWN ATTORNEY

Resolution No. _____ of 2022, a resolution authorizing an agreement with Paintcare for the collections and recycling of latex paint products at the Transfer Station.

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

WHEREAS, the Transfer Station provides and manages opportunities for the recycling of a wide variety of products, fluids, and materials, including electronics, metals, plastics, oil-based automotive products, and batteries, as well as garden and yard waste, bottle and cans, as well as textiles, and

WHEREAS, in December, 2019, the State of New York adopted the Postconsumer Paint Collection Program, codified at ECL27-2021 et seq. and

WHEREAS, the program established a comprehensive system for the safe collection and subsequent recycling of architectural paint sold in containers of 5 gallons or less, from consumers with leftover quantities, and

WHEREAS, Paintcare, Inc. is a non-profit 501(c)(3) organization that represents paint producers, who are required to participate in the program, which is funded by user fees assessed on paint products at the point of initial sale, and

WHEREAS, the Town Board wishes to enter into an agreement with Paintcare to provide space and trained employees at the Transfer Station for the safe drop off and collection of eligible architectural paint containers for recycling, and

WHEREAS, the program provides for the free drop-off of unused paint and varnish products, without cost to the Town, or to residents; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign the attached agreement with Paintcare, NY pursuant to ECL27-2021.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 22, 2022 4:35 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Supervisor
Attachments: 623a330ed2787-Paintcare contract.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

Department: Supervisor
Your email: tmccarthy@cliftonpark.org

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

Requested Meeting Date: 04-04-2022

Brief Description: Authorize the Supervisor to enter into an agreement with Paintcare for Paint recycling at the Transfer Station

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



NYS Postconsumer Paint Collection Program

The Department has granted a conditional approval (PDF 216 KB) to PaintCare on its revised postconsumer paint collection program plan submitted to the Department on December 1, 2021. PaintCare's New York Paint Stewardship Program Plan can be viewed here (PDF 11.4 MB). The New York State Postconsumer Paint Collection Program is expected to begin May 1, 2022.

In March 2021, DEC issued a letter regarding conditionally exempt small quantity generator provisions (PDF 542 KB). This addresses authorized destination facilities and regulatory flexibility for collection of postconsumer paint.

On December 16, 2019, the Governor signed the Postconsumer Paint Collection Program (leaves DEC website) into law. This legislation expands the Environmental Conservation Law (ECL) Article 27 by adding a new Title 20 requiring producers of architectural paint to implement a postconsumer paint collection and recycling program in accordance with a plan approved by the Department of Environmental Conservation (Department). "Architectural paint" includes interior and exterior architectural coatings sold in containers of five gallons or less including house paint and primers (latex or oil-based), stains, deck and concrete sealers, and clear finishes (e.g., varnishes, shellacs).



The new law requires architectural paint producers, who sell paint in or into New York State, to implement a postconsumer paint collection program, either individually or cooperatively with other producers. Producers, or their collective organization, were required to submit a postconsumer paint collection program plan to the Department by July 1, 2020. The postconsumer paint collection program will be funded by a small fee applied to the price of covered products at the time of purchase.

PaintCare Inc., a non-profit 501(c)(3) organization that represents paint producers in other states that have implemented similar programs, has submitted a draft plan on behalf of producers who sell architectural paint in New York State. A Department approved paint recycling program will provide consumers a simple and accessible means to properly dispose of leftover, unwanted paint, in an environmentally responsible manner.

On June 11, 2020, PaintCare Inc. held a webinar to provide information for Household Hazardous Waste Collection Programs and Service Providers. The webinar can be found on the PaintCare website (leaves DEC website).

The Postconsumer Paint Collection Program will affect the following groups:

Consumers - Consumers will have access to convenient waste paint drop-off sites for the collection, reuse and recycling of architectural paint through the payment of a minimal fee at the time of purchase.

Retailers - Retailers of architectural paint will only be able to offer for sale architectural paint products and brands belonging to those producers who are registered with the program. Retailers of architectural paint will be given the opportunity to voluntarily participate as a waste paint drop-off site.

Municipalities - Local municipalities, by participating as waste paint drop-off sites, will benefit from the postconsumer paint collection program since costs associated with the management of waste paint that ends up in the municipal waste streams will be covered by PaintCare.

Producers - Upon program implementation, producers will be prohibited from selling or offering for sale, architectural paint in the state unless the producer and their brands are registered with the Department as participating in a postconsumer paint collection program approved by the Department.

This page will be updated periodically to reflect additional details regarding the new postconsumer paint collection program.

NY CLS ECL § 27-2003

Current through 2022 released Chapters 1-49, 61-172

New York Consolidated Laws Service > Environmental Conservation Law (Arts. 1 — 75) > Article 27 Collection, Treatment and Disposal of Refuse and Other Solid Waste (Titles 1 — 32) > Title 20 Postconsumer Paint Collection Program (§§ 27-2001 — 27-2007)

§ 27-2003. Postconsumer paint collection program.

- 1.** No later than July first, two thousand twenty, a producer, either individually or cooperatively, or a representative organization shall submit to the department for the department's approval a plan for the establishment of a postconsumer paint collection program. Such plan shall be accompanied by a fee of five thousand dollars for an individual producer or, in the case of a representative organization or producers acting collectively, a fee of ten thousand dollars. The program will minimize public sector involvement in the management of postconsumer paint by reducing its generation, promoting its reuse and recycling and negotiating and executing agreements to collect, transport, reuse, recycle and properly dispose of postconsumer paint using environmentally sound management practices.
- 2.** A producer may satisfy the postconsumer paint collection program requirement of this section by agreeing to participate collectively with other producers. Any such collective postconsumer paint collection program shall meet the same requirements as an individual producer. Such program shall submit a registration to the department along with a registration fee of ten thousand dollars.
- 3.** The plan submitted by the producer or representative organization to the department under this section shall:
 - (a)** provide a list of each participating producer and brands covered by the program.
 - (b)** provide information on the architectural paint products covered under the program.
 - (c)** describe how the producer or representative organization will collect, transport, recycle, and process postconsumer paint for end-of-life management, including recycling and disposal, using environmentally sound management practices.
 - (d)** describe how it will provide for convenient and cost-effective statewide collection of postconsumer paint in the state. The producer or representative organization may coordinate the program with existing municipal waste collection infrastructure as is mutually agreeable. A paint retailer may participate, on a voluntary basis, as a paint collection site if the paint retailer volunteers to act as such and complies with all applicable laws and regulations.
 - (e)** provide geographic modeling to determine the number and distribution of sites for collection of postconsumer paint based on the following criteria (i) at least ninety percent of New York residents shall have a collection site within a fifteen mile radius; and (ii) one additional collection site will be established for every fifty thousand residents of an urbanized area (as defined by the United States Census Bureau), unless the producer is a small business taxpayer as defined in paragraph (f) of subdivision one of [section two hundred ten of the tax law](#) or unless otherwise approved by the commissioner.
 - (f)** describe the intended treatment, storage, transportation and disposal options and methods for the collection of postconsumer paint. The management of paint under the program shall promote reuse and recycling.

NY CLS ECL § 27-2003

- (g)** describe in detail education and outreach efforts to inform consumers and retailers about the program. These materials should include (i) information about collection opportunities for postconsumer paint; (ii) information about the charge for the operation of the program that shall be included by the producer in the price charged to the retailer of all architectural paint sold in the state; and (iii) efforts to promote the source reduction, reuse, and recycling of architectural paint.
- (h)** set forth the process by which an independent financial auditor will be selected and identify the criteria used by the producer or representative organization in selecting an independent auditor.
- (i)** identify, in detail, the operational plans for interacting with retailers on the proper handling and management of postconsumer paint.
- (j)** include the targeted annual collection rate.
- (k)** be reviewed by an independent financial auditor to assure that any added cost to paint sold in the state as a result of the postconsumer paint collection program does not exceed the costs of the program. The independent auditor shall verify that the amount added to each unit of paint will cover the costs of the postconsumer paint collection program.
- 4.** The independent financial auditor may be selected by the department and the department shall review the work product of any such independent auditor. The department may terminate the services of any such independent auditor. The cost of any work performed by such independent auditor shall be funded by the program.
- 5.** The department shall approve or reject a plan submitted under this section within sixty days of submission and, if rejected, inform the producer or representative organization in writing as to any deficiencies in said plan. A producer or representative organization shall amend and resubmit any rejected plans for reconsideration within sixty days of notification of the rejection of said plan. The department shall approve or reject said plan within thirty days of resubmission.
- 6.** Beginning not later than January first, two thousand twenty-one or six months after the plan is approved under subdivision five of this section, whichever occurs later, the producer or representative organization shall implement the postconsumer paint collection program utilizing collection sites established pursuant to paragraph (e) of subdivision three of this section.
- 7.** Not later than the implementation date of the program, information regarding the approved plan, the names of participating producers, and the brands of architectural paint covered by the program shall be posted on the department's website and on the website of the producer and representative organization.
- 8.** Upon implementation of the program, each producer shall include in the price of any architectural paint sold to retailers and distributors in the state the per container amount in the approved program plan. A retailer or distributor shall not deduct this amount from the purchase price.
- 9.** A producer or retailer shall not sell, or offer for sale, architectural paint to any person in the state unless the producer and the producer's brands are registered with the department pursuant to section 27-2003 of this title on and after the date of implementation of the postconsumer paint collection program.
- 10.**
- (a)** A retailer shall be in compliance with this section if, on the date the architectural paint was offered for sale, the producer is listed on the department's website as implementing or participating in an approved program or if the paint brand is listed on the department's website as being included in the program.
- (b)** A paint collection site authorized under the provisions of this section shall not charge any additional amount for the disposal of paint when it is offered for disposal.
- 11.**
- (a)** A producer or the representative organization that organizes the collection, transport and processing of postconsumer paint, in an action solely to increase the recycling of architectural paint by

NY CLS ECL § 27-2003

a producer, representative organization, or retailer that affects the types and quantities being recycled or the cost and structure of any return program shall not be liable for any claim of a violation of antitrust, restraint of trade or unfair trade practice arising from conduct undertaken in accordance with the program pursuant to this section.

(b) Provided however, paragraph (a) of this subdivision shall not apply to any agreement establishing or affecting the price of paint except for the postconsumer paint collection assessment or the output or production of paint or any agreement restricting the geographic area or customers to which paint will be sold.

12. The operator of the postconsumer paint collection program shall update the plan, as needed, when there are changes proposed to the current program. A new plan or amendment will be required to be submitted to the department for approval when:

- (a)** there is an addition to the products covered under the program; or
- (b)** there is a revision of the program's goals; or
- (c)** every four years from the date of approval of a previous plan.

The operator of the postconsumer paint collection program shall notify the department annually, in writing, if there are no changes proposed to the program and the producer or representative organization intends to continue implementation of the program as previously approved by the department.

13. Any person who becomes a producer after July first, two thousand twenty shall submit a plan to the department prior to selling or offering for sale in the state any architectural paint, and must comply with the requirements of this title.

History

[L 2019, ch 673, § 1](#), effective December 16, 2019; [L 2020, ch 63, § 2](#), effective December 16, 2019.

New York Consolidated Laws Service
Copyright © 2022 Matthew Bender, Inc.,
a member of the LexisNexis (TM) Group All rights reserved.

End of Document

PC Contract No. 003664



New York Postconsumer Paint Collection Program
901 New York Avenue NW, Suite 300W
Washington DC 20001
Phone: (855) 724-6809
Fax: (855) 385-2020
www.paintcare.org

**New York Postconsumer Paint Collection Program
Transfer Station, Recycling Facility, and Landfill
Drop-Off Site and Waste Paint Management Agreement**

Between

PaintCare New York LLC

and

Town of Clifton Park

**NEW YORK POSTCONSUMER PAINT COLLECTION PROGRAM
TRANSFER STATION, RECYCLING FACILITY, AND LANDFILL DROP-OFF SITE AND
WASTE PAINT MANAGEMENT AGREEMENT**

This Agreement (the "Agreement") is made by and between The Town of Clifton Park, a New York municipality, with offices at One Town Hall Plaza, Clifton Park, New York 12065 (the "Service Provider") and PaintCare New York LLC, a Delaware limited liability company having its office at 901 New York Avenue NW, Suite 300W, Washington, D.C. 20001 ("PaintCare").

RECITALS

Whereas, PaintCare is the program manager of the New York Postconsumer Paint Stewardship Program (the "Program"), pursuant to New York Environmental Conservation Law Sections 27-2001 - 2007;

Whereas, pursuant to the Program, PaintCare submitted a plan to the New York Department of Environmental Conservation to facilitate the management of "PaintCare Products" (defined below) that are collected by "Drop-Off Sites" (defined below) under the Program;

Whereas, PaintCare desires to enter into agreements with waste collection facilities for the purposes of collecting PaintCare Products;

Whereas, the Service Provider has and/or operates a waste collection program, including permanent collection sites and/or temporary collection events, to which local residents may bring certain types of waste, including PaintCare Products, for appropriate treatment, recycling, and/or disposal; and

Whereas, PaintCare, as part of its responsibility to facilitate the management of the Program, wishes to obtain the services of the Service Provider for the collection of PaintCare Products from the Service Provider's Drop-Off Sites, as provided in this Agreement.

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows.

ARTICLE 1 – DEFINITIONS

- 1.1 [RESERVED]
- 1.2 [RESERVED]
- 1.3 "Collect/Collected/Collection" means accepting PaintCare Products from the public at Drop-Off Sites and screening incoming materials in accordance with the Program Guidelines to determine which materials are acceptable PaintCare Products.
- 1.4 "Collection Bins" are containers provided by or approved for use by PaintCare or its contractors to hold PaintCare Products.
- 1.5 "Drop-Off Sites" mean all permanent collection facilities and Temporary Collection Events owned, leased, subleased, controlled, and/or operated by the Service Provider and are added to this Agreement according to its terms.
- 1.6 "Effective Date" means the date that the parties' obligations begin under this Agreement. The Effective Date is the later of (i) date of the later signature below, and (ii) the date on which the Program launches in the State.

- 1.7 “Force Majeure” means any of the following that prevent performance of this Agreement and are not within the reasonable anticipation and control of the affected party, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time: riots; wars; civil disturbances; insurrections; acts of terrorism; strikes and labor disputes; embargoes; state or federal orders; epidemics or pandemics; and acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days; or any other similar events or circumstances.
- 1.8 “Haulers” mean independent contractors hired by PaintCare to transport PaintCare Products from the Drop-Off Sites.
- 1.9 “Including” (whether or not capitalized) means “including but not limited to.”
- 1.10 “Indemnified Parties” is defined in Article 9.1.
- 1.11 “Initial Term” is defined in Article 2.1.
- 1.12 “Law” means all federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.13 “Loose Packing/Loose Packed” means placing acceptable PaintCare Products into Collection Bins, including sorting oil-based and latex PaintCare Products into separate Collection Bins to the greatest extent practicable, in a manner that is conducive to safe and efficient transport.
- 1.14 “Non-PaintCare Products” mean products not covered by the Program that are collected and/or managed by the Service Provider.
- 1.15 “Paint Drop-Off Log” means the form provided by PaintCare to Drop-Off Sites that is used to verify whether businesses and organizations are eligible to use the Program for oil-based paint and other hazardous PaintCare Products. The Service Provider may adopt its own version of the Paint Drop-Off Log, subject to PaintCare’s prior written approval of that substitute version.
- 1.16 “Program Guidelines” mean the “New York Postconsumer Paint Collection Program Drop-Off Site Guidelines” in Attachment I, as may be updated by PaintCare from time-to-time.
- 1.17 “PaintCare Products” mean the materials that are eligible to be collected through the Program in the State, which may change from time to time. The Program Guidelines include a list of such eligible Program Products that is current as of the date of this Agreement. PaintCare will communicate in writing any changes to the types of materials that are eligible to be collected as Program Products.
- 1.18 “Services” mean all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto.
- 1.19 “State” means the State of New York.
- 1.20 “Temporary Collection Events” mean an event hosted and/or operated by the Service Provider to Collect PaintCare Products at locations within the State.
- 1.21 “Written” or “In Writing” (whether or not capitalized) means in a written communication in hardcopy or electronic form, including e-mail.

ARTICLE 2 – TERM OF AGREEMENT

- 2.1 **Term.** This Agreement will commence on the Effective Date and, unless terminated under Article 11 (“Termination of Agreement”), will remain in full force and effect for a period of two (2) years (such two-year period, the “Initial Term”).
- 2.2 **Renewal.** Immediately after the expiration of the Initial Term, this Agreement will automatically renew for additional successive one (1) year terms, unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed. The Initial Term and any renewal term(s) are referred to herein as the “Term.”
- 2.3 **Expiration.** If either party provides notice that the Agreement will not be renewed, unless otherwise instructed by PaintCare, the Service Provider, before the end of the Term of the Agreement, shall assemble all Collection Bins supplied by PaintCare whether or not full, and shall make them available for pick up by a Hauler at one of the Drop-Off Sites.

ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 3.1 **Managing Program Products.** In consideration for activities undertaken at the expense of PaintCare, the Service Provider shall perform the Services provided for in Attachment A (“Scope of Work”). The Service Provider shall manage at its own expense all PaintCare Products Collected at the Drop-Off Sites only in accordance with Attachment A (“Scope of Work”) and not process or dispose PaintCare Products by any other method without the prior written approval of PaintCare.
- 3.2 **Covered Permanent Drop-Off Sites.** Either party may amend Attachment C (“Drop-Off Site Information”) to add or delete sites subject to the other party’s prior written approval for each such addition/deletion.
- 3.3 **Covered Temporary Collection Events.** Service Provider’s Temporary Collection Events will automatically be added under this Agreement on an ongoing basis with the following conditions and exclusions:
- a. Service Provider must provide PaintCare with at least ten (10) days’ advance written notice of when each Temporary Collection Event is to take place. If Service Provider fails to provide at least ten (10) days’ advance written notice of a Temporary Collection Event as required hereunder, the Temporary Collection Event will not be added unless expressly approved by PaintCare in writing.
 - b. In instances where PaintCare receives timely advance notice of a Temporary Collection Event as required hereunder, PaintCare may decline the addition of a Temporary Collection Event(s) by providing Service Provider with written notice to that effect no later than ten (10) days after PaintCare received notice of that Temporary Collection Event(s) from Service Provider.
- 3.4 **Operational Responsibility.**
- a. The Service Provider (and not PaintCare) is responsible for:
 - i. making day-to-day and critical decisions regarding the Services, including the management and supervision of all activities comprising the Services; and
 - ii. complying with all applicable Law relating to the Services and the operation of the Drop-Off Sites.

- b. The Service Provider is responsible for and will manage at its sole expense any and all Non-PaintCare Products it collects at the Drop-Off Sites. PaintCare in no way accepts responsibility for such Non-PaintCare Products.
- c. The Service Provider shall provide the Services at its own risk and take all reasonable precautions to protect all public and private property during the performance of the Services. If the Service Provider's personnel or equipment cause any damage to PaintCare's or one of its contractor's property, the Service Provider, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage.
- d. Work under this Agreement shall be performed only by competent personnel under the management, supervision, and direction of, or in the employment of, the Service Provider. All personnel working for or at the direction of Service Provider must be managed, supervised, and directed by the Service Provider.

3.5 Compliance with PaintCare Program Guidelines.

- a. The Service Provider shall make best efforts to comply in all material respects with the Program Guidelines (except to the extent the Program Guidelines conflict with the terms of this Agreement or any applicable Law). The Service Provider must notify PaintCare in writing if the Service Provider is unable to comply with any aspect of the Program Guidelines.
- b. The Service Provider shall not charge Program participants a fee relating to any costs that are covered by the Program, unless approved by PaintCare, such approval not to be unreasonably withheld. Nothing in this Agreement prohibits the Service Provider from charging fees to participants for dropping off Non-PaintCare Products.

3.6 Spill Prevention and Response. The Service Provider is responsible for promptly containing and cleaning up any spills that may occur at the Drop-Off Sites, including (i) maintaining spill kits or other appropriate spill containment and clean-up materials at all Drop-Off Sites, (ii) instituting spill prevention and response procedures at the Drop-Off Sites, and (iii) training Drop-Off Site personnel on all such spill prevention and response procedures.

3.7 Reporting. The reporting and notification requirements identified in Attachment A ("Scope of Work") and elsewhere in this Agreement are an integral part of the Services. The Service Provider shall comply with all reasonable requests from PaintCare for preparation, access, review, and/or adjustment of these deliverables throughout the Term of this Agreement.

3.8 Collection Bins. The Service Provider shall inspect the Collection Bins upon arrival and determine whether they are in proper condition for use. PaintCare is responsible for replacing any defective Collection Bins and repairing normal wear-and-tear to the Collection Bins. The Service Provider shall immediately notify the Hauler if at any point during the Term of the Agreement a Collection Bin(s) is not in proper condition for use and shall not use any such defective Collection Bins until they are repaired or replaced by the Hauler. The Service Provider is responsible for its use (or misuse) of any equipment it uses to perform the Services, including any Collection Bins.

3.9 Accepting Oil-Based PaintCare Products from Businesses. The Service Provider shall not knowingly accept into the Program any oil-based paint or other hazardous materials from any business or organization unless that business or organization first signs the Paint Drop-Off Log to verify the business's or organization's eligibility to use the Program for such materials.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

4.1 Mutual Representations and Warranties. The parties each represent, covenant, and warrant that:

- a. it is an entity in good standing and qualified to carry on business in the State and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement; and
- b. this Agreement does not in any way conflict with any of its other agreements.

4.2 **Service Provider's Additional Representations and Warranties.** The Service Provider additionally represents, covenants, and warrants that:

- a. it possesses the business, professional, and technical expertise, training, personnel, and equipment required to perform the Services;
- b. it will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services; and
- c. it and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the Term of the Agreement, all permits, licenses, certificates, or approvals required by applicable Law to perform the Services.

ARTICLE 5 – GENERAL OBLIGATIONS OF PAINTCARE

5.1 **Coordinating Transportation and Processing.**

- a. PaintCare shall arrange for a Hauler to be available to pick up Collected PaintCare Products from any permanent Drop-Off Site within ten (10) business days of the Drop-Off Site placing a pick-up request to the Hauler. PaintCare shall, at its expense, arrange for the Hauler to transport such PaintCare Products after pick-up to intermediary locations, processors, or other final destinations that are part of the Program.
- b. Provided that the Service Provider provides PaintCare with sufficient notice as required under this Agreement, PaintCare (or its Hauler) will coordinate with the Service Provider to arrange for the timely pick-up of PaintCare Products Collected at a Temporary Collection Event at a date and time designated by the Service Provider.
- c. PaintCare shall require the Haulers and their subcontractors to treat, store, and dispose of all PaintCare Products picked up by Hauler from a Drop-Off Site in accordance with all applicable Law and in conformance with PaintCare's program plan. PaintCare shall require that any disposal or recycling facilities utilized as part of the Program are maintained in accordance with all applicable Law.
- d. PaintCare will contract with its Haulers to arrange and provide for the ultimate disposition of the PaintCare Products as set forth in PaintCare's program plan.

5.2 **[RESERVED]**

5.3 **Collection Bins.** For each Drop-Off Site, PaintCare shall provide Collection Bins to the Service Provider or approve the Service Provider's containers as Collection Bins. All Collection Bins supplied by PaintCare or a Hauler will remain the property of PaintCare.

5.4 **No Exclusivity.** Nothing herein creates an exclusive arrangement between PaintCare and the Service Provider. The Service Provider may not restrict PaintCare from contracting with other entities under the Program, including other service providers with waste collection facilities in the Service Provider's geographical region.

5.5 **Damage to Property.** If PaintCare or a Hauler causes any damage to the Service Provider's or one of its subcontractor's property, PaintCare shall, at no expense to the Service Provider, either (i) promptly replace the damaged property or have it repaired to the condition existing before the

damage, or (ii) require the Hauler to replace the damaged property or have it repaired to the condition existing before the damage.

ARTICLE 6 – TITLE AND RISK OF LOSS; DISCLAIMERS

6.1 **Service Provider's Title and Risk of Loss.**

- a. As between the Service Provider and PaintCare, the Service Provider has title to and risk of loss and liability for any and all PaintCare Products and Non-PaintCare Products that the Service Provider receives at the Drop-Off Sites, including any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* and under state or local Law.
- b. Notwithstanding the foregoing, once a Hauler accepts for transportation any PaintCare Products Collected by the Service Provider under this Agreement, title to and risk of loss for those PaintCare Products will transfer to that Hauler. PaintCare at no time takes title to or assumes liability for any materials that Service Provider accepts at the Drop-Off Sites; however, for the PaintCare Products that Service Provider Collects under the Program, PaintCare shall require in its contracts with its Haulers that the Haulers accept such title and risk of loss immediately upon accepting those PaintCare Products for transportation from a Drop-Off Site.

6.2 **Disclaimer of Responsibility for the Services.** PaintCare has no authority or responsibility to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the Services and achieve compliance with applicable Law. PaintCare does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services. PaintCare is not responsible for any damage to persons or property resulting from the performance of the Services.

6.3 **Waiver of Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES; HOWEVER, NOTHING IN THIS PARAGRAPH CONSTITUTES A LIMIT OF THE INDEMNIFICATION OBLIGATIONS IN ARTICLE 9 ("INDEMNIFICATION").

ARTICLE 7 – [RESERVED]

ARTICLE 8 – AUDIT AND INSPECTION RIGHTS

- 8.1 **Compliance Monitoring.** PaintCare and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement and the applicable Law; and (b) consult with the Service Provider about such compliance; provided, however, that PaintCare shall not, and affirmatively disclaims any ability to, control, supervise, or manage (i) the employees of the Service Provider, (ii) the activities undertaken by the Service Provider in the performance of this Agreement, and (iii) the means by which the Service Provider meets all requirements, including applicable Law.
- 8.2 **Site Inspections.** PaintCare may, audit and inspect, with full access, the Service Provider's Drop-Off Sites during the Drop-Off Sites' hours of operation, as well as any other site at which the Service Provider performs the Services. PaintCare will provide the Service Provider with at least seventy-two (72) hours' notice before any such audit or inspection.
- 8.3 **PaintCare Audit Rights.** The Service Provider will maintain and make available to PaintCare, during regular business hours, accurate books and accounting records relating to its Services

under this Agreement. The Service Provider will permit PaintCare to audit, examine, and make excerpts and transcripts, for any books or records, materials, and other data related to all other matters covered by this Agreement. The Service Provider shall maintain such data and records (and ensure that any subcontractors of the Service Provider maintain any such data and records) in an accessible location and condition for a period of not less than three (3) years from the date of the final report under this Agreement, as applicable, or until after final audit has been resolved, whichever is later.

- 8.4 **Record Retention.** In addition to those reports detailed in Attachment A (“Scope of Work”), the Service Provider shall maintain the following records:
- a. for each pick-up of PaintCare Products by a Hauler from a Drop-Off Site, a bill of lading, manifest, or equivalent shipping documentation specifying the following:
 - i. the name, address, and telephone number of both the originating Drop-Off Site and the Hauler;
 - ii. the destination of the PaintCare Products;
 - iii. the quantity of PaintCare Products being transported;
 - iv. the date on which the Hauler accepted the PaintCare Products from the originating location; and,
 - v. the signatures of both the Hauler and a representative of the originating Drop-Off Site;
 - b. records of any inspections required by Law;
 - c. Paint Drop-Off Logs; and
 - d. Employee Training records, as described in and required by the Program Guidelines.

ARTICLE 9 – INDEMNIFICATION

- 9.1 **The Service Provider’s Indemnification of PaintCare.** To the extent permitted by Law, and subject to Article 9.3 below, the Service Provider, its successors and assigns, agrees to indemnify, defend, and hold harmless PaintCare, its affiliate and related companies, and their member companies, officers, directors, employees, agents, successors, and assigns (collectively, “Indemnified Parties”) from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, litigation expenses, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with the performance of the Services (whether by the Service Provider or any subcontractor of the Service Provider), the Service Provider’s operation of a Drop-Off Site, or the Service Provider’s performance of its obligations under the Agreement.
- 9.2 **Indemnification of Service Provider.**
- a. PaintCare shall require in its contracts with its Haulers that, subject to Article 9.3 below, the Haulers agree to indemnify the Service Provider, its agents, elected officials, and employees, from and against all claims, losses, damages, liabilities, expenses, and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which result from or arise out of the Hauler’s (or its

subcontractors') transportation or processing/disposal of any PaintCare Products that the Hauler picks up from any of the Service Provider's Drop-Off Sites.

- b. Subject to Article 9.3 below, PaintCare will indemnify, defend, and hold harmless the Service Provider, its agents, elected officials, and employees, from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, litigation expenses, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability that result from any of the following:
 - i. PaintCare's failure to include the contractual requirement for the Hauler to indemnify the Service Provider, as described in Article 9.2(a), or PaintCare's failure to maintain such a requirement in its Hauler contracts;
 - ii. PaintCare's failure to pay the Haulers for the services rendered by the Haulers (or any subcontractors thereof) relating to the Drop-Off Sites;
 - iii. any breach by PaintCare of its obligations to remedy any property damage caused to a Drop-Off Site by PaintCare or a Hauler, as described in Article 5.5; or
 - iv. the activities of PaintCare staff while present at the Drop-Off Sites.

9.3 **Indemnification Exceptions.**

- a. The indemnification obligations in this Article 9 do not apply to any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action that result primarily from the negligence, willful misconduct, or breach of this Agreement attributable to the party seeking indemnification.
- b. For the avoidance of doubt, nothing in this Article 9 is intended to make either party liable for the acts or omissions of the Haulers or any subcontractor thereof relating to their transportation, storage, management, treatment, processing, or disposal of PaintCare Products or other materials.

ARTICLE 10 – INSURANCE

- 10.1 **Service Provider Insurance Requirements.** The Service Provider shall comply with the requirements set forth in Attachment D ("Insurance Requirements for PaintCare Drop-Off Sites").
- 10.2 **Hauler Insurance Requirements.** PaintCare shall require that its Haulers carry appropriate insurance, including the following (collectively, the "Hauler Insurance"):
 - a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate;
 - b. Commercial Automobile Liability insurance (owned, non-owned or hired) with limits not less than \$1,000,000 combined single limit; and
 - c. Workers' Compensation Insurance as required by the State or other applicable Law.
- 10.3 **Additional Insurance Requirements for Hazwaste Haulers.** For any Hauler that PaintCare designates to pick up hazardous PaintCare Products from the Drop-Off Sites, the Hauler Insurance will include environmental pollution liability insurance covering liability arising from the handling or release of pollutants by the Hauler, including during transport. Such environmental

pollution liability insurance will have limits not less than \$2,000,000 each occurrence, and \$5,000,000 in the aggregate.

- 10.4 **Hauler Additional Insured Obligations.** PaintCare shall require in its contracts with its Haulers that the Hauler include the Service Provider and its agents, elected officials, and employees as additional insured (which may be by blanket endorsement) under the Hauler Insurance policies (other than Worker's Compensation).

ARTICLE 11 – TERMINATION OF AGREEMENT

- 11.1 **Termination for Cause.** Either party may terminate this Agreement or any Services under this Agreement under the following conditions:
- a. Immediately upon prior written notice if the other party has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or
 - b. upon ten (10) days' prior written notice if the other party has violated applicable Law.

Any notice of termination must specify the date of termination and the reasons for termination.

- 11.2 **Termination for Convenience.** Either party may terminate this Agreement (in whole or in connection with one or more particular Drop-Off Sites) at any time without cause upon thirty (30) days' written notice to the other party.
- 11.3 **Effect of Termination.** Upon any termination of this Agreement, unless otherwise instructed by PaintCare, the Service Provider promptly shall assemble all Collection Bins supplied by PaintCare, whether or not full, and shall make them available for pick up by a Hauler at one of the Service Provider's Drop-Off Sites.

ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING

- 12.1 **Limitations on Assignment.** Neither party may assign, novate, or otherwise transfer (including transfer by operation by law) this Agreement or the obligations and rights hereunder without the express written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect. Notwithstanding the foregoing, PaintCare will provide notice but does not require prior consent to assign the Agreement to an entity that is at least fifty percent (50%) owned or controlled by PaintCare or to an entity that owns or controls at least fifty percent (50%) of PaintCare.
- 12.2 **Service Provider's Subcontracting Rights.** The Service Provider may subcontract any part of its obligations under this Agreement by providing written notice to PaintCare. Nothing contained in this Agreement or otherwise, creates any contractual relationship between PaintCare and any subcontractor of the Service Provider. A subcontract does not relieve the Service Provider of its responsibilities and obligations hereunder. It is the Service Provider's responsibility to ensure that any subcontractor is aware of and complies with the terms of this Agreement relating to the services being performed by that subcontractor. The Service Provider agrees to be as fully responsible to the other party for the acts and omissions of its subcontractors as it is for its own acts and omissions.
- 12.3 **Subcontractor Payment Obligations.** PaintCare has no obligation to pay or to enforce the payment of any moneys to any subcontractor of the Service Provider.

ARTICLE 13 – FORCE MAJEURE

- 13.1 Any delay or failure of either party to perform its obligations hereunder will be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible (but no later than ten (10) calendar days), setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.

ARTICLE 14 – NOTICES

- 14.1 **Delivery of Notices.** Except where otherwise expressly authorized, notice will be by email, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery. If delivery is refused, notice must be attempted by an alternate method hereunder. If delivery is refused for more than one method of notice specified herein, notice is deemed to be effective as of the date the second notice was attempted.

To: PaintCare New York LLC
Attn: General Counsel
Email: Legal@paintcare.org
Address: 901 New York Avenue NW, Suite 300W
Washington, DC 20001

[SERVICE PROVIDER]

To: Town of Clifton Park
Attn: Scott Reese
Email: sreese@cliftonpark.org
Address: One Town Hall Plaza
Clifton Park, New York 12065

ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS

- 15.1 **Relationship Between the Parties.** The parties intend that the Service Provider, in performing the Services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.
- 15.2 **Compensation of Employees.** Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.
- 15.3 **Workers' Compensation.** Each party understands and agrees that all persons performing work pursuant to this Agreement on its behalf are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable

and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.

- 15.4 **Relationship of Haulers.** The Haulers are independent third-party contractors and are not employees, partners, or agents of either party. Neither party is liable for the acts or omissions of the Haulers under this Agreement.

ARTICLE 16 – DISPUTE RESOLUTION

- 16.1 **Good Faith Negotiation.** Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.
- 16.2 **Agreement to Arbitration.** Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State, in accordance with the rules of the American Arbitration Association. Any decision of an arbitrator engaged under this Article is final, binding and enforceable upon both parties. The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.
- 16.3 **Enforcement of Arbitration.** Each party hereto accepts the jurisdiction of the courts of the State for the purposes of commencing, conducting and enforcing an arbitration proceeding or arbitration decision pursuant to this Article. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party according to Article 14.1, and such notice will have the same effect as if the party had been personally served within the State.
- 16.4 **Performance During Dispute Resolution.** The parties shall continue to perform their respective obligations during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.
- 16.5 **Dispute Resolution Costs.** Each party hereto shall bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker shall be shared equally between the parties.

ARTICLE 17 – COMPLIANCE WITH LAW

- 17.1 **Compliance with Law.** Each party shall comply with all Law applicable to the performance of its obligations under this Agreement.
- 17.2 **Cumulative Obligations and Remedies.** Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed on or afforded to the parties under applicable Law.

ARTICLE 18 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION; RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE

- 18.1 **Health and Environmental Safety.** The Service Provider is responsible for safety, health, and environmental protection related to the performance of the Services and shall take appropriate measures required by applicable Law and legal standards to ensure that it (and any of its subcontractors):

- a. provide and maintain safe, health-protective, and environmental-protective working areas at or in proximity to where the Services are performed;
 - b. protect and safeguard (i) all persons at or in proximity to the Services, including those in adjacent areas, from risk or injury and danger to health, and (ii) all property and equipment from damage or loss;
 - c. comply with all applicable Law governing the generation, handling, management, treatment, storage, or disposal of hazardous wastes, including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and all requirements for household waste collection facilities pursuant to all applicable permits and state law; and
 - d. comply with all other applicable health, safety and environmental Law, including the requirements of the U.S. Occupational Safety and Health Administration (“OSHA”), U.S. Environmental Protection Agency (“EPA”), and delegated state programs authorized by OSHA and EPA.
- 18.2 **Notification of Releases.** The Service Provider shall notify PaintCare within twenty-four (24) hours of any circumstance or occurrence during the performance of the Services that requires reporting to any governmental authority under any applicable permit or Law, including reporting to the National Response Center because of the release of a reportable quantity of hazardous substances pursuant to 42 U.S.C. § 9603 or under applicable state or local law. The Service Provider shall ensure that any such reports are made within the applicable time limits and shall not delay making such reports because of any inability to notify PaintCare.
- 18.3 **Notification of Dangerous Conditions at Drop-Off Sites.** In the event of any action or occurrence during the performance of the Services which causes or threatens a release of a hazardous substance, hazardous waste, or hazardous material into the environment which presents or may present an imminent and substantial endangerment to public health or welfare or the environment and/or requires cleanup or a response action under applicable Law, the Service Provider shall (i) immediately take all appropriate action to prevent, abate, minimize, and cleanup such release and endangerment in conformance with applicable Law and cleanup standards, and (ii) notify PaintCare of the incident within twenty-four (24) hours. As between the parties, the Service Provider is solely responsible for the costs of such action and any liability and damages of any type arising from any action or occurrence identified in this Article. The Service Provider shall not delay the undertaking of appropriate action because of any inability to notify PaintCare.

ARTICLE 19 – PUBLICITY

- 19.1 The Service Provider shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the PaintCare service mark without the prior written consent of PaintCare. The Drop-Off Sites and any events may be listed, referenced, or advertised as Collection sites by PaintCare for the Program during the Term of this Agreement in accordance with the Program Guidelines.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

- 20.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

- 20.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect, and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.
- 20.3 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized representatives of the parties hereto.
- 20.4 **Governing Law/Venue.** The laws of the State, without giving effect to its principles of conflicts of law, govern the interpretation and effect of this Agreement. Subject to the provisions of Article 16 ("Dispute Resolution"), any legal proceedings regarding this Agreement initially will be brought before a court of jurisdiction prescribed by law in the State.
- 20.5 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
- 20.6 **Calendar Days.** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and federal holidays unless otherwise expressly provided. If a deadline falls on a weekend or federal holiday, the next business day will be the applicable deadline.
- 20.7 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.
- 20.8 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.
- 20.9 **Headings.** The section and subsection headings used in this Agreement are for convenience only and are not intended to define or limit any of the terms or provisions herein.
- 20.10 **Survivability.** All continuing obligations, rights, and remedies of the parties under this Agreement will survive the expiration or termination of this Agreement, including the continuing obligations in the following articles: Article 6 ("Title and Risk of Loss; Disclaimers"); Article 8 ("Audit and Inspection Rights"); Article 9 ("Indemnification"); Article 10 ("Insurance"); Article 16 ("Dispute Resolution"); Article 17 ("Compliance With Law"); and Article 18 ("Safety, Health, and Environmental Protection; Releases of Hazardous Substances; Emergency Response).

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

By:

Authorized Signatory
PaintCare

Authorized signatory
Service Provider

Print Name

Phil Barrett

Print Title

Town Supervisor

Date: _____

Date: _____

ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the Service Provider shall do the following:

- 1) Collect PaintCare Products and Loose Pack them into Collection Bins to be picked up by Haulers.
- 2) Notify the Hauler in advance of when Collection Bins will be full and ready for pick up by the Hauler, or sooner if earlier pickups are necessary for the Service Provider to comply with storage limits or other applicable Law.
- 3) Manage at the Drop-Off Sites (or other locations approved by PaintCare in writing) all collected PaintCare Products gathered through the Drop-Off Sites only in the following ways and not dispose of PaintCare Products in any other method without the written approval of PaintCare:
 - a) By Loose Packing.
- 4) Report directly to PaintCare any spills or health or safety incidents as provided in the Agreement.
- 5) Provide to PaintCare advance notice, as required herein, of any Temporary Collection Events.

ATTACHMENT B:

[RESERVED]

Attachment C: Drop-Off Site Information

Please complete all sections for permanent sites; complete sections A-B for temporary events.



A. Basic Site Information		For contracting, please contact town attorney Tom McCarthy; see contact info below
1. Name of site		Clifton Park Transfer Station
2. Street address for site		217 Vischer Ferry Road
3. City, state, zip code for site		Rexford, NY 12148
4. Permit holder (if applicable)		Town of Clifton Park
5. Service area (counties/cities/towns)		Town of Clifton Park
6. Type of Site:	<input type="checkbox"/> HHWCF <input type="checkbox"/> One-Day HHW Event <input type="checkbox"/> Transfer Station <input type="checkbox"/> Paint-Only <input type="checkbox"/> Other: _____	
7. If One-Day Event: Date/Hours		
B. Contacts		
8. Primary contact's agency/company		Town of Clifton Park
9. Primary contact's name and title		Scott Reese
10. Primary contact's email and phone #		(518) 371-6054 sreese@cliftonpark.org
11. Second contact's agency/company		For contracting, please contact town attorney
12. Second contact's name and title		Tom McCarthy, Town Attorney
13. Second contact's email and phone #		TMcCarthy@cliftonpark.org (518) 371-6651 www.cliftonpark.org/government/town-attorney.html
C. Information for Household Customers		
14. Phone # for households		(518) 371-6669
15. Website for households		https://www.cliftonpark.org/departments/transfer-station.html
16. Days/hours for households		Thursday 7:00am - 5:30pm
17. Volume limits for households		-
D. Info for Businesses (if applicable)		
18. Days/hours for businesses		
19. Phone # for businesses, if different		
20. Website for businesses, if different		
21. Admin fee for businesses, if any		
22. Volume limits for businesses		
E. Other		

23. Is paint given away for reuse? yes no
24. Best media outlets for promoting this site (newspaper, radio station, website, etc.)?
25. Would you like PaintCare to list this site in advertising* in your area? yes no
26. Additional info or special notes for your site on PaintCare's site locator

*Site listings in print ads are for permanent sites only. PaintCare does not list one-day events in print ads.

Site ID No. NY3701__ (internal use only)

Drop-Off Site Information #2

Please complete all sections for permanent sites; complete sections A-B for temporary events.

A. Basic Site Information

- | | |
|---|--|
| 1. Name of site | |
| 2. Street address for site | |
| 3. City, state, zip code for site | |
| 4. Permit holder (if applicable) | |
| 5. Service area (counties/cities/towns) | |
| 6. Type of Site: <input type="checkbox"/> HHWCF <input type="checkbox"/> One-Day HHW Event <input type="checkbox"/> Transfer Station <input type="checkbox"/> Paint-Only
<input type="checkbox"/> Other: _____ | |
| 7. If One-Day Event: Date/Hours | |

B. Contacts

- | | |
|---|--|
| 8. Primary contact's agency/company | |
| 9. Primary contact's name and title | |
| 10. Primary contact's email and phone # | |
| 11. Second contact's agency/company | |
| 12. Second contact's name and title | |
| 13. Second contact's email and phone # | |

C. Information for Household Customers

- | | |
|----------------------------------|--|
| 14. Phone # for households | |
| 15. Website for households | |
| 16. Days/hours for households | |
| 17. Volume limits for households | |

D. Info for Businesses (if applicable)

- | | |
|--|--|
| 18. Days/hours for businesses | |
| 19. Phone # for businesses, if different | |

- 20. Website for businesses, if different
- 21. Admin fee for businesses, if any
- 22. Volume limits for businesses

E. Other

- 23. Is paint given away for reuse?
- 24. Best media outlets for promoting this site (newspaper, radio station, website, etc.)?
- 25. Would you like PaintCare to list this site in advertising* in your area?
- 26. Additional info or special notes for your site on PaintCare's site locator

yes no

--

yes no

--

**Site listings in print ads are for permanent sites only. PaintCare does not list one-day events in print ads.*

Site ID No. _____ (internal use only)

ATTACHMENT D: Insurance Requirements for PaintCare Drop-Off Sites

1. **Service Provider's Required Insurance.** The Service Provider must continuously carry (without interruption) the following types of insurance:
 - a. **Commercial General Liability** insurance written on an occurrence coverage basis covering claims for bodily injury, death, and property damage (including loss of use), personal injury, and advertising injury, at least as broad as the 1986 (or later) *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition occurrence form.
 - b. **Automobile Liability** insurance covering liability arising from the use or operation of any auto, including owned, hired, leased, rented and non-owned vehicles. The coverage must be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition.
 - c. **Workers' Compensation** meeting or exceeding the requirements imposed by statute or law in (i) the State of the Project and (ii) all other States, if any, in which Services are performed, including as may be available on a voluntary basis. Statutory coverage must be provided in all State(s) in which any of the Services are being performed, including as may be available on a voluntary basis.
 - d. **Employer's Liability** insurance providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed by a workers' compensation law.

2. **Minimum Limits of Insurance.**
 - a. All insurance that the Service Provider and any Subcontractors are required to carry pursuant to this Agreement must meet the following minimum limits (or any higher limits that may be mandated by applicable law):

Type of Insurance	Minimum Limits Required <i>Per Claim/Occurrence</i>	Minimum Limits Required <i>Aggregate Policy Limits</i>
1. Commercial General Liability	\$ 1,000,000	\$ 2,000,000
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 2,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
d. Loss of Use Insurance	\$ 1,000,000	\$ 2,000,000
2. Commercial Automobile Liability	\$1,000,000 Combined Single Limit Each Accident	\$ N/A
3. Worker's Compensation	Statutory Limits	Statutory Limits
4. Employer's Liability (Bodily Injury by Accident)	\$ 1,000,000	\$ N/A
a. By Disease	\$ 1,000,000	\$ N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A

- b. The Service Provider may utilize self-insurance to satisfy some or all of its insurance carriage obligations hereunder. To the extent that the Service Provider relies on its self-insurance to meet its obligations, the Service Provider warrants that it satisfies all of the requirements of this Article by virtue of its self-insurance. The intent of this paragraph is to impose on the Service Provider all of the same requirements and obligations that would have been imposed on one or more insurance carriers had the Service Provider procured the required insurance instead of relying on self-insurance.

3. **Additional Insurance Requirements.**

- a. All insurance that the Service Provider (and any Subcontractor) is required to carry hereunder must contain the following additional provisions:
 - i. **Additional Insured** – PaintCare, its officers, agents, and employees must be listed as additional insureds on all Commercial General Liability and Automobile Liability policies required herein as respects claims or liabilities arising from, or connected with the Services, including completed operations. The additional insured endorsements must be at least as broad as the current editions of the Insurance Services Offices forms CG 20 10 and CG 20 37. Upon reasonable request, the Service Provider shall provide PaintCare with proof of status as an additional insured under CG 20 10 during the Term of the Agreement, and under CG 20 37 for completed operations through the expiration of the longest applicable statute of limitations or period of repose.
 - ii. **Primary Coverage** – All insurance coverage required hereunder must be primary insurance, and any insurance or self-insurance maintained by PaintCare will be excess of and non-contributory with respect to such insurance.
 - iii. **Severability of Interest** - Except with respect to the limits of insurance, all insurance required hereunder will apply separately to each insured or additional insured.
 - iv. **Waiver of Subrogation** – The Service Provider hereby agrees to waive, and to procure from its insurers waivers of, subrogation against PaintCare and its officers, agents, and employees. The Service Provider further agrees to hold harmless, defend and indemnify PaintCare and its officers, agents, and employees for any loss or expense incurred as a result of the Service Provider's (or any Subcontractor's) failure to obtain such waivers of subrogation from its insurers.

- 4. **Acceptability of Insurers.** All insurance required under this Agreement must be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved in writing by PaintCare.

5. **Verification of Coverage.**

- a. Upon PaintCare's reasonable request, the Service Provider shall provide to PaintCare a certificate of insurance evidencing the coverage required of it under this Agreement. Likewise, upon PaintCare's reasonable request, the Service Provider shall procure and provide to PaintCare certificates of insurance from any Subcontractors evidencing the coverage required of them under this Agreement. Each certificate shall be signed by a person authorized by the insurer(s) to bind coverage on its/their behalf. The Service Provider shall provide renewal certificates to PaintCare prior to the expiration of any required insurance policy.
- b. Upon reasonable request, the Service Provider shall provide PaintCare with copies of all policies of insurance and endorsements thereto for all required insurance under this Agreement (including that of any Subcontractors). Such copies may be excerpted or redacted to remove premium pricing or other confidential business information; provided, however, that any such excerpted/redacted copies must include sufficient information for PaintCare to verify the Service Provider's (and its Subcontractor(s)) full compliance with the requirements of this Agreement and to evaluate actual, prospective, or denied claims as additional insured under such policies.
- c. Failure of PaintCare to request certificates or identify deficiencies will in no way limit or relieve the Service Provider of its obligations to maintain such insurance and require that its Subcontractors maintain such insurance. Failure of the Service Provider (or any of its Subcontractors) to maintain the required insurance constitutes a default under this Agreement and PaintCare may, at its option, terminate this Agreement for cause. PaintCare's acceptance of a non-conforming insurance certificate does not constitute a waiver, compromise or release of PaintCare's rights. If PaintCare is damaged by the failure of the Service Provider (or its Subcontractors) to purchase or maintain insurance required under this Agreement, the Service Provider shall bear all costs (including attorneys' fees, consultant fees and court and settlement expenses) attributable to such failure to purchase or maintain the required insurance.

6. **Subcontractor Insurance.** If the Service Provider uses a Subcontractor to provide any portion of the Services, the Service Provider may satisfy the foregoing requirements applicable to the subcontracted Services by ensuring that the Subcontractor providing those Services satisfies each and all of the insurance requirements herein in the same manner as required had the Service Provider maintained that insurance. To the extent the Subcontractor fails to do so, however, the Service Provider is responsible and shall defend, indemnify and hold harmless PaintCare and its officers, agents, and employees to the same extent had all insurance required hereunder been properly procured and maintained by the Service Provider or its Subcontractor, as applicable.

ATTACHMENT E

[RESERVED]

ATTACHMENT F

[RESERVED]

ATTACHMENT G

[RESERVED]

ATTACHMENT H

[RESERVED]

ATTACHMENT I
NEW YORK POSTCONSUMER PAINT COLLECTION PROGRAM
DROP-OFF SITE GUIDELINES

*****(attached separately)*****

Meg Springli

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Tuesday, March 22, 2022 4:36 PM
To: Meg Springli
Subject: FW: Contracting with PaintCare for Town of Clifton Park Transfer Station
Attachments: New York Certification Form for Drop-Off Sites.docx; PaintCare Guidelines (NY).pdf; Town of Clifton Park Transfer Station Drop-Off Site Agt (New York).docx

Follow Up Flag: Follow up
Flag Status: Flagged

This is the rest of the backup for this.

From: Melissa Gibbons <mgibbons@paint.org>
Sent: Tuesday, March 22, 2022 12:22 PM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>
Cc: Andrew Radin <aradin@paint.org>; Kelsey O'Toole <kotoole@paint.org>; Scott Reese <SReese@cliftonpark.org>
Subject: Contracting with PaintCare for Town of Clifton Park Transfer Station

Hi Tom:

My name is Melissa Gibbons. I am part of the PaintCare contracting team. I understand from Andrew Radin and Kelsey O'Toole that the Town of Clifton Park is interested in participating in the PaintCare program. That is great news – we are excited to bring you on board.

Attached is our template contract for drop off facilities. There are several yellow-highlighted sections in the contract where we need additional information from you. Also attached is a copy of PaintCare's standard operational guidelines and a Certification Form that PaintCare will need to file with DEC to register your collection site.

Please look over these materials and let us know your thoughts. We are very willing to work with you if any of the contract provisions or operational guidelines pose a problem for your program. The insurance requirements in the contract, in particular, are certainly open for discussion. In most cases, we can revise those provisions in the contract to mirror your current insurance coverage details.

Please do not hesitate to reach out to me if you have any questions or concerns.

I look forward to hearing from you at your earliest convenience.

Best Regards,
Melissa

Melissa Gibbons | PaintCare | Associate General Counsel
T: (202) 729-3908 | F: (855) 385-2020 | mgibbons@paint.org | www.paintcare.org
901 NEW YORK AVENUE NW, SUITE 300 WEST, WASHINGTON, DC 20001
[fb.com/werecyclepaint](https://www.facebook.com/werecyclepaint) | Twitter [@werecyclepaint](https://twitter.com/werecyclepaint) | Instagram [@werecyclepaint](https://www.instagram.com/werecyclepaint)

NOTE: Confidential & Privileged. The information contained in this e-mail and any attachments hereto is confidential and may be legally privileged. It is intended only for the use of the individual or entity named in this e-mail. If you are not an intended recipient, (i) you may not read, copy, distribute, or use this email, any attachment, or any information contained therein, and (ii) please immediately notify me by return e-mail and destroy all paper and electronic copies.



Drop Off Site Guidelines

This document contains detailed information on PaintCare's program guidelines and operations procedures. In combination with the state-specific guidelines, it is designed to be used by new staff for self-training and for site refresher training without PaintCare staff.

Note: The supplemental training slides included in this binder summarize only the most important information from these Drop-Off Site Guidelines. The slides are used during training by PaintCare staff and can also be used to supplement refresher training.

Adherence to these guidelines is critical for drop-off sites participating in the program. Exceptions to these guidelines can be made only with PaintCare's express written permission. If your site is unable to comply with any of these guidelines, please contact your PaintCare representative so that we may try to find a solution that works for your site but still achieves compliance with applicable legal and operational requirements for the program.

Contents

Section 1. Training and Safety	2
Section 2. General Guidelines	3
Section 3. Collection Bins and Storage Area	4
Section 4. Identifying and Accepting PaintCare Products	6
Section 5. Participant Paint Volume	10
Section 6. Working with Transporters	11
Section 7. Spill Response	12
Section 8. Inspections and Records	13

Section 1. Training and Safety

Training

For the safety of the program and your staff, all employees handling PaintCare products must receive training in product identification, acceptance, handling, packaging, inspection, and emergency response procedures before collecting PaintCare products or engaging in any PaintCare program activities.

Training helps ensure that employees conduct PaintCare products collection activities in a safe manner that protects workers and the environment.

Ensure that drop-off site employees are equipped for and understand hazards associated with PaintCare products.

Maintain training plans and records for each employee. Record staff training using the form included in this binder.

Safety

Store personal protective equipment (PPE) and spill response equipment in an accessible location adjacent to the collection bins. Ensure those materials are protected from impacts of weather.

The drop-off site must be equipped with appropriate emergency response equipment including a fire extinguisher, spill kit, and PPE. Monthly inspections of equipment are recommended.

PaintCare products collection activities need to follow general safety practices including proper lifting techniques.

Post emergency procedures and emergency contact numbers including police, fire department, and emergency services by a phone and in close proximity to the collection bins, if possible.

If applicable, develop and maintain an emergency action plan as required by OSHA.

If required by federal, state, or local law, familiarize police, fire departments, and emergency response teams with the layout of your facility, properties of PaintCare products handled at your facility, and evacuation routes.

Section 2. General Guidelines

PaintCare Provides Your Site:

- Training binder with recordkeeping logs/forms
- Signage identifying your site as a PaintCare drop-off site
- Printed educational materials for the public

PaintCare's Transporter Provides Your Site:

- Paint collection bins and liners for cardboard/single-use collection bins
- Labels and/or markings for paint collection bins
- Spill kits (excluding HHW programs)

General Guidelines for Drop-Off Sites

Each PaintCare drop-off site has unique logistical and operational considerations. Each drop-off site must make its own decisions and use its best judgment to operate in the safest manner possible in accordance with applicable law. To ensure the highest standards of safety for you and your staff, drop-off sites must:

- Have appropriate signage that informs the public of the hours of operation
- Accept PaintCare products from participants during your regular advertised or posted operating hours
- Display PaintCare signage to identify you as a drop-off site; signage should be posted in a highly visible area, at the entrance of your site
- Assist and supervise participants when they visit to drop off PaintCare products. Site staff should greet participants and must verify eligibility of the participant and their leftover paint products as PaintCare products
- **IMPORTANT:** Never allow a participant to open a PaintCare product container
- Have adequate space, staffing, and training to collect and store PaintCare products
- Provide a secure space for empty and full collection bins
- Place all PaintCare products immediately in collection bins approved for use by PaintCare and its transporters
- Pack only PaintCare products into collection bins
- Schedule shipments of PaintCare products from your drop-off site
- Maintain all records relating to the program
- Train staff to be familiar with the requirements and practices of this guide

Section 3. Collection Bins and Storage Area

Storage Area and Collection Bin Placement

Establish a dedicated storage area for collection bins and PaintCare products.

Place collection bins on an impermeable surface (i.e., paved asphalt, concrete, or other surface) at all times.

Place collection bins away from ignition sources, storm drains, and floor drains.

Ensure there is adequate ventilation if bins are stored indoors.

If stored outdoors, protect collection bins from the elements (e.g., precipitation, temperature extremes, rain, and snow). Keep collection bins under cover to prevent exposure to precipitation to protect against temperature extremes. If you store collection bins outdoors, you may need approval from your local fire or hazardous materials oversight agency.

Comply with any local fire codes or other regulations that might pertain to your storage of collection bins at your site.

Maintain enough space around collection bins to inspect for leakage and emergency access.

Use good housekeeping standards; keep paint storage areas clean and orderly.

Setting Up, Packing and Maintaining Collection Bins

Collection bins must be set up, used, and closed according to the manufacturer's instructions. PaintCare's transporters should set up the collection bins that they provide, unless otherwise requested by the drop-off site staff.

Ensure liners are inserted in cardboard collection bins. The liners provide secondary containment to contain liquids in the event a can leaks while in storage or transit. Reusable plastic bins that are leak-proof by design don't need liners.

Collection bins must be structurally sound. If you see any evidence of damage to bins (or liners) that may cause a leak or spill, notify PaintCare immediately.

Mark the collection bin with the date the first PaintCare product is placed in it.

Place PaintCare products in bins immediately upon receipt. Keep collection bins closed except when adding PaintCare products.

Pack 5-gallon buckets on the bottom layer of the collection bins for stability.

Pack all PaintCare products (cans, buckets) upright and as tight as possible in the collection bins to protect contents from shifting and leaking in transit.

Do not open containers to verify product.

Do not overfill collection bins; allow enough space for a lid to fit securely.

Do not take PaintCare product out of the bin.

Security

Never allow "self-serve," public access to the collection bins.

The collection bin storage area must be secured and locked when not attended.

Only drop-off site staff should have access to the collection bins and storage area until the collection bins are ready for pick-up by PaintCare's transporter.

Section 4. Identifying and Accepting PaintCare Products

What are PaintCare Products

PaintCare drop-off sites should accept only PaintCare products (architectural paint products) for management under the PaintCare program.

Listed below are the primary examples of architectural paint products accepted by the PaintCare program and paint or paint-related products not accepted by the PaintCare program.

Generally, PaintCare products include latex and oil-based house paint, stains, and clear coatings (varnish, shellac, etc.). The program excludes anything that is:

- In an aerosol spray can
- Intended and labeled "for industrial use only"
- Mostly used in the manufacture of equipment
- On the list of specifically excluded products for some other reason

PaintCare products are classified as either latex (water-based) or oil-based (alkyd) and the classification is important in order to decide how the product should be handled and processed. Knowing how to tell the difference between latex- and oil-based products is also important in determining which types of businesses/organizations can use the PaintCare program (if your site accepts paint from this audience).

PaintCare Products and Non-PaintCare Products

Acceptable products (PaintCare products)

- Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Primers, sealers, undercoaters
- Stains
- Shellacs, lacquers, varnishes, urethanes (single component)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based)
- Metal coatings, rust preventatives
- Field and lawn paints

Unacceptable products (Non-PaintCare products)

- Paint thinner, mineral spirits, solvents
- Aerosol paints (spray cans)
- Auto and marine paints
- Art and craft paints
- Caulking compounds, epoxies, glues, adhesives
- Paint additives, colorants, tints, resins
- Wood preservatives (containing pesticides)
- Roof patch and repair
- Asphalt, tar, and bitumen-based products
- 2-component coatings
- Deck cleaners
- Traffic and road marking paints
- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes

For more information, please see www.paintcare.org/products

If non-PaintCare products end up in a drop-off site's bin, such products will not be returned to the drop-off site and will be managed by PaintCare's transporter. Transporters identify non-PaintCare products and report all instances to PaintCare. PaintCare staff will notify the site of any contamination in the bins. If the problem persists, additional training may be provided.

Acceptable Containers vs. Unacceptable Containers

Before accepting products from participants for management under the PaintCare program, drop-off site staff must (1) check the condition of the container for acceptance in the program, and (2) check the product label to verify that it contains a PaintCare product.

Acceptable

- The PaintCare product must be in its original container*
- The container is labeled as containing one of the designated PaintCare products listed above*
- The container must be in good condition and not leaking*
- The container must be 5 gallons in size or smaller
- The container contains dry latex paint

Not Acceptable

- The container is not original (e.g., paint was transferred into a jar)*
- The container does not have an original label*
- The container is leaking or has no lid*
- The container is larger than 5 gallons
- The container is empty

*Drop-off sites permitted to accept household hazardous waste may accept unlabeled and leaking containers by following the procedures described below.

Unlabeled and Leaking Containers

A drop-off site permitted to accept household hazardous waste may, at its discretion, choose to accept unlabeled and/or leaking containers if it follows the protocols below and otherwise complies with all applicable laws:

Unlabeled Containers

A drop-off site may accept containers that do not have an original label if a staff person appropriately trained in identifying unknown wastes (1) identifies the material in the container as a PaintCare product, and (2) applies a label identifying the contents to the container before placing it in a collection bin.

Leaking Containers

A drop-off site may accept a leaking container or a container with no lid if an appropriately trained drop-off site staff person (1) verifies that the container contains a PaintCare product, (2) places the contents of the leaking/open container into an appropriate substitute container (which can include bulking such PaintCare products into 55-gallon drums), and (3) applies an appropriate label to the substitute container.

Refusing an Unacceptable Product or Container

Do not accept non-PaintCare products from any participant unless they are received as part of normal site operations and are not placed in PaintCare collection bins.

When refusing a PaintCare product, drop-off site staff must explain why the PaintCare product cannot be accepted (e.g., material is not part of the program, cannot accept material from non-exempt generator, etc.). If a participant tries to drop off products that your location cannot manage, refer the participant to an appropriate alternative resource, such as their local household hazardous waste disposal program, garbage transporter, environmental health agency, or public works department. Local contact information is provided at the front of this binder.

Paint Volume Acceptance Rules

The program accepts PaintCare products from households and businesses/organizations.

Households. Households may drop off any volume of PaintCare product, subject to the volume limit set by the site.

Businesses/Organizations. Non-households may also drop off any volume of latex PaintCare product, subject to the volume limit set by the site. Non-households may only drop off oil-based PaintCare products if they comply with federal and state hazardous waste generator rules that, among other criteria, require that the business/organization (1) generates no more than 100 kilograms (about 25 gallons or 220 pounds) of hazardous waste per calendar month, and (2) does not accumulate more than 1,000 kg (about 220 gallons or 2,200 pounds) of hazardous waste at any time. Painting contractors and commercial property owners typically meet these criteria. For more information about these criteria, please visit www.paintcare.org/vsqq

Each business or organization is responsible for determining its own generator status under applicable law.

When a business/organization has oil-based PaintCare products to drop off at your site, it must sign the Paint Drop-Off Log/Form included in this binder to verify that it qualifies to use the program for oil-based paint. The log/form includes an explanation of the requirements. If a business/organization has only latex paint, it does not need to sign the log/form.

Once a business/organization signs the Paint Drop-Off Log/Form, you may accept oil-based paint from that business/organization. (HHW sites and other waste collection programs may need a permit and/or to meet additional legal requirements in order to collect oil-based paint from businesses.) To help ensure legal compliance, unless you're specifically permitted to accept more, you should not accept more than 25 gallons of oil-based paint per calendar month from a qualifying business. Paint Drop-Off Logs/Forms may be reviewed by PaintCare or government agencies and compared with a list of registered hazardous waste generators to verify that only qualified businesses/organizations are using the program for their oil-based paint.

Section 5. Participant Paint Volume

How Much Paint to Accept from Participants

While the PaintCare program intends to collect as many PaintCare products as possible, we recognize that your drop-off site may have storage limitations. PaintCare drop-off sites, in agreement with PaintCare, may limit the amount of PaintCare products they accept per participant, however, drop-off sites must accept up to 5 gallons at a minimum per participant.

What if Bins are Full?

If your collection bins are completely full, inform the participant that you are temporarily unable to accept PaintCare products and redirect them to the nearest alternative PaintCare drop-off site. Refer them to the site locator at www.paintcare.org or the **PaintCare hotline at 855-724-6809**, or ask them to come back at a later date. Contact the PaintCare transporter immediately to have collection bins picked up and replaced.

If a participant has a significant amount of PaintCare products that your location cannot manage, ask the participant to contact PaintCare directly for additional assistance. PaintCare may direct the participant to another drop-off site or offer our Large Volume Pickup service.

Large Volume Pickup (LVP) Service

PaintCare offers a free pick-up service to painting contractors, property managers, households, and others with a large quantity of leftover PaintCare products. Typically, a minimum of 100 gallons (by container size) is required to qualify for the LVP service.

To refer a participant to the LVP service:

- Provide the participant a LVP fact sheet
- Ask the participant to request a pick-up using the online LVP form
- The LVP fact sheet and online form are available at www.paintcare.org (select the "Request a Pickup" button on the homepage)
- For additional questions, refer the participant to PaintCare for assistance

Section 6. Working with Transporters

PaintCare contracts with transporters for the delivery of supplies, delivery of empty collection bins, and pick-up of full collection bins.

Scheduling the Transporter to Pick Up Collection Bins

When you anticipate your collection bins will be full within your site's pick-up timeframe (generally 5 business days in urban areas, 10 business days in rural areas), call your transporter to schedule a pickup, or use their online order system if they have one. The name and contact information of your transporter is provided at the front of this binder.

When establishing an appointment for pick-up, please indicate:

- Your site is a PaintCare drop-off site
- Name of drop-off site and address
- Your name
- Your phone number
- Number of full collection bins to be picked up
- Number of empty collection bins needed for replacement

Preparing Collection Bins for Pickup

On the scheduled pickup day, collection bins and the loading area must be readily accessible to the transporter for quick and efficient loading. Complete the following steps:

- Identify which bins are full and ready for pickup
- Make sure the path between your bins and the transporter's vehicle is clear and at least 4 feet wide to accommodate movement of bins
- Sign and keep copies of any shipping documents for your records

The transporter is responsible for labeling, loading/off-loading collection bins, and preparing shipping documents.

Section 7. Spill Response

Spills

The information in this section will assist with spills from damaged or leaking program containers. It is important that all drop-off site staff understand corrective actions to minimize exposure to people and the environment.

Reporting

Report spills as required by law, summarized in the state-specific guidelines. Contact PaintCare within 24 hours of making such a report.

Spill Response Procedures

Always follow all applicable spill response procedures set forth in your operating permit or as otherwise required by applicable law.

- If a spill is small enough to be managed by drop-off site staff, follow these steps:
- Isolate the area and restrict access to the spill
- Ensure personal safety, put on protective gear (glasses and gloves) provided in the spill kit
- Stop the movement of paint by placing the leaking container upright or in a position where the least amount will spill, and place leaking container in plastic bags provided in spill kit, or into the spill kit container
- Contain the spill by placing absorbent pads or granular absorbent around and on the spill – if outdoors, place barriers around storm drains to prevent a release to the environment
- Collect the contaminated absorbent and place it in plastic bag(s) or spill kit container, along with the leaking container and contaminated PPE, seal the bag(s), label it and place in the collection bin
- Remove any clothing that may be contaminated, wash thoroughly to remove spilled material from your hands or body
- Document the date, location, and amount and type of material spilled
- Replace any used spill control supplies as soon as possible

Section 8. Inspections and Records

Inspections and Record Keeping

Drop-off site staff are responsible for regularly inspecting collection bins and spill kits to ensure that such materials are in proper working order and include any necessary labeling. Please report any damaged bins or other problems to PaintCare immediately so PaintCare may arrange for prompt replacement or repair.

Maintain the following records for a minimum of 3 years:

- Internal and external inspection records
- Paint Drop-Off Logs/Forms (copy provided in this binder)
- Direct Reuse Paint Waivers (copy provided in this binder; only for sites that do reuse)
- Employee training records (copy provided in this binder)
- Shipping documents and/or other documentation required by applicable law for outgoing shipments of PaintCare products



New York Specific Guidelines

Storage Time Limit: 365 days

Site/Program Permit:

To collect the full array of PaintCare Products, all drop-off sites must complete the NYS Postconsumer Paint Collection Program Paint Collection Site Certification Form. Drop-Off sites should maintain an executed copy of this form in their training binder.

Spill Reporting: Any spill of PaintCare Products that enters or threatens to enter waters of the state (including streams and storm drains) and any spill of 10 gallons or more that is not cleaned up immediately must be reported to the DEC Spill Hotline at 1-800-457-4362. Notify PaintCare within 24 hours of making any such spill report.

Basic Local Emergency Contacts

Facility Emergency Coordinator
(name/phone):

Alternate Emergency Coordinator (name/phone):

Fire Department Phone Number

Police Phone Number

Hospital Phone Number

	911
	911

These New York Specific Guidelines are not intended to replace or supersede the requirements that Drop-Off Sites must follow pursuant to their state-issued permits, registrations, or other applicable law. For example, HHW facilities and collection events should follow applicable laws and regulations, including those requirements for HHW events in 6 NYCRR 362-4.2 and those for HHW facilities in 6 NYCRR 362-4.4. Applicable laws and regulations take precedence if there is a conflict with these New York Specific Guidelines

Resolution No. of 2022, a resolution authorizing the replacement of garage door panels and openers at the Transfer Station.

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

WHEREAS, Director of Parks, Recreation, and Maintenance, Dan Clemens, has solicited quotes for the repair or replacement of the overhead doors for the transfer station facilities, and

WHEREAS, Madsen Overhead Doors, Inc., 673 Route 203, Spencertown, NY has submitted the lowest responsive quote for the replacement and repairs of the door components, in an amount not to exceed \$ 9,535.00; now therefore, be it

RESOLVED, that Mr. Clemens is authorized to accept a quote from Madsen Overhead Doors, Inc. for an amount not to exceed \$9,535.00 to be paid from A-8160-200 (General Fund - B&G Transfer Station - Equipment), which will be transferred from A-8160-024 (General Fund – B&G Transfer Station – General Maintenance).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, March 23, 2022 9:46 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Buildings & Grounds
Attachments: 623b24a382ea8-Transfer station overhead door res backup 3.23.22.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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: 04-04-2022

Brief Description: Replace lower panels and openers on transfer station garage doors

Budget #: A-8160-024
Budget Description: Solid waste management - rep & Mntce
\$ Amount: \$9,535.00

Additional Comments/Details: This was discussed during the budget process and money is in there for this job

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: March 23, 2022

**Description: Replace overhead door panels and openers on the 4 doors at
the transfer station garage**

Vendor #1: Madsen Overhead Doors, Inc. \$9,535.00

Vendor #2: Overhead Door Company of Albany \$10,559.00

Vendor #3: Winchip Overhead Door Co., Inc. \$12,100.00

Vendor #4: Adirondack Overhead Door Co., Inc. \$11,418.00

Vendor #5:

Vendor #6:

**Comments: The bottom panel of each door has rusted right through and
no longer seals to keep the weather and rodents out. The openers are worn
out and they do not have safety features on them.
This was discussed during the budget process and money is there for it.**

Decision: MadsenOverhead Doors, Inc. \$9,535.00



Madsen Overhead Doors, Inc.
 673 Route 203
 Spencertown, NY 12165

Estimate

Date	Estimate #
2/17/2022	18212

Phone: 518.392.3883
 Email: info@madsenoverheaddoors.com

Name / Address		Ship To
Town of Clifton Park 477 Clifton Park Center Road Clifton Park, NY 12065		217 Visher Ferry Rd Rexford, NY
PHONE #	SALES REP	EMAIL
518-888-4779	JM	

WE PROPOSE TO FURNISH AND INSTALL	
<p style="text-align: center;">Commercial Replacement sections</p> <p>(4) 12'0" x 24" - Bottom sections w/ bottom rubber seal Color - Brown Remove & dispose old sections</p> <p>(4) Liftmaster Model H-50-1 Heavy Duty 110v commercial side mount hoist assist electric operators with 24v three button control station, manual operation and photo eyes</p> <p>**All electric wiring of operator to be completed by customer after install **MOHD to wire push buttons and photo eyes</p> <p>**Estimate priced using prevailing wage scale and tax exempt **Current pricing valid for 14 days from date of estimate</p> <p>Panels & labor -- \$4108.00 Motors & labor -- \$5427.00</p>	
Total	\$9,535.00

Signature _____

This quotation will become part of any contract or purchase order. All line and low voltage wiring, conduit, disconnects, hook-up of operators, controls and accessories is by others

The Genuine. The Original.



100
YEARS

— Since 1921 —

Albanyohd.com

518-348-0444

Job:

CP Transfer Station / Donny (518-469-0904

Crescent Vischer Ferry Rd

Clifton Park, NY

Prepared For:

Clifton Park Transfer Station

Clifton Park, NY 12065

By:

Overhead Door Company of Albany

Clifton Park, NY

Contact:

Jeff Brooks

Phone: +15183480444

Email: jeff@albanyohd.com

This proposal is valid until Thursday, April 14, 2022



Overhead Door Company of Albany

15 Corporate Dr
Clifton Park, NY 12065-8604
Albanyohd.com

Contact: Jeff Brooks
Phone: +15183480444
Email: jeff@albanyohd.com

This proposal is valid till Thursday, April 14, 2022

Quote: SQBH003647-1 | Created: 3/15/2022 10:12 AM

Job:

CP Transfer Station / Donny (518-469-0904)
Crescent Vischer Ferry Rd
Clifton Park, NY 12065

Prepared For:

Clifton Park Transfer Station
Crescent Vischer Ferry Rd
Clifton Park, NY 12065

Item	Qty
1 REPLACEMENT CS	4
REPLACEMENT Replacement Section, Bottom COMPONENT: SECTIONS: 591, 12' 0" x 24", Ribbed Panel, Industrial Brown, 1 Sect, 3 Pnl, SES, Std Btm Seal	
2 OPERATOR CS 591, 12'0" x 14'1"	4
DOOR: 591, Ribbed Panel, 12'0" x 14'1", 350 LBS, 15" Radius OPERATOR: RSX Trolley, 1/2 HP, 115/208/230V 1Phase 60Hz, 14 Ft Rail, PhotoEyes-Protected (Monitored), Brake, Receiver, Built-In, Std	
3 2" Long Stem Rollers	8
4 Commercial Bottom Fixtures	8
5 OHD Anywhere Kit	4
6 Scissor Lift Rental	1

Total (USD): \$10,559.00

(4) 591 bottom sections / Brown / (4) RSX trolley operators / single phase / (4) sets of commercial bottom fixtures / (8) long stem 2" rollers / Door #1 cables loose / current operators are non-compliant so no work can be completed without upgrading operators / power will need to be moved (by others) to supply new operators on trolley system 14' from door / scissor lift rental included

Terms and Conditions

Overhead Door of Albany proposes to furnish materials and labor to install the above-mentioned products.

LEAD PAINT - We are required to test all doors older than 1979 for possible lead paint. If lead is found there will be an additional fee included in your quote for the additional requirements for removal and disposal.

HAUL AWAY - This quote, unless otherwise noted, includes the removal and disposal of existing products if necessary.

OPENING RESPONSIBILITY - Prior to installation, if necessary, openings are to be prepared to specifications provided by Overhead Door. This can be jambs, floors, headers, and other structural objects. Should you require instructions please let us know.



Overhead Door Company of Albany

15 Corporate Dr
Clifton Park, NY 12065-8604
Albanyohd.com

Contact: Jeff Brooks
Phone: +15183480444
Email: jeff@albanyohd.com

ELECTRICAL - All electrical wiring, both primary and secondary, is the responsibility of others.
DEPOSIT - Unless otherwise specified, a 50% deposit must accompany this order and the balance of the sales price must be paid in full upon completion of work.
OWNERSHIP - Overhead Door retains the ownership interest in installed products until paid in full.
*Overhead Door Company of Albany recommends servicing these items at least once a year

**Due to the rapid and unexpected rises in manufacturing costs this price is subject to change without notice and will void the expiration date on this product **

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____

Winchip Overhead Door Co., Inc.

P.O. Box 378
 Glens Falls, NY 12801
 Glens Falls 792-0777/Latham 785-6006
 Saratoga 584-7187/Ticonderoga 585-6115



Estimate

Name / Address
Clifton Park Transfer Station 217 Vischers Ferry Road Rexford, NY 12148 ATTN: Don McCune

Phone #	Fax #	Date	Estimate #
518-792-0777	518-792-0851	3/4/2022	3810
E-mail		Web Site	
winchip@capital.net		www.winchipoverheaddoor.com	

P.O. No.	Terms	Rep	Project
		TA	

Qty	Description	Cost	Total
4	Model Clopay #3591 Steel Insulated Commercial Door Replacement Bottom Sections SIZE: 12'-0" X 24" X 1-5/8" Finished Brown Bottom Weather Seals 8 - Bottom Fixtures 8 - 2" Rollers INSTALLED PRICE: NOTE: 8-12 Weeks Delivery. PO Required.	5,100.00	5,100.00
4	Model #HI-501-L5 LiftMaster Electric Operators 1/2 HP Motors 115 Volts/Single Phase Electric Safety Photo Eyes 4 - 3 Button Control Stations INSTALLED PRICE: NOTE: 8-12 Weeks Delivery. PO Required. NOTE: Scissor Lift Rental Included.	7,000.00	7,000.00
		Sales Tax (0.0%)	\$0.00
		Total	\$12,100.00

Openings are to be prepared by others. Jambs must be plumb and openings square. We assume no obligation for the physical condition of your masonry and disclaim all responsibility for failure of our materials or installation through soft brick, crumbling masonry, etc. Doors will not be painted by us unless definitely mentioned in this quotation. It is agreed that they are to be painted by you, or others, immediately after erection, and on both sides, otherwise we cannot be held responsible for the resultant condition of the wood.

Signature _____

Adirondack Overhead Door Co., Inc.
10 So. Western Ave.
Queensbury, NY 12804
Phone: 518-793-8962 Fax: 518-793-0681

Quotation

Clifton Park Transfer Station
217 Vischer Ferry Road
Rexford, NY 12148

Date: 3/22/2022
Phone: (518)469-0904(Donald)

We Propose to Deliver and Install The Following:

4	12'x24" Raynor TH160 Bottom Section Polyester White Insulated Bottom Section Only	\$4,112.00 (\$1,028.00 each)
	Labor to Install	\$465.00
4	Sets of Cables	\$232.00 (\$29.00 per cable)
8	Bottom Fixtures	\$128.00 (\$16.00 each)
18	Rollers	\$351.00 (\$19.50 each)
4	LiftMaster H Hoist Operators 1/2 Horsepower Single Phase 115 Volts CPS-U Commercial Photo Eyes Inside 3 Button Station	\$6,130.00 (\$1,532.50 each)

ADDITIONAL PARTS AND LABOR EXTRA

This Quotation is For Acceptance Within 30 Days. Thereafter, Prices Are Subject To Change Without Notice.

Wiring by others

Terms: 50% Deposit Balance at Completion

Subtotal: \$11,418.00

Sales: 

Date: 3/22/22

We Accept This Quotation: _____

Date: _____

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

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

WHEREAS, Resolution No. 56 of 2022, authorized the hiring of summer help in the Buildings and Grounds Department, and

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation, recommends an increase in the rate of pay for seasonal positions to remain competitive with wages offered for other seasonal positions, and has therefore recommended that the individuals listed in Schedule A be amended to the revised hourly rates and the individuals listed in Schedule B be hired to fill additional seasonal positions as indicated; now, therefore, be it

RESOLVED, that those individuals listed in Schedules A - 2022 Seasonal Employees Revised Hourly Rates and Schedule B – 2022 Seasonal Employees 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

REVISED HOURLY RATES

As of 4/4/2022

Resolution No. of 2022

Duane Nichols 36 Ponderosa Drive Clifton Park NY 12065	\$33.00 per hour	A-7150-E4600 A-7152-E4600 SP5-7151-E4600
Richard Stern Jr. 14 Cloverleaf Drive Ballston Lake NY 12019	\$18.00 per hour	A-7190-E4000
Laurence Lawson Jr. 770 Waite Road Clifton Park NY 12065	\$16.00 per hour (20 hours/week)	A-7190-E4000
John Dworak 78 Meehan Road Mechanicville NY 12118	\$18.00 per hour (20 hours/week)	A-7110-E4000
Margaret Kasky 403 Solomon Ave Clifton Park NY 12065	\$18.00 per hour (20 hours/week)	A-7110-E4000
Kathleen Bogucki 42 Par Del Rio Clifton Park NY 12065	\$18.00 per hour	A-7110-E4000
Michael Spulnick 9 Panarama Court Clifton Park NY 12065	\$16.00 per hour	A-7110-E4000

John Cady
22 Barney Road
Clifton Park NY 12065

\$16.00 per hour

A-7110-E4000

Brendan Spulnick
9 Panarama Court
Clifton Park NY 12065

\$16.00 per hour

A-7110-E4000



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 B

2022 SEASONAL EMPLOYEES

As of 4/4/2022

Resolution No. _____ of 2022

Ronald Gadwah 2 Old Coach Rd Clifton Park NY 12065	\$18.00 per hour	A-8160-E4000
Yule Cook 1447 Armer Road Middle Grove NY 12850	\$19.00 per hour	A-7110-E4000
Ben Frey 15 West Sky Lane Clifton Park NY 12065	\$16.00 per hour	A-7110-E4000
Jacob Stores 2 Manchester Drive Halfmoon NY 12118	\$16.00 per hour	A-7110-E4000
James Laing 1 Woodside Drive Clifton Park NY 12065	\$16.00 per hour	A-7110-E4000
Christopher Daniels 2C Cinnamon Grove Ballston Lake NY 12019	\$18.00 per hour (24 hours/week)	A-7190-E4000

Resolution No. _____ of 2022, a resolution authorizing the sale of equipment declared surplus by the Town Board and authorizing Departments to sell the surplus equipment at public auction.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, & Recreation has identified the items on the attached Schedule A as surplus property, and

WHEREAS, based upon the recommendation of Mr. Clemens, the Town Board declares the 6 items, listed on Schedule A, as surplus; now, therefore, be it

RESOLVED, that the Town Board authorizes the Buildings & Grounds Department to sell the surplus equipment, as is, through an upcoming online public auction.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Monday, March 28, 2022 8:07 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Buildings & Grounds
Attachments: 6241a4fd32374-surplus equipment schedule A 3.28.22.docx

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: **04-04-2022**

Brief Description: **Declare ⁶ items as surplus equipment for online auction sale**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Meg Springli

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Tuesday, March 29, 2022 10:30 AM
To: Meg Springli
Subject: add on car
Attachments: surplus equipment schedule A 3.28.22.docx

Meg,

Attached is the surplus equipment schedule A for my resolution with Phil's car added on.

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



Town of Clifton Park

Buildings & Grounds

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

Resolution No. of 2022

4/4/2022

SCHEDULE A

2001 Ford F350	VIN: 1FTWF33S71ED33341	Buildings & Grounds
2004 Ford E350	VIN: 1FDWE35S0HA70639	Sewer Department
2006 Ford E350	VIN: 1FDWE35S76HB34002	Sewer Department
2014 Chevy Impala	VIN: 2G1WDFE38E1187149	Town Hall
2006 Fisher	500 sized tailgate spreader	Sewer Department
Kifco	Model B140C water wheel	Buildings & Grounds

Resolution No. _____ of 2022, a resolution authorizing the purchase of brine spraying equipment for use by the Buildings and Grounds Department.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation, has requested authorization to purchase new equipment for use by the Buildings and Grounds Department, and

WHEREAS, Mr. Clemens has recommended that the Board approve the purchase of (1) Turbo Turf sprayer and accessories from Turbo Technologies Inc., 1500 First Avenue, Beaver Falls, PA, 15010, as the lowest responsive quote in an amount not to exceed \$4,315.00; now, therefore, be it

RESOLVED, that the Clifton Park Town Board hereby authorizes the purchase of the spraying equipment from Turbo Technologies, as described in the attached documents, at a total cost not to exceed \$4,315.00, to be paid from A-07629-200 (General Fund – Trails – Equipment).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 29, 2022 3:56 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Town Board
Attachments: 624364398f506-brine rig - Amy Standaert - Outlook.pdf; 624364398fed9-Brine rig cover sheet and backup 3.16.22.pdf

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

Department: **Town Board**
Your email: **astandaert@cliftonpark.org**

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

Requested Meeting Date: **04-04-2022**

Brief Description: **Brine spraying rig for winter trail maintenance to reduce salt usage. This rig can also be used in spring for watering plants**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Meg Springli

From: Amy Standaert <AStandaert@cliftonpark.org>
Sent: Tuesday, March 29, 2022 4:09 PM
To: Meg Springli
Subject: Fwd: brine rig
Attachments: Brine rig cover sheet and backup 3.16.22.pdf

Here you go.

Thank you!

Amy Standaert
Clifton Park Councilwoman
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065
Cell: 518-881-5419
Office: 518-371-6651

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Wednesday, March 16, 2022 9:09:11 AM
To: Amy Standaert <AStandaert@cliftonpark.org>
Subject: brine rig

Amy,

We have secured pricing on the brine spraying rig that we talked about. The packet is attached. The low quote is \$4,315.00. This is a very nice rig that will fit on our Ford Ranger or a larger truck if so desired. It has an electric motor driven pump, others we found had gasoline engines, which we do not want. Kieran and I have also done some research on the brine set up. We met with Malta Highway Superintendent, and he showed us their set up. We can get the brine from NYS DOT. We go to DOT site at exit 17 and haul the brine back to a storage tank, that we can keep at the transfer station. The state will give us the brine and they ask that we purchase some salt for them to make enough brine to equal what we use. The brine making process uses water softener grade salt, which we can purchase at state contract pricing. So, easy deal there. We would need to get some of the molasses type of ice melting material to store also and then we mix it ourselves. Usually run about 80% brine 20% ice melting liquid. That pricing we can get in the fall. The storage tanks can also be taken care of over the summer. Malta has a large set up, ours would be a much smaller version. This molasses type material can also be mixed in with our salt to cut the usage of salt in half wherever we use it. This spray rig can also be used all summer for watering flowers, plants, and trees. If we can get some funding and move forward with the rig purchase, we can use it this season. I can work on pricing for the tanks and set up over the summer and be ready to start using the brine on the trails this fall. If this rambling email leaves you with a ton of questions, I would be happy to meet or talk with you.

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

Turbo Technologies Inc.

1500 First Ave.
 Beaver Falls, PA 15010
 USA

Voice: 1(800)822-3437
 Fax: 1(724)846-3470

QUOTATION

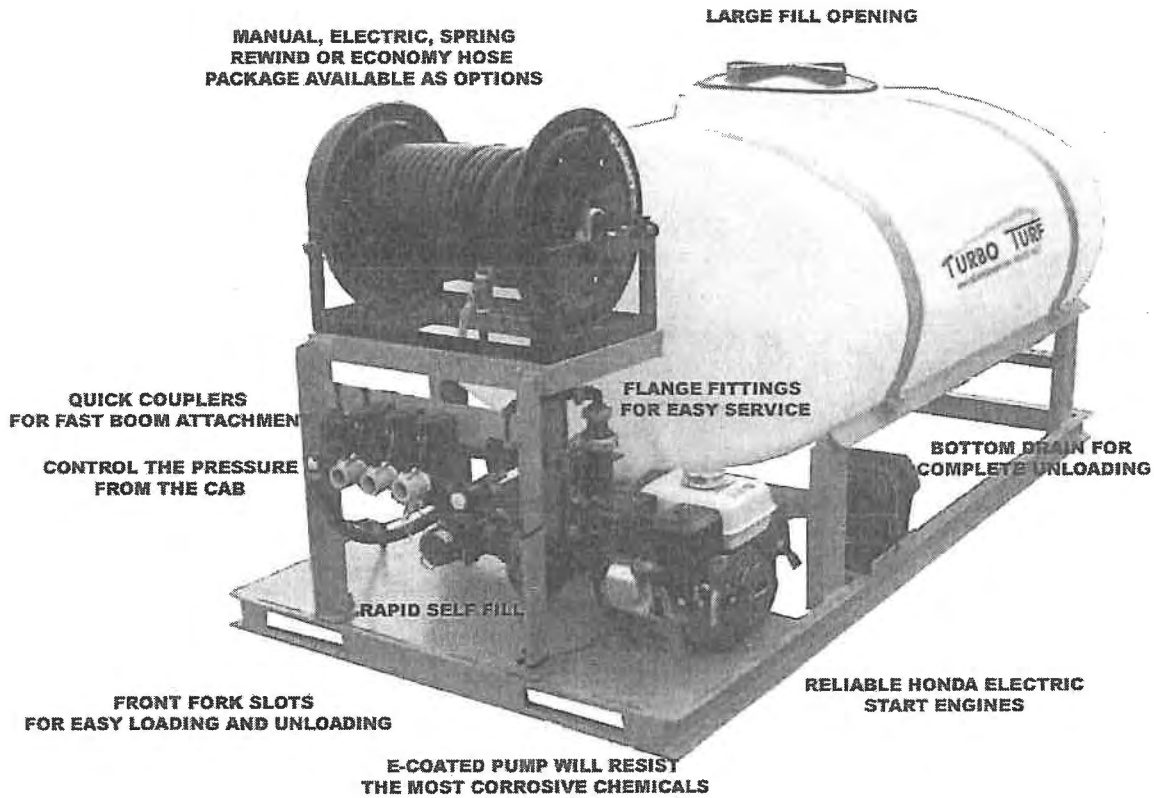
Quote Number: 510057
 Quote Date: Mar 8, 2022
 Page: 1

Quoted To:

Town of Clifton Park
 Buildings & Grounds
 1 Town Hall Plaza
 Clifton Park, NY 12065
 USA

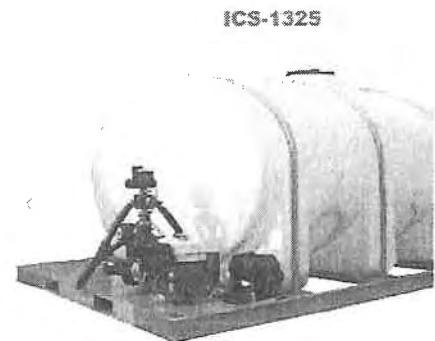
Customer ID	Good Thru	Payment Terms	Sales Rep
Town of Clifton Park	5/8/22	PO	Badger Rob

Quantity	Item	Description	Unit Price	Amount
1.00	ICS-200E	ICS-200E, 200 gallon (Sotera) 12 volt, 11 GPM ice control sprayer, wired in cab toggle switch and clips for battery	2,390.00	2,390.00
1.00	B1-1T Electric	Turret boom for electric Ice Sprayers	595.00	595.00
1.00	ICHR 08	ICHR Hose reel with 50' hose, gun, and nozzle for de-icing	845.00	845.00
			Subtotal	3,830.00
			Sales Tax	
			Freight	485.00
			TOTAL	4,315.00

Call Us Today! 1.500.822.3437 | turboturf@hotmail.com**TURBO TURF**[Home](#)[Prices & Spec's](#)[Advantages](#)[Chemical Suppliers](#)[Contact Us](#)

We try our best to make Turbo Turf Brine Sprayers the best units on the market. From structural steel frames for strength to the ability to self fill without needing a second pump. Turbo Turf uses premium valves for long life and trouble free performance, over-sized strainers to keep you spraying longer with less service. Flange fittings in case you ever do need to service them. Ace E-Coated pumps that give you the spray power to spray at any speed you want to go and are impervious to even caustic chemicals. The three lane controller lets you control each section individually and adjust the pressure on the go.

Our booms are shielded on three sides to keep snow, ice and rocks from damaging the nozzles. The center section has a turret assembly that allows you to dial in the nozzle you want from a straight stream to three stream to fan and have a check valve so they stop spraying instantly when you turn them off and don't drip for a half mile as you go down the road. They mount quickly and just slide into a standard truck receiver and connect with cam lock fittings. On our three lane booms the extender nozzles allow you to spray from 28-32 feet in one pass and control each section individually yet the boom does not extend beyond your vehicle.



Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: March 16, 2022

**Description: Brine spraying rig for use on paved paths.
This can also be used during the summer to water plants**

Vendor #1: Grainger \$6,423.18

Vendor #2: Brennan Landscaping \$5,868.00

Vendor #3: Turbo Technologies \$4,315.00

Vendor #4:

Vendor #5:

Vendor #6:

Comments: Turbo technologies unit is electric, which is preferd. The other two are gasoline powered.

Decision: Turbo Technologies \$4,315.00

Products Based on Your Search



SNOWEX
Salt Sprayer, 300 gal Capacity, Hopper Material Polyethylene, Frame Powder Coated Steel

Web Price
\$7,141.83 / each



SNOWEX
Push Sprayer, 12 gal Capacity, Pneumatic Wheel Type, Broadcast...

Web Price
\$1,522.31 / each



SNOWEX
Spreader Extension

Web Price
\$327.60 / each

Related Categories

Tailgate Spreader

Sprayers and

Outdoor Equipme

Product Categories / Outdoor Equipment / Sprayers and Spreaders / Tailgate Spreaders / Salt Sprayer, 200 gal Capacity, Hopper Materi...



SNOWEX

Salt Sprayer, 200 gal Capacity, Hopper Material Polyethylene, Frame Powder Coated Steel

Item #446V09
UNSPSC #27112907

Mfr. Model #VSS-2000
Catalog Page #N/A

Country of Origin USA. Country of Origin is subject to change.

Web Price
\$6,423.18 / each

This item requires special shipping, additional charges may apply.

Qty
1

Add to Cart

Ship

Pickup

Ships from supplier. Expected to arrive on or before Wed. Mar 16.

Ship to 12065 | Change

Shipping Weight 450 lbs

Ship Availability Terms

Add to List

Technical Specs

Item	Salt Sprayer	Frame	Powder Coated Steel
For Use With	Flatbeds, Pick-Ups	Height	64 in
Capacity	200 gal	Width	82 in
Spread Width	Up to 25 ft	Depth	88 in
Mount Type	Bed	Includes Mounting Hardware	Yes
Hopper Material	Polyethylene		

Compliance and Restrictions

This item is restricted for international sale.



451 Peek St
Schenectady, NY 12308

518 346-8266

www.brennanlandscapinginc.com

Town of Clifton Park Grounds
2 Town Hall Plaza
Clifton Park, NY 12065



Estimate

Proposal Date: 2/14/2022

Proposal #: 10819

Project:

Ship To

Description	Qty.	Rate	Total
230 GALLON SKID MOUNTED SPRAYER SYSTEM 44" WIDE x 76" LONG, 2600@ WET WEIGHT, ALL POLY MAINTENANCE FREE SKID AND PLATFORM WITH STAINLESS STEEL FASTENERS, 5.5 HP HONDA INDUSTRIAL MOTOR W/ LOW OIL ALERT, 2" POLY SELF-PRIMING PUMP, 1" ELECTRIC VALVE, 1" MANUAL VALVE, 66" SPRAY BAR WITH 5 FLAT FAN NOZZLES AND 5 DRILL TIPS, REESE HITCH ADAPTOR FOR SPRAY BAR, AND ON/OFF CONTROLLER WITH CAB MOUNTED SWITCH	1	5,499.00	5,499.00
1" SPRAY LANCE with 20' of 1" hose APPROXIMATE SHIPPING CHARGE to 12308 ** PRICES SUBJECT TO CHANGE ** Quoted price is valid for 30 days APPROX LEAD TIME IS 10-12 WEEKS	1	369.00	369.00

CUSTOM BUILT UNIT

We impose a price adjustment on non-cash transactions that is not greater than our cost of acceptance.

Total \$5,868.00



Find us at Twitter, we are BrennanLand or on Facebook we are Brennan Landscaping.

Kieran Lynch

From: Tim Brennan <info@snowandicebgone.com>
Sent: Monday, February 14, 2022 8:25 AM
To: Kieran Lynch
Subject: Sprayer

This is a 525 gallon sprayer. Similar to the 230 gallon



tank.

Thank You,

Tim Brennan
Ask us about Soil Boost for your lawn!
Visit our websites.

Resolution No _____ of 2022, a resolution to authorize the purchase of large screen tvs for use as monitors in the Wood Room, Conference Rooms, and Building and Planning Departments to improve viewing and markup of electronic records and presentations during plan reviews and board meetings.

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 will be primarily used as a parcel management and review software as a service SAAS system, eventually reducing the amount of paper submitted and copied for Town reviews and applications, and

WHEREAS, Director of Building and Development, Steve Myers, and Director of Planning, John Scavo wish to mount large monitors for the purposes of conducting reviews and presentations in the office and at Board Meetings, and

WHEREAS, after consultation with ABS Solutions, vendors were contacted for pricing and availability of 55", 65" and 75" QLED TV/monitors with Best Buy showing lowest price and availability for the TVs as shown in Schedule A, at a cost not to exceed \$4,929.93, 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 (4) 75" Vizio TVs, (2) 65" Vizio TVs, and (1) 55" Insignia TV as listed the attached Schedule A, from Best Buy as the best value, and be it further

RESOLVED, that the Comptroller is authorized to transfer from contingency \$4,929.93 to A-1620-200 (General Fund – Town Hall Operations – Equipment).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 29, 2022 10:41 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 IT Committee
Attachments: 62431a7d0e096-Large Screen TV Procurement.pdf

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

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

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

Requested Meeting Date: **04-04-2022**

Brief Description: **Authorize the procurement of large screen monitors for the Board Room, conference rooms and Building and Planning Departments to improve viewing/markup of electronic records during plan reviews and board meetings.**

Budget #:
Budget Description:
\$ Amount: **4929.93**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Location	55"	65"	75"	SubTotal
Wood Room	1		1	
Conference Room B			1	
Conference Room C			1	
Planning Department		1		
Building Department		1	1	
Quantity	1	2	4	

Best Buy 75"

Hi Sense Model 75U6G	\$ 799.00	Limited Stock - can't get 4	
Vizio MG Series M75Q6-J03	\$ 849.99	Available	\$ 3,399.96
TCL Class 5 75S546	\$ 899.00	Available	
LG NanoCell	\$ 899.00	Limited Stock - can't get 4	

Sam's Club 75"

Samsung Class Q6	\$1,199.00	Out of stock	
Samsung Class Q7	\$1,597.99	Available	

Target 75"

LG NanoCell	\$ 899.00	Limited - can't get 4	
LG 75UP7070PUD	\$ 799.00	Limited - can't get 4	
Vizio V755J04	\$ 749.00	Limited - can't get 4	

Best Buy 65"

Vizio M65Q6-J09	\$ 549.99	Available	\$ 1,099.98
Insignia NS-65F501NA22	\$ 559.99	Available	
Hisense 65U6G	\$ 649.99	Available	
TCL 65S546	\$ 699.99	Available	

Sam's Club 65"

Samsung Class Q6	\$ 797.99	Out of Stock	
Samsung Class Q7	\$1,097.99	Available	

Target 65"

Vizio QLED M65Q6-J09	\$ 599.99	Available	
Vizio QLED M70Q7-503	\$ 799.99	Available	

Best Buy \$5⁴⁴

Hisense 55U6G	\$ 449.99	Available	
TCL 55R646	\$ 699.99	Available	
Insignia NS-55F501NA22	\$ 429.99	Available	\$ 429.99
Samsung QN55A60AAFXZA	\$ 699.99	Available	

Sam's Club 55"

Samsung Class Q6	697.99	Available	
Samsung Class Q7	847.99	Available	

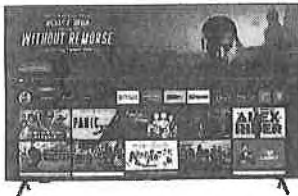
Target 55"

Vizio M55Q6-J01	\$ 449.00	Available	
VizioM58Q7-J01	\$ 599.99	Available	

Total

\$ 4,929.93

Compare Products



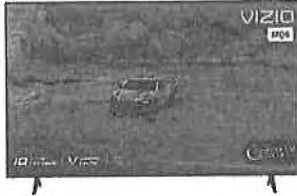
Insignia™ - 55" Class F50 Series QLED 4K UHD Smart Fire TV
Insignia™ - 55" Class F50 Series QLED 4K UHD Smart Fire TV

Model: NS-55F501NA22
 SKU: 6450248

★★★★☆ (586)

\$429.99
~~\$499.99~~

Add to Cart



VIZIO - 75" Class M6 Series Premium Quantum LED 4K UHD Smart TV
VIZIO - 75" Class M6 Series Premium Quantum LED 4K UHD Smart TV

Model: M75Q6-J03
 SKU: 6468033

★★★★☆ (110)

\$849.99
~~\$999.99~~

Add to Cart



VIZIO - 65" Class M6 Series Premium Quantum LED 4K UHD Smart TV
VIZIO - 65" Class M6 Series Premium Quantum LED 4K UHD Smart TV

Model: M65Q6-J09
 SKU: 6468030

★★★★☆ (190)

\$549.99
~~\$679.99~~

Add to Cart

All Specs

Highlight differences

Key Specs

	Insignia™ - 55" Class F50 Series QLED 4K UHD Smart Fire TV	VIZIO - 75" Class M6 Series Premium Quantum LED 4K UHD Smart TV	VIZIO - 65" Class M6 Series Premium Quantum LED 4K UHD Smart TV
Display Type	LED	LED	LED
Resolution	4K (2160p)	4K (2160p)	4K (2160p)
Screen Size	55 inches	75 inches	65 inches
High Dynamic Range (HDR)	Yes	Yes	Yes
High Dynamic Range Format	Dolby Vision, HDR 10, Hybrid Log-Gamma (HLG)	Dolby Vision, HDR 10+, HDR 10, Hybrid Log-Gamma (HLG)	Dolby Vision, HDR 10+, HDR 10, Hybrid Log-Gamma (HLG)
LED Panel Type	QLED	Quantum LED	Quantum LED
Backlight Type	Direct Lit	Direct Lit	Direct Lit
Refresh Rate	60Hz	60Hz	60Hz
Motion Enhancement Technology	Dynamic Motion Rate 120	Dynamic Motion Rate 120	Dynamic Motion Rate 120
Specific Manufacturer Technologies	—	—	—
Smart Platform	Fire TV	SmartCast	SmartCast

What do the dashes mean?

Recommendations

Search for similar items

Or

[Hide suggestions](#)



Insignia™ - 65" Class F50 Series QLED 4K UHD Smart Fire TV
Insignia™ - 65" Class F50 Series QLED 4K UHD...

★★★★☆ (112)

\$559.99

Add to compare



Insignia™ - 65" Class F30 Series LED 4K UHD Smart Fire TV
Insignia™ - 65" Class F30 Series LED 4K UHD Sma...

★★★★☆ (1,068)

\$449.99

Add to compare



Insignia™ - 55" Class F30 Series LED 4K UHD Smart Fire TV
Insignia™ - 55" Class F30 Series LED 4K UHD Sma...

★★★★☆ (1,878)

\$329.99

Add to compare



Insignia™ - 58" Class F30 Series LED 4K UHD Smart Fire TV
Insignia™ - 58" Class F30 Series LED 4K UHD Sma...

★★★★☆ (435)

\$479.99

Add to compare

[Help](#)

Featured Streaming Services ⓘ

Apple TV+, Disney+, Hulu, Netflix, Prime Video, Sling TV, YouTube

Number of **HDMI Inputs (Total)**

Works With ⓘ —

Voice Assistant Built In ⓘ

Apple TV+, Crackle, Disney+, Fandango, Fubo TV, HBO Max, Hulu, iHeartRadio, Netflix, Pandora, Paramount+, Peacock, Prime Video, Sling TV, Redbox, Tubi, Vudu, XUMO, YouTube, YouTube TV

3

Amazon Alexa, Google Assistant, Siri

No

Apple TV+, Crackle, Disney+, Fandango, Fubo TV, HBO Max, Hulu, iHeartRadio, Netflix, Pandora, Paramount+, Peacock, Prime Video, Sling TV, Redbox, Tubi, Vudu, XUMO, YouTube, YouTube TV

3

Amazon Alexa, Google Assistant, Siri

No

General

Product Name
55" Class F50 Series QLED 4K UHD Smart Fire TV

Brand Insignia™

Model Number NS-55F501NA22

Series ⓘ F50 Series

Model Year 2021

Color Black

Color Category Black

VIZIO - 75" Class M6 Series Premium Quantum LED 4K UHD Smart TV

VIZIO

M75Q6-J03

MQ6 Series

2021

Black

Black

VIZIO - 65" Class M6 Series Premium Quantum LED 4K UHD Smart TV

VIZIO

M65Q6-J09

MQ6 Series

2021

Black

Black

ⓘ [What do the dashes mean?](#)

Dimension

Product Height With Stand 30.4 inches

Product Width 61 inches

Product Depth With Stand 13.1 inches

Product Height Without Stand 28.6 inches

Product Depth Without Stand 2.9 inches

Product Weight With Stand 55.12 pounds

Product Weight Without Stand 54.01 pounds

Stand Width 13.5 inches

Stand Depth —

Adjustable Stand Width ⓘ No

38.2 inches

61.1 inches

13.1 inches

35.4 inches

2.9 inches

55.12 pounds

54.01 pounds

—

13.1 inches

No

35.38 inches

56.84 inches

11.8 inches

32.72 inches

2.5 inches

42.33 pounds

41.23 pounds

—

11.8 inches

No

ⓘ [What do the dashes mean?](#)

Box Dimension

Height 34.0157 inches

Width 53.5433 inches

Depth 7.2835 inches

41.7 inches

7.9 inches

66.9 inches

39.57 inches

7.36 inches

66.42 inches

ⓘ [What do the dashes mean?](#)

Display

Display Type LED

Resolution ⓘ 4K (2160p)

Screen Size ⓘ 54.5 inches

Screen Size Class ⓘ 55 inches

High Dynamic Range (HDR) ⓘ

High Dynamic Range Format ⓘ HDR10, Dolby Vision

Picture Quality Enhancement Technology ⓘ

LED Panel Type ⓘ QLED

Backlight Type ⓘ Direct Lit

Curved Screen No

Refresh Rate ⓘ 60Hz

LED

4K (2160p)

74.5 inches

75 inches

Yes

Dolby Vision, HDR 10+, HDR 10, Hybrid Log-Gamma (HLG)

Active HDR

Quantum LED

Direct Lit

No

60Hz

LED

4K (2160p)

64.5 inches

65 inches

Yes

Dolby Vision, HDR 10+, HDR 10, Hybrid Log-Gamma (HLG)

Active HDR

Quantum LED

Direct Lit

No

60Hz

ⓘ [What do the dashes mean?](#)



VIZIO - 50" Class M6 Series Premium Quantum LED 4K UHD Smart TV

[VIZIO - 50" Class M6 Series Premium Quantu...](#)

★★★★☆ (107)

\$399.99

Add to compare



Samsung - 65" Class 7 Series LED 4K UHD Smart Tizen TV

[Samsung - 65" Class 7 Series LED 4K UHD Smart...](#)

★★★★☆ (10,132)

\$529.99

Add to compare



VIZIO - 65" Class V-Series LED 4K UHD Smart TV

[VIZIO - 65" Class V-Series LED 4K UHD Smart TV](#)

★★★★☆ (360)

\$499.99

Add to compare



Samsung - 65" Class 8000 Series LED 4K UHD Smart Tizen TV

[Samsung - 65" Class 8000 Series LED 4K UHD Sma...](#)

★★★★☆ (1,001)

\$649.99

Add to compare



Samsung - 55" Class 7 Series LED 4K UHD Smart Tizen TV

[Samsung - 55" Class 7 Series LED 4K UHD Smart...](#)

★★★★☆ (6,179)

\$399.99

Add to compare



VIZIO - 58" Class V-Series LED 4K UHD Smart TV

[VIZIO - 58" Class V-Series LED 4K UHD Smart TV](#)

★★★★☆ (134)

\$399.99

Add to compare [Help](#)

Motion Enhancement Technology ⓘ	Dynamic Motion Rate 120	Dynamic Motion Rate 120
Closed Captioning ⓘ	Yes	Yes
Language(s) Displayed ⓘ	English, French, Spanish	English, French, Spanish
3D Technology ⓘ	—	—
Maximum Contrast Ratio (Native) ⓘ	—	—

[Show more](#)

Feature

ⓘ [What do the dashes mean?](#)

Remote Control type	Standard, Voice control	Standard, Voice control
Specific Manufacturer Technologies ⓘ	—	—
Smart Capable ⓘ	Yes	Yes
Smart Platform ⓘ	SmartCast	SmartCast
Featured Streaming Services ⓘ	Apple TV+, Crackle, Disney+, Fandango, Fubo TV, HBO Max, Hulu, iHeartRadio, Netflix, Pandora, Paramount+, Peacock, Prime Video, Sling TV, Redbox, Tubi, Vudu, XUMO, YouTube, YouTube TV	Apple TV+, Crackle, Disney+, Fandango, Fubo TV, HBO Max, Hulu, iHeartRadio, Netflix, Pandora, Paramount+, Peacock, Prime Video, Sling TV, Redbox, Tubi, Vudu, XUMO, YouTube, YouTube TV
Screen Mirroring ⓘ	Yes	Yes
Screen Mirroring Technology	Apple AirPlay 2, Chromecast	Apple AirPlay 2, Chromecast
TV/DVD Combo	—	—
V-Chip ⓘ	—	—
TV Tuner ⓘ	Digital	Digital
Indoor Or Outdoor Use ⓘ	—	Indoor
Text-To-Speech ⓘ	—	—
Content Sharing ⓘ	Mobile to TV	Mobile to TV

Connectivity

ⓘ [What do the dashes mean?](#)

Number of HDMI Inputs (Total)	3	3
Number of HDMI 2.1 Inputs	—	—
Number of HDMI 2.0 Inputs	—	—
HDMI Audio Return Channel (ARC) ⓘ	Yes	Yes
Number Of USB Port(s) (Total) ⓘ	1	1
Number of USB 2.0 Ports	—	—
Ethernet Port(s) ⓘ	Yes	Yes
RF Antenna Input ⓘ	Yes	Yes
Bluetooth Enabled ⓘ	Yes	Yes
Bluetooth Version ⓘ	5.0	5.0
Network Connectivity	Built-in Wi-Fi, Ethernet	Built-in Wi-Fi, Ethernet
Number of Digital Optical Audio Outputs	1	1
Number of Component Video Inputs ⓘ	0	0
Number of Composite Video Inputs ⓘ	1	1
Number of DVI Inputs ⓘ	0	0
Headphone Jack ⓘ	—	—
Number of Analog Audio Outputs	1	1

Compatibility

ⓘ [What do the dashes mean?](#)

VESA Wall Mount Standard ⓘ	400mm x 200mm	400mm x 200mm
Works With ⓘ	Amazon Alexa, Google Assistant, Siri	Amazon Alexa, Google Assistant, Siri
Voice Assistant Built-in ⓘ	No	No

Help

Audio

[What do the dashes mean?](#)

Built-In Speaker ^{Yes}	Yes	Yes
Surround Sound Supported ^{DTS Virtual:X} ⓘ	DTS Virtual:X	DTS Virtual:X
Speaker Output [—]	10 watts	9 watts
Built-in Speaker Type ⓘ	—	—

Power

[What do the dashes mean?](#)

ENERGY STAR Certified ⓘ	No	No
EPEAT Qualified ⓘ	No	No
Estimated Annual Operating Cost ⓘ	47 United States dollars	31 United States dollars
Estimated Annual Electricity Use ⓘ	394 kilowatt hours	254 kilowatt hours
Rechargeable Battery (Remote Control)	—	No
Battery Size (Remote Control) ⓘ	—	AAA
Number Of Batteries Required (Remote Control)	—	2
Number of Batteries Included (Remote Control)	—	2
Battery Type (Remote Control)	—	—

Included

[What do the dashes mean?](#)

Stand Included ^{Yes}	Yes	Yes
Cable(s) Included	—	—
Wall Mount Included	—	—

Warranty

[What do the dashes mean?](#)

Manufacturer's Warranty - Parts ^{12 months}	1	1
Manufacturer's Warranty - Labor ^{12 months}	1	1

Other

[What do the dashes mean?](#)

UPC 600603273667	845226021206	845226019661
------------------	--------------	--------------

Reviews & Ratings

Customer Ratings

☆☆☆☆☆ (586)

89% would recommend to a friend

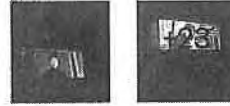
☆☆☆☆☆ (110)

93% would recommend to a friend

☆☆☆☆☆ (190)

88% would recommend to a friend

Customer Images



Expert Rating

—

8 expert reviews
☆☆☆☆☆ 4.2

[See all](#)

8 expert reviews
☆☆☆☆☆ 4.2

[See all](#)

What People Are Saying

Pros

"What a huge difference the size made on the wall not to mention the picture quality with the OLED is just fantastic!"

Picture
(37 Mentions)

Price
(29 Mentions)

Design
(9 Mentions)

Cons

Not enough negative mentions yet.

Pros

"The picture is clear and it has tons of apps and activities."

Picture
(43 Mentions)

Price
(29 Mentions)

Set Up
(16 Mentions)

Cons

Not enough negative mentions yet.

Pros

"The picture is very vibrant the colors on everything pops but not too bright just perfect."

Picture
(78 Mentions)

Price
(52 Mentions)

Sound Quality
(29 Mentions)

Cons

"Just purchased this TV and after setup I found that the Vizio sound bar is not Working as expected."


Sound Bar
(2 Mentions)


Defective
(2 Mentions)


Noise
(2 Mentions)

Availability


Delivery in 8 days


 **Pickup:** Ready in 1 hour at Albany
[See all pickup locations](#)


 **\$69.99 Delivery:** As soon as Tue, Apr 5
[Estimates for 12065](#)

 **Installation:** Unable to provide a date right now
More installation info is available in checkout


Delivery in 8 days

 **Pickup:** Ready in 1 hour at Albany
Act Fast – Only 1 left at your store!
[See all pickup locations](#)


 **FREE Delivery:** As soon as Tue, Apr 5
[Estimates for 12065](#)

 **Installation:** Unable to provide a date right now
More installation info is available in checkout

Delivery in 8 days

 **Pickup:** Ready in 1 hour at Albany
Act Fast – Only 1 left at your store!
[See all pickup locations](#)

 **FREE Delivery:** As soon as Tue, Apr 5
[Estimates for 12065](#)

 **Installation:** Unable to provide a date right now
More installation info is available in checkout

Current Offers



[Visit our Support Center](#)



[Check your Order Status](#)



[Shipping, Delivery & Store Pickup](#)



[Returns & Exchanges](#)



[Price Match Guarantee](#)

[Help](#)

[Check Order Status](#)
[Shipping, Delivery & Pickup](#)
[Returns & Exchanges](#)
[Price Match Guarantee](#)
[Product Recalls](#)
[Trade-In Program](#)
[Gift Cards](#)

Payment Options

[My Best Buy® Credit Card](#)
[Pay Your Bill at Citibank](#)
[Lease to Own](#)

[Visit our Support Center](#)
[Shop with an Expert](#)
[Schedule a Service](#)
[Manage an Appointment](#)
[Protection & Support Plans](#)
[Haul Away & Recycling](#)
[Contact Us](#)

Rewards & Membership

[Best Buy Totaltech](#)
[My Best Buy](#)
[View Points & Certificates](#)
[Member Offers](#)

[Affiliate Program](#)
[Advertise with Us](#)
[Developers](#)
[Best Buy Health](#)
[Best Buy Education](#)
[Best Buy Business](#)

About Best Buy

[Corporate Information](#)
[Careers](#)
[Corporate Responsibility & Sustainability](#)
[Discover & Learn](#)

[Sign in or Create Account](#)

Get the latest deals and more.

Sign Up



[Forums, blogs & more](#)

How was your experience?
[Give feedback about our website](#)

[Mobile Site](#)

[Best Buy Canada](#)

[Accessibility](#) [Terms & Conditions](#) [Privacy](#) [Interest-Based Ads](#) [California Privacy Rights](#) [Do Not Sell My Personal Information](#) [California Supply Chain Transparency Act](#)

In-store pricing may vary. Prices and offers are subject to change. © 2022 Best Buy. All rights reserved. BEST BUY, the BEST BUY logo, the tag design, and MY BEST BUY are trademarks of Best Buy and its affiliated companies.



55 inch qled tv



Your club Latham, NY

Your account Sign in

Cart

Shop by department

Travel & Services Business Center Instant Savings Shop All Savings Member's Mark™ Gift Cards Frequently Ordered

It's on now! Over \$4,000 in Instant Savings* are on here. Shop now.

"55 inch qled tv"

4 results

Filter

All Shipping Pickup Delivery Sort by Relevance

Department

- Televisions and Accessories
- TVs
- 48" - 58"
- Samsung
- TVs & Home Theater
- Samsung QLED
- Electronics Promotion
- Save on Samsung

See more

Screen Size

- 48" - 58" (4)

Brand

- Samsung (4)

Resolution

- 4K UHD (4)

Television Type

- QLED (4)

Product Type

- TVs (4)

Savings

- Show All Savings (1)

Delivery Options

- Free shipping for Plus (4)

Product Rating

Top Rated



SAMSUNG 55" Class Q6-Series 4K Ultra HD Smart QLED TV -...
★★★★★ (1865)

\$697⁹⁹

Free shipping for Plus Shipping

Add to cart

Tech Savings



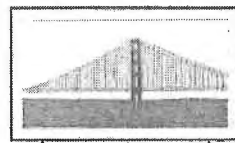
SAMSUNG 55" Class Q7-Series 4K Ultra HD QLED Smart TV -...
★★★★★ (5949)

\$50 off with Tech Savings
~~\$897.99~~ Offer ends April 03
\$847⁹⁹

Free shipping for Plus Shipping

Add to cart

Top Rated



SAMSUNG 55" Class The Frame QLED 4K Ultra HD Smart TV -...
★★★★★ (1415)

\$1,397⁹⁹

Free shipping for Plus Shipping Low in stock

Add to cart

Top Rated



SAMSUNG 55" Class Q8-Series 4K Ultra HD Smart QLED TV...
★★★★★ (1199)

\$1,047⁹⁹

Free shipping for Plus Shipping Out of stock

Out of stock

Showing 1-4 of 4

[California supply chains act](#)

[Responsible disclosure policy](#) [Our ads](#)

[Do not sell my personal information](#)

[Request personal information](#)

[Terms and conditions](#)

© 2022 Sam's West, Inc. All rights reserved.



Enjoy a safe, convenient shopping experience. [Learn more](#)

[Menu](#)

[Search Best Buy](#)



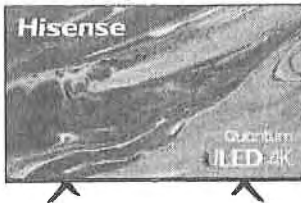
[Albany](#)

[Cart](#)

[Top Deals](#) [Deal of the Day](#) [Totaltech Membership](#)

[Account](#) [Recently Viewed](#) [Order Status](#) [Saved Items](#)

Compare Products



Hisense - 55" Class U6G Series Quantum ULED 4K UHD Smart Android TV
[Hisense - 55" Class U6G Series Quantum ULED 4K UHD Smart Android TV](#)

Model: 55U6G
 SKU: 6455171

★★★★☆ (389)

~~\$549.99~~
\$449.99

[Add to Cart](#)

TCL - 55" Class 6-Series Mini-LED QLED 4K UHD Smart Google TV
[TCL - 55" Class 6-Series Mini-LED QLED 4K UHD Smart Google TV](#)

Model: 55R646
 SKU: 6470273

★★★★☆ (283)

~~\$949.99~~
\$699.99

[Add to Cart](#)

Insignia™ - 55" Class F50 Series QLED 4K UHD Smart Fire TV
[Insignia™ - 55" Class F50 Series QLED 4K UHD Smart Fire TV](#)

Model: NS-55F501NA22
 SKU: 6450248

★★★★☆ (586)

~~\$499.99~~
\$429.99

[Add to Cart](#)

Samsung - 55" Class Q60A Series QLED 4K UHD Smart Tizen TV
[Samsung - 55" Class Q60A Series QLED 4K UHD Smart Tizen TV](#)

Model: QN55Q60AAFXZA
 SKU: 6452372

★★★★☆ (651)

~~\$749.99~~
\$699.99

[Add to Cart](#)

All Specs

Highlight differences

Key Specs

[What do the dashes mean?](#)

	Hisense	TCL	Insignia™	Samsung
Display Type	LED	LED	LED	LED
Resolution	4K (2160p)	4K (2160p)	4K (2160p)	4K (2160p)
Screen Size	55 inches	55 inches	55 inches	55 inches
High Dynamic Range (HDR)	Yes	Yes	Yes	Yes
High Dynamic Range Format	HDR10, HDR10+, Hybrid Log-Gamma (HLG)	—	HDR 10, Dolby Vision	HDR 10+
LED Panel Type	Quantum ULED	Mini-LED QLED	QLED	QLED
Backlight Type	Local Dimming	Full Array Local Dimming	Direct Lit	Edge Lit
Refresh Rate	60Hz	120Hz	60Hz	60Hz
Smart Platform	Android TV	Google TV	Fire TV	Tizen
YouTube Streaming Services	YouTube, Netflix, Google Play Music, Disney+, Twitch, HBO Max, Google Play Movies & TV, Netflix, Tubi, Peacock	Netflix, Prime Video, HBO Max, Peacock, Hulu, Disney+, YouTube, YouTube TV, Vudu, Google Play Movies & TV, Spotify	Apple TV+, Disney+, Hulu, Netflix, Prime Video, Sling TV, YouTube	Apple TV+, Google Play Movies & TV, Hulu, Netflix, Prime Video, SHOWTIME, Sling TV, YouTube
Number of HDMI Inputs (Total)	4	4	4	3

Feature

[What do the dashes mean?](#)

Remote Control Type	Standard	Voice control	Voice control
Smart Capable	Yes	Yes	Yes
Smart Platform	Google TV	Fire TV	Tizen
YouTube Streaming Services	Netflix, Prime Video, HBO Max, Peacock, Hulu, Disney+, YouTube, YouTube TV, Vudu, Google Play Movies & TV, Spotify	Apple TV+, Disney+, Hulu, Netflix, Prime Video, Sling TV, YouTube	Apple TV+, Google Play Movies & TV, Hulu, Netflix, Prime Video, SHOWTIME, Sling TV, YouTube
Screen Mirroring	Yes	Yes	Yes
Screen Mirroring Technology	Chromecast	Miracast, Apple AirPlay 2	SmartThings
Indoor Or Outdoor Use	—	Indoor	Indoor
Text-To-Speech	—	Yes	No
TV Tuner	Digital	Digital	Digital
Content Sharing	—	—	Mobile to TV
TV/DVD Combo	—	—	No
V-Chip	—	—	Yes

Connectivity

[What do the dashes mean?](#)

Number of HDMI Inputs (Total)	4	4	3
HDMI Audio Return Channel (ARC)	—	Yes	Yes
Number Of USB Port(s) (Total)	1	1	2
RF Antenna Input	Yes	Yes	Yes
Network Compatibility	—	Built-in Wi-Fi	Built-in Wi-Fi
Headphone Jack	—	Yes	—
Number of Digital Optical Audio Outputs	1	1	1
Number of Component Video Inputs	0	0	0
Number of Composite Video Inputs	1	1	0
Number of DVI Inputs	0	0	0
Number of HDMI 2.1 Inputs	—	—	0
Number of HDMI 2.0 Inputs	—	—	3
HDBaseT Receiver	—	—	No
Number of USB 2.0 Ports	—	—	2
Bluetooth Enabled	—	—	Yes
Bluetooth Version	—	—	4.2
Number of RS-232 Inputs	—	—	1

Compatibility

[What do the dashes mean?](#)

VESA Wall Mount Standard	—	200mm x 200mm	200mm x 200mm
Voice Assistant	Google Assistant	Amazon Alexa	Amazon Alexa, Google Assistant
Works With	—	—	Amazon Alexa, Google Assistant, SmartThings

Audio

[What do the dashes mean?](#)

Built-In Speakers	—	Yes	—
Surround Sound Supported	—	DTS Virtual:X	Not Applicable

Power

[What do the dashes mean?](#)

ENERGY STAR Certified	No	No	No
EPEAT Qualified	No	No	No
Estimated Annual Operating Cost	31 United States dollars	32 United States dollars	14 United States dollars

What People Are Saying

Pros

"But since we have had it a few days, and I have adjusted the settings the picture has become quite good."

Picture
(182 Mentions)

Price
(143 Mentions)

Value
(62 Mentions)

Pros

"Picture quality is very good for the price, but the software can be a little annoying."

Picture
(138 Mentions)

Price
(77 Mentions)

Gaming
(39 Mentions)

Pros

"What a huge difference the size made on the wall not to mention the picture quality with the OLED is just fantastic!"

Picture
(37 Mentions)

Price
(29 Mentions)

Design
(9 Mentions)

Pros

"Crystal clear picture and sound, excellent quality, tons of features, you rarely go wrong with buying a Samsung."

Picture
(306 Mentions)

Set Up
(103 Mentions)

Price
(87 Mentions)

Cons

"Of note, I did run into a limitation with the AT&T TV Now app - it's what we use for "cable like" content - unfortunately AT&T puts restrictions on what devices the app will run on and Android TV is not one of the supported Android devices, so I have to run that app on my AppleTV."

Apps
(12 Mentions)

Volume
(10 Mentions)

Remote
(7 Mentions)

Cons

"I've had the TV "crash" back to the home screen while playing PS5 a couple of time, and the Google TV software generally needs some optimization work."

Google
(45 Mentions)

Software
(24 Mentions)

Apps
(21 Mentions)

Cons

Not enough negative mentions yet.

Cons

"Like the picture quality, but the sound or volume isn't very good"

Volume
(3 Mentions)

Sports
(3 Mentions)

Availability

Current Offers



[Visit our Support Center](#)



[Check your Order Status](#)



[Shipping, Delivery & Store Pickup](#)



[Returns & Exchanges](#)



[Price Match Guarantee](#)

Order & Purchases

[Check Order Status](#)

[Shipping, Delivery & Pickup](#)

Support & Services

[Visit our Support Center](#)

[Shop with an Expert](#)

Partnerships

[Affiliate Program](#)

[Advertise with Us](#)

[Sign in or Create Account](#)

[Help](#)

Get the latest deals and more.

☰ 55 inch qled



Discontinued for shipping
In stock at Clifton Park
Ready within 2 hours with pickup

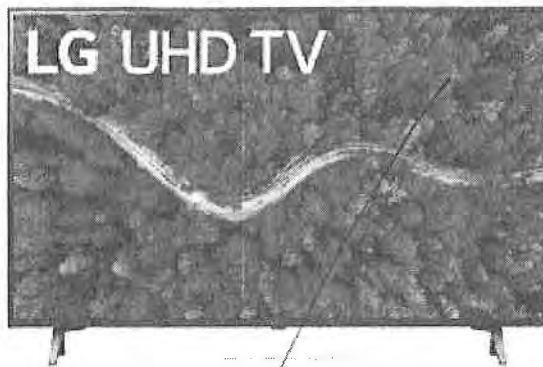
Pick it up



Discontinued for shipping
In stock at Clifton Park
Ready within 2 hours with pickup

Pick it up

sponsored



LG 55" Class 4K UHD Smart LED HDR TV - 55UP8000

LG Electronics
★★★★★ 439



VIZIO M6 Series Premium Quantum LED 55" Class 4K HDR Smart TV - M55Q6-J01

VIZIO
★★★★★ 590



\$449



55 inch qled



VIZIO 4K HDR Smart TV - (M58Q7-J01)

VIZIO

★★★★★ 259

\$599.99

reg \$769.99

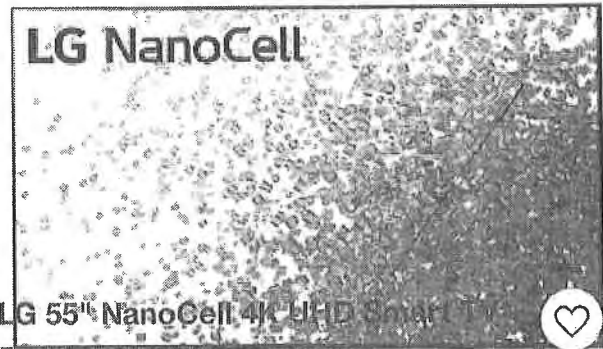
Sale

4K/UHD

Free standard shipping

Not in stores

Add to cart



LG 55" NanoCell 4K UHD Smart TV (55NANO9000PA)

LG Electronics

★★★★★ 173

\$799.99

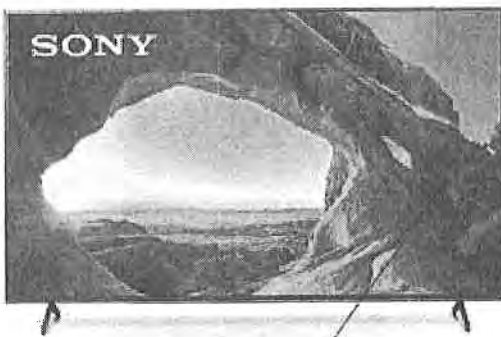
reg \$1,099.99

Sale

Free 2-day shipping

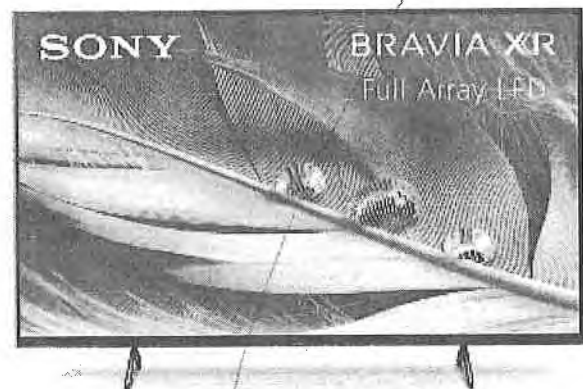
Not in stores

Add to cart



Sony 55" Class 4K Ultra HD LED Smart Google TV with Dolby Vision HDR - KD55X85J

Sony



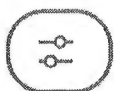
Sony XR50X90J 50" Class BRAVIA XR Full Array LED 4K Ultra HD Smart Google TV with Dolby Vision HDR

My Store • Closes At 10pm
Clifton Park



55 inch qled

How are you shopping today?



Screen Size ▾

60 - 69 inches

Category

Price

Sold by

Popular TV Screen Sizes



4 results for "55 inch qled"

65



VIZIO Quantum Series Quantum Color
**LED 65" Class 4K HDR Smart TV -
M65Q6-J09**

VIZIO
★★★★★ 609

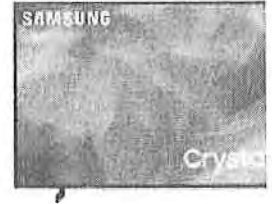
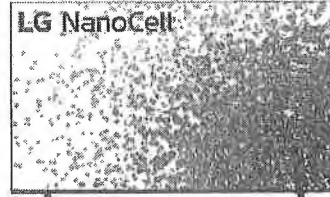
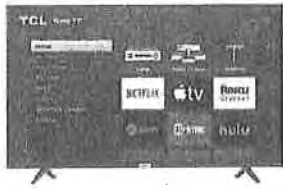
\$599.99
reg \$719.99
Sale



VIZIO Quantum Series Quantum Color
4K HDR Smart TV - (M70Q7-J03)

VIZIO
★★★★★ 256

\$799.99
reg \$1,099.99



Sale: \$479.99

~~\$719.99~~

Reg: \$719.99

TCL 65" Roku 4K UH...

Sale: \$399.99

~~\$479.99~~

Reg: \$479.99

LG 55" Class 4K UH...

Sale: \$499.99

~~\$699.99~~

Reg: \$699.99

LG 55" NanoCell 4K U...

Sale: \$499.99

~~\$629.99~~

Reg: \$629.99

Samsung 55" Sma

sponsored

Get top deals, latest trends, and more.

[Privacy policy](#)

*See offer details. Restrictions apply. Pricing, promotions and availability may vary by location and at Target.com

About Us



Help



Stores



Services



Expect More. Pay Less.

It's on now! Over \$4,000 in Instant Savings* are on here. [Shop now.](#)

"65 inch qled tv"

5 results

Filter

All

Shipping

Pickup

Delivery

Sort by Relevance

Department

Televisions and Accessories

TVs

60" - 70"

Samsung

TVs & Home Theater

Samsung QLED

Electronics Promotion

Samsung Big Game Savings

See more

Screen Size

60" - 70" (5)

Brand

Samsung (5)

Resolution

4K UHD (5)

Television Type

QLED (5)

Product Type

TVs (5)

Delivery Options

Free shipping for Plus (5)

Product Rating

★★★★★ & up (5)

★★★★☆ & up (5)

★★★☆☆ & up (5)

Tech Savings



SAMSUNG 65" Class Q6-Series 4K Ultra HD Smart QLED TV...
★★★★★ (7176)
\$150 off with Tech Savings
~~\$947.99~~ Offer ends April 10
\$797.99

Free shipping for Plus
Shipping
Pickup Out of stock
Check more clubs

Add to cart

Top Rated



SAMSUNG 65" Class Q7-Series 4K Ultra HD Smart QLED TV...
★★★★★ (5970)
\$1,097.99

Free shipping for Plus
Shipping

Add to cart

Top Rated



SAMSUNG 65" Class Q8-Series 4K Ultra HD Smart QLED TV -...
★★★★★ (6324)
\$1,247.99

Free shipping for Plus
Shipping

Add to cart

Top Rated



SAMSUNG 65" Class QN9D-Series 4K Ultra HD Smart Neo QLED TV -...
★★★★★ (1387)
\$1,747.99

Free shipping for Plus
Shipping

Add to cart

Top Rated



65 inch qled tv



Your club
Latham, NY

Your account
Sign in

It's on now! Over \$4,000 in Instant Savings* are on here. [Shop now.](#)

[My Account](#)

[Affiliate Program](#)

Resources

[About Us](#)

[Neweroom](#)

[Careers](#)

[Truckloads](#)

[Exports](#)

[Site directory](#) [Privacy policy](#)

[California privacy rights](#)

[California supply chains act](#)

[Responsible disclosure policy](#) [Our ads](#)

[Do not sell my personal information](#)

[Request personal information](#)

[Terms and conditions](#) © 2022 Sam's West, Inc. All rights reserved. [f](#) [@](#) [v](#) [p](#)

Enjoy a safe, convenient shopping experience. [Learn more](#)

[Menu](#)

[Search Best Buy](#)



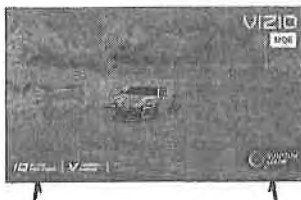
[Albany](#)

[Cart](#)

[Top Deals](#) [Deal of the Day](#) [Totaltech Membership](#)

[Account](#) [Recently Viewed](#) [Order Status](#) [Saved Items](#)

Compare Products



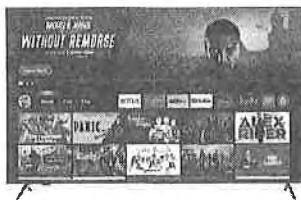
VIZIO - 65" Class M6 Series Premium Quantum LED 4K UHD Smart TV
[VIZIO - 65" Class M6 Series Premium Quantum LED 4K UHD Smart TV](#)

Model: M65Q6-J09
 SKU: 6468030

☆☆☆☆☆ (190)

\$549.99
~~\$679.99~~

[Add to Cart](#)



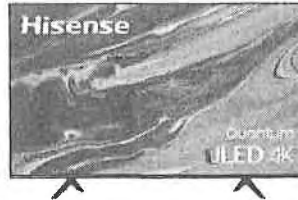
Insignia™ - 65" Class F50 Series QLED 4K UHD Smart Fire TV
[Insignia™ - 65" Class F50 Series QLED 4K UHD Smart Fire TV](#)

Model: NS-65F501NA22
 SKU: 6450249

☆☆☆☆☆ (117)

\$559.99
~~\$649.99~~

[Add to Cart](#)



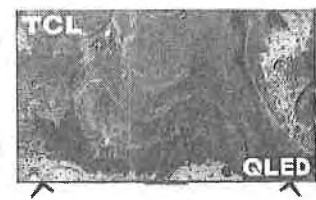
Hisense - 65" Class U6G Series Quantum ULED 4K UHD Smart Android TV
[Hisense - 65" Class U6G Series Quantum ULED 4K UHD Smart Android TV](#)

Model: 65U6G
 SKU: 6457440

☆☆☆☆☆ (340)

\$649.99
~~\$699.99~~

[Add to Cart](#)



TCL - 65" Class 5-Series QLED 4K UHD Smart Google TV
[TCL - 65" Class 5-Series QLED 4K UHD Smart Google TV](#)

Model: 65S546
 SKU: 6470262

☆☆☆☆☆ (81)

\$699.99
~~\$899.99~~

[Add to Cart](#)

All Specs

Highlight differences

Key Specs

[What do the dashes mean?](#)

	VIZIO - 65" Class M6 Series Premium Quantum LED 4K UHD Smart TV	Insignia™ - 65" Class F50 Series QLED 4K UHD Smart Fire TV	Hisense - 65" Class U6G Series Quantum ULED 4K UHD Smart Android TV	TCL - 65" Class 5-Series QLED 4K UHD Smart Google TV
Display Type	LED	LED	LED	LED
Resolution	4K (2160p)	4K (2160p)	4K (2160p)	4K (2160p)
Screen Size	65 inches	65 inches	65 inches	65 inches
High Dynamic Range (HDR)	Yes	Yes	Yes	Yes
High Dynamic Range Format	Dolby Vision, HDR 10, Hybrid Log-Gamma (HLG)	HDR 10, Dolby Vision	Dolby Vision, HDR 10, HDR 10+, Hybrid Log-Gamma (HLG)	-
LED Panel Type	Quantum LED	QLED	Quantum ULED	QLED
Backlight Type	Direct Lit	Direct Lit	Full Array Local Dimming	Full Array Local Dimming
Refresh Rate	60Hz	60Hz	60Hz	60Hz
Smart Platform	SmartCast	Fire TV	Android TV	Google TV

[Help](#)

Backlight Type Direct Lit	Direct Lit	Full Array Local Dimming	Full Array Local Dimming
Curved Screen No	No	No	No
Refresh Rate 60Hz	60Hz	60Hz	60Hz
Motion Enhancement Technology MEMC	—	Motion Rate 240	—
Closed Captioning Yes	—	—	—
Language English, French, Spanish	—	—	—

Feature

[What do the dashes mean?](#)

Remote Control Voice control	Voice control	Voice control	Standard
Smart Capable Yes	Yes	Yes	Yes
Smart Platform SmartCast	Fire TV	Android TV	Google TV
Features Apple TV+, Crackle, Disney+, Fandango, Fubo TV, HBO Max, Hulu, iHeartRadio, Netflix, Pandora, Paramount+, Peacock, Prime Video, Sling TV, Redbox, Tubi, Vudu, XUMO, YouTube, YouTube TV	Apple TV+, Disney+, Hulu, Netflix, Prime Video, Sling TV, YouTube	YouTube, Prime Video, Google Play Music, Disney+, Twitch, HBO Max, Google Play Movies & TV, Netflix, Tubi, Peacock	Netflix, Prime Video, HBO Max, Peacock, Hulu, Disney+, YouTube, YouTube TV, Vudu, Google Play Movies & TV, Spotify
Screen Mirroring Yes	Yes	Yes	Yes
Screen Mirroring Technology Chromecast	Miracast, Apple AirPlay 2	Chromecast	Chromecast
Indoor Or Outdoor Use Indoor	Indoor	—	—
Text-To-Speech Yes	Yes	—	—
TV Tuner Digital	Digital	Digital	Digital
Content Sharing Apple TV	—	—	—

Connectivity

[What do the dashes mean?](#)

Number of HDMI Inputs (Total)	4	4	3
HDMI Audio Return Channel (ARC)	Yes	—	—
Number Of USB Port(s) (Total)	1	2	1
RF Antenna Input	Yes	Yes	Yes
Network Compatibility Wi-Fi, Ethernet	Built-in Wi-Fi	—	—
Headphone Jack	Yes	—	—
Number of Digital Optical Audio Outputs	1	1	1
Number of Component Video Inputs	0	0	0
Number of Composite Video Inputs	1	1	1
Number of DVI Inputs	0	0	0
Ethernet Port(s)	—	—	—
Bluetooth Enabled	—	—	—
Bluetooth Version	—	—	—
Number of Analog Audio Outputs	—	—	—

Compatibility

[What do the dashes mean?](#)

VESA Wall Mount Standard	300mm x 200mm	300mm x 200mm	—
Voice Assistant Built-in	Amazon Alexa	Google Assistant	Google Assistant
Works With Amazon, Alexa, Google Assistant, Siri	—	—	—

Audio

[What do the dashes mean?](#)

Built-In Speakers	Yes	—	—
Surround Sound Supported	DTS Virtual:X	—	—
Speaker Output 8 watts	—	—	—

Help

What People Are Saying

Pros

"The picture is very vibrant the colors on everything pops but not too bright just perfect."

Picture (78 Mentions)

Price (52 Mentions)

Sound Quality (29 Mentions)

Cons

"Just purchased this TV and after setup I found that the Vizio sound bar is not Working as expected."

Sound Bar (2 Mentions)

Defective (2 Mentions)

Noise (2 Mentions)

Pros

"What a huge difference the size made on the wall not to mention the picture quality with the OLED is just fantastic!"

Picture (37 Mentions)

Price (29 Mentions)

Design (9 Mentions)

Cons

Not enough negative mentions yet.

Pros

"I recommend looking at the recommended picture settings on rtngs.com, and adjusting them from there to fit your taste and your specific room/lighting situation."

Picture (156 Mentions)

Price (145 Mentions)

Sound Quality (64 Mentions)

Cons

"Also, HBO Max and other apps do not support all ARC sound, so you'll need to switch over to passive or figure out the best one for your show (each show has different support, even within the same app)."

Apps (10 Mentions)

Speakers (10 Mentions)

Volume (7 Mentions)

Pros

"The picture quality seems solid (I'm not super picky about that), and I dig saying "Hey, Google, turn off the TV" when I'm leaving the room and don't feel like searching for the remote."

Picture (38 Mentions)

Price (18 Mentions)

Set Up (10 Mentions)

Cons

"Going through setup again and now connected to an Ethernet cable the tv does run smoother but I am still having issues with certain apps."

Apps (5 Mentions)

Google (5 Mentions)

Interface (4 Mentions)

Availability

Current Offers



[Visit our Support Center](#)



[Check your Order Status](#)



[Shipping, Delivery & Store Pickup](#)



[Returns & Exchanges](#)



[Price Match Guarantee](#)

Order & Purchases

[Check Order Status](#)

[Shipping, Delivery & Pickup](#)

[Returns & Exchanges](#)

Support & Services

[Visit our Support Center](#)

[Shop with an Expert](#)

[Schedule a Service](#)

Partnerships

[Affiliate Program](#)

[Advertise with Us](#)

[Developers](#)

[Sign in or Create Account](#)

Get the latest deals and more [Help](#)

Enter email address

My Store • Closes At 10pm
Clifton Park



75 inch qled

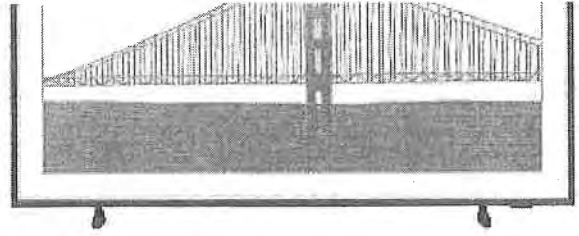
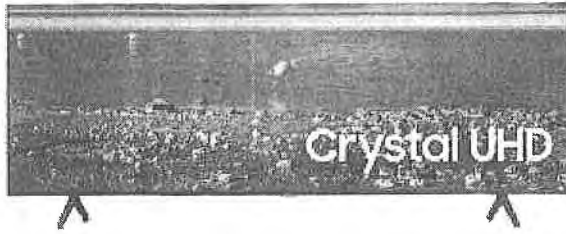
How are you shopping today?

Screen Size ▾
70 - 79 inches
Category
Price
Sold by
Popular TV Screen Sizes

7 results for "75 inch qled"

VIZIO
Smart TV
 75" 4K H
 ★★★★★
 \$749.99
 reg \$829.99
 Sale
 Ends Wednesday

TCL Roku TV
Smart TV
 75" 4K H
 ★★★★★
 \$749.99
 reg \$999.99
 Sale



Samsung 75" Smart 4K Crystal HDR UHD TV TU7000 Series - Titan Gray



Samsung

★★★★★ 8263

\$1,099.99

Get expert TV mounting at [Target.com/EasyInstall](https://www.target.com/EasyInstall)

Shipping not available

In stock at Clifton Park

Ready within 2 hours with pickup

Pick it up

Samsung 75" The Frame 4K UHD Smart TV - Black (QN75LS03A)



Samsung

★★★★★ 1456

See price in cart

Sold out

sponsored

About Us



Help



Stores



Services



target

Expect More. Pay Less.



[Terms](#) [CA Supply Chain](#) [Privacy](#) [CA Privacy Rights](#) [Do Not Sell My Personal Information](#) [Internet-Based Ads](#)

TM & © 2022 Target Brands, Inc.

Enjoy a safe, convenient shopping experience. Learn more

Menu

Search Best Buy



Albany

Cart

Top Deals Deal of the Day Totaltech Membership

Account

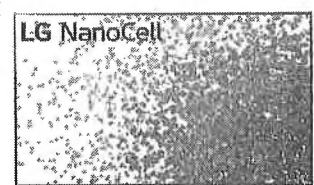
Recently Viewed

Order Status

Saved Items

Compare Products

70-75"



Hisense - 75" Class U6G Series Quantum ULED 4K UHD Smart Android TV
Hisense - 75" Class U6G Series Quantum ULED 4K UHD Smart Android TV

Model: 75U6G
SKU: 6457435

★★★★★ (266)

\$799.99
~~\$1,049.99~~

Add to Cart

VIZIO - 75" Class M6 Series Premium Quantum LED 4K UHD Smart TV
VIZIO - 75" Class M6 Series Premium Quantum LED 4K UHD Smart TV

Model: M75Q6-J03
SKU: 6468033

★★★★★ (110)

\$849.99
~~\$999.99~~

Add to Cart

TCL - 75" Class 5-Series QLED 4K UHD Smart Google TV
TCL - 75" Class 5-Series QLED 4K UHD Smart Google TV

Model: 75S546
SKU: 6470263

★★★★★ (46)

\$899.99
~~\$1,299.99~~

Add to Cart

LG - 70" Class NanoCell 75 Series LED 4K UHD Smart webOS TV
LG - 70" Class NanoCell 75 Series LED 4K UHD Smart webOS TV

Model: 70NANO75UPA
SKU: 6476896

★★★★★ (553)

\$899.99
~~\$1,099.99~~

Add to Cart

All Specs

Highlight differences

Key Specs

What do the dashes mean?

Display Type	LED	LED	LED	LED
Resolution	4K (2160p)	4K (2160p)	4K (2160p)	4K (2160p)
Screen Size	75 inches	75 inches	75 inches	70 inches
High Dynamic Range (HDR)	Yes	Yes	Yes	Yes
High Dynamic Range Format	Dolby Vision, HDR 10+, HDR 10, Hybrid Log-Gamma (HLG)	Dolby Vision, HDR 10+, HDR 10, Hybrid Log-Gamma (HLG)	-	HDR 10, Hybrid Log-Gamma (HLG)
LED Panel Type	Quantum ULED	Quantum LED	QLED	NanoCell LED
Backlight Type	Full Array Local Dimming	Direct Lit	Full Array Local Dimming	Direct Lit
Refresh Rate	60Hz	60Hz	60Hz	60Hz
Motion Enhancement Technology	Dynamic Motion Rate 120	-	-	TruMotion 120
Smart Platform	Android TV	SmartCast	Google TV	webOS

Help

Curved Screen	No	No	No
Refresh Rate	60Hz	60Hz	60Hz
Motion Enhancement Technology	Dynamic Motion Rate 120	—	TruMotion 120
Closed Captioning	Yes	—	Yes
Language(s) Displayed	English, French, Spanish	—	English, Spanish, French
3D Technology	—	—	No

Feature

[What do the dashes mean?](#)

Remote Control Type	Standard, Voice control	Standard	Magic
Smart Capable	Yes	Yes	Yes
Smart Platform	SmartCast	Google TV	webOS
Featured Streaming Services	Apple TV+, Crackle, Disney+, Fandango, Fubo TV, HBO Max, Hulu, iHeartRadio, Netflix, Pandora, Paramount+, Peacock, Prime Video, Sling TV, Redbox, Tubi, Vudu, XUMO, YouTube, YouTube TV	Netflix, Prime Video, HBO Max, Peacock, Hulu, Disney+, YouTube, YouTube TV, Vudu, Google Play Movies & TV, Spotify	HBO Max, Netflix, Prime Video, Disney+, Apple TV+, Hulu, Paramount+, Peacock, YouTube TV, Spotify, iHeartRadio
Screen Mirroring	Yes	Yes	Yes
Screen Mirroring Technology	Apple AirPlay 2, Chromecast	Chromecast	Apple AirPlay 2, Miracast
TV Tuner	Digital	Digital	Digital
Content Sharing	Mobile to TV	—	Mobile to TV
Indoor Or Outdoor Use	—	—	Indoor
TV/DVD Combo	—	—	No
Text-To-Speech	—	—	Yes
Video Description	—	—	Yes
V-Chip	—	—	No

Connectivity

[What do the dashes mean?](#)

Number of HDMI Inputs (Total)	3	3	3
Number of HDMI 2.1 Inputs	—	—	0
Number of HDMI 2.0 Inputs	—	—	0
Number Of USB Port(s) (Total)	1	1	2
RF Antenna Input	Yes	Yes	Yes
Number of Digital Optical Audio Outputs	1	1	1
Number of Component Video Inputs	0	0	0
Number of Composite Video Inputs	1	1	0
Number of DVI Inputs	0	0	0
HDMI Audio Return Channel (ARC)	Yes	—	Yes
Ethernet Port(s)	Yes	—	Yes
Bluetooth Enabled	Yes	—	Yes
Bluetooth Version	5.0	—	5.0
Network Compatibility	Built-in Wi-Fi, Ethernet	—	Built-in Wi-Fi, Ethernet
Number of Analog Audio Outputs	1	—	0
Number of HDMI HDCP 2.2 Inputs	—	—	3
HDBaseT Receiver	—	—	No
Number of USB 2.0 Ports	—	—	2
Number of USB 3.0 Ports	—	—	0
Number of RS-232 Inputs	—	—	1
Headphone Jack	—	—	No
Number of VGA Ports	—	—	0

Help

Expert Rating

8 expert reviews

[See all](#)

★★★★☆ 4.2

What People Are Saying

Pros

"It has a very **clear crisp image** with vibrant colors and overall performs extremely well whether you watching a movie or show via streaming, 4K player, or watching videos on YouTube."

Picture
(120 Mentions)

Price
(108 Mentions)

Sound Quality
(50 Mentions)

Cons

"I told myself 2021 was going to be the year I purchased either a Samsung or Sony, however when I saw that Hisense came out with the U6 Quantum Dot Color, full array tv with **local dimming**, and Dolby Vision for \$1099.99 how could I not buy it."

Dim
(8 Mentions)

Motion
(5 Mentions)

Wifi
(3 Mentions)

Pros

"The **picture** is clear and it has tons of apps and activities."

Picture
(43 Mentions)

Price
(29 Mentions)

Set Up
(16 Mentions)

Cons

Not enough negative mentions yet.

Pros

"I can definitely see 4k vids in **crisp** detail and paired it my LG Atmos sound bar with rear speakers."

Picture
(17 Mentions)

Price
(13 Mentions)

Value
(5 Mentions)

Cons

"picture quality is great only issue is software is buggy when operating **google tv** tv lags with remote control input and will every once in awhile reset opted to plug in a chromecast with **google tv** and that experience is far better hoping an update is issued to remedy this"

Google
(5 Mentions)

Lag
(4 Mentions)

Interface
(1 Mentions)

Pros

"The **images** on default factory setting are fine for our living space and lighting, and we are continually learning its operation and discovering new things and capabilities of this new tech in our home. We are operating strictly with OnLine services, (no cable), and an internal digital antenna."

Picture
(250 Mentions)

Price
(128 Mentions)

Sound Quality
(89 Mentions)

Cons

"The **remote** does not light up and there are no real indications as to what each button does so changing channels, inputs, volume is usually anybody's guess."

Remote
(9 Mentions)

Menu
(4 Mentions)

Availability

Current Offers



[Visit our Support Center](#)



[Check your Order Status](#)



[Shipping, Delivery & Store](#)



[Returns & Exchanges](#)



[Price Match Guarantee](#)

[Help](#)

It's on now! Over \$4,000 in Instant Savings[®] are on here. Shop now.

"75 inch qled tv"

4 results

Filter

All

Shipping

Pickup

Delivery

Sort by Price - Low to High

Department

- Samsung
- TVs & Home Theater
- Televisions and Accessories
- TVs
- 75" and above
- Samsung QLED
- Electronics Promotion
- Tournament Time

See more

Screen Size

- 75" and above (4)

Brand

- Samsung (3)

Resolution

- 4K UHD (4)

Television Type

- QLED (4)

Product Type

- TVs (4)

Savings

- Show All Savings (1)

Delivery Options

- Free shipping for Plus (4)

Product Rating

Showing results sorted by both relevance and price - low to high.

Top Rated



SAMSUNG 75" Class Q6-Series 4K Ultra HD Smart QLED TV -...
★★★★★ (7141)

\$1,199⁰⁰

Free shipping for Plus
Shipping
Pickup Out of stock
Check more clubs

Add to cart

Top Rated



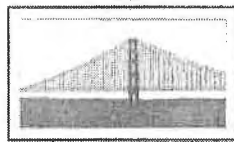
SAMSUNG 75" Class Q7-Series 4K Ultra HD Smart QLED TV -...
★★★★★ (5932)

\$1,597⁹⁹

Free shipping for Plus
Shipping

Add to cart

Top Rated



SAMSUNG 75" Class The Frame QLED 4K Ultra HD Smart TV -...
★★★★★ (1405)

\$2,697⁹⁹

Free shipping for Plus
Shipping

Add to cart

Samsung Neo QLED



SAMSUNG 75" Class QN85D-Series 4K Ultra HD Smart Neo QLED TV...
★★★★★ (1121)

Members-only price

Shipping Out of stock

Sign in to see price



75 inch qled tv

Your club
Latham, NY

Your account
Sign in

It's on now! Over \$4,000 in Instant Savings¹ are on here. [Shop now.](#)

[my account](#)

[Affiliate Program](#)

Resources

[About Us](#)

[Newsroom](#)

[Careers](#)

[Truckloads](#)

[Exports](#)

[Site directory](#) [Privacy policy](#)

[California privacy rights](#)

[California supply chains act](#)

[Responsible disclosure policy](#) [Our ads](#)

[Do not sell my personal information](#)

[Request personal information](#)

Terms and conditions : © 2022 Sam's West, Inc. All rights reserved.

Resolution No _____ of 2022, a resolution to authorize the purchase of Dell Laptops for Town Board Members under New York State Contract.

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

WHEREAS, the Town has been updating its information technology and processes throughout Town Hall to improve access to information and applications for residents, employees, and officials, and

WHEREAS, the Town Board wishes to authorize the purchase and issuance of laptop computers to increase mobility and reduce the amount of paper copies necessary for the review and processing of Town Business among Board Members without the need for reliance on personal devices, and

WHEREAS, use of the laptops will result in a reduction of the amount of paper copies, and

WHEREAS, ABS Solutions, the Town's IT Consultant, has provided a quote for Dell Laptops available under NYS Umbrella Contract PM20820 that will provide the Town Board Members and Town Clerk with secure email and document storage that will suit their needs; now, therefore, be it

RESOLVED, that the Town is authorized to purchase (6) Dell Workstation 5560 from State Contract PM20820 at a cost not to exceed \$16,596.00 and be it further

RESOLVED, that the Comptroller is authorized to transfer \$16,596.00 from A-914 (Unassigned Fund Balance) to A-1010-200 (General Fund – Town Board – Equipment).

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 29, 2022 3:58 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Information Technology Advisory Committee
Attachments: 624364d9913fb-38524 - Dell Laptops for Town Board x6.pdf

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

Department: **Information Technology Advisory Committee**
Your email: **astandaert@cliftonpark.org**

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

Requested Meeting Date: **04-04-2022**

Brief Description: **a resolution purchasing technology to streamline town board meetings, transition to paperless, and enable elected officials to work/meet remotely as necessary**

Budget #:
Budget Description: **undesignated general fund**
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
3/29/2022	38524

Name / Address
Town of Clifton Park Matthew Andrus 1 Town Hall Plaza Clifton Park, NY 12065

Ship To
Town of Clifton Park Matthew Andrus 1 Town Hall Plaza Clifton Park, NY 12065

P.O. No.	Terms	Project
	Net 30	Dell Laptops for Town Board x6

Description	Qty	Rate	Total
Dell Precision Laptop // Dell Group 73600 Award 22802 PM20820 Umbrella <i>State Contract</i> Dell Mobile Precision Workstation 5560 CTO - Intel Core Processor i7-11800H (8 Core, 24MB Cache, 2.40 GHz to 4.60 GHz, 45W) - Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish - Intel Core i7-11800H Non-vPro with Nvidia RTX A2000 graphics - NVIDIA RTX A2000 w/4GB - 15.6" UltraSharp FHD+, 1920x1200,AG,NT, w/Prem Panel Guar, 100% sRGB, Low BL w/ IR Cam - 32 GB, 2 x 16 GB, DDR4, 3200MHz, Non-ECC, SODIMM - M.2 2280 512 GB, Gen 3 PCIe x4 NVMe, SED Solid State Drive - Palmrest with fingerprint reader, 79 keys keyboard - US English Backlit Keyboard - Intel Dual Band Wireless AX201 2x2 + Bluetooth 5.2 vPro - 6-cell 86 Whr Lithium Ion battery with ExpressCharge - 130W E5 Type C Power Adapter (EPEAT) - Foxit PDF Editor Pro - Foxit eSign 12 Month Subscription - USB Type-C to USB Type-A/HDMI Dongle, Black - Black Power Cord (US) - SupportAssist - Waves Maxx Audio - Dell Limited Hardware Warranty Plus Service	6	2,698.00	16,188.00

Thank you for your business.	Subtotal
	Sales Tax (0.0%)
	Total

Signature



ABS Solutions, LLC

52 Corporate Circle
Suite 105

Albany, NY 12203

Phone: (518) 608-5805 Fax: (518) 608-5808

Proposal

Date	Proposal #
3/29/2022	38524

Name / Address
Town of Clifton Park Matthew Andrus 1 Town Hall Plaza Clifton Park, NY 12065

Ship To
Town of Clifton Park Matthew Andrus 1 Town Hall Plaza Clifton Park, NY 12065

P.O. No.	Terms	Project
	Net 30	Dell Laptops for Town Board x6

Description	Qty	Rate	Total
- 3 Years ProSupport: 7x24 Technical Support - 3 Years ProSupport: Next Business Day Onsite			
ABS Solutions Remote Monitoring and Management - Yearly Cost Per Device - Automated Patch Management - Endpoint Software Deployment - Asset Management - Remote Desktop Manager - 1 Year Agreement	6	36.00	216.00
Sophos Central Intercept X Advanced - Subscription license extension (1 month) - 50-99 licenses - 1 User - GOV 6 Users x 10 Months = QTY 60	60	3.20	192.00

Thank you for your business.

Subtotal \$16,596.00

I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808

Sales Tax (0.0%) \$0.00

Signature _____

Total \$16,596.00

Resolution No. _____ of 2022, a resolution ratifying a Memorandum of Agreement with the Civil Service Employees Association, Inc. AFSCME Local 1000, AFL-CIO, representing Town of Clifton Park Highway Unit of Saratoga County Local 846.

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

WHEREAS, the Supervisor and Councilman Morelli have met with representatives of Civil Service Employees Association, Inc., and the Town Highway Unit in contract negotiations over the Fall, Winter, and Spring months in 2021-2022, and

WHEREAS, an Agreement has been reached in principle on an extension of the existing Collective Bargaining Agreement covering the period from January 1, 2022 to December 31, 2024, with salary increases of 3.5% for 2022, retroactive to January 1, and subsequent cost of living increases of 3% each year for 2023 and 2024, and

WHEREAS, the agreement has been memorialized in the attached Memorandum of Agreement, signed by Superintendent Dahn Bull, and Supervisor Phil Barrett, as well as representatives of CSEA, AFSCME Local 1000 AFL-CIO for the Clifton Park Highway Unit; now, therefore, be it

RESOLVED, that the Town Board hereby ratifies the Memorandum of Agreement dated March 25, 2022 with the Civil Service Employees Association, Inc. unit representing Town of Clifton Park Highway Unit, copy of which is annexed hereto as Exhibit "A", all provisions to be incorporated into a new contract as appropriate; and be it further

RESOLVED, that the provisions in the previous contract not modified by this Memorandum of Agreement to remain.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Thursday, March 24, 2022 10:20 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Supervisor
Attachments: 623c7dfbc527f-TOCP DRAFT MOA 03-15-22 Final 3.23.22.pdf

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

Department: **Supervisor**
Your email: **tmccarthy@cliftonpark.org**

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

Requested Meeting Date: **04-04-2022**

Brief Description: **Authorize the Supervisor to sign an MOA (2022-2024) with CSEA Highway Unit**

Budget #:

Budget Description:

\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

MEMORANDUM OF AGREEMENT

By and Between

The Town of Clifton Park

And

The Civil Service Employees Association, Inc.

The Town of Clifton Park (herein referred to as "Town" or "the Town") and the Civil Service Employees Association, Inc. AFSCME Local 1000, AFL-CIO for the Town of Clifton Park Highway Unit (herein referred to as "CSEA" or "Association") are parties (collectively known as "Parties") to a collective bargaining agreement whose term runs from January 1, 2019 through December 31, 2021. The Parties hereby enter into this Memorandum of Agreement in complete and final settlement of all issues proposed and negotiated for a successor collective bargaining agreement.

The terms of this Memorandum of Agreement shall not become effective unless and until they are approved by the Clifton Park Town Board ("Board") and ratified by the members of the CSEA. All provisions of the January 1, 2019 through December 31, 2021 collective bargaining agreement between the parties shall be continued unless specifically modified by this Memorandum of Agreement.

Now, therefore, the Parties agree to the following:

1. Article IX – Holidays shall be amended as follows:

Section 1. - Paid and Floating Holidays

The following shall be considered as paid holidays:

New Year's Day	Columbus Day
Memorial Day	Election Day
Juneteenth	Veteran's Day
Independence Day	Thanksgiving Day
July 5 th	Day After Thanksgiving
Labor Day	Christmas Day
Floating Holiday	

Floating Holiday may or may not be taken between 12/1 and 4/1 subject to the discretion of the Highway Superintendent and with advance notice of two (2) days. Juneteenth will be celebrated consistent with the State and Federal Holiday each year.

2. Article II, Section 2 shall be modified as follows:

The Town shall deduct from the wages of employees and remit monthly to CSEA, Inc., 143 Washington Avenue, Albany, New York 1221, regular membership dues and other authorized deductions for those employees who have signed dues deduction authorization cards.

3. **Article II, Section 3 to be changed as follows:**

Section 3. - Revocation of Membership

Employees who wish to withdraw their authorization for dues deduction must do so by following the instructions on their dues authorization card. The Town will not extend to any other employee organization the privilege of dues deduction from the wages of bargaining unit employees during the term of this Agreement.

4. Article VI - Overtime, Section B changed by adding the highlighted sentence.

B. Maximum Work Hours and Pay at Double (2x) Time

No employee shall be required to work more than sixteen (16) hours cumulatively during any twenty-eight (28) hour period, beginning at the point that the employee arrives at work and punches in. If, due to an extreme emergency, employees work more than sixteen (16) such hours in any twenty-eight (28) hour period, the employee will be paid at double (2x) his/her regular rate of pay for all time over sixteen (16) hours, continuing until the employee has eight (8) consecutive hours off. In such cases that the employee is mandated to work beyond sixteen (16) hours cumulatively during any twenty-eight (28) hour period, commencing at 7:00 AM, Monday through Friday, employees shall be paid at the regular rate of pay plus double (2x) his/her regular rate of pay. Double time pay provided by this Section will continue until employee has eight (8) consecutive hours off. Emergencies are declared and terminated by the Superintendent.

5. To indicate that summer help now refers to "seasonal help, and to clarify eligibility for overtime, Article VI will be changed to add a new section "F" as follows:

Seasonal Help Overtime

- F. Seasonal employees shall not be called in or stay past their normal shift for overtime unless the overtime list is first exhausted.

6. To provide at least 24 hours' notice of a change in the work week, Article VIII Section 2 will be changed as follows:

Section 2. - Adjustment of Workweek

With at least twenty-four (24) hours prior notice, the Employer or his/her designee has the right to adjust the workweek where circumstances warrant.

7. To reflect the Wage rate changes negotiated, Article XXI will be changed as follows:

Section 1. - Wage Increase

The current hourly rate for each employee will be increased by 3.5% effective January 1, 2022; 3.0% effective January 1, 2023; and 3.0% effective January 1, 2024. The attached salary schedules shall reflect the above referenced wage increases.

8. Article XXII Section 7 will be changed as follows:

Section 7. - Clothing Allowance

The Town will provide employees with a \$400.00 allowance for 2022. Clothing Allowance to be used for employer-approved clothes/uniforms and/or special work boots as may be necessary for employees to perform work-related duties. The Clothing allowance will be adjusted to \$450.00 beginning in 2023. The Clothing Allowance will be payable in the employee's first paycheck after January 1st of each year. Said Clothing Allowance will be available to employees to be used at any time throughout the year at the discretion of the employee. In addition, uniformed employees shall be provided by the employer with 14 shirts, 11 pants, 2 jackets, 1 cold weather liner, 3 coveralls and a laundry service above and beyond the Clothing Allowance, or as otherwise negotiated.

9. Article XXII Section 7 shall be modified to read:

The employer agrees to repair and replace items that are damaged on the job such as eyeglasses, hearing aids, dentures, With regard to cell phones, the Town will reimburse an employee up to \$250.00 towards the insurance deductible or the cost of repair or replacement of a device damaged or destroyed as a direct result of use of the device for a Town work task, upon receipt of a verified incident report, when, in the judgment of the Town Comptroller, the loss occurred as a direct result of such use.

All new employees shall receive a pro-rated uniform allowance after the completion of probation and then will receive successive uniform allowance payments on January 1st of each year.

10. To add detail to the section on member training and to add a provision for expenses related to acquiring a Class D Driver's License in New York, Article XXII will be changed by adding a new Section "8" as follows:

Section 8 – New Section – Membership Training

- a) New and Continuing Member Training

Within thirty (30) days of initial hire, new members will be trained on work-zone safety, flagging operations, confined space/trench safety, and dig safe training.

b) CSEA Trained Personnel/trained personnel may perform the training under this Section

11. Article XXII Section 9 shall be amended as follows:

The Town will pay for the costs associated with obtaining and maintaining Motor Vehicle licenses beyond a Class D License.

12. Article XIII entitled "Bereavement Leave" shall be amended accordingly:

Section 1. - Definition of Bereavement Leave

Employees in the bargaining unit shall be entitled to be absent from work with pay and with no charge to accruals per occurrence because of death of any member of the family.

For the purpose of this section, the member of the bargaining unit may receive up to five (5) days bereavement for the death of:

Spouse	Sibling
Child	Spouse's siblings
Significant Other / Domestic Partner	Step-Sibling
Parent	Step-Child
Spouse's Parents	Grandchild
Step-Parent	Guardian
Spouse's Step-Parent	Guarded Individual

Domestic Partner is defined for this section as individuals living with their significant others for a period of at least six (6) months immediately before the loss/event, are not married, have financial interdependence with each other, are not related by blood to the extent that they would be eligible to be married in New York, and are in a demonstrated committed relationship. (See the definition of Domestic Partner in the New York State Civil Service Employee Benefits Division)

13. On-Call Personnel Clarification, add a new Article VII, Section 2 as follows:

The Highway Superintendent designates the Highway Maintenance Supervisor and Assistant Maintenance Supervisor, as well as the four (4) working supervisors, as those responsible for weekend on call duty from April 1 through November 30 of each year, on a rotating basis. When on-call, these employees will be On-Call starting on Friday at 3:30pm through Monday at 7:00am. On-Call personnel will be compensated with three (3) hours of strait time, per weekend of actual on-call duty. If called in to respond to an emergent event, then the provisions of Article VII, Section 1, above, will apply.

13. Add a "Minutes Matter" provision to the Appendix.

In the event of an emergency brought to the attention of the Highway Department by law enforcement, fire departments, and/or first responders, the Highway Superintendent or his/her designee may call members of the bargaining unit that are known to be close to the Highway garage. The Town may exercise its right under this Paragraph in the most severe of situations where life is in immediate danger and the Highway Department needs to respond to in an urgent fashion.

14. ARTICLE XIV entitled "Duration" shall be amended to read:

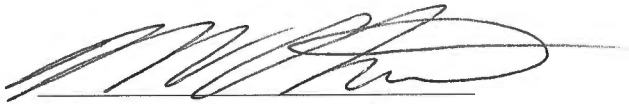
The effective date of this Agreement shall be January 1, 2022 and shall remain in full force and effect until midnight on December 31, 2024.

In the event the Association desires to negotiate a successor Agreement, it shall notify the Town Supervisor in writing not earlier than June 1, 2024 nor later than August 1, 2024.

All provisions of the January 1, 2019 through December 31, 2021 collective bargaining agreement between the parties shall be continued unless specifically modified by this Memorandum of Agreement.

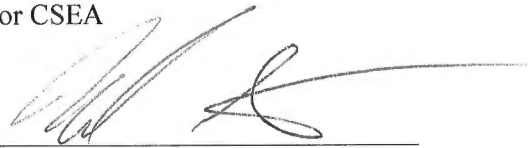
Agreed, by Undersigned,

For the Town of Clifton Park

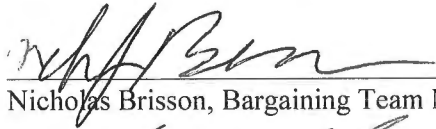


Philip Barrett, Town Supervisor

For CSEA



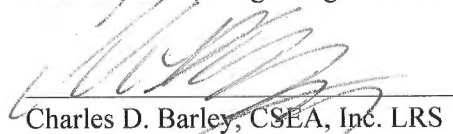
Michael Traider, Unit President



Nicholas Brisson, Bargaining Team Member



Marc McCune, Bargaining Team Member



Charles D. Barley, CSEA, Inc. LRS

DATE: 3/25/22

DATE: 3/25/22

Resolution No. _____ of 2022, a resolution increasing GREEN Committee revenues and expenditures by \$5,000.00 for rainwater collectors and composting buckets purchased with funds received from a NYSERDA Program Grant.

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

WHEREAS, the GREEN Committee applied for a NYSERDA Clean Energy Community Grant and was awarded \$5,000 to enable the purchase of 27 compost tumblers and 27 rainwater barrels, which will be offered free of charge to residents; now, therefore, be it

RESOLVED, that the Comptroller is hereby authorized to increase A-03089 (General Fund – NYS Revenues) by \$5,000.00, and, also, to increase A-08055-00024 (Expenditures) by \$5,000.00.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Tuesday, March 29, 2022 4:54 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Green Committee

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

Department: **Green Committee**
Your email: **mheggen@cliftonpark.org**

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

Requested Meeting Date: **04-04-2022**

Brief Description: **Authorize increase in budget and award purchase of rainwater collectors and composting buckets**

Budget #: **A-08055-00024**
Budget Description: **General Fund - G.R.E.E.N. Committee - Gen Maintenance**
\$ Amount: **5000**

Additional Comments/Details: **Funds to come from NYSERDA grant, already received. The resolution will increase the budget \$5,000, increasing revenues A-03089 (Gen Fund - NYS Revenues) and increasing expenditures A-08055-00024.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

TOWN OF CLIFTON PARK PURCHASE ORDER

P.O. No. 2322-059

Delivery Address:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> One Town Hall Plaza
Clifton Park, NY 12065
(518) 371-6651 | <input type="checkbox"/> 5 Municipal Plaza
Clifton Park, NY 12065
(518) 371-6668 | <input type="checkbox"/> 217 Vischer Ferry Rd.
Rexford, NY 12148
(518) 371-6669 | <input type="checkbox"/> 639 Clifton Park Center Rd.
Clifton Park, NY 12065
(518) 371-7310 |
| <input type="checkbox"/> Two Town Hall Plaza
Clifton Park, NY 12065
(518) 371-7989 | <input type="checkbox"/> 477 Clifton Park Center Rd.
Clifton Park, NY 12065
(518) 348-7313 | <input type="checkbox"/> 6 Clifton Common Court
Clifton Park, NY 12065
(518) 383-1343 | <input type="checkbox"/> _____
_____ |

VENDOR'S ADDRESS

Name <u>Brand Builders</u>
Street _____
Street <u>PO Box 1087</u>
City <u>Tenafly</u>
State <u>NJ</u>
Zip <u>07670</u>
Contact _____

APPROVAL FOR PURCHASE			
Available	<u>3/29/22</u> Date	<u>MA</u> Comptroller's Office	
Approved	_____ Date	_____ Town Supervisor	
Encumbered	_____ Date	_____ Comptroller's Office	

NYSERDA Clean Energy Community

Quantity	Product #	Description	Unit Price	Total
		see attached		Project
27		Compost Tumbler +	89.95	2428.65
27		Rain water Barrel	84.95	2293.65
		see attached quotes		
		in addition same source as Town of Bethlehem, NY		

ACCOUNT DISTRIBUTION	AMOUNT
<u>A-8055-20024</u>	<u>4722.30</u>

DEPARTMENTAL REQUEST

The above service or materials can be furnished to the municipality on the dates and the charges are correct.

DEPARTMENT HEAD

DATE 3/29/22

Brand Builders
 PO Box 1087
 Tenafly, NJ 07670
 ASI #145134

Estimate

Date	Estimate #
3/29/2022	1388

Name / Address
Town of Clifton Park Green Committee Joanne Coons

Project

Description	Qty	Rate	Total
Dual Chamber Compost Tumbler	27	89.95	2,428.65T
Rain Barrel tan and/or green	27	84.95	2,293.65
*Delivered pricing		0.00%	0.00
Sales Tax			
Total			\$4,722.30

David VanLuven
Town Supervisor

Dan Rain
Recycling Coordinator;
Department Head

TOWN OF BETHLEHEM
Albany County - New York
RECYCLING & COMPOSTING DEPARTMENT
261 ELM AVENUE
DELMAR, NEW YORK 12054
(518) 439-4955 x 1510
Fax: (518) 767-9245
Email: drain@townofbethlehem.org



Joanne Coons
Clifton Park GREEN Committee

March 29, 2022

Dear Joanne,

I'm excited to learn of your community's interest in providing backyard composters and rain barrels to your residents. This is Bethlehem's 5th year offering our annual composter and rain barrel truckload sale to our community (and the greater region—our sale is always available to anyone in the area that wishes to participate). It's been a wonderful way to help residents build healthy soils, save water, and address climate change in their own backyards.

Jeffrey Brown and his Brand Builders company has been an excellent partner in this effort, from handling the orders/e-commerce end of things on the website he creates for our sale, to delivering the items and helping distribute them.

I have researched alternative companies for procurement requirement purposes, and have discovered his company is really a sole source for the Earth Machine backyard composters, and providing the accessories, rain barrels and ecommerce solution to boot. I have been unable to find any other companies where these items and this service is available in New York State, and I know several other communities in various counties throughout the state and even the Northeast that have found the same thing and have utilized Jeff's services as well.

Please let me know if you have any questions, or if I can offer any assistance.

Kind regards,

Dan Rain

Dual-Batch Compost Tumbler

EXCLUSIVE

357 Reviews [Write a Review](#)

✓ **91%**

of respondents would recommend this to a friend

Item#: 39-652

\$189.00

Quantity

In Stock

ADD TO CART

Add to Wishlist

Special Shipping Information



Expert Gardening Advice
Our Guarantee
Certified B-Corp

Video



Description

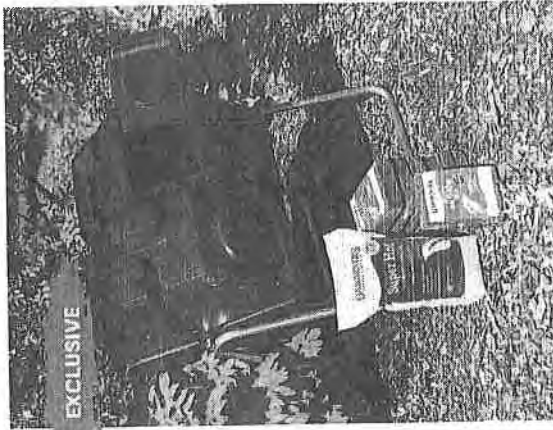
How To

Shipping

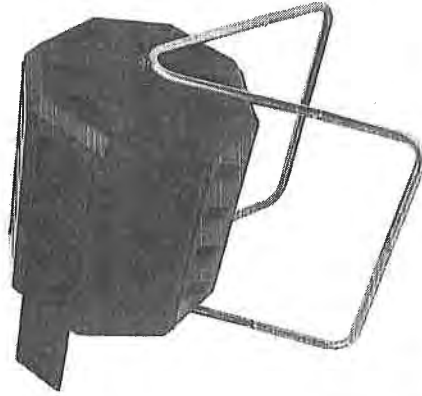
Compost Tumbler Dual-Batch | Fast Compost - Turns with Ease

- Assembly required
- Recycled black polypropylene, steel
- 28-1/2" W x 25" D x 37-1/4" H overall
- Each bin holds approx. 3 cubic feet (22 dry gallons)
- Gardener's Supply Exclusive

Customers also bought



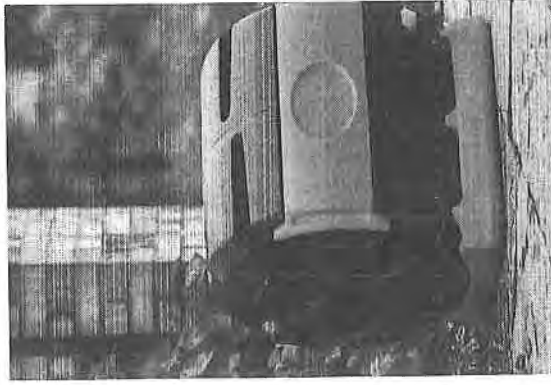
Dual Batch Composter Success Kit
\$199.00



Tumbling Composter
\$119.00



Maze Compost Tumbler and Cart Combo
\$399.00



Hot Frog Rolling Compost Tumbler Bin, 37 Gallon
\$99.95

Customer Reviews

Not Animal Proof

As others have mentioned, this product is not animal-proof. We purchased this six months ago, and in the recent Spring thaw, it has been eaten alive by critters, rendering it not usable. Gardeners has unfortunately been unwilling to reimburse or replace the item, so I had to throw it out. I will be seeking a composteer elsewhere, from a company that upholds their warranty claims.



Submitted 6 days ago
By Andrew
From Madison, NJ

Bottom Line No, I wouldn't recommend to a friend



0



0

Was this review helpful to you?

[FLAG THIS REVIEW](#)

Looks sturdy, but unsure if tubing is stainless steel or not

This looks to be well-designed and made. Jury is still out on longevity, because the tubing looks to be low-carbon steel but not stainless steel. So I am unsure how long the stand will last. If it's stainless, it should be in for a good long run in our garden. I will post follow up once I know for sure.

Submitted 3 months ago
By Avid gardener's spouse
From Pasadena CA

Bottom Line Yes, I would recommend to a friend



2



0

Was this review helpful to you?

[FLAG THIS REVIEW](#)

Easy to assemble and use.

If I needed more compost I would buy a second one!

I used to turn my compost heap every few days, now I just spin the drums, so easy! Two large drums lets you always have compost, one finishing, the other just starting. Perfect, simple, easy process.

Submitted 11 months ago
By Black Gold Phil
From Mattapoisett MA

Bottom Line Yes, I would recommend to a friend

 4	 1
---	---

Was this review helpful to you?

[FLAG THIS REVIEW](#)

A very good composter!

I'm getting used to adding food wastes and brown garden debris. The door slides very nicely. the product is working as advertised.

Submitted 11 months ago
By Suzie
From Montville NJ

[MORE DETAILS](#) ▼

Bottom Line Yes, I would recommend to a friend

 4	 2
---	---

Was this review helpful to you?

[FLAG THIS REVIEW](#)

Love this tumbler

This tumbler was super easy to assemble. I had it out together in under 30mins. So far I'm working to fill the first side and I roll it every day to give it a good mix. I've had a few challenges: 1. When you first start adding compost the opening is the heaviest part so it rolls so the opening is facing the ground. It made it tricky to add stuff for the first few days. Now that it's got a good amount of food in there I can use that weight to keep the opening face up. 2. The door on one of my tumblers is very stiff and I struggle to open it. The other tumbler door is not stiff, so I hope it loosens a bit as I use it. Over all this thing is awesome and exactly what I was looking for! Two thumbs up!

Submitted 11 months ago
By Jen
From New Jersey

[MORE DETAILS](#) ▼

Chipmunks/ squirrels eat the plastic

Chipmunks/ squirrels eat the plastic

Bottom Line No, I wouldn't recommend to a friend

Was this review helpful to you?

54

0

[FLAG THIS REVIEW](#)

[Next »](#)

Displaying Reviews 1-10 [Back to Top](#)

Frequently bought together

EXCLUSIVE



Compost Success Kit

\$69.95

EXCLUSIVE



Eco Coir Bricks, Set of 12

\$74.95

EXCLUSIVE



Organic GrowEase Seed

Starting Success Kit

EXCLUSIVE



Deliver to ABS-Sol... Albany 12203

All ▾

Hello, Mark
Account & Lists ▾

Returns & Orders **3**

All Amazon Basics Coupons Pet Supplies Beauty & Personal Care Amazon Home

Support small, shop women-owned



Miracle-Gro

+ Follow

HOME SOILS & AMENDMENTS PLANT FOOD

Q Search

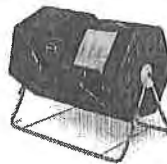
Miracle-Gro tumbling composters - fast and easy



Dual Chamber Compost Tumbler – Easy-Turn, Fast-Working System – All-

2,530

\$104⁹⁹ ~~\$109.90~~



Large Dual Chamber Compost Tumbler – Easy-Turn, Fast-Working System –...

1,514

\$127⁰⁰



Miracle-Gro Small Composter - Compact Single Chamber Outdoor Garden

2,019

\$71²⁸ ~~\$74.90~~



Miracle-Gro Small Composter - Compact Single Chamber Outdoor Garden Compost...

2,616

\$74⁹⁰

Dual Chamber Compost Tumbler – Easy-Turn, Fast-Working System – All-Season, Heavy-Duty, High Volume Composter with 2 Sliding Doors -...



2,530

3/29/22, 2:10 PM

Amazon.com:

Start a Selling Account

Business Everything For Your Business

Fresh Groceries & More Right To Your Door

Ship Orders Internationally

Services Experienced Pros Happiness Guarantee

Sell your original Digital Educational Resources

Services Scalable Cloud Computing Services

Audible Listen to Books & Original Audio Performances

Book Depository Books With Free Delivery Worldwide

Box Office Mojo Find Movie Box Office Data

ComiXology Thousands of Digital Comics

DPRReview Digital Photography

Fabric Sewing, Quilting & Knitting

Goodreads Book reviews & recommendations

IMDb Movies, TV & Celebrities

IMDbPro Get Info Entertainment Professionals Need

Kindle Direct Publishing Indie Digital & Print Publishing Made Easy

Amazon Photos Unlimited Photo Storage Free With Prime

Prime Video Direct Video Distribution Made Easy

Shopbop Designer Fashion Brands

Amazon Warehouse Great Deals on Quality Used Products

Whole Foods Market America's Healthiest Grocery Store

Woot! Deals and Shenanigans

Zappos Shoes & Clothing

Ring Smart Home Security Systems

eero WiFi Stream 4K Video In Every Room

Blink Smart Security for Every Home

Neighbors App Real-Time Crime & Safety Alerts

Amazon Subscription Boxes Top subscription boxes - right to your door

PillPack Pharmacy Simplified

Amazon Renewed Like-new products you can trust

Conditions of Use Privacy Notice Interest-Based Ads © 1996-2022, Amazon.com, Inc. or its affiliates

#1 Home Improvement Retailer



You're shopping
Clifton Park
● OPEN until 10 pm

Delivering to
12065

Search



Cart | 0 items

Home / Outdoors / Garden Center / Composters

Enter delivery ZIP Code



U #468318

Enter Zip Code

Update



Your ZIP Code helps us to provide the most up-to-date product and delivery information.

Customers Who Viewed This Also Viewed

Top Rated



Exaco 43 Gal. Mr. Spin Dual Chamber Compost
★★★★★ (152)

\$88¹⁴



Miracle-Gro Dual Chamber Outdoor Garden Tumbling
★★★★★ (40)

\$104⁹⁹ /carton

Exaco ECO 2.4 gal. Kitchen Compost Collector
★★★★★ (280)

\$24²⁵

246 Gal. Compost Bin Black
★★★★★ (270)

\$41³²

RSI 65 Gal Stage Cor Tumbler
★★★★★

\$249⁹⁹

Live Chat

Feedback

3.3k

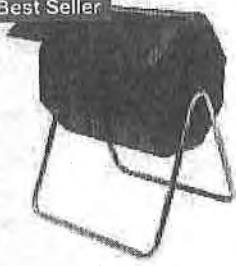
Best Seller

FCMP Outdoor Tumbling Composter with Two Chambers for Efficient Batch Composting

★★★★★ (1224) Questions & Answers (77)



Best Seller



+



+



Price for all three:

\$121²²

Add all three to cart

- This item:** Tumbling Composter with Two Chambers for Efficient Batch Composting
\$76.99
- Exaco ECO 2.4 gal. Kitchen Compost Collector
\$24.25
- Soil Blend 10 lb. Bag Concentrated (10 lbs. makes 40 lbs.) Pure Organic Earth Worm Castings
\$19.98

Live Chat
Feedback

Product Overview

This unique tumbling composter features two chambers fill one side, while the other side cures, making it easy to efficiently convert your kitchen and yard waste into rich soil enhancing compost. Just load it up, close the sliding door and use the convenient built- in hand holds to give it a turn every couple days and see how it produces finished compost in weeks. The tumbling composter is made with recycled, uv inhibited, black plastic which absorbs heat and is designed to be rodent-proof. Help divert waste from landfill or costly processing and turn your own organic waste into compost in your own backyard.

Info & Guides

You will need Adobe® Acrobat® Reader to view PDF documents. Download a free copy from the Adobe Web site.

GEAR UP FOR SPRING PROJECTS BY MAKING YOUR OUTDOOR FAVORITE DESTINATION. SHOP NOW >



Search

📍 Halfmoon Lowe's Open until 10 PM >



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

< Irrigation

157 products in Rain Barrels

Popular Filters



Price: \$100 - \$200



Plastic



Price: \$50 - \$100



Recycled plastic



Capacity (Gallons): 50



Capacity (Gallons): 55

Feedback

Pickup & Delivery

RTS Home Accents Flat Back 50 Gallon Rain Barrel - Oak

Model #55100009005481

\$97.98

★★★★☆ 22

Free Store Pickup

Pickup on Fri, Apr 1 at H

Free Delivery

Online

Questions?
Chat With an Expert

Start Chat

FCMP Outdoor 50-Gallon Wood Grain Recycled Plastic Rain Barrel with Spigot
Model #152783



\$148.98

★★★★☆ 13

Free Store Pickup
Pickup on Tue, Apr 5 at Halfmoon Lowe's

Free Delivery

Add to Cart



Good Ideas 50-Gallon Dark Granite Plastic Rain Barrel Spigot

Model #IMP-L50-DAR

\$148.98

★★★★☆ 2

Free Store Pickup
Pickup on Tue, Apr 5 at Halfmoon Lowe's

Free Delivery

Add to Cart

Feedback

Good Ideas 65-Gallon Oak Plastic Rain Barrel Spigot

Model #IMP-L65-OAK

TRENDING NOW

\$234.98

Free Store Pickup
Pickup on Tue, Apr 5 at Halfmoon Lowe's

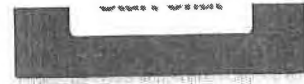
Free Delivery

Add to Cart

Online

Questions?
Chat With an Expert

Start Chat



Good Ideas 50-Gallon Light Granite Plastic Rain Barrel Spigot

Model #IM-STO050-LIG

TRENDING NOW

\$170.98

★★★★★ 2

Free Store Pickup
Pickup on Tue, Apr 5 at Halfmoon Lowe's

Free Delivery

Add to Cart

RTS Home Accents Round Rain Barrel With Planter - Deco

Model #55130002005681

\$173.98

★★★★★ 3

Free Store Pickup
Pickup on Fri, Apr 1 at Halfmoon Lowe's

Free Delivery

Add to Cart

Feedback

Good Ideas 65-Gallon Black Plastic Rain Barrel Spigot

Model #RW65-BLK

\$256.98

★★★★★ 1

Free Store Pickup
Pickup on Tue, Apr 5 at

Free Delivery

Add to Cart

Questions?
Chat With an Expert

Start Chat



Outsunny Outsunny 80 Gallon Rainwater Harvesting System Collection Tank with Collapsible Runoff

Model #845-168

~~\$59.98~~

★★★★☆ 15

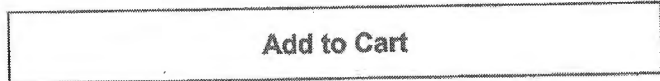


Free Store Pickup

Pickup on Fri, Apr 1 at Halfmoon Lowe's



Free Delivery



Good Ideas 50-Gallon Black Recycled Plastic Rain Barrel Spigot

Model #GI-REC-STO5...

~~\$140.98~~



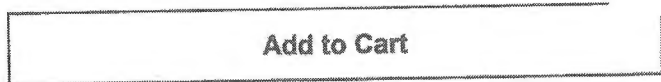
Free Store Pickup

Pickup on Tue, Apr 5 at Halfmoon Lowe's



Free Delivery

Feedback



Good Ideas 50-Gallon Brown Recycled Plastic Rain Barrel with Diverter Spigot

Model #175217

~~\$506.47~~



Free Store Pickup

Pickup on Fri, Apr 1 at H



Free Delivery



Questions?
Chat With an Expert

Start Chat

Good Ideas Impressions Palm 50 Gallon Rain Saver - Khaki

Model #IMP-L50-KHA



\$148.98



Free Store Pickup
Pickup on Tue, Apr 5 at Halfmoon Lowe's

Free Delivery

Add to Cart

Good Ideas 65-Gallon Terra Cotta Plastic Rain Barrel Spigot

Model #RW65-DR-TC

\$266.98

Free Store Pickup
Pickup on Tue, Apr 5 at Halfmoon Lowe's

Free Delivery

Add to Cart

Feedback

Good Ideas Rain Wizard Universal Rain Barrel Stand - Oak

Model #RW-UNI001-OAK

\$128.98

Free Store Pickup
Pickup on Tue, Apr 5 at Halfmoon Lowe's

Free Delivery

Add to Cart

Online

Questions?
Chat With an Expert

Start Chat

Deliver to ABS-Sol... Albany 12203

Industrial & Scientific

Hello, Mark Account & Lists Returns & Orders

3

Subtotal \$374.97

All Amazon Basics Coupons Pet Supplies Beauty & Personal Care Amazon Home

Support small, shop women-owned

Industrial & Scientific Janitorial & Facilities Safety Supplies Medical Supplies Food Service Diagnostic Equipment Material Handling

Customers who viewed this item also viewed



FCMP Outdoor RC4S Rain Barrel, Black

176

\$99⁰¹



Rain Barrel, DIY Kit, Made from Previously Used Food Grade Barrel, Upcycled, Recycled, 58

284

\$199⁹⁹

Patio, Lawn & Garden › Gardening & Lawn Care › Watering Equipment › Rain Barrels & Accessories › Rain Barrels



Upcycle 55 Gallon Gray Rain Barrel

Brand: Upcycle

180 ratings | 32 answered questions

Brand	Upcycle
Color	Gray
Material	High Density Polyethylene, Plastic, Metal
Item Dimensions LxWxH	38 x 23 x 23 inches
Capacity	55 Gallons

About this item

- Dimensions: 22 diameter x 38H inches
- Made of food-quality recycled high-density polyethylene
- Holds 55 gallons of recycled rainwater
- Links to other barrels to fill from one downspout
- Bottom spigot fits standard garden hose

Specifications for this item

Brand Name	Upcycle
Capacity	55.0 gallons
Color	Gray
Ean	0100034214647
Height	22.0 inches
Item Weight	23.0 pounds
Length	38.0 inches
Material	Plastic, Metal, High Density

See more

Report incorrect product information.

Sponsored

Deliver to ABS-Solutions - Albany 12203

See All Buying Options

Add to List

Share



Walensee 24 Inch Compost... \$209.99 ✓prime

Sponsored



\$124.99

currently have town water and it smells like pool water, coming out of the tap; so this is a good alternative.

14 people found this helpful

Helpful Report abuse

Stephen S.

Actually excited for it to rain!

Reviewed in the United States on May 3, 2020

Verified Purchase

Got this barrel delivered yesterday and installed in a fairly short amount of time. It's a great barrel and I'm actually excited for rain to come. One small complaint is the sturdiness if the top overflow valve. The bottom valve might be the same way but that's not as important to me. When I connected a hose to the overflow valve, the hose pulled down on the valve and moved it considerably making me think that the valve won't last very long.

Otherwise, I'm really pleased with it.

11 people found this helpful

Helpful Report abuse

Donald Lewin Nelson

Rain Barrel Number 3

Reviewed in the United States on April 22, 2019

Verified Purchase

This is the third one of these that I have purchased.

20 people found this helpful

Helpful Report abuse

Kelley

Sturdy Rain Barrels with Good Fittings

Reviewed in the United States on January 15, 2016

Verified Purchase

I ordered two barrels to check quality, and then ordered four more right away. The primary barrel is directly below the rain gutter down spout, with 5 barrels connected via short garden hose segments to and from the outlets at the base of each barrel. The lids are convenient: there is a screened area cut out in the center of each lid, allowing for overflow during the El Nino deluges. (However: the screen is NOT well-secured with 4 screws, so I additionally use a 35 G Trash can lid on each barrel to block leaf drop into the water.) On the primary barrel, a piece of window screen draped over the top secured with a bungee cord filters out debris from the down spout. Hose connectors with shut-off valves (not provided with barrels) at every port of each barrel allows easy control of water flow in and out of each barrel. Barrels are seated on 8x8x16 cinderblock stacks: Eight blocks per barrel. I am really happy with these barrels.

54 people found this helpful

Helpful Report abuse

Kindle Customer

Just One Flaw

Reviewed in the United States on August 6, 2016

Verified Purchase

The barrel is very durable and has just one flaw that I can see. The overflow valve is angled upward in such a way as to guarantee kinking any hose you attach to it. I'm thinking that I will use some PVC fittings to replace the hose option.

34 people found this helpful

Helpful Report abuse

Amazon Customer

Slow shipping

Reviewed in the United States on May 9, 2020

Verified Purchase

Subtotal
\$374.97



\$124.99

3/29/22, 2:15 PM

Amazon.com: Upcycle 55 Gallon Gray Rain Barrel : Patio, Lawn & Garden

Listen to Books & Original Audio Performances

Depository Books With Free Delivery Worldwide

Mojo Find Movie Box Office Data

Thousands of Digital Comics

Digital Photography

Sewing, Quilting & Knitting

Book reviews & recommendations

IMDb Movies, TV & Celebrities

IMDbPro Get Info Entertainment Professionals Need

Kindle Direct Publishing Indie Digital & Print Publishing Made Easy

Amazon Photos Unlimited Photo Storage Free With Prime

Prime Video Direct Video Distribution Made Easy

Shopbop Designer Fashion Brands

Amazon Warehouse Great Deals on Quality Used Products

Whole Foods Market America's Healthiest Grocery Store

Woot! Deals and Shenanigans

Zappos Shoes & Clothing

Ring Smart Home Security Systems

eero WiFi Stream 4K Video In Every Room

Blink Smart Security for Every Home

Neighbors App Real-Time Crime & Safety Alerts

Amazon Subscription Boxes Top subscription boxes - right to your door

PillPack Pharmacy Simplified

Amazon Renewed Like-new products you can trust

Subtotal \$374.97



\$124.99

Conditions of Use Privacy Notice Interest-Based Ads © 1996-2022, Amazon.com, Inc. or its affiliates

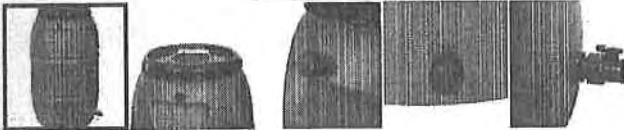
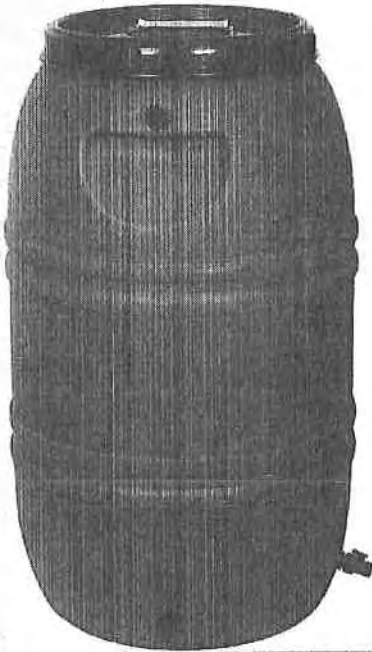
The CARY COMPANY

Est. 1895

[Home](#) / [Packaging & Containers](#) / [Drums & Barrels](#) / [Rain Barrels](#) / 55 Gallon Gray Rain Barrel with Spigot and Overflow

Part #: 56WRBA

55 Gallon Gray Rain Barrel with Spigot and Overflow



Part #: 56WRBA

55 Gallon Gray Rain Barrel with Spigot and Overflow

Collect and store rainwater draining from your roof!

This gray 55 gallon reconditioned rain barrel is made from high-density polyethylene (HDPE). Rain barrels are containers that collect and store rainwater draining from your roof. It provides an ample supply of free soft water that contains no chlorine, lime or calcium for gardens, flower pots, and car and window washing.

» [View our entire 55 Gallon Drum selection.](#)

*For quantities of 48 or more drums, please contact us for pricing and shipping rates.

Product Specifications

Quantity	Qty	Price
1		\$124.500 ea.
2		\$109.500 ea.
4		\$103.250 ea.
12		\$99.380 ea.

Packaging Detail
Pallet Pack: 4 ea.

QTY

[Add to Cart](#)

Availability: In Stock Quantity Available: Z

[Add to My List](#)

Interested in larger quantities?

[Request a Quote](#)

Call Us: (630) 629-6600

	30 DAY MONEY BACK GUARANTEE	FREE with your purchase

Related Products

Product	Price	Qty	Request
---------	-------	-----	---------



[Privacy - Terms](#)

generally around 145°F; however, testing is recommended with your specific product and application.

Disclaimer: This information has been provided as a general guide. It is the customer's responsibility to select the proper container for product and application compatibility. The Cary Company does hereby disclaim any and all warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose or use. We are not responsible for consequential damages arising from customer's selection and use of containers, container and label dimensions, and/or closures supplied by us.

Q & A

Customer Questions

What size is the spigot of this rain barrel? ▼

How tall is a 55 gallon drum? ▼

How wide is a 55 gallon drum? ▼

How much does a 55 gallon drum weigh? ▼

How are 55 gallon drums shipped? ▼

What 55 gallon drum quantities can ship UPS? ▼

Did you find what you were looking for?

Videos

Videos



[Privacy - Terms](#)

Resolution No. _____ of 2022, a resolution extending the waiver of permit fees for bars and restaurants to utilize tents and other temporary modifications to allow for outdoor seating.

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

WHEREAS, Resolution No. 116 of 2020 allowed business owners in Clifton Park a streamlined process for bars and restaurants to utilize tents and other temporary modifications to allow for outdoor seating during Phase II re-opening of the Capital Region as the area was emerging from the restrictions on economic activity imposed through former Governor Cuomo's Executive Orders 202.1 et seq. related to the COVID-19 emergency through October 15, 2020, and

WHEREAS, pursuant to Executive Order 202.38 and consistent with guidance issued by the New York State Department of Health on June 4, 2020, restaurants and bars within the county were allowed to open with indoor capacity limited, and

WHEREAS, local business owners have expressed a desire to continue providing safe outdoor dining experiences based on responses from customers, and

WHEREAS, the Town Board wishes to encourage business within the Town and to offer assistance by streamlining local procedures to increase capacity including outdoor seating, as the weather will permit, and

WHEREAS, the Town Board also wishes to encourage other businesses within the Town to expand their use of other outdoor spaces to the maximum extent practicable; now therefore be it

RESOLVED, that the Director of Building & Development is authorized to accept applications and to issue and establish for 2022, temporary permits for tents or canopies to enable outdoor seating capacity and uses after confirming compliance with all the New York State Fire & Building Codes, through December 31, 2022; and be it further

RESOLVED, that the permit fees for tents contained in Section 103-16 are hereby waived for existing bars, restaurants and establishments through December 31, 2022.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, March 30, 2022 3:23 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Supervisor
Attachments: 6244ae133bd5e-03302022scan_20220330150525.pdf

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

Department: **Supervisor**
Your email: **tmccarthy@cliftonpark.org**

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

Requested Meeting Date: **04-04-2022**

Brief Description: **extend tent permits to allow for outdoor seating.**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Resolution No. 42 of 2021, a resolution extending the waiver of permit fees for bars and restaurants to utilize tents and other temporary modifications to allow for outdoor seating during the Covid-19 Pandemic.

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

WHEREAS, Resolution No. 116 of 2020, allowed business owners in Clifton Park a streamlined process for bars and restaurants to utilize tents and other temporary modifications to allow for outdoor seating during Phase II re-opening of the Capital Region as the area was emerging from the restrictions on economic activity imposed through Governor Cuomo's Executive Orders 202.1 et seq. related to the COVID-19 emergency through October 15, 2020, and

WHEREAS, pursuant to Executive Order 202.38 and consistent with guidance issued by the New York State Department of Health on June 4, 2020, restaurants and bars within the county were allowed to open with indoor capacity limited, and

WHEREAS, Governor Cuomo is still issuing executive orders containing changing rules and restrictions against operations due to the Governor's assessments of the COVID-19 pandemic, and

WHEREAS, the Town Board wishes to encourage business within the town and to offer assistance by streamlining local procedures to increase capacity including outdoor seating, as the weather will permit, and

WHEREAS, the Town Board also wishes to encourage other businesses within the town to expand their use of other outdoor spaces to the maximum extent practicable; now, therefore, be it

RESOLVED, that the Director of Building & Development is authorized to accept applications and to issue and establish for 2021, temporary permits for tents or canopies to enable outdoor seating capacity and uses after confirming compliance with all the New York State Fire & Building Codes, through December 31, 2021; and be it further

RESOLVED, that the permit fees for tents contained in Section 103-16 are hereby waived for existing bars, restaurants and establishments through December 31, 2021.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

February 8, 2021

Teresa Brobston, Town Clerk

Resolution No. 205 of 2020, a resolution extending the waiver of permit fees for bars and restaurants to utilize tents and other temporary modifications to allow for outdoor seating during the Covid-19 pandemic.

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

WHEREAS, Resolution No. 116 of 2020, allowed business owners in Clifton Park a streamlined process for bars and restaurants to utilize tents and other temporary modifications to allow for outdoor seating during Phase II re-opening of the Capital Region as the area was emerging from the restrictions on economic activity imposed through Governor Cuomo's Executive Orders 202.1 et seq. related to the COVID-19 emergency through October 15, 2020, and

WHEREAS, pursuant to Executive Order 202.38, and consistent with guidance issued by the New York State Department of Health on June 4, 2020, restaurants and bars within the county were allowed to open with indoor capacity limited, and

WHEREAS, the state is still issuing executive orders containing changing rules and restrictions against operations due to New York State assessments of the COVID-19 pandemic, and

WHEREAS, the Town Board wishes to encourage business within the town and to offer assistance by streamlining local procedures to increase capacity through outdoor seating to the maximum extent practicable; now, therefore, be it

RESOLVED, that the Director of Building & Zoning is authorized to issue and extend temporary authorization for tents or canopies to enable outdoor seating capacity consistent with the New York State Fire & Building Codes, through December 31, 2020; and be it further

RESOLVED, that the permit fees for tents contained in Section 103-16 are hereby waived for existing bar and restaurant establishments through December 31, 2020.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

October 19, 2020

Teresa Brobston, Town Clerk

Resolution No. 116 of 2020, a resolution recommending a streamlined process for bars and restaurants to utilize tents and other temporary modifications to allow for outdoor seating during Phase II re-opening of the Capital Region.

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

WHEREAS, the Capital District and Saratoga County are emerging from the restrictions on economic activity imposed through Governor Cuomo's Executive Orders 202.1 et seq. related to the COVID-19 emergency, and

WHEREAS, pursuant to Executive Order 202.38 and consistent with guidance issued by the New York State Department of Health on June 4, 2020, restaurants and bars within the county are allowed to open to the extent that seating and parking capacity is available for outdoor seating, and

WHEREAS, the Town Board wishes to provide maximum flexibility to the bar and restaurant establishments within the town to open for outdoor seating consistent with NYSDOH minimum state standards as published by NYSDOH at <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/OutdoorTakeoutDeliveryFoodServicesMasterGuidance.pdf> and posted on the town's website www.cliftonpark.org, and

WHEREAS, permits for tents for outdoor events and seating are provided for in Section 103-16 of the Town Code; now, therefore, be it

RESOLVED, that the enforcement of local ordinances relative to site plan approvals for modifications to restaurant facilities for temporary modifications and expansions of seating capacity on private property associated with bar and restaurant establishments within the town are suspended through October 15, 2020, and be it further

RESOLVED, that the Director of Building & Zoning is authorized to issue temporary authorization for tents or canopies to enable outdoor seating capacity consistent with the New York State Fire & Building Codes, through October 15, 2020; and be it further

RESOLVED, that the permit fees for tents contained in Section 103-16 are hereby waived for existing bar and restaurant establishments through October 15, 2020.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

June 8, 2020

Teresa Brobston, Town Clerk

Resolution No. _____ of 2022, a resolution accepting dedication of sewer/utility easements from the Waite Meadows subdivision along a portion of New York State Route 146.

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

WHEREAS, Woodhaven Land Partners LLC wishes to dedicate certain sanitary sewer easements within the Waite Meadows Subdivision along a portion of Route 146 to the Town of Clifton Park for sewer purposes, and

WHEREAS, the Town Board agrees to accept the dedication of sanitary sewer easements; now, therefore be it

RESOLVED, that the Town Board hereby accepts the dedication of certain sanitary sewer improvements, and easements per the correspondence from Nadine Feiden Shadlock, Esq. dated March March 20, 2022, attached, subject to final review of deeds, and related transfer documents by the Town Attorney.

Meg Springli

From: Town of Clifton Park <noreply@cliftonpark.org>
Sent: Wednesday, March 30, 2022 10:06 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 04-04-2022 Supervisor
Attachments: 624463c91fe4e-03302022scan_20220330094543.pdf

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

Department: **Supervisor**
Your email: **tmccarthy@cliftonpark.org**

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

Requested Meeting Date: **04-04-2022**

Brief Description: **Accept Sewer Easements from Waite Meadows along Route 146**

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Meg Springli

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Wednesday, March 30, 2022 9:24 AM
To: Meg Springli
Subject: FW: Sanitary easements for Waite Meadows
Attachments: Sanitary Sewer Easement. Woodhaven Land Partners LLC to Town of Clifton Park. with attachments. 03.20.22.pdf; Sanitary Sewer Easement. Bruns to Town of Clifton Park. with Attachments 3.20.22.pdf

Can you do a resolution to accept sewer easements?

From: Nadine Shadlock <Nadine@nadineshadlock.com>
Sent: Sunday, March 20, 2022 8:14 PM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: FW: Sanitary easements for Waite Meadows

Tom,

A note to follow-up on my email below. Attached are copies of the proposed sanitary sewer easements for the sewer line extension along Route 146 near Waite Road. Please let me know next steps.

Very much appreciated.
Thank you.

Nadine

Nadine Feiden Shadlock, Esq.
518-281-6977

From: Nadine Shadlock
Sent: Monday, March 7, 2022 5:28 PM
To: Tom McCarthy <tmccarthy@cliftonpark.org>
Subject: Sanitary easements for Waite Meadows

Tom,

Good afternoon. I am at work on two sanitary sewer easements for Waite Meadows, along Route 146, just east of the intersection of Waite Road. My plan was to prepare the easements to the Town of Clifton Park and forward to you for your review. The legal descriptions and exhibit maps are completed.

Please let me know next steps and any additional requirements.

Thank you!

Nadine

Nadine Feiden Shadlock, Esq.
518-281-6977

NON-EXCLUSIVE SANITARY SEWER EASEMENT

THIS INDENTURE, made this ____ day of _____, 2022, between **WOODHAVEN LAND PARTNERS, LLC**, having an address of 13 Knollwood Drive, Glenville, NY 12302 (the "Grantor"), and the **TOWN OF CLIFTON PARK**, a Municipal Corporation organized and existing by virtue of the laws of the State of New York, with offices at 1 Town Hall Plaza, Clifton Park, New York (the "Town").

WITNESSETH:

WHEREAS, the Town is about to construct and/or extend a public sanitary sewer system extension for the benefit of property owners in the Town of Clifton Park, Saratoga County, New York; and

WHEREAS, the Grantor is the owner of certain real property on which the Town proposes to install sanitary sewer improvements, including sanitary sewer lines and appurtenant improvements (the "Land");

NOW, THEREFORE, the Grantor, in consideration of One and 00/100 (\$1.00) Dollar paid to Grantor, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, and release to the Town, its successors and/or assigns forever, the right, privilege, authority of a Non-Exclusive Sanitary Sewer Easement (the "Easement"), with the Town possessing the right to enter upon said Easement, construct and install, maintain, operate, inspect, repair, protect and replace sanitary sewer lines and other fixtures used in association with said sanitary sewer system and appurtenances thereto (the "Sanitary Infrastructure"), with said Easement located in the Town of Clifton Park, Saratoga County, New York, on the property of the Grantor which is described in more detail on "Schedule A", which is attached hereto, by metes and bounds description and exhibit map. With said Easement to be used for the installation, reconstruction, replacement, repair and maintenance of the Sanitary Infrastructure.

The Sanitary Infrastructure constructed on said premises shall remain the property of the Town, its successors and assigns, under its sole supervision and control, but the Grantor expressly

reserves the underlying fee title to said property on which the easement is located, subject to the rights and privileges granted by this Easement.

As fee owner, Grantor, or his successors or assigns in title, shall have the right to cross and enter upon said Easement, provided that Grantor shall not create any permanent improvements on the Easement which could, interfere with complete access to said Sanitary Infrastructure by the Town and for the purposes set forth in this Easement. The Town shall restore the Lands and improvements of Grantor to the condition prior to any work being conducted by the Town, including without limitation any lawn, shrubs, roadways, driveways or similar items disturbed in connection with the laying, maintenance, repair, replacement and/or reconstruction of said Sanitary Infrastructure, .

Grantor hereby warrants that he owns fee simple title in the Land and further agrees to execute any instruments necessary to allow the grant of clear title to the Easement to the Town of Clifton Park.

This instrument shall be binding upon the parties and their respective distributives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this _____ day of _____, 2022.

WOODHAVEN LAND PARTNERS, LLC

By: _____

STATE OF NEW YORK)

SS:

COUNTY OF SARATOGA)

On the ____ day of _____, in the year 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

TOWN OF CLIFTON PARK

By: _____

STATE OF NEW YORK)

SS:

COUNTY OF SARATOGA)

On the ____ day of _____, in the year 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

Tax Map Number: _____

Address: _____

MAP REFERENCES:

- 1) Map Entitled: "Minor Subdivision Plan, Two Lot Subdivision as prepared for Arthur A. Pasquariello, Et al."
 March 23, 2020
 Prepared By: The Environmental Design Partnership, LLP and ABD Engineers, LLP
 July 10, 2020
 Map Filed: Saratoga County Clerk's Office
 Map No. M2020099
- 2) Saratoga County Real Property Tax Map
 Town of Clifton Park
 Section 270.00
 Block 1
 Lot No 73

LEGEND:

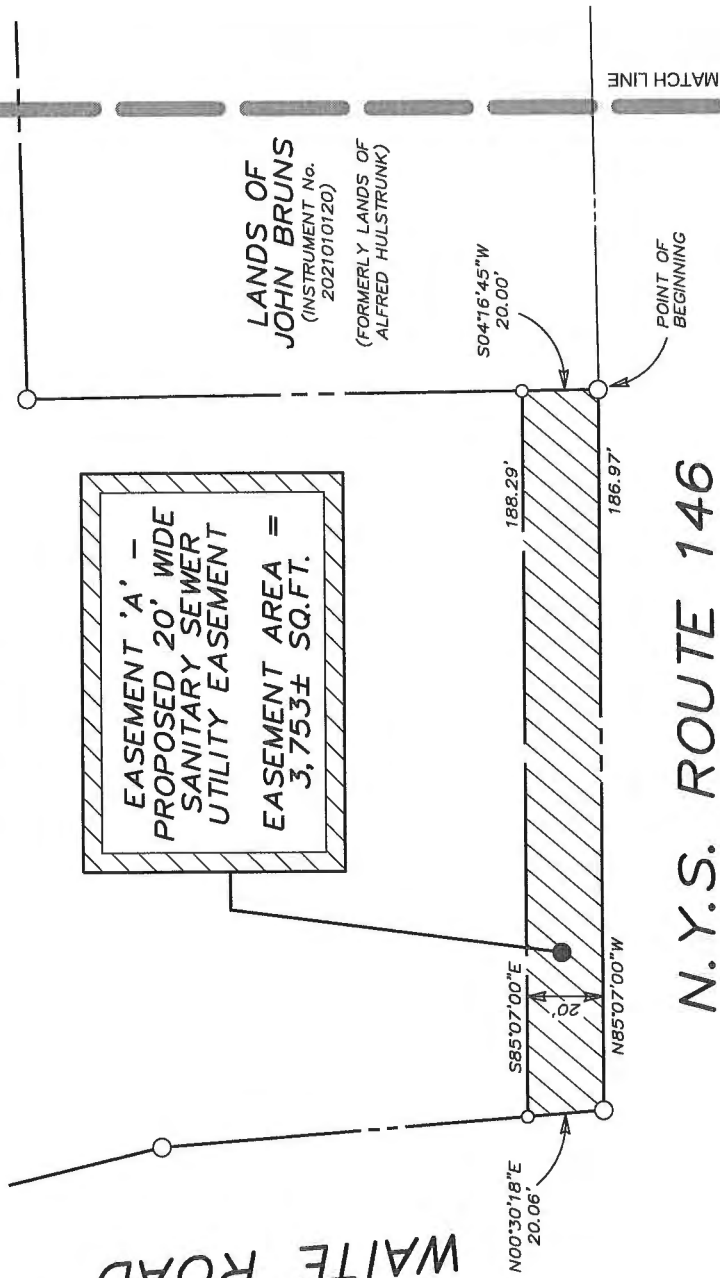
N/F denotes Now or Formerly

LOT 1

(SEE MAP REFERENCE No. 1)

WAITE ROAD

**EASEMENT 'A' -
 PROPOSED 20' WIDE
 SANITARY SEWER
 UTILITY EASEMENT
 EASEMENT AREA =
 3,753± SQ.FT.**

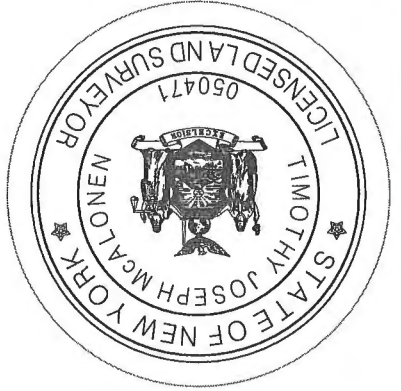


**LANDS OF
 JOHN BRUNS
 (INSTRUMENT No.
 2021010120)
 (FORMERLY LANDS OF
 ALFRED HULSTRUNK)**

N.Y.S. ROUTE 146

RECORD NORTH AS PER
 MAP REFERENCE No. 1

© 2022 BY ENVIRONMENTAL DESIGN PARTNERSHIP, LLP, ALL RIGHTS RESERVED
 UNAUTHORIZED ALTERATION OR ADDITION TO THIS MAP IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
 COPIES FROM THE ORIGINAL OF THIS SURVEY MAP NOT MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL NOT BE CONSIDERED A VALID TRUE COPY.



EASEMENT 'A'
 SHEET 1 OF 2
 20' WIDE SANITARY SEWER UTILITY EASEMENT THROUGH
 LOT 1 - ARTHUR A. PASQUARIELLO, Et al. SUBDIVISION
 TO BE GRANTED TO THE TOWN OF CLIFTON PARK
 TOWN OF CLIFTON PARK
 SCALE: 1" = 50'
 TIMOTHY J. McALONEN
 PLS 50,471
 tmcalconen@edpllp.com
 SARATOGA COUNTY, NEW YORK
 MARCH 3, 2022

**ENVIRONMENTAL DESIGN
 PARTNERSHIP, LLP**
 900 Route 146 Clifton Park, NY 12065
 (518) 371-7621
 edpllp.com

RECORD NORTH AS PER
 MAP REFERENCE No. 1

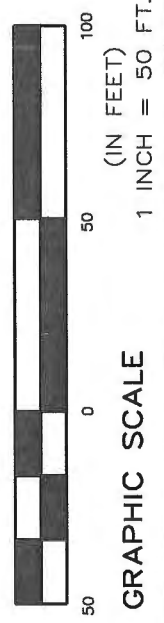
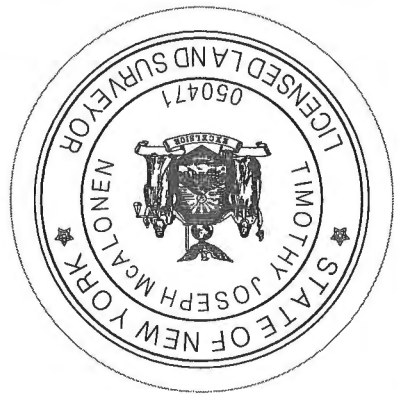
LOT 3
 (FILED MAP No.
 M2021111)

LOT 1
 (SEE MAP REFERENCE No. 1)

EASEMENT 'B' -
 PROPOSED 20' WIDE
 SANITARY SEWER
 UTILITY EASEMENT
 EASEMENT AREA =
 6,123± SQ.FT.

LANDS OF
 JOHN BRUNS
 (INSTRUMENT No.
 2021010120)
 (FORMERLY LANDS OF
 ALFRED HULLSTRUNK)

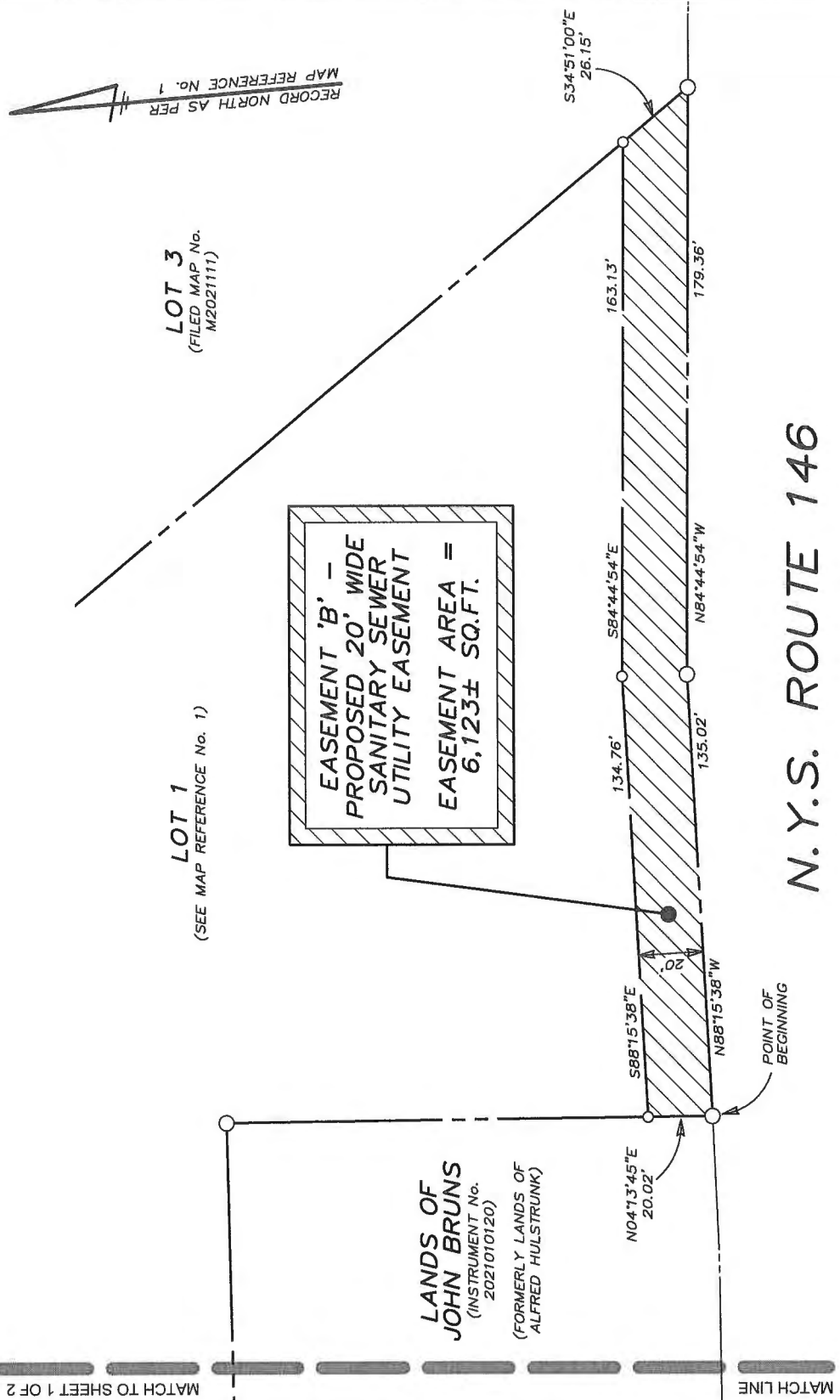
N.Y.S. ROUTE 146

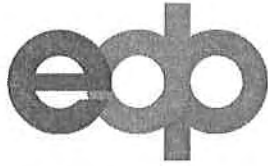


© 2022 BY ENVIRONMENTAL DESIGN PARTNERSHIP, LLP. ALL RIGHTS RESERVED
 UNAUTHORIZED ALTERATION OR ADDITION TO THIS MAP IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
 COPIES FROM THE ORIGINAL OF THIS SURVEY MAP NOT MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL NOT BE CONSIDERED A VALID TRUE COPY.

MATCH TO SHEET 1 OF 2

MATCH LINE





**SURVEY DESCRIPTION
20-FOOT WIDE SANITARY SEWER UTILITY EASEMENTS THROUGH
LOT 1 – ARTHUR A. PASQUARIELLO, Et al. SUBDIVISION
TO BE GRANTED TO THE
TOWN OF CLIFTON PARK
CLIFTON PARK, NY**

20-FOOT WIDE SANITARY SEWER EASEMENTS THROUGH ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Clifton Park, County of Saratoga, State of New York lying along the northerly line of N.Y.S. Route 146 and the easterly line of Waite Road within Lot 1, said lot as shown on a map entitled "Minor Subdivision Plan, Two Lot Subdivision as prepared for Arthur A. Pasquariello, Et al.", dated March 23, 2020 as prepared by The Environmental Design Partnership, LLP and ABD Engineers, LLP and filed in the Saratoga County Clerk's Office on July 10, 2020 as Map No. M2020099 and being further bounded and described as follows:

Easement 'A' – 20-Foot Wide Sanitary Sewer Utility Easement:

Beginning at the point of intersection of the northerly line of N.Y.S. Route 146 with the common division line of lands of John Bruns as conveyed in Instrument No. 2021010120 (formerly lands of Alfred Hulstrunk) to the east and Lot 1 to the west:

Thence from the said *Point of Beginning* along said northerly line of N.Y.S. Route 146, North 85 deg. 07 min. 00 sec. West, 186.97 feet to the point of intersection of said northerly line with the easterly line of Waite Road;

Thence along said easterly line of Waite Road, North 00 deg. 30 min. 18 sec. East, 20.06 feet to a point;

Thence through said Lot 1, South 85 deg. 07 min. 00 sec. East, 188.29 feet to a point in the aforesaid common division line of said lands of Bruns to the east and said Lot 1 to the west;

Thence along said common division line, South 04 deg. 16 min. 45 sec. West, 20.00 feet to the point or place of beginning of said *easement* and containing 3,753± square feet of land.

Easement 'B' – 20-Foot Wide Sanitary Sewer Utility Easement:

Beginning at the point of intersection of the northerly line of N.Y.S. Route 146 with the common division line of lands of John Bruns as conveyed in Instrument No. 2021010120 (formerly lands of Alfred Hulstrunk) to the west and Lot 1 to the east:

Thence from the said *Point of Beginning* along said common division line, North 04 deg. 13 min. 45 sec. East, 20.02 feet to a point;

Thence through said Lot 1 the following two (2) courses and distances:

- 1) South 88 deg. 15 min. 38 sec. East, 134.76 feet to a point; and
- 2) South 84 deg. 44 min. 54 sec. East, 163.13 feet to a point in the common division line of Lot 3 (Filed Map No. M2021111) to the east and said Lot 1 to the west;

Thence along said common division line, South 34 deg. 51 min. 00 sec. East, 26.15 feet to a point in the aforesaid northerly line of N.Y.S. Route 146;

Thence along said northerly line of N.Y.S. Route 146 the following two (2) courses and distances:

- 1) North 84 deg. 44 min. 54 sec. West, 179.36 feet to a point; and
- 2) North 88 deg. 15 min. 38 sec. West, 135.02 feet to the point or place of beginning of said *easement* and containing 6,123± square feet of land.

Said *easements* made subject to any and all enforceable covenants, conditions, easements and restrictions of record as they may appear.

March 2, 2022

Prepared By: Timothy J. McAlonen, PLS



Sanitary Sewer Easements - Lot 1.docx

NON-EXCLUSIVE SANITARY SEWER EASEMENT

THIS INDENTURE, made this ____ day of _____, 2022, between **JOHN BRUNS**, having an address of _____ (the “Grantor”), and the **TOWN OF CLIFTON PARK**, a Municipal Corporation organized and existing by virtue of the laws of the State of New York, with offices at 1 Town Hall Plaza, Clifton Park, New York (the “Town”).

WITNESSETH:

WHEREAS, the Town is about to construct and/or extend a public sanitary sewer system extension for the benefit of property owners in the Town of Clifton Park, Saratoga County, New York; and

WHEREAS, the Grantor is the owner of certain real property on which the Town proposes to install sanitary sewer improvements, including sanitary sewer lines and appurtenant improvements (the “Land”);

NOW, THEREFORE, the Grantor, in consideration of One and 00/100 (\$1.00) Dollar paid to Grantor, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, and release to the Town, its successors and/or assigns forever, the right, privilege, authority of a Non-Exclusive Sanitary Sewer Easement (the “Easement”), with the Town possessing the right to enter upon said Easement, construct and install, maintain, operate, inspect, repair, protect and replace sanitary sewer lines and other fixtures used in association with said sanitary sewer system and appurtenances thereto (the “Sanitary Infrastructure”), with said Easement located in the Town of Clifton Park, Saratoga County, New York, on the property of the Grantor which is described in more detail on “Schedule A”, which is attached hereto, by metes and bounds description and exhibit map. With said Easement to be used for the installation, reconstruction, replacement, repair and maintenance of the Sanitary Infrastructure.

The Sanitary Infrastructure constructed on said premises shall remain the property of the Town, its successors and assigns, under its sole supervision and control, but the Grantor expressly

reserves the underlying fee title to said property on which the easement is located, subject to the rights and privileges granted by this Easement.

As fee owner, Grantor, or his successors or assigns in title, shall have the right to cross and enter upon said Easement, provided that Grantor shall not create any permanent improvements on the Easement which could, interfere with complete access to said Sanitary Infrastructure by the Town and for the purposes set forth in this Easement. The Town shall restore the Lands and improvements of Grantor to the condition prior to any work being conducted by the Town, including without limitation any lawn, shrubs, roadways, driveways or similar items disturbed in connection with the laying, maintenance, repair, replacement and/or reconstruction of said Sanitary Infrastructure, .

Grantor hereby warrants that he owns fee simple title in the Land and further agrees to execute any instruments necessary to allow the grant of clear title to the Easement to the Town of Clifton Park.

This instrument shall be binding upon the parties and their respective distributives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on this _____ day of _____, 2022.

JOHN BRUNS

STATE OF NEW YORK)

SS:

COUNTY OF SARATOGA)

On the _____ day of _____, in the year 2022 before me, the undersigned, personally appeared John Bruns, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

TOWN OF CLIFTON PARK

By: _____

STATE OF NEW YORK)

SS:

COUNTY OF SARATOGA)

On the ____ day of _____, in the year 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

Tax Map Number: _____

Address: _____

MAP REFERENCES:

- 1) Map Entitled: "Minor Subdivision Plan, Two Lot Subdivision as prepared for Arthur A. Pasquariello, Et al."
 Map Date: March 23, 2020
 Prepared By: The Environmental Design Partnership, LLP and ABD Engineers, LLP
 Map Filed: July 10, 2020
 Map No. Saratoga County Clerk's Office M2020099
- 2) Saratoga County Real Property Tax Map
 Town of Clifton Park
 Section 270.00
 Block 1
 Lot No 73

LEGEND:

N/F denotes Now or Formerly




ENVIRONMENTAL DESIGN PARTNERSHIP, LLP
 900 Route 146 Clifton Park, NY 12065
 (518) 371-7621
 edpllp.com

LANDS OF JOHN BRUNS (FORMERLY ALFRED HULSTRUNK)
 TO BE GRANTED TO THE TOWN OF CLIFTON PARK
 10' WIDE SANITARY SEWER UTILITY EASEMENT THROUGH

SARATOGA COUNTY, NEW YORK
 MARCH 3, 2022
 tmcalonen@edpllp.com

TOWN OF CLIFTON PARK
 SCALE: 1" = 50'
 TIMOTHY J. MCALONEN
 PLS 50,471

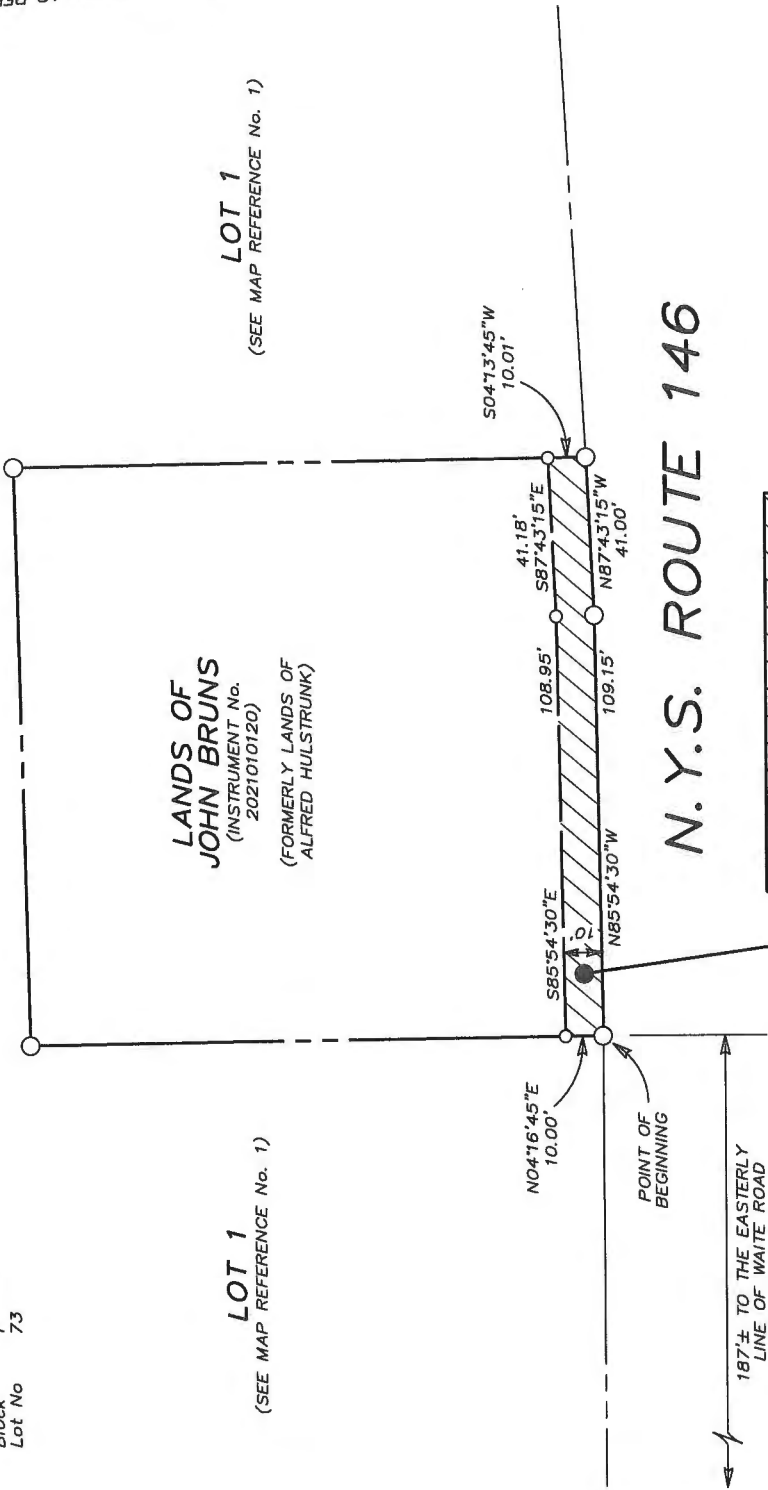
RECORD NORTH AS PER
 MAP REFERENCE No. 1



LOT 1
 (SEE MAP REFERENCE No. 1)

LANDS OF JOHN BRUNS
 (INSTRUMENT No. 2021010120)
 (FORMERLY LANDS OF ALFRED HULSTRUNK)

LOT 1
 (SEE MAP REFERENCE No. 1)



**PROPOSED 10' WIDE
 SANITARY SEWER
 UTILITY EASEMENT
 EASEMENT AREA =
 1.501± SQ.FT.**



GRAPHIC SCALE
 1 INCH = 50 FT.

© 2022 BY ENVIRONMENTAL DESIGN PARTNERSHIP, LLP, ALL RIGHTS RESERVED
 UNAUTHORIZED ALTERATION OR ADDITION TO THIS MAP IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
 COPIES FROM THE ORIGINAL OF THIS SURVEY MAP NOT MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL NOT BE CONSIDERED A VALID TRUE COPY.





**SURVEY DESCRIPTION
10-FOOT WIDE SANITARY SEWER UTILITY EASEMENT THROUGH
LANDS OF JOHN BRUNS (FORMERLY ALFRED HULSTRUNK)
TO BE GRANTED TO THE
TOWN OF CLIFTON PARK
CLIFTON PARK, NY**

10-FOOT WIDE SANITARY SEWER EASEMENT THROUGH ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Clifton Park, County of Saratoga, State of New York lying along the northerly line of N.Y.S. Route 146, approximately 187 east of the easterly of the of Waite Road and being further bounded and described as follows:

Beginning at the point of intersection of the northerly line of N.Y.S. Route 146 with the common division line of and Lot 1 (Filed Map No. M2020099) to the west and lands of John Bruns as conveyed in Instrument No. 2021010120 (formerly lands of Alfred Hulstrunk) to the east:

Thence from the said *Point of Beginning* along said common division line, North 04 deg. 16 min. 45 sec. East, 10.00 feet to a point;

Thence through said lands of Bruns the following two (2) courses and distances:

- 1) South 85 deg. 54 min. 30 sec. East, 108.95 feet to a point; and
- 2) South 87 deg. 43 min. 15 sec. East, 41.18 feet to a point in the common division line of Lot 1 (Filed Map No. M2020099) to the east and said lands of Bruns to the west;

Thence along said common division line, South 04 deg. 13 min. 45 sec. West, 10.01 feet to a point in the aforesaid northerly line of N.Y.S. Route 146;

Thence along said northerly line of N.Y.S. Route 146 the following two (2) courses and distances:

- 1) North 87 deg. 43 min. 15 sec. West, 41.00 feet to a point; and
- 2) North 85 deg. 54 min. 30 sec. West, 109.15 feet to the point or place of beginning of said *easement* and containing 1,501± square feet of land.

Said *easement* made subject to any and all enforceable covenants, conditions, easements and restrictions of record as they may appear.

March 2, 2022

Prepared By: Timothy J. McAlonen, PLS



Sanitary Sewer Easement - Bruns.docx



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County. Row 1: 270.-1-21, 412400, 1355 NYS Route 146, Clifton Park, Saratoga.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field (03/29/2022).

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) for conditions of conveyance such as 'Conveyance of fee interest', 'Acquisition of a controlling interest', etc.

Table for recording officer's use with columns: Amount received, Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		0 00
2.		
3.		0 00
4.		0 00
5.		
6.		0 00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
 - e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

The Town of Clifton Park

Grantor signature	Grantor	Grantee signature	Grantee
John Bruns	Title	By:	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name John Bruns	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County. Row 1: 270.-1-20.111, 412400, 1357 NYS Route 146, Clifton Park, Saratoga.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-9), Date of conveyance (03/29/2022), and Percentage of real property conveyed (0%).

Condition of conveyance (mark an X in all that apply)

Form with checkboxes for various conditions of conveyance (a-s), including fee interest, acquisition of interest, transfer of interest, cooperative housing, foreclosure, syndication, air rights, contract assignment, option assignment, leasehold assignment, leasehold grant, easement, exemption, property partly within and outside state, divorce/separation, and other.

Table for recording officer's use with columns: Amount received (Schedule B, Part 1 and Part 2), Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) <input type="checkbox"/> Exemption claimed	1.		0	00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.			
3	Taxable consideration (subtract line 2 from line 1)	3.		0	00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.		0	00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.			
6	Total tax due* (subtract line 5 from line 4)	6.		0	00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.			
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.			
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.			

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Woodhaven Land Partners, LLC

The Town of Clifton Park

Grantor signature	Grantor Title	Grantee signature	Grantee Title
-------------------	------------------	-------------------	------------------

By:

By:

Grantor signature	Title	Grantee signature	Title
-------------------	-------	-------------------	-------

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date