

TOWN OF CLIFTON PARK TOWN BOARD MEETING

September 12, 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

- **Presentation – SEDC – Saratoga County Infrastructure Resiliency Report**
- **Resolutions for Consideration**
- **Other Business**

VII. Open Public Privilege

NOTE:

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
September 12, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Agreement – Sewer	Approve Outside User Agreements for the Corporate Commerce Sewer District and parcels in the Miller Road Subdivision	P. Barrett
2. Town Board	Appointment of a Hearing Officer under N.Y. Civil Service §75	P. Barrett
3. Procurement – Historian	Authorize the Town Historian to attend the New York State Historian’s Conference per Procurement Policy 10	A. Flood
4. Procurement – Justice Court	Authorize the Justice Court to sign a lease agreement for a new digital printer/copier/scanner	P. Barrett
5. Procurement – Buildings & Grounds	Authorize the purchase of a Bobcat 4wd utility vehicle from Clark Equipment Co. under state contract	P. Barrett
6. Procurement – Buildings & Grounds	Accept a quote from Outdoor Motorsports & Trailer Sales for an equipment trailer	P. Barrett
7. Procurement – Buildings & Grounds	Accept a quote from P& J Mechanical for HVAC repairs at Town Hall	P. Barrett
8. Procurement – Buildings & Grounds	Award a bid for paving of certain trails within The Oaks and Mill Creek Subdivisions to Best Paving	P. Barrett

RESOLUTION

1

Resolution No. of 2022, a resolution authorizing the Supervisor to sign Outside User Agreements for properties within the first phase of the Miller Road Residential Subdivision to provide for service from the Corporate Commerce Sewer District.

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

WHEREAS, the Town Board, as Commissioners of the Corporate Commerce Sewer District No. 1, has received a request to extend service to (47) residential lots out of (79) lots approved for subdivision by the Planning Board on December 11, 2018, and

WHEREAS, the real property is located outside the current service area of the Corporate Commerce Sewer District and requires an outside user agreement for services consistent with notice to the developer dated April 17, 2018, and

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

WHEREAS, the Corporate Commerce Sewer District was established pursuant to a map, plan and report prepared by McDonald Engineering, as revised in February 2003, and

WHEREAS, some lots within the subdivision have been conveyed to buyers who have signed the agreements, while the agreement has been signed by developer Bella Homes for all remaining lots pending sale to homeowners; now, therefore, be it

RESOLVED, that the Town Board, as Commissioners of Corporate Commerce Sewer District No. 1, hereby approves an outside user connection to the District facilities for property located within the Miller Road residential subdivision on Tisdale Lane and Bismarck Lane, also known as lots (EX-27,EX-28,EX-30,EX-37,EX-45,EX46) and consecutive lots (C-1 through C-44 inclusive), as more particularly described in the attached map and description by Gilbert VanGuilder Land Surveyors dated March 16, 2022, as revised, and be it further

RESOLVED, that the Outside User Agreement shall be assigned to all the residences to be built on the described property under the terms of the agreement, and connected to the Corporate Commerce Sewer District facilities, and be it further

RESOLVED, that the Outside User Agreements for each property on the Final Subdivision stamped plan shall be uploaded to the file maintained in the parcel management database; and be it further

RESOLVED, that the applicable hookup fee of \$1,000 per home will be due and payable to the Town upon application for building permits for each lot.

Meg Springli

From: Mike O'Brien
Sent: Monday, August 22, 2022 12:09 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: RE: Resolution Request for TB Meeting: 09-06-2022 SEWER
Attachments: TM Bella OUA Memo.docx; Miller Road 43 lots.pdf; 27 Tisdale Miller Rd.pdf; 41 tisdale miller.pdf; 21 Tisdale Miller.pdf; 79 Tisdale Miller.pdf

Per instructions from Meg S. Here is supporting info for the proposed resolution from the sewer department

Mike

Michael O'Brien, Collection System Manager
Town of Clifton Park Sewer Department
1 Town Hall Plaza
Clifton Park, NY 12065

Email: mobrien@cliftonpark.org
C: 518-573-3414
O: 518-348-7313
F: 518-371-6726

From: Meg Springli <mspringli@cliftonpark.org>
Sent: Monday, August 22, 2022 9:02 AM
To: Mike O'Brien <mobrien@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>
Subject: RE: Resolution Request for TB Meeting: 09-06-2022 SEWER

Mike,

Per your voicemail, please reply to all on this email and attach all your backup documents to it. This will send it to everyone who needs to get the information.

Thanks,

Meg

From: noreply <noreply@cliftonpark.org>
Sent: Friday, August 19, 2022 2:22 PM
To: Meg Springli <mspringli@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 09-06-2022 SEWER

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

Department: **SEWER**
Your email: mobrien@cliftonpark.org

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

P. Barrett

Requested Meeting Date: **09-06-2022**

Brief Description: **Resolution to Approve Outside User Agreements for the Corporate Commerce Sewer District and properties in the Miller Road Subdivision. 47 Lots total.**

Budget #: **N/A**

Budget Description: **N/A**

\$ Amount: **n/a**

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Town of Clifton Park Sewer Department

One Town Hall Plaza, Clifton Park, NY, 12065

P:518-518-348-7313

F:518-371-3789

8/19/2022

To: Tom McCarthy, Town Attorney

From: Mike O'Brien, CSM

RE: Bella Homes Outside Users for Corporate Commerce.

Tom,

The Town of Clifton Park Sewer Department has received signed OUA for 47 Lots (Miller Road Subdivision, Bella Homes). These properties are served by the Corporate Commerce Sewer District and should be treated as Outside Users.

Respectfully,

Michael O'Brien, CSM

CORPORATE COMMERCE SEWER DISTRICT
OUTSIDE USER AGREEMENT

On this 6 day of May 2022, it is hereby agreed between the Town Board of the Town of Clifton Park as Commissioners of the Corporate Commerce Sewer District of the Town of Clifton Park, Saratoga County, hereinafter referred to as the "Sewer District" or "District" and Clifton Park Meadows, LLC as owner of Residential Property to be improved with a single-family residence at 39(Book 2020 Page 1565 section 270.12 block 5 lot 31), 43(Book 2020 Page 1565 section 270.12 block 5 lot 33), 45(Book 2020 Page 1565 section 270.12 block 5 lot 34), 47(Book 2020 Page 1565 section 270.12 block 5 lot 35), 49(Book 2020 Page 1565 section 270.12 block 5 lot 36), 51(Book 2020 Page 1565 section 270.12 block 5 lot 37), 53(Book 2020 Page 1565 section 270.12 block 5 lot 38), 55(Book 2020 Page 1565 section 270.12 block 5 lot 2), 57(Book 2020 Page 1565 section 270.12 block 5 lot 3), 59(Book 2020 Page 1565 section 270.12 block 5 lot 4), 61(Book 2020 Page 1565 section 270.12 block 5 lot 5), 63(Book 2020 Page 1565 section 270.12 block 5 lot 6), 65(Book 2020 Page 1565 section 270.12 block 5 lot 7), 67(Book 2020 Page 1565 section 270.12 block 5 lot 8), 69(Book 2020 Page 1565 section 270.12 block 5 lot 9), 71(Book 2020 Page 1565 section 270.12 block 5 lot 10), 73(Book 2020 Page 1565 section 270.12 block 5 lot 11), 75(Book 2020 Page 1565 section 270.12 block 5 lot 12), 77(Book 2020 Page 1565 section 270.12 block 5 lot 13), 46(Book 2020 Page 1565 section 270.12 block 5 lot 48), 48(Book 2020 Page 1565 section 270.12 block 5 lot 49), 50(Book 2020 Page 1565 section 270.12 block 5 lot 39), 52(Book 2020 Page 1565 section 270.12 block 5 lot 40), 54(Book 2020 Page 1565 section 270.12 block 5 lot 41), 56(Book 2020 Page 1565 section 270.12 block 5 lot 42), 58(Book 2020 Page 1565 section 270.12 block 5 lot 43), 60(Book 2020 Page 1565 section 270.12 block 5 lot 44), 28(Book 2020 Page 1565 section 270.12 block 5 lot 45), 30(Book 2020 Page 1565 section 270.12 block 5 lot 46), 33(Book 2020 Page 1565 section 270.12 block 5 lot 21), 31(Book 2020 Page 1565 section 270.12 block 5 lot 20), 29(Book 2020 Page 1565 section 270.12 block 5 lot 19), 25(Book 2020 Page 1565 section 270.12 block 5 lot 17), 23(Book 2020 Page 1565 section 270.12 block 5 lot 16) Tisdale Lane and 11(Book 2020 Page 1565 section 270.12 block 5 lot 27), 13(Book 2020 Page 1565 section 270.12 block 5 lot 28), 15(Book 2020 Page 1565 section 270.12 block 5 lot 29), 19(Book 2020 Page 1565 section 270.12 block 5 lot 30), 16(Book 2020 Page 1565 section 270.12 block 5 lot 25), 18(Book 2020 Page 1565 section 270.12 block 5 lot 24), 20(Book 2020 Page 1565 section 270.12 block 5 lot 23), 22(Book 2020 Page 1565 section 270.12 block 5 lot 22) Bismarck Lane Clifton Park NY 12065 and referred to herein as "Sewer User".

1. Sewer User hereby represents that they are the owners of a certain parcels of property in the Town of Clifton Park, County of Saratoga as depicted in Exhibit "A" of this Agreement. All such lots have been approved for the development of single-family homes. SEWER USER also represents, and the Town Acknowledges, that such real property is outside of the Corporate Commerce Sewer District boundaries as defined in the maps, plan and reports establishing and extending the District, and that they desire that they may be permitted to connect said

single family homes to the sewer main.

2. The Sewer District agrees that SEWER USER may make one connection from said sewer main to the said dwelling and that the Sewer District will furnish service to them upon the following terms and conditions:
 - a) SEWER USER hereby agrees to pay the following permit fees for connection to the Sewer District facilities,
 1. A \$1,000.00 hookup fee per lateral, payable at the Time of application for this Agreement.
 2. This Agreement may require a Saratoga County Sewer District #1 Grinder pump permit, which will be required prior to connecting to the system.
 3. Future maintenance and repair of the gravity lateral or grinder pump will be the responsibility of the Homeowner.
 4. Corporate Commerce Debt Service Sewer Charges of 1 unit per \$80,000 of Assessed Value of the improved property per Map, Plan and Report as revised dated February 24, 2003. For 2022, 1 unit = \$66.00 (see attached).
 5. Town operation and maintenance charges ... \$0.00
 6. Saratoga County Operation and maintenance fees as annually established. (Currently \$255.00 per year.)
 - b) SEWER USER also understands and agrees that these charges will become a component of the annual assessment on the property, and will run with the property and shall be an assessment against the property annually.
 - c) SEWER USER shall, at their own expense and subject to the supervision and approval of the Superintendent of said Sewer District shall make one connection with the sewer main on Tisdale Lane, Clifton Park NY. All such equipment or attachments shall be the same as those now used in said Sewer District or as prescribed by the Town Sewer Use Ordinance.
 - d) Each SEWER USER and property owner shall maintain the said service line from the sewer main, into their dwelling and shall also be responsible for and shall maintain the equipment and attachments thereto.
3. SEWER USER also agrees that the employees or agents of said Sewer District may enter upon their premises to inspect for illegal connections or discharges.
4. SEWER USER agrees that no further extensions or additions to any part of the existing sewer system, or the connection which is subject of this agreement, shall be made without express written consent of the Sewer District.

5. All Policies, Rules, regulations and restrictions which are applicable to customers shall apply to the Sewer User except to the extent they are inconsistent with this agreement and they agree to abide by said Policies, rules, regulations, and restrictions. Sewer User also agrees to make an application for service and abide by the conditions as set forth therein. A copy of said application is attached herewith as Exhibit A and is made part of this instrument.
6. Each SEWER USER and property owner connected to the District facilities shall pay any sewer rent or rate, equivalency charge or any other money owed to the District within thirty (30) days after the sending of a bill therefore. If user fails to pay said sewer rent or rate or equivalency charge or other money owed to the District within said thirty (30) day period of time the District may discontinue the supply of such sewer to the Sewer User upon five (5) days' notice as well as resort to any other remedy available to it.
7. SEWER USER further agree that if a petition is circulated which would include their property in an extension of said Sewer District; they will sign such petition for inclusion in such extension or consent to be included within an expanded sewer district. If Sewer User refuses to sign such petition and consent to inclusion within the district upon its extension, then upon ten (10) days' notice of the Sewer District, this Agreement shall terminate and come to an end.
8. This agreement shall terminate in the event the Sewer District is extended to include the sewer user property. It shall also be terminated at the option of the Sewer District upon failure of User to fulfill the terms of this agreement for a period of thirty (30) days after written notice of such failure. Otherwise this agreement shall be binding on the heirs, executors, successors and assigns of SEWER USER and the successors and assigns of the Sewer User and the successors and assigns of Corporate Commerce Sewer District. The provisions of this Agreement shall be reviewed, and upon the agreement of all parties herein renewed on an annual basis.
9. SEWER USER shall hold harmless and indemnify the Sewer District, its successors, agents and/or assigns, from any injury or liability arising out of this agreement.

TOWN OF CLIFTON PARK

Supervisor

Owner



Owner

Dated

Dated

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

PLANNING BOARD

ROCCO FERRARO
Chairman

ANTHONY MORELLI
Attorney

JANIS DEAN
Secretary



MEMBERS

Emad Andarawis
Denise Bagramian
Jeffery Jones
Andrew Neubauer
Eric Ophardt
Greg Szczesny

(alternate) Teresa LaSalle

December 12, 2018

ATTN: Vincent Riggi
V & R, LLC
41 Old Gick Road
Saratoga Springs, New York 12866

**RE: Miller Road Residential Subdivision
Project Number: 2017-035**

NOTICE OF DECISION

At a meeting held on June 12, 2018, the Planning Board of the Town of Clifton Park established itself as Lead Agency for this application, a Type I action, and issued a negative declaration pursuant to SEQRA. On July 10, 2018 the Board conducted a public hearing and on August 14, 2018 the Board voted unanimously to grant preliminary subdivision approval to the application. At its December 11, 2108 meeting the Board voted unanimously to grant final subdivision approval to this application submitted by V & R, LLC entitled Miller Road Residential Subdivision consisting of seventy-nine (79) lots conditioned upon build-out of the project with the installation of sidewalks within the northern node of the project which contains forty (40) carriage homes and all items listed in the final comment letter issued by the Planning Department. Should it be determined that the proposed sidewalks do not meet ADA standards or authorized exemptions from the regulations, the subdivision will be remanded back to the Planning Board for additional review. **Resolution #22 of 2018** is attached. The parcels to be subdivided are identified as tax map numbers 270.-2-51.2; 270.-2-32.112; 270.-2-38.12.

Respectfully,

Rocco Ferraro,
Chairman

Cc: Patricia O'Donnell, Town Clerk
S. Lansing, Lansing Engineering

Town of Clifton Park

Clifton Park Sewer Department

One Town Hall Plaza

Clifton Park, New York 12065

Phone: 518.348.7313

Fax: 518.371.6726



4/17/2018

Mr. Yates Scott Lansing, PE
Lansing Engineering
2452 NYS Route 9, Suite 301
Malta, New York 12020

RE: Riggi Miller Road sub.

Dear Mr. Lansing,

The Town of Clifton Park has reviewed the Riggi Subdivision Plans offers the following comments:

- The project lies outside of the Corporate Commerce Sewer District while proposing to connect to a main currently owned by the CCSD. An outside user agreement will be required.
- The existing 10" sewer main is adequate to handle the proposed flows generated by this 79-lot subdivision. Additional capacity review will be required by the Saratoga County Sewer District.
- Pursuant to the Town of Clifton Park Sewer Use Law, grinder pumps, house laterals, and street laterals will be the responsibility of the homeowner. All Grinder pumps must be exterior.
- A \$1,000 hook up fee per connection will be required paid prior to connection to the Town Sewer Main.
- While the system is owned by the Corporate Commerce Sewer District, the Saratoga County Sewer District #1 will be responsible for the permitting and inspection of all grinder pumps. The Town of Clifton Park Sewer Department must be notified when the connection is to be made.
- The operation of the sewer system is the responsibility of the developer until Town accepts dedication of new infrastructure.

Please submit a request for an outside user agreement for consideration of the Town Board.

Respectfully,

Michael O'Brien, CSM

CC: John Scavo, Director of Planning
Grant Eaton, SCSD#1

NOTICE OF DECISION
FINAL SUBDIVISION APPROVAL

Resolution #22 of 2018

At a meeting of the Planning Board held at the Town Hall of the Town of Clifton Park, Saratoga County, New York, One Town Hall Plaza on December 11, 2018 there were:

Present: R. Ferraro, Chairman, E. Andarawis, J. Jones, A. Neubauer, E. Ophardt,
T. LaSalle – Alternate Member
Absent: D. Bagramian, G. Szczesny

Mr. Ophardt offered Resolution #22 of 2018, and Mr. Andarawis seconded, and

Whereas, an application has been made to the Planning Board by V&R, LLC for approval of a subdivision entitled Subdivision of the Miller Road Residential Subdivision consisting of (79) lots;

Whereas, pursuant to Section 276 of the Town Law, a public hearing was advertised and was held on July 10, 2018;

Whereas, the Planning Board was established as Lead Agency for this application, a Type I action, and a negative declaration was issued pursuant to SEQRA on June 12, 2018;

Whereas, this application was granted preliminary subdivision approval on August 14, 2018;

Whereas, it appears to be in the best interest of the Town that said application be approved,

Now, therefore, be it resolved that the subdivision entitled Miller Road Residential Subdivision consisting of (79) lots is granted final approval conditioned upon build-out of the project with the installation of sidewalks within the northern node of the project which contains forty (40) carriage homes and all items listed in the final comment letter issued by the Planning Department. Should it be determined that the proposed sidewalks do not meet ADA standards or authorized exemptions from the regulations, the subdivision will be remanded back to the Planning Board for additional review.

Resolution #22 of 2018 passed 12/11/2018

Ayes: Neubauer, Andarawis, LaSalle, Jones, Ophardt, Ferraro.

Noes: None


Rocco Ferraro, Chairman

Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:

Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS

Associate:

Duane Rabideau, PLS

SUGGESTED DESCRIPTION
CLIFTON PARK SEWER DISTRICT-NORTH
MILLER ROAD RESIDENTIAL SUBDIVISION

All that certain tract, piece or parcel of land situate in the Town of Clifton Park, County of Saratoga, State of New York, being designated as Lot No. EX-27, EX-28, EX-30, EX-37, EX-46, EX-45, C-1, C-2, C-3, C-4, C-5, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20, C-21, C-22, C-23, C-24, C-31, C-32, C-33, C-34, C-35, C-36, C-38, C-39, C-40, C-41, C-42, C-43 and C-44 all as shown on a map entitled, "Miller Road Residential Subdivision", dated February 5, 2018, last revised May 26, 2019, prepared by Gilbert VanGuilder Land Surveyor, PLLC and Lansing Engineering, as filed in the Saratoga County Clerk's Office on September 25, 2019 as Instrument M2019195.

Todd Westerveld
PLS 50,319

CORPORATE COMMERCE SEWER DISTRICT
OUTSIDE USER AGREEMENT

On this 16 day of Aug, 2022, it is hereby agreed between the Town Board of the Town of Clifton Park as Commissioners of the Corporate Commerce Sewer District of the Town of Clifton Park, Saratoga County, hereinafter referred to as the "Sewer District" or "District" and Dan Filippone as owner of Residential Property improved with a single-family residence at 21 Tisdale Lane, Clifton Park NY 12065 also identified as Book 2020 Page 1565 section 270.12 block 5 lot 15 and referred to herein as "Sewer User".

1. Sewer User hereby represents that they are the owners of a certain parcels of property in the Town of Clifton Park, County of Saratoga as depicted in Exhibit "A" of this Agreement, having a Street Addresses of 21 Tisdale Lane. All such lots have been approved for the development of single-family homes. SEWER USER also represents, and the Town Acknowledges, that such real property is outside of the Corporate Commerce Sewer District boundaries as defined in the map, plan and reports establishing and extending the District and that they desire that they may be permitted to connect said single family homes to the sewer main.
2. The Sewer District agrees that SEWER USER may make one connection from said sewer main to the said dwelling and that the Sewer District will furnish service to them upon the following terms and conditions:
 - a) SEWER USER hereby agrees to pay the following permit fees for connection to the Sewer District facilities:
 1. A \$1,000.00 hookup fee per lateral, payable at the Time of application for this Agreement.
 2. This Agreement may require a Saratoga County Sewer District #1 Grinder pump permit, which will be required prior to connecting to the system.
 3. Future maintenance and repair of the gravity lateral or grinder pump will be the responsibility of the homeowner.
 4. Corporate Commerce Debt Service Sewer Charges of 1 unit per \$80,000 of Assessed Value of the improved property per Map, Plan and Report as revised dated February 24, 2001. For 2022, 1 unit = \$66.00 (see attached).
 5. Town operation and maintenance charges ... \$0.00
 6. Saratoga County Operation and maintenance fees as annually established. (Currently \$255.00 per year.)
 - b) SEWER USER also understands and agrees that these charges will become a component of the annual assessment on the property, and will run with the property and shall be an assessment against the property annually.

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

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

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

TOWN OF CLIFTON PARK

Owner

Supervisor



Owner

Dated

8/16/22

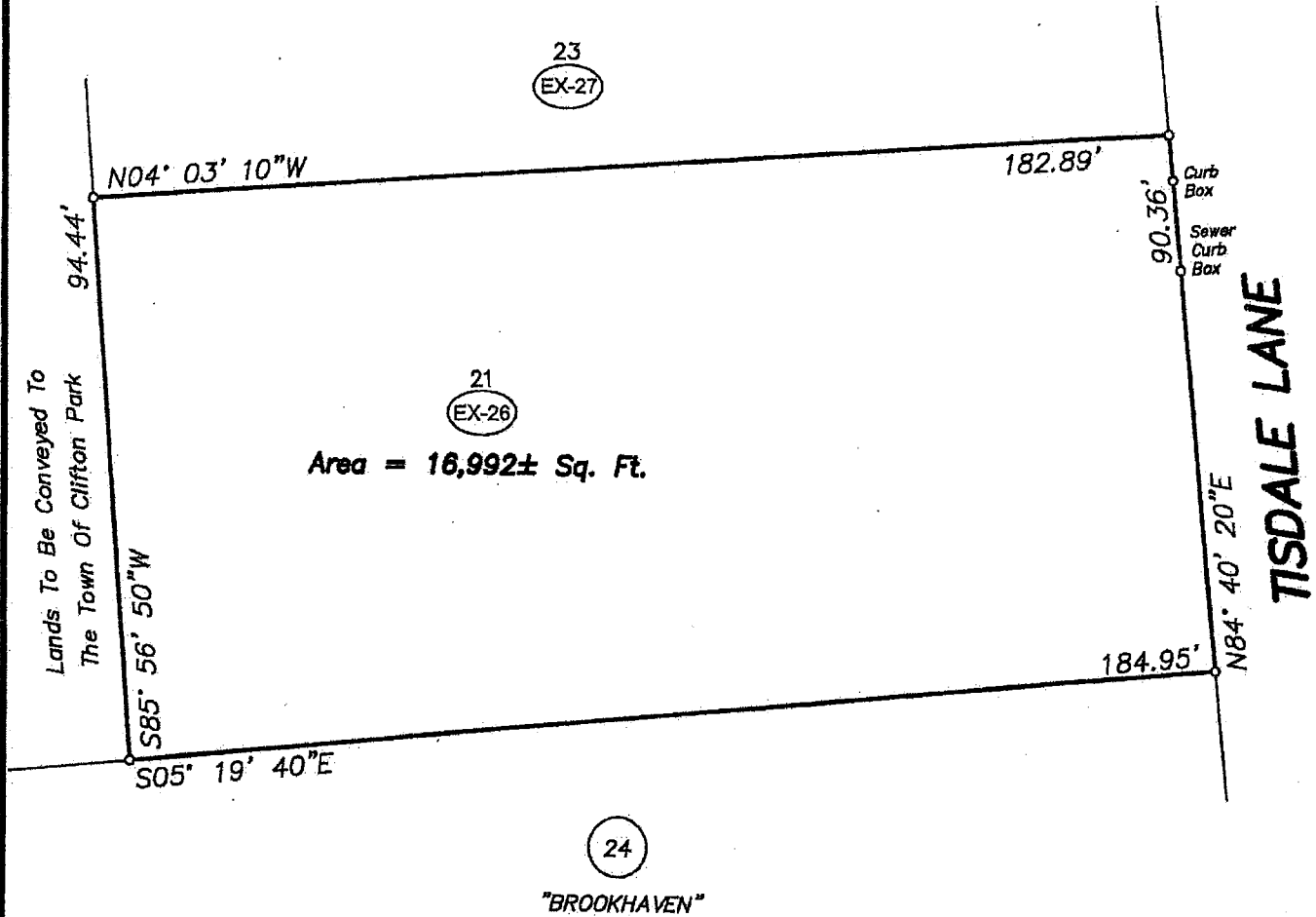
Dated

DEED REFERENCE

CONVEYANCE TO CLIFTON PARK MEADOWS, LLC BY DEED DATED JANUARY 13, 2020 AND RECORDED IN THE SARATOGA COUNTY CLERK'S OFFICE ON JANUARY 18, 2020 AS INSTRUMENT 2020001565.

MAP REFERENCE

MAP ENTITLED, "MILLER ROAD RESIDENTIAL SUBDIVISION", DATED JANUARY 31, 2018, PREPARED BY GILBERT VANGULDER LAND SURVEYOR, PLLC AND FILED IN THE SARATOGA COUNTY CLERK'S OFFICE ON SEPTEMBER 25, 2019 AS INSTRUMENT M2019195.



LOT EX-26	
MILLER ROAD SUBDIVISION	
STREET ADDRESS 21 TISDALE LANE	
TOWN OF CLIFTON PARK	SARATOGA COUNTY, NEW YORK
SCALE 1" = 30'	DATE MARCH 16, 2022
TELEPHONE NO.: (518) 383-0684	MAP NO.: 18 - 11 - 09F-A

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES OF THIS SURVEY MAP BEARING THE LAND SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL SHALL BE CONSIDERED VALID.

Gilbert VanGulder
Land Surveyor, PLLC
Professional Land Surveyors
958 Route 146, Clifton Park, New York 12065
gvglandsurveyors.com

Gilbert VanGuilder
Land Surveyor, PLLC
988 Route 146, Clifton Park, NY 12065
383-0634
FAX 371-8437

Members:

Gilbert G. VanGuilder, PLS
Robert A. Wilklow, PLS

Associate:

Duane Rabideau, PLS

SUGGESTED DESCRIPTION
LOT EX-26 #21 TISDALE LANE
MILLER ROAD RESIDENTIAL SUBDIVISION

All that certain tract, piece or parcel of land situate in the Town of Clifton Park, County of Saratoga, State of New York, being designated as Lot No. EX-26 as shown on a map entitled, "Miller Road Residential Subdivision", dated February 5, 2018, last revised May 26, 2019, prepared by Gilbert VanGuilder Land Surveyor, PLLC and Lansing Engineering, as filed in the Saratoga County Clerk's Office on September 25, 2019 as Instrument M2019195.

Todd Westerveld
PLS 50,319

2022000317

01/04/2022 04:17:57 PM
3 Pages RECORDED
DEED
Saratoga County Clerk

RTR

Meridian Research Group LLC
12 Cornell Rd.
Latham, NY 12110

WARRANTY DEED

21-5689

THIS INDENTURE, made the 10th day of November, 2021,

BETWEEN Clifton Park Meadows, LLC, a New York Limited Liability Company with offices at 228 Church Street, Saratoga Springs, New York 12866, party of the first part, and Devi Praveen Reddy Guttikonda and Pavani Mamilla, as husband and wife, residing at 1 Downing Square, Apt C, Guilderland, New York 12084, parties of the second part;

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the parties of the second part, hereby grants and releases unto the parties of the second part, their heirs and assigns forever

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situate lying and being in the Town of Clifton Park, County of Saratoga, and State of New York, being known and designated as Lot No. Ex-29 on a Map known as "Miller Road Residential Subdivision, Town of Clifton Park, Saratoga County, New York" made by Gilbert Van Guilder Surveyor, PLLC, and Lansing Engineering, dated 02/05/2018, last revised 08/26/2019 and filed in the Saratoga County Clerk's office on 09/25/2019 as Map No. N2019195 (hereinafter the "Subdivision Map" or the "Subdivision");

The parcel has a mailing address of: 27 Tisdale Lane, Clifton Park, New York 12065;

BEING the same premises conveyed to the party of the first part by deed dated January 13, 2020 and to be recorded in the Saratoga County Clerk's Office on January 16, 2020 as Instrument No. 2020001565;

SUBJECT to the Declaration of Covenants, Conditions and Restrictions of the Meadows at Clifton Park (Miller Road Residential Subdivision) dated September 1, 2021 and recorded in the Saratoga County Clerk's Office on September 13th, 2021 as Instrument No. 2021033792;

NOTICE: This property is subject to the Declaration and Covenants recorded in the Saratoga County Clerk's Office on May 17, 2019 as Instrument No. 2019012342;

SUBJECT TO any other the easements, covenants, conditions and restrictions of record affecting the premises, if any and any state of facts a survey would disclose;

TOGETHER with an easement for ingress and egress over the streets shown on the filed Subdivision Map until such time as the streets are dedicated and accepted by the Town of Clifton Park;

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

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their heirs and assigns forever.

AND said party of the first part covenant as follows:

FIRST, that the parties of the second part shall quietly enjoy the said premises; and


SECOND, that the party of the first part will forever warrant the title of said premises; and

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

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF:

Clifton Park Meadows, LLC


By: David M. DePaulo, Member

STATE OF NEW YORK)

) ss.

COUNTY OF SARATOGA)

On this 18th day of November, 2021, before me, the undersigned, personally appeared David M. DePaulo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.


Notary Public

STEVEN H. GOTTMANN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02GO6022213
Qualified in Saratoga County
Commission Expires March 29, 2019

Nov 2, 2021

R&R:

Meridian Research Group LLC
12 Cornell Rd.
Latham, NY 12110

CORPORATE COMMERCE SEWER DISTRICT
OUTSIDE USER AGREEMENT

On this 06 day of MAY, 2022, it is hereby agreed between the Town Board of the Town of Clifton Park as Commissioners of the Corporate Commerce Sewer District of the Town of Clifton Park, Saratoga County, hereinafter referred to as the "Sewer District" or "District" and Devipraveen Reddy Guttikonda as owner of Residential Property improved with a single-family residence at 27 Tisdale Lane, Clifton Park NY 12065 also identified as Book 2022 Page 317 section 270.12 block 5 lot 18 and referred to herein as "Sewer User".

1. Sewer User hereby represents that they are the owners of a certain parcels of property in the Town of Clifton Park, County of Saratoga as depicted in Exhibit "A" of this Agreement, having Street Address of 27 Tisdale Lane. All such lots have been approved for the development of single-family homes. SEWER USER also represents, and the Town Acknowledges, that such real property is outside of the Corporate Commerce Sewer District boundaries as defined in the maps, plan and reports establishing and extending the District, and that they desire that they may be permitted to connect said single family home to the sewer main.
2. The Sewer District agrees that SEWER USER may make one connection from said sewer main to the said dwelling and that the Sewer District will furnish service to them upon the following terms and conditions:
 - a) SEWER USER hereby agrees to pay the following permit fees for connection to the Sewer District facilities,
 1. A \$1,000.00 hookup fee per lateral, payable at the Time of application for this Agreement.
 2. This Agreement may require a Saratoga County Sewer District #1 Grinder pump permit, which will be required prior to connecting to the system.
 3. Future maintenance and repair of the gravity lateral or grinder pump will be the responsibility of the Homeowner.
 4. Corporate Commerce Debt Service Sewer Charges of 1 unit per \$80,000 of Assessed Value of the improved property per Map, Plan and Report as revised dated February 24, 2003. For 2022, 1 unit = \$66.00 (see attached).
 5. Town operation and maintenance charges ... \$0.00
 6. Saratoga County Operation and maintenance fees as annually established. (Currently \$255.00 per year.)
 - b) SEWER USER also understands and agrees that these charges will become a component of the annual assessment on the property, and will run with the property and shall be an assessment against the property annually.

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

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

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

TOWN OF CLIFTON PARK

Supervisor

Dated

Owner



Owner

05/06/2022

Dated

DEED REFERENCE

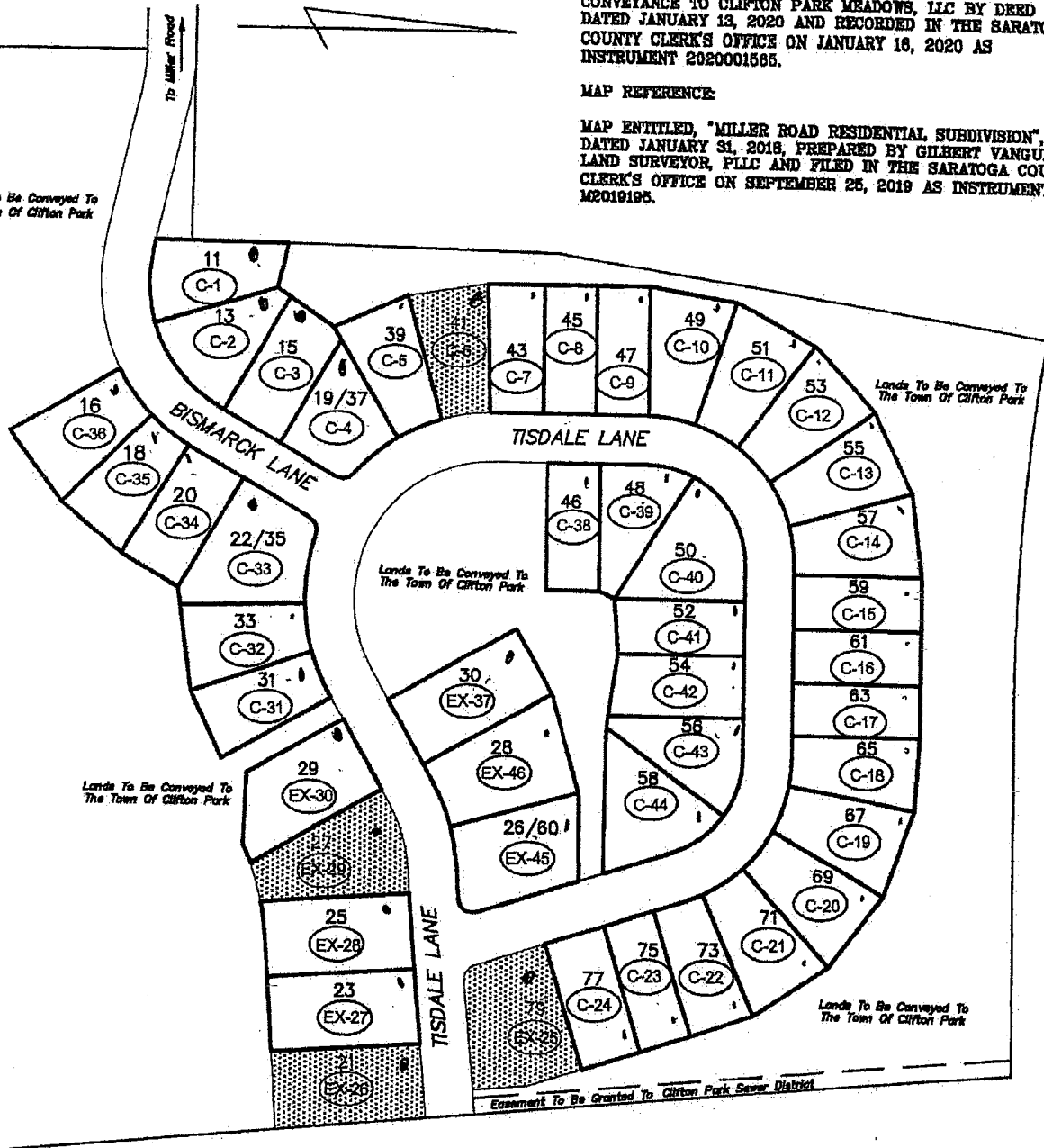
CONVEYANCE TO CLIFTON PARK MEADOWS, LLC BY DEED DATED JANUARY 13, 2020 AND RECORDED IN THE SARATOGA COUNTY CLERK'S OFFICE ON JANUARY 16, 2020 AS INSTRUMENT 2020001565.

MAP REFERENCE

MAP ENTITLED, "MILLER ROAD RESIDENTIAL SUBDIVISION", DATED JANUARY 31, 2018, PREPARED BY GILBERT VANGUILDER LAND SURVEYOR, PLLC AND FILED IN THE SARATOGA COUNTY CLERK'S OFFICE ON SEPTEMBER 26, 2019 AS INSTRUMENT M2019195.

Lands To Be Conveyed To The Town Of Clifton Park

Lands To Be Conveyed To The Town Of Clifton Park



N.Y.S. ROUTE 146

LOTS TO BE INCLUDED IN CLIFTON PARK SEWER DISTRICT MILLER ROAD SUBDIVISION

TOWN OF CLIFTON PARK	SARATOGA COUNTY, NEW YORK
SCALE 1" = 200'	DATE MARCH 16, 2022
TELEPHONE NO.: (518) 383-0634	MAP NO.: 18 - 08 - 08AF

Gilbert VanGuilder
Land Surveyor, PLLC
 Professional Land Surveyors
 988 Route 146, Clifton Park, New York 12065
 gvglandsurveyors.com

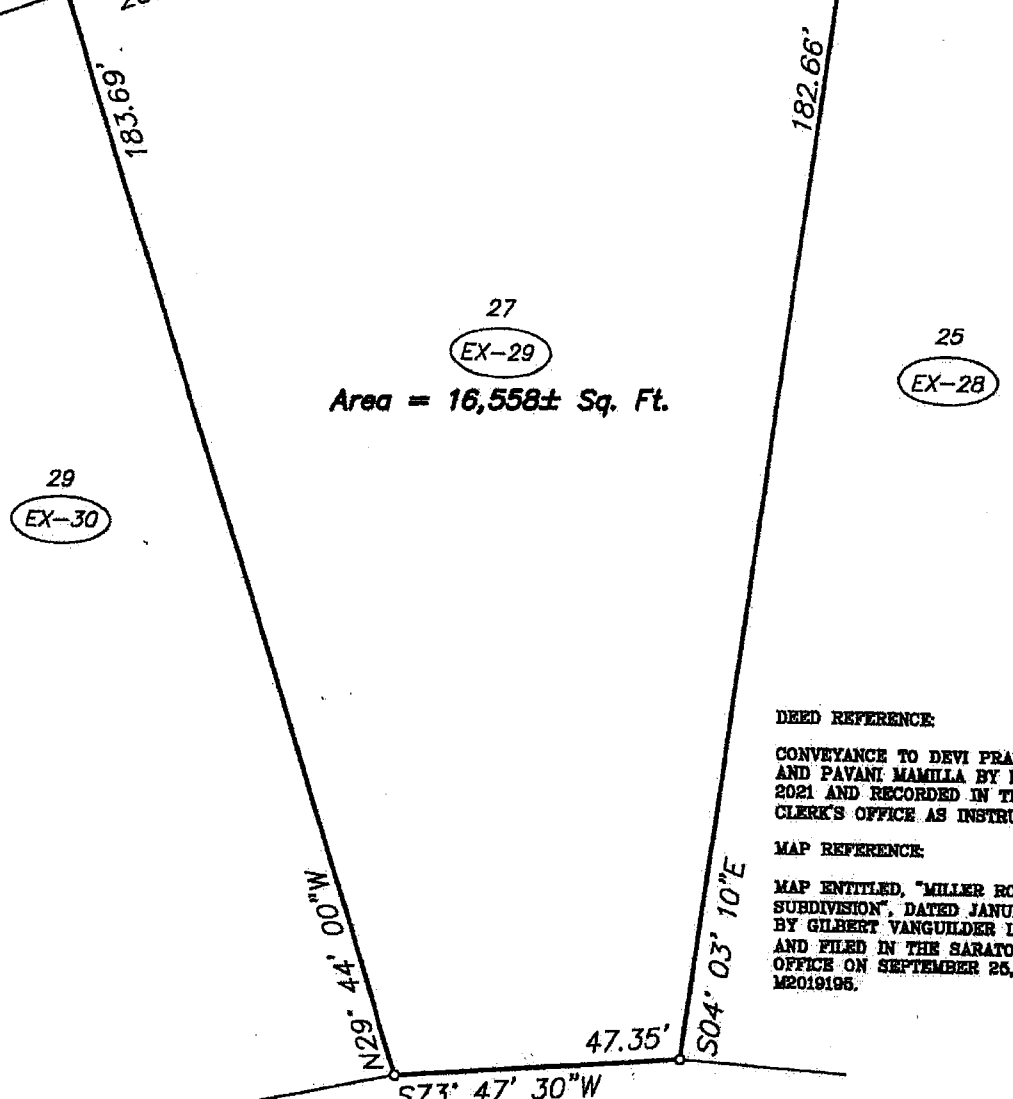
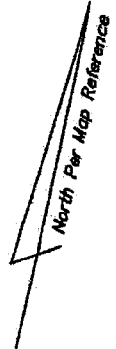
UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES OF THIS SURVEY MAP BEARING THE LAND SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL SHALL BE CONSIDERED VALID.

TISDALE LANE

(60' R.O.W.)

$R = 170.00'$
 $L = 76.19'$
 $Ch = 75.56'$
 $N60^{\circ} 16' 00'' E$
 $N73^{\circ} 06' 20'' E$
 $N85^{\circ} 56' 50'' E$

Curb Box



27
 EX-29
 Area = 16,558± Sq. Ft.

29
 EX-30

25
 EX-28

DEED REFERENCE:

CONVEYANCE TO DEVI PRAVEEN REDDY GUTHKONDA AND PAVANI MAMILLA BY DEED DATED NOV. 18, 2021 AND RECORDED IN THE SARATOGA COUNTY CLERK'S OFFICE AS INSTRUMENT 2021000317.

MAP REFERENCE:

MAP ENTITLED, "MILLER ROAD RESIDENTIAL SUBDIVISION", DATED JANUARY 31, 2018, PREPARED BY GILBERT VANGULDER LAND SURVEYOR, PLLC AND FILED IN THE SARATOGA COUNTY CLERK'S OFFICE ON SEPTEMBER 25, 2019 AS INSTRUMENT M2019195.

Lands To Be Conveyed To
The Town OF Clifton Park.

LOT EX-29
MILLER ROAD SUBDIVISION
STREET ADDRESS 27 TISDALE LANE

TOWN OF CLIFTON PARK, SARATOGA COUNTY, NEW YORK

SCALE: 1" = 30' DATE: MARCH 18, 2022

TELEPHONE NO.: (518) 383-0694 MAP NO.: 18 - 11 - 08J - A

Gilbert VanGulder
Land Surveyor, PLLC
 Professional Land Surveyors
 988 Route 146, Clifton Park, New York 12085
 gvglandsurveyors.com

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7206, SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES OF THIS SURVEY MAP BEARING THE LAND SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL SHALL BE CONSIDERED VALID.



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

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



INSTRUMENT #: 2022000317

Receipt#: 2022212411172
 Clerk: GB
 Rec Date: 01/04/2022 04:17:57 PM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 3

Party1: CLIFTON PARK MEADOWS LLC
 Party2: GUTTIKONDA DEVI PRAVEEN REDDY
 Town: CLIFTON PARK
 270.12-5-18

Recording:

Pages	10.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notice of Transfer of Sal	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00
Names	0.50
TP 584	5.00

Sub Total: 195.50

Transfer Tax
 Transfer Tax 2200.00

Sub Total: 2200.00

Total: 2395.50

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

***** Transfer Tax *****

Transfer Tax #: 3801
 Transfer Tax

Transfer Tax 2200.00

Total: 2200.00

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

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

Craig A. Hayner

Saratoga County Clerk

WARRANTY DEED

2021037143
10/14/2021 03:52:53 PM
3 Pages RECORDED
DEED
Saratoga County Clerk

THIS INDENTURE, made the 9th day of September, 2021,

BETWEEN Clifton Park Meadows, LLC, a New York Limited Liability Company with offices at 228 Church Street, Saratoga Springs, New York 12866, party of the first part, and Yusuf Mesut Dincer and Ayse Dilek Dincer, as husband and wife, both residing at 29 Iris Street, Apt 6, Glenmont, New York 12077, parties of the second part;

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the parties of the second part, hereby grants and releases unto the parties of the second part, their heirs and assigns forever

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situate lying and being in the Town of Clifton Park, County of Saratoga, and State of New York, being known and designated as Lot No. C-6 on a Map known as "Miller Road Residential Subdivision, Town of Clifton Park, Saratoga County, New York" made by Gilbert Van Guilder Surveyor, PLLC, and Lansing Engineering, dated 02/05/2018, last revised 08/26/2019 and filed in the Saratoga County Clerk's office on 09/25/2019 as Map No. N2019195 (hereinafter the "Subdivision Map" or the "Subdivision").

The parcel has a mailing address of: 41 Tisdale Lane, Clifton Park, New York 12065;

BEING the same premises conveyed to the party of the first part by deed dated January 13, 2020 and to be recorded in the Saratoga County Clerk's Office on January 16, 2020 as Instrument No. 2020001565;

SUBJECT to the Declaration of Covenants, Conditions and Restrictions of the Meadows at Clifton Park (Miller Road Residential Subdivision) dated September 1, 2021 and recorded in the Saratoga County Clerk's Office on September 21, 2021 as Instrument No. 2021033792;

NOTICE: This property is subject to the Declaration and Covenants recorded in the Saratoga County Clerk's Office on May 17, 2019 as Instrument No. 2019012342;

SUBJECT TO any other the easements, covenants, conditions and restrictions of record affecting the premises, if any and any state of facts a survey would disclose;

TOGETHER with an easement for ingress and egress over the streets shown on the filed Subdivision Map until such time as the streets are dedicated and accepted by the Town of Clifton Park;

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

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their heirs and assigns forever.

AND said party of the first part covenant as follows:

FIRST, that the parties of the second part shall quietly enjoy the said premises; and

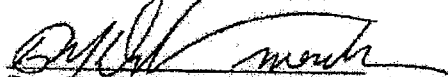
SECOND, that the party of the first part will forever warrant the title of said premises; and

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

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF:

Clifton Park Meadows, LLC

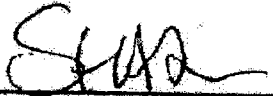

By: David M. DePaulo, Member

STATE OF NEW YORK)

) ss.

COUNTY OF SARATOGA)

On this 9th day of September, 2021, before me, the undersigned, personally appeared David M. DePaulo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.


Notary Public Steven H. Gottmann
NO 02606022013
my commission exp 5/2/2023
Saratoga County
R&R:

**CORPORATE COMMERCE SEWER DISTRICT
OUTSIDE USER AGREEMENT**

On this 3rd day of May, 2022, it is hereby agreed between the Town Board of the Town of Clifton Park as Commissioners of the Corporate Commerce Sewer District of the Town of Clifton Park, Saratoga County, hereinafter referred to as the "Sewer District" or "District" and Yusef Mesut Dincer and Ayse Dilek Dincer as owner of Residential Property improved with a single-family residence at 41 Tisdale Lane, Clifton Park NY 12065 also identified as Book 2021 Page 37143 section 270.12 block 5 lot 32 and referred to herein as "Sewer User".

1. Sewer User hereby represents that they are the owners of a certain parcels of property in the Town of Clifton Park, County of Saratoga as depicted in Exhibit "A" of this Agreement, having Street Addresses of All such lots have been approved for the development of single-family homes. SEWER USER also represents, and the Town Acknowledges, that such real property is outside of the Corporate Commerce Sewer District boundaries as defined in the maps, plan and reports establishing and extending the District, and that they desire that they may be permitted to connect said single family homes to the sewer main.

2. The Sewer District agrees that SEWER USER may make one connection from said sewer main to the said dwelling and that the Sewer District will furnish service to them upon the following terms and conditions:
 - a) SEWER USER hereby agrees to pay the following permit fees for connection to the Sewer District facilities,
 1. A \$1,000.00 hookup fee per lateral, payable at the Time of application for this Agreement.
 2. This Agreement may require a Saratoga County Sewer District #1 Grinder pump permit, which will be required prior to connecting to the system.
 3. Future maintenance and repair of the gravity lateral or grinder pump will be the responsibility of the Homeowner.
 4. Corporate Commerce Debt Service Sewer Charges of 1 unit per \$80,000 of Assessed Value of the improved property per Map, Plan and Report as revised dated February 24, 2003. For 2022, 1 unit = \$66.00 (see attached).
 5. Town operation and maintenance charges ... \$0.00
 6. Saratoga County Operation and maintenance fees as annually established. (Currently \$255.00 per year.)

 - b) SEWER USER also understands and agrees that these charges will become a component of the annual assessment on the property, and will run with the property and shall be an assessment against the property annually.

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

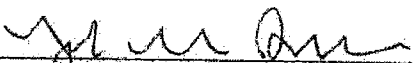
agreement shall be binding on the heirs, executors, successors and assigns of SEWER USER and the successors and assigns of the Sewer User and the successors and assigns of Corporate Commerce Sewer District. The provisions of this Agreement shall be reviewed, and upon the agreement of all parties herein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

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

TOWN OF CLIFTON PARK

Owner

Supervisor



Owner YUSUF M. OINKER

Dated

5/3/2022

Dated



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

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



INSTRUMENT #: 2021037143

Receipt#: 2021212398818

Clerk: GB

Rec Date: 10/14/2021 03:52:53 PM

Doc Grp: D

Descrip: DEED

Num Pgs: 3

Party1: CLIFTON PARK MEADOWS LLC

Party2: DINCER YUSUF MESUT

Town: CLIFTON PARK
270.12-5-32

Recording:

Pages	10.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Notice of Transfer of Sal	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00
Names	0.50
TP 584	5.00

Sub Total: 195.50

Transfer Tax
Transfer Tax 1966.00

Sub Total: 1966.00

Total: 2161.50

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

***** Transfer Tax *****
Transfer Tax #: 1840
Transfer Tax

Transfer Tax 1966.00

Total: 1966.00

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

Saratoga County Clerk

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

DEED REFERENCE:

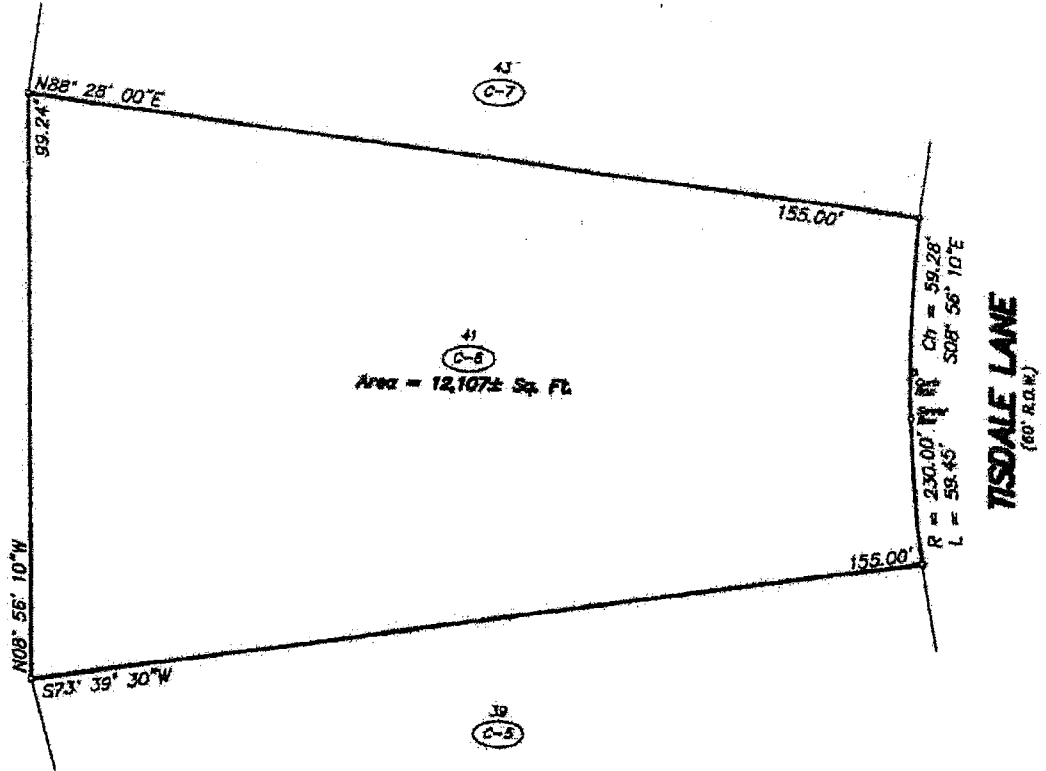
CONVEYANCE TO YUSUF MESUT DINCER AND AYSE DILEK DINCER BY DEED DATED SEPT. 8, 2021 AND RECORDED IN THE SARATOGA COUNTY CLERK'S OFFICE AS INSTRUMENT 2021037143.

MAP REFERENCE:

MAP ENTITLED, "MILLER ROAD RESIDENTIAL SUBDIVISION", DATED JANUARY 31, 2018, PREPARED BY GILBERT VANGUILDER LAND SURVEYOR, PLLC AND FILED IN THE SARATOGA COUNTY CLERK'S OFFICE ON SEPTEMBER 25, 2018 AS INSTRUMENT M2018196.

4

Land to Be Conveyed To
The Town Of Clifton Park



LOT C-6
MILLER ROAD SUBDIVISION
STREET ADDRESS 41 TISDALE LANE

TOWN OF CLIFTON PARK	SARATOGA COUNTY, NEW YORK
SCALE 1" = 80'	DATE MARCH 16, 2022
TELEPHONE NO.: (518) 583-0834	MAP NO.: 18 - 11 - 09H-A

Gilbert VanGuilder
Land Surveyor, PLLC
Professional Land Surveyors
988 Route 148, Clifton Park, New York 12065
gvglandsurveyors.com

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 2209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES OF THIS SURVEY MAP BEARING THE LAND SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL SHALL BE CONSIDERED VALID.

WARRANTY DEED

2021033793

09/21/2021 12:59:13 PM
3 Pages RECORDED
DEED
Saratoga County Clerk

THIS INDENTURE, made the 21 day of September, 2021,

BETWEEN Clifton Park Meadows, LLC, a New York Limited Liability Company with offices at 228 Church Street, Saratoga Springs, New York 12866, party of the first part, and Christopher Luu and Kathryn E. Luu, as husband and wife, both residing at 65 Mishawum Road, Woburn, MA 01801 parties of the second part;

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the parties of the second part, hereby grants and releases unto the parties of the second part, their heirs and assigns forever

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situate lying and being in the Town of Clifton Park, County of Saratoga, and State of New York, being known and designated as Lot No. EX-25 on a Map known as "Miller Road Residential Subdivision, Town of Clifton Park, Saratoga County, New York" made by Gilbert Van Guilder Surveyor, PLLC, and Lansing Engineering, dated 02/05/2018, last revised 08/26/2019 and filed in the Saratoga County Clerk's office on 09/25/2019 as Map No. N2019195 (hereinafter the "Subdivision Map" or the "Subdivision").

The parcel has a mailing address of: 79 Tisdale Lane, Clifton Park, New York 12065;

BEING the same premises conveyed to the party of the first part by deed dated January 13, 2020 and to be recorded in the Saratoga County Clerk's Office on January 16, 2020 as Instrument No. 2020001565;

SUBJECT to the Declaration of Covenants, Conditions and Restrictions of the Meadows at Clifton Park (Miller Road Residential Subdivision) dated September 15th 2021 and recorded in the Saratoga County Clerk's Office on _____ as Instrument No. _____;

NOTICE: This property is subject to the Declaration and Covenants recorded in the Saratoga County Clerk's Office on May 17, 2019 as Instrument No. 2019012342;

SUBJECT TO any other the easements, covenants, conditions and restrictions of record affecting the premises, if any and any state of facts a survey would disclose;

TOGETHER with an easement for ingress and egress over the streets shown on the filed Subdivision Map until such time as the streets are dedicated and accepted by the Town of Clifton Park;

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

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their heirs and assigns forever.

AND said party of the first part covenant as follows:

FIRST, that the parties of the second part shall quietly enjoy the said premises; and

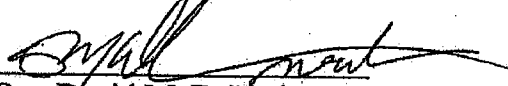
SECOND, that the party of the first part will forever warrant the title of said premises; and

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

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.


IN PRESENCE OF:

Clifton Park Meadows, LLC


By: David M. DePaulo, Member

STATE OF NEW YORK)
) ss.
COUNTY OF SARATOGA)

On this 1st day of September, 2021, before me, the undersigned, personally appeared David M. DePaulo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.


Notary Public

STEVEN H. GOTTMANN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02GO6022213
Qualified in Saratoga County
Commission Expires March 29, 2019

R&R:
Christopher + Kathryn Luv
79 Tisdale Lane
Clifton Park NY 12065

1st 2, 2021

CORPORATE COMMERCE SEWER DISTRICT
OUTSIDE USER AGREEMENT

On this 6th day of MAY, 2022, it is hereby agreed between the Town Board of the Town of Clifton Park as Commissioners of the Corporate Commerce Sewer District of the Town of Clifton Park, Saratoga County, hereinafter referred to as the "Sewer District" or "District" and Christopher Luu as owner of Residential Property improved with a single-family residence at 79 Tisdale Lane, Clifton Park NY 12065 also identified as Book 2021 Page 33793 section 270.12 block 5 lot 14 and referred to herein as "Sewer User".

1. Sewer User hereby represents that they are the owners of a certain parcels of property in the Town of Clifton Park, County of Saratoga as depicted in Exhibit "A" of this Agreement, having Street Address of 79 Tisdale Lane. All such lots have been approved for the development of single-family homes. SEWER USER also represents, and the Town Acknowledges, that such real property is outside of the Corporate Commerce Sewer District boundaries as defined in the maps, plan and reports establishing and extending the District, and that they desire that they may be permitted to connect said single family homes to the sewer main.
2. The Sewer District agrees that SEWER USER may make one connection from said sewer main to the said dwelling and that the Sewer District will furnish service to them upon the following terms and conditions:
 - a) SEWER USER hereby agrees to pay the following permit fees for connection to the Sewer District facilities,
 1. A \$1,000.00 hookup fee per lateral, payable at the Time of application for this Agreement.
 2. This Agreement may require a Saratoga County Sewer District #1 Grinder pump permit, which will be required prior to connecting to the system.
 3. Future maintenance and repair of the gravity lateral or grinder pump will be the responsibility of the Homeowner.
 4. Corporate Commerce Debt Service Sewer Charges of 1 unit per \$80,000 of Assessed Value of the improved property per Map, Plan and Report as revised dated February 24, 2003. For 2022, 1 unit = \$66.00 (see attached).
 5. Town operation and maintenance charges ... \$0.00
 6. Saratoga County Operation and maintenance fees as annually established. (Currently \$255.00 per year.)
 - b) SEWER USER also understands and agrees that these charges will become a component of the annual assessment on the property, and will run with the property and shall be an assessment against the property annually.

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

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

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

TOWN OF CLIFTON PARK

Supervisor

Dated

Owner



Owner

5/6/22

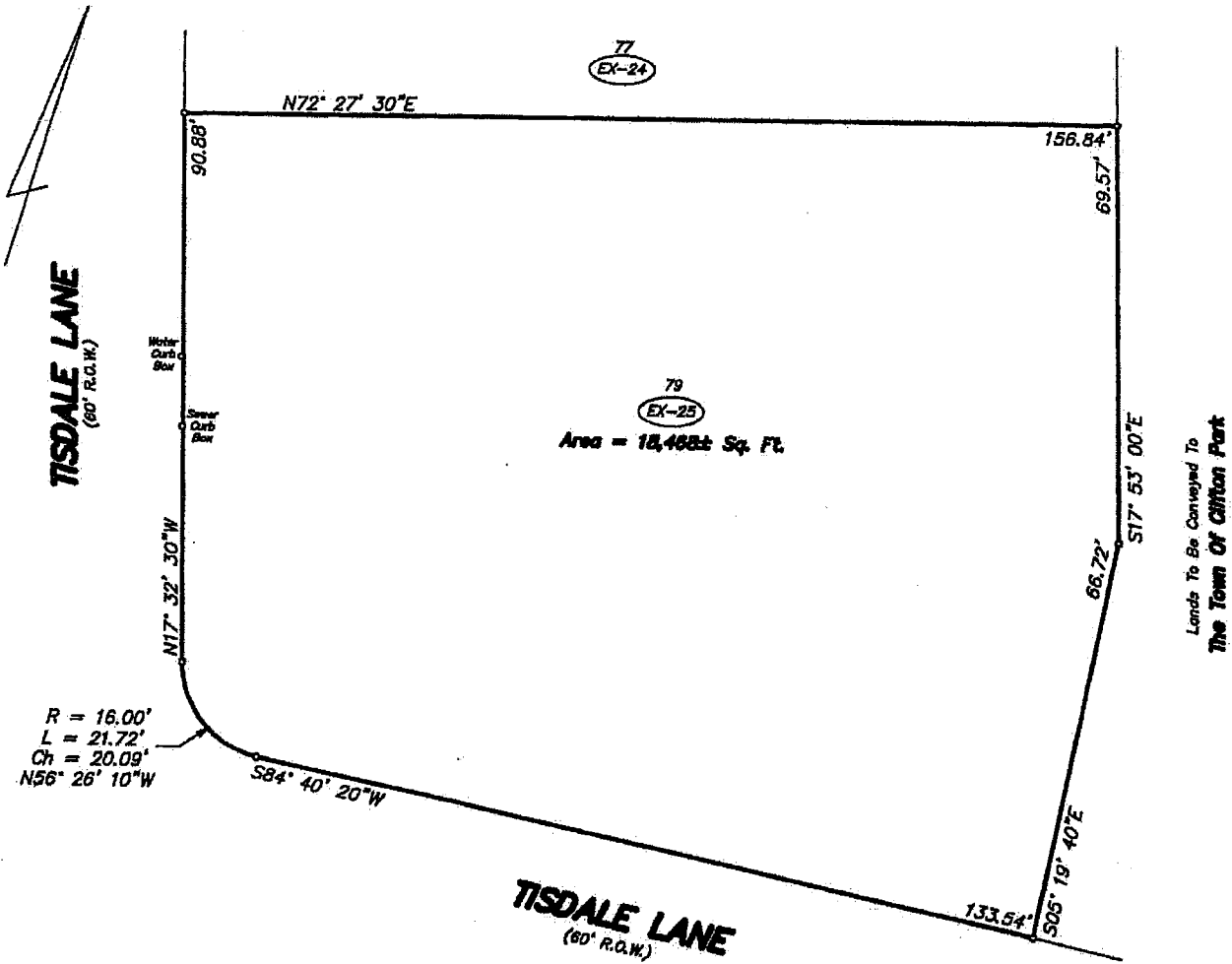
Dated

DEED REFERENCE:

CONVEYANCE TO CHRISTOPHER LUU AND KATHRYN K. LUU BY DEED DATED SEPT. 2, 2021 AND RECORDED IN THE SARATOGA COUNTY CLERK'S OFFICE AS INSTRUMENT 2021033793.

MAP REFERENCE:

MAP ENTITLED, "MILLER ROAD RESIDENTIAL SUBDIVISION", DATED JANUARY 31, 2018, PREPARED BY GILBERT VANGUILDER LAND SURVEYOR, PLLC AND FILED IN THE SARATOGA COUNTY CLERK'S OFFICE ON SEPTEMBER 25, 2019 AS INSTRUMENT M2019195.



**LOT EX-25
MILLER ROAD SUBDIVISION
STREET ADDRESS 79 TISDALE LANE**

TOWN OF CLIFTON PARK	SARATOGA COUNTY, NEW YORK
SCALE: 1" = 30'	DATE: MARCH 18, 2022
TELEPHONE NO.: (518) 383-0834	MAP NO.: 18 - 11 - 09G-A

Gilbert VanGuilder
Land Surveyor, PLLC
 Professional Land Surveyors
 988 Route 148, Clifton Park, New York 12085
 gvglandsurveyors.com

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES OF THIS SURVEY MAP BEARING THE LAND SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL SHALL BE CONSIDERED VALID.



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

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



INSTRUMENT #: 2021033793
 Receipt#: 2021212394923
 Clerk: GW
 Rec Date: 09/21/2021 12:59:13 PM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 3
 Party1: CLIFTON PARK MEADOWS LLC
 Party2: LUU CHRISTOPHER
 Town: CLIFTON PARK
 270.12-5-14

Recording:
 Pages 10.00
 Cover Sheet Fee 5.00
 Recording Fee 20.00
 Cultural Ed 14.25
 Records Management - Coun 1.00
 Records Management - Stat 4.75
 Notice of Transfer of Sal 10.00
 RP5217 Residential/Agricu 116.00
 RP5217 - County 9.00
 Names 0.50
 TP 584 5.00

Sub Total: 195.50

Transfer Tax
 Transfer Tax 2064.00

Sub Total: 2064.00

Total: 2259.50
 **** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 1253
 Transfer Tax
 Transfer Tax 2064.00
 Total: 2064.00

Record and Return To:

ELECTRONICALLY RECORDED BY CSC INGE0

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

Craig A. Hayner
 Saratoga County Clerk

RESOLUTION
2

Resolution No. _____ of 2022, a resolution appointing a Hearing Officer pursuant to Civil Service Section 75.

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

WHEREAS, on April 27, 2022, the Supervisor served a Notice of Discipline upon a Town employee, alleging incompetence arising from neglect of job duties, and

WHEREAS, on May 5, 2022, the employee so noticed served an answer, through counsel, demanding a hearing on the charges, and

WHEREAS, the Supervisor has referred the charges and the employee's demand for a hearing to the Town Board for action; now therefore, be it

RESOLVED, that pursuant to Section 75 of the New York State Civil Service Law, the Board hereby appoints Carolyn George, Cooper Erving, as hearing Officer to conduct a full hearing on the disciplinary charges, to make a record, and to make recommendations to the Board for disposition on the charges so made.

COOPER & ERVING



Carolyn B. George

OF COUNSEL

Albany, New York

Phone: 518-449-3900 | 888-352-3751

Fax: 518-432-3111

cgeorge@coopererving.com

Overview



Practice Areas



Education & Admissions



Representative Cases



Professional Associations and Memberships



Speaking Engagements



Pro Bono Activities

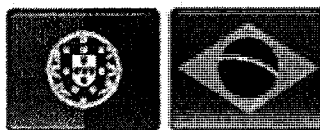


Recognition



SCHEDULE A CONSULTATION

Toll Free: 1-888-254-8448



Falamos Português

ALBANY

39 North Pearl Street
4th Floor Albany, NY 12207

Phone: 518-449-3900

Fax: 518-432-3111

[Map & Directions](#)

CLIFTON PARK

1520 Crescent Road Suite 300
Clifton Park, NY 12065

Phone: 518-371-0716

Fax: 518-432-3111

[Map & Directions](#)

Meg Springli

From: Tom McCarthy <TMcCarthy@cliftonpark.org>
Sent: Thursday, June 9, 2022 11:25 AM
To: Meg Springli
Subject: HO
Attachments: Res appointing a hearing officer.docx; Carolyn B.pdf

RESOLUTION

3

Resolution No. _____ of 2022, a resolution authorizing Town Historian John Scherer to attend the Association of Public Historians of New York State Annual Conference.

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

WHEREAS, Procurement Policy #10 states that all requests to attend classes, seminars or professional conferences involving overnight stays must be approved by the Town Board, and

WHEREAS, Amy Flood, Town Board Liaison to the Historic Preservation Commission, recommends that Town Historian John Scherer be authorized to attend the Association of Public Historians Conference in Kingston, New York, September 19-21, at a cost not to exceed \$675.00, and

WHEREAS, John Scherer's attendance at the Association of Public Historians Conference would confer a benefit to the town, and

WHEREAS, Councilmember Flood recommends that John Scherer also be allowed to attend the annual association board meeting held one day earlier on September 18, 2022; now, therefore, be it

RESOLVED, that John Scherer is authorized to attend the Association of Public Historians Conference in Kingston, New York, September 18-21, 2022 at a total cost not to exceed \$675.00 including registration, meals, lodging and transportation, to be paid from budget line item A- 7510-001 (Historian-Training/Conferences).

Meg Springli

From: noreply
Sent: Tuesday, August 16, 2022 7:55 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 09-19-2022 PARKS & RECREATION
Attachments: 62fb858b388e6-histotian conf invoice.pdf

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

Department: **PARKS & RECREATION**
Your email: **mwoerner@cliftonpark.org**

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

A. Flood
michael woerner

Requested Meeting Date: **09-19-2022**

Brief Description: **Town historian to attend ^{state} national conference of historians**
9/19-21 in Kingston, NY

Budget #: **A-7510-001**

Budget Description:

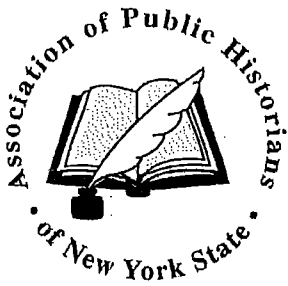
\$ Amount: **557.00 + transportation ? \$675 ?**

Procurement Policy 10: overnight stays

Additional Comments/Details:

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Enter search string



Home > Anonymous profile > Invoice # 00887

[Back](#)

Invoice #00887

Balance due: \$230.00

[Pay online](#)

Invoice details

Balance due \$230.00

Amount \$230.00

Invoice # 00887

Date Friday, July 29, 2022

Origin Event registration
APHNYS 2022 Annual Conference - Kingston, NY (Kingston, NY)

Invoiced to John Scherer, Town of Clifton Park
jlscherer@aol.com

Item	Amount
Registration for "APHNYS 2022 Annual Conference - Kingston, NY" (Monday, September 19, 2022 8:00 AM - Wednesday, September 21, 2022 12:00 PM, Kingston, NY), Member - Full conference	\$65.00
Monday Lunch: 1 x \$25.00 (USD)	\$25.00
Monday Dinner & Keynote Address: 1 x \$45.00 (USD)	\$45.00

Item

Amount

Tuesday Lunch: 1 x \$25.00 (USD)	\$25.00	
Tuesday Field Experience (choose one) - Stockade District: Matthewis Persen House and Senate House	\$25.00	
Tuesday Awards Dinner: 1 x \$45.00 (USD)	\$45.00	
	Invoice total	\$230.00

APHNYS is a 501(c)3 non-profit organization.



503 Washington Avenue
 Kingston, NY 12401
 845-338-1299 fax: 845-340-1908
 email: bwp@cooperhotels.com

Invoice

No.

Date:

TO:

John Scherer accommodations

CI DATE 9/18/22
 CO DATE 9/21/22
 ROOMS/NIGHT
 TERMS

Qty	Description	Unit Price	TOTAL
1	Overnight Accommodations 9.18	\$109.00	\$ 109.00
1	Overnight Accommoc 9.19	\$109.00	109.00
1	Overnight Accommoc 9.20	\$109.00	109.00
	sending tax exempt form		

Hotel Contact

Name Deb Harris
 Phone 845-338-1299 Fax 845-340-1908

SubTotal \$ 327.00

State Tax _____
 Advance Dep _____

Total 327.00

Thank you for your Business!

Please make check payable to: BEST WESTERN PLUS KINGSTON

RESOLUTION
4

Resolution No. _____ of 2022, a resolution authorizing the Supervisor to sign a Lease Agreement with De Lage Landen Financial Services, Inc. (through Electronic Business Products), for a digital copying system for use by the Town Courts.

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

WHEREAS, Town Justice Rybak has requested that a new digital printer/copier/scanner be leased for use by the Justice Court, and

WHEREAS, the proposed cost for leasing the copier has been budgeted per the attached schedule, and

WHEREAS, quotes were received with Electronic Business Products submitting the lowest quote of \$143.24 per month for sixty months, and

WHEREAS, the Town Board finds that the use of an installment purchase contract to finance the digital copying system is a cost-effective method of acquisition and is authorized by General Municipal Law Section 109 (B); now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to enter into a Lease Agreement with De Lage Landen Financial Services, Inc. (through Electronic Business Products), for a Lanier IM C3500 Digital Printer/Copier/Scanner System with print/scan/fax modules, for sixty (60) months, at a cost not to exceed \$143.24 per month, plus \$.0082 for black and white copies and \$.054 for color copies, to be paid from A-1110-0009 (Justice Court – Contractuals – Leases/Rentals).

Meg Springli

From: noreply
Sent: Thursday, September 1, 2022 3:25 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 09-12-2022 Justice Court

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

Department: Justice Court
Your email: rrybak@nycourts.gov

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

Requested Meeting Date: 09-12-2022

Brief Description: Request approval to lease a new copier

Budget #: A-1110-009
Budget Description: Lease of a new copier under the state contract
\$ Amount: ~~\$140.28~~ per month
143,24 60 months?

Additional Comments/Details:

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Terms and Conditions

A. SCOPE OF SERVICES: The charges established by this Agreement include payment for services performed by Electronic Business Products, Inc. ("EBP") during normal business hours 8:00 AM to 5:00 PM Monday through Friday, except Holidays recognized by EBP. Inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by EBP. Customer must separately purchase paper and staples. It is understood that the scope of services shall include only those items checked and initiated by the Customer on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls, Computer Network problems, and Data Cleansing are not included in the Scope of Services. Any Software sold or licensed hereunder are provided "AS IS" with no warranty express or implied.

B. PAYMENT: Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. EBP may cease performance under this Agreement if Customer is in breach under this or any other Agreement with EBP, if it is necessary for EBP to proceed legally to enforce this Agreement. Customer agree to pay, in addition to any award, all costs, including attorneys' fees incurred. EBP maintains a purchase money security interest in all equipment delivered, until paid in full, and Customer authorizes EBP to execute any necessary documents on behalf of Customer securing said interest.

C. ADVANCE INSPECTION: EBP reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.

D. REMEDIAL MAINTENANCE: During the term of a toner inclusive Agreements, EBP agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If EBP is notified by Customer during the term of the agreement that the equipment is not in good working condition, EBP will, during normal working hours, make necessary adjustments and repairs including replacement of parts. Parts or equipment broken due to abuse by the Customer are not covered and all related costs including labor is the Customer's responsibility. For time & material Agreements, parts and labor are not included in the agreement. EBP will promptly provide a quote with the appropriate part(s) and labor required to repair the equipment for approval prior to the repair of the equipment. EBP may from time to time adjust service hours as may be required in the course of business, so which time the customer will be advised. Service at times other than EBP's normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be used and/or reconditioned, provided they meet manufacturer's specifications. Parts that have been replaced become the property of EBP.

E. SERVICE LIMITATIONS: Customer agrees EBP will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of internet connection or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using toner, drum, processing units, ink, film, etc. from any other source other than EBP; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If EBP provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at EBP's then current rates for labor and parts. Customer agrees that EBP will not be required to make adjustments, repairs, or replacements if EBP is not provided reasonable access to the Equipment.

F. TONER: Toner inclusive contracts are based on manufacturer supply consumption rates. EBP will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of EBP. At the conclusion of this Agreement all unused toner must be returned, or additional charges shall be incurred. Additional toner is placed at Customer's site for convenience only and remains the property of EBP.

G. RELOCATION: Customer agrees to keep the Equipment at the installation location and not move it from that location without prior written consent of EBP. Customer agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new position or location, EBP shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate.

H. CUSTOMER RESPONSIBILITY: Customer will be responsible for regular care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc. (where applicable). Customer is solely responsible for security and protection of the equipment and network. EBP shall connect equipment to Customer's network, but has no responsibility for Customer's network.

I. LIABILITY LIMITATION: EBP's total liability is limited to repair and maintenance of the covered Equipment. EBP will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. EBP will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by EBP as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, internet or power, or the inability to obtain parts or supplies. In no event shall EBP be responsible for lost data, lost profits, damages or incidental or consequential damages. EBP's sole liability shall be limited to the amount Customer has paid EBP pursuant to this Agreement. EBP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE AND USE. BUYER AGREES THAT THE SYSTEM HAS BEEN SELECTED BY BUYER AND IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR BUYER'S PURPOSE.

J. TAXES: Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse EBP for all amounts paid or payable by EBP in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on EBP's gross or net income.

K. DEFAULT: Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with EBP within ten (10) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, EBP may, in addition to other remedies, (i) declare all sums (including penalties) accelerated and due under the terms of this Agreement and terminate the services under this Agreement without advance notice, including disabling the equipment.

L. INSURANCE: Customer shall maintain full insurance on all equipment provided hereunder, designating EBP as an additional insured. Customer assumes all risk of loss upon delivery to it.

M. NOTICES: Notices required under this agreement shall be written and sent to EBP at 4 Airport Park Boulevard, PO Box 926, Lathin, New York 12110 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark or hand delivered.

N. JURISDICTION: This agreement shall be interpreted and enforced according to the laws and in the courts of the State of New York.

O. INDEMNITY: With respect to, arising from, or in connection from this agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless EBP and its officers, directors, agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of EBP or its agents, representatives or employees.

P. METER READINGS: Customer agrees to provide EBP with remote access to the equipment for accurate meter readings. If remote access is not available, the Customer shall provide accurate meter readings based on the billing term on the front of this Agreement. If accurate meter readings are not provided, or if remote access is not available, EBP reserves the right to estimate the meter reading from previous meter readings. Customer agrees and consents that EBP may obtain meter readings via remote access and grants EBP the right to do so.




Q. RENEWAL/TERMINATION: Unless otherwise indicated, this is an annual Agreement that may not be terminated. This Agreement will renew yearly after the initial period unless cancelled by Customer in writing, no less than thirty (30) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. This Agreement shall automatically renew at the then current rates in effect. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, tariffs, labor or any other third-party charge. This agreement is subject to acceptance by EBP and will remain in force until cancelled as stated above. EBP reserves the right to cancel this contract at its discretion upon five (5) days written notice.

R. ASSIGNMENT: This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the customer to any further owners of the covered Equipment without the express written consent of EBP. EBP may assign this Agreement to its successor or assigns with Notice to Customer.

S. CONFIDENTIALITY CLAUSE: EBP recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. EBP agrees to use its best efforts to treat Customer Information on a confidential basis. EBP agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.

ELECTRONIC BUSINESS PRODUCTS

Authorized dealer
XANTÉ RICOHLANIER efi @PHSI

LESSEE	Full Legal Name Clifton Park, Town Of (inc)	Tax ID No. 1	Phone Number (518) 371-6668
	Billing Address 1 TOWN HALL PLZ, CLIFTON PARK, NY 12065-3610		Purchase Order Requisition Number
	5 MUNICIPAL PLAZA, CLIFTON PARK, NY 12065	County SARATOGA	Send Invoice to Attention of: CONNIE BROWN

Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
LANIER	IMC 3500		1	PRINTER, COPIER AND SCANNER

PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payment 143.24	Term of Lease in Months 60	Payment Frequency End of Lease Option	<input checked="" type="checkbox"/> Monthly <input checked="" type="checkbox"/> FMV	<input type="checkbox"/> Quarterly <input type="checkbox"/> \$1	Other
	Lease Payment <input type="checkbox"/> includes / <input type="checkbox"/> does NOT include maintenance/service/supplies (check one)			Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed
	Sales Tax Exempt <input type="checkbox"/> Please provide valid certificate.			+	+	=	Plus Applicable Taxes

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the time of the lease. You authorize us to adjust the Lease payments by up to 15% if the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of the Lease. You agree to pay us a fee of \$75.00 for the preparation of this Lease. You agree to pay us a fee of \$75.00 for the preparation of this Lease. You agree to pay us a fee of \$75.00 for the preparation of this Lease.

2. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

3. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

4. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by you or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purpose and will be admissible as legal evidence thereof. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/usprivacy.

5. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

6. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

7. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

8. Taxes: You agree to pay when due, either directly or as a reimbursement to us; all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED/NOT NEW		
	Signature	DOB	Date
	Title	Print Name	
	Legal Name of Corporation Clifton Park, Town Of (inc)		

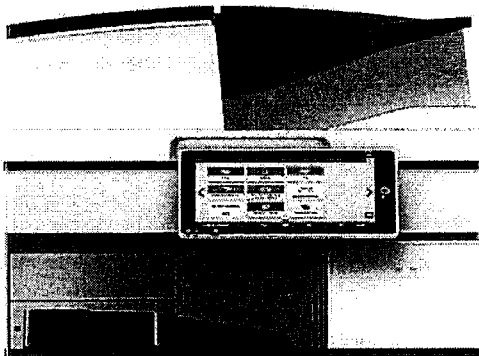
LESSOR	DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	Phone: (800) 735-3273 • Fax: (800) 776-2329	
	Commencement Date	Lease Number 500-50431125
Accepted By		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature	Date	Print Name	Title

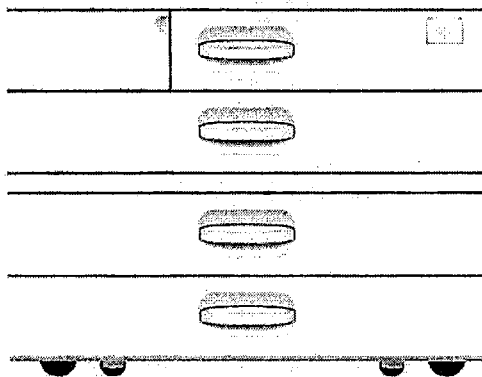


Created By: TCP 3500 COURT CONFIG | Phone: 5187865180 | Email: ghoffis@ebp-inc.com

Your Configured RICOH IM C3500



RICOH



Your Chosen Options

- IM C3500
- Paper Feed Unit PB3280
- Fax Option Type M37

*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
23.10in	27.00in	47.60in
(587mm)	(686mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Main Unit

Main Unit

Item/Description	Item #	Power Requirements
IM C3500	418300	120V-127V, 60Hz

Paper Tray & Optional Accessories


Item/Description	Item #	Power Requirements
Paper Feed Unit PB3280	418349	N/A

Fax Options

Item/Description	Item #	Power Requirements
Fax Option Type M37	418600	N/A

Main Unit


Main Unit

Item/Description	Item #	Thumbnail
<p>IM C3500</p> <ul style="list-style-type: none"> • Output Speed (Letter): 35-ppm • Average Monthly Volume: 7,000 impressions/month • Maximum Monthly Volume: 20,000 impressions/month • Power Requirements: 120V-127V, 60Hz • Weight: 219.1 lbs. (99.4 kg) • W x D x H (inches): 23.1 x 27 x 37.9 • W x D x H (mm): 586.74 x 685.8 x 962.66 	418300	

Note:

The DOSS does not overwrite the HDD for the Color Controller E-25C.

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
<p>Paper Feed Unit PB3280</p> <p>Provides an additional 1,100 sheets.</p> <p>Paper sizes up to 12" x 18".</p> <p>Paper weights up to 80 lb. Bond/166 lb. Index (300 g/m²).</p> <p>Weight: 50.7 lbs. (23 kg)</p> <p>W x D x H (inches): 23.1 x 27 x 9.7</p> <p>W x D x H (mm): 586.74 x 685.8 x 246.38</p>	418349	

Note:

Paper Feed Unit PB3280 cannot be installed with Paper Feed LCIT PB3290, Cabinet Type F or any related options.

Fax Options

Item/Description	Item #	Thumbnail
------------------	--------	-----------

Fax Option Type 157

Installation required to enable fax services: 33.6 kbps, approximately 2 second transmission speed, standard JBIG, and standard 320 Pages Memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), Fax Forwarding to Email & Paperless Fax function.

11000

Fax Destination
Enter fax destination with the numb

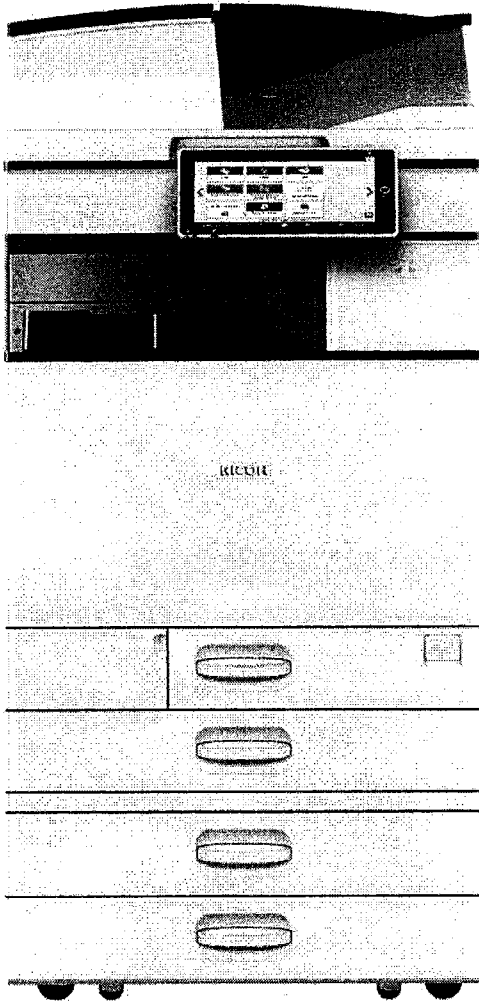
► Destination

912015551234...

Tone Pause

Created By: TCP 3500 COURT CONFIG | Phone: 5187865180 | Email: ghoffis@ebp-inc.com

Your Configured RICOH IM C3500



Your Chosen Options

- IM C3500
- Paper Feed Unit PB3280
- Fax Option Type M37

*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
23.10in	27.00in	47.60in
(587mm)	(686mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.



Main Unit

Main Unit

Item/Description	Item #	Power Requirements
IM C3500	418300	120V-127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit PB3280	418349	N/A

Fax Options

Item/Description	Item #	Power Requirements
Fax Option Type M37	418600	N/A

RESOLUTION

5

Resolution No. _____ of 2022, a resolution authorizing the purchase of a Bobcat Utility Vehicle for Buildings and Grounds Department from Clark Equipment Co. under New York State Contract#PC69396.

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

WHEREAS, Director of Buildings, Parks, and Recreation, Daniel Clemens, has requested authorization for the purchase of a Utility Vehicle for the Buildings and Grounds Department, per the attached, and

WHEREAS, the equipment is available under New York State Contract# PC69396, in an amount not to exceed \$20,824.60, and

WHEREAS, Mr. Clemens has recommended that the gas powered 4 wheel drive utility vehicle be purchased to best meet the needs of the department , and

WHEREAS, the equipment is available from Clark Equipment Company, dba Bobcat Company, Govt Sales, West Fargo, ND; now, therefore, be it

RESOLVED, that the Buildings and Grounds Department is authorized to purchase one Bobcat UV34, per the attached; and be it further

RESOLVED, that the Town Board hereby authorizes the purchase under State Contract # PC69396, in an amount not to exceed \$20,824.60, to be paid with funds from A-7629-200 (Parks – Trails - Equipment).

Meg Springli

From: noreply
Sent: Tuesday, September 6, 2022 1:18 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 09-12-2022 Buildings and Grounds
Attachments: 631780ad86044-Bobcat UV34 backup 9.6.22.pdf

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

Department: Buildings and Grounds
Your email: dclemens@cliftonpark.org

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

Requested Meeting Date: 09-12-2022

Brief Description: purchase a Bobcat UV34 gas powered 4 wheel drive utility vehicle for maintaining non improved trails. State contract PC69396

Budget #: A-7629-200
Budget Description: Trails contractual - Equipment
\$ Amount: \$20,824.60

Additional Comments/Details: This UV will replace our Kubota RTV 900 that is approximately 15 years old. It is needed to get to areas of nature trails that out trucks or electric carts can't, Garnsey, Veterans, NWNP, DKNP, VFNP

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:



Bobcat

Product Quotation

Quotation Number: AMS-08029
Date: 2022-08-26 10:27:32

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
TOWN OF CLIFTON PARK G901037 477 Clifton Park Center Rd Clifton Park, NY 12065	Neal Plummer Robert H. Finke & Sons Inc, Selkirk, NY 1569 ROUTE 9-W SELKIRK NY 12158 Phone: (518) 767-9331 Fax: (518) 767-2446	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
UV34 Gas	M1503	1	\$12,213.60	\$12,213.60
Engine				
<ul style="list-style-type: none"> Liquid Cooled Engine 40 HP Gas EFI Engine Pressurized Oiling System with Spin On Filter Engine Protection Oil Pressure & Water Temp High Capacity Air Filter 49 State Emission Compliant 				
Drive System				
<ul style="list-style-type: none"> CVT (Continuous Variable Transmission) Sealed CVT Cover w/remote intake & exhaust Four Wheel Drive 3 Drive Modes Forward Travel, Two Range (H/L) Integrated In-Transmission Park (P) Brakes - 4 Wheel, Hydraulic Disc with Dual-Bore 				
Front Calipers				
<ul style="list-style-type: none"> CV Guard, Front Shaft Drive with CV Joints 				
Suspension & Steering				
<ul style="list-style-type: none"> Front - Independent, Dual A Arm Rear - Independent, Dual A Arm Adjustable Front and Rear Coil Over Shocks Rack & Pinion Electric Power Steering Assist Tilt Steering Column 				
	Operator Compartment			
	<ul style="list-style-type: none"> Beverage Holder (4) 60/40 Split Bench Seats (3 Occupants) Under Seat, Upper & Lower Dash Storage Sealed Glove Box Storage 3 Seat Belts with 3 Point Restraint 			
	Tires			
	<ul style="list-style-type: none"> All Terrain Industrial (8 ply) Front/Rear, 26x10 12 			
	Wheels			
	<ul style="list-style-type: none"> Front/Rear, 12x6 Orange Steel Rim 			
	Electrical			
	<ul style="list-style-type: none"> Headlights, High & Low Beams 4-35 Watts LED Tail & Brake Lights 6 Outlet Accessory Pwr Bar 75 Amp/900W Stator 575 CCA Battery 			
	Instrumentation Panel			
	<ul style="list-style-type: none"> Indicator Lights: Glow Plug (Diesel Only), Seat Belt Reminder, High Beam On, Engine Oil Pressure 			
	(Diesel only), Engine Temp High, Service Power Steering and Service Engine.			
	<ul style="list-style-type: none"> LCD Display: Speedo, Engine Temp, Engine RPM, Volt, 			
	Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode, Odometer, Service Reminder and Gear Position.			
	Cargo Box and Frame			
	<ul style="list-style-type: none"> Composite Cargo Box w/ Cylinder Lift Assist Quick Latch Tailgate w/ Single Latch Integrated Box Accessory System Rear Receiver Hitch - 2 in. Full Chassis Skid Plates ROPS (Roller Over Protective Structure) 			
	Warranty			
	<ul style="list-style-type: none"> 1 year/1000 hours 			
MY22 UV34 Gas	M1503-R00-Y22	1	\$0.00	\$0.00
UV34 Gas EPS Cab & Heat Package	M1503-P01-C03	1	\$5,900.00	\$5,900.00

Total of Items Quoted	\$18,113.60
Dealer P.D.I.	\$100.00
Freight Charges	\$1,420.00
Dealer Assembly Charges	\$0.00
Other Charges: Material and Logistics	\$1,191.00
Quote Total - US dollars	\$20,824.60

Notes:

*Prices per the New York State Contract – PC69396
 *Terms Net 60 Days. Credit cards accepted.
 *FOB Destination
 *State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.
 *TID# 38-0425350
 *Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.
 *Quote valid for 30 days

ORDER ACCEPTED BY:

SIGNATURE	DATE
PRINT NAME AND TITLE	PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? YES NO

Exempt in the State of _____

Tax Exempt ID:

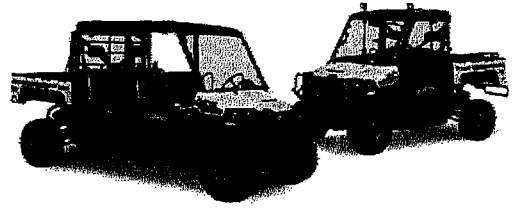
FEDERAL - _____

STATE - _____

Expiration Date: _____



Utility Vehicles
UV34, UV34XL



**One Tough
Animal**



ALL-OUT PERFORMANCE

If you're reading this, there's a good chance that, to you, high performance means carrying heavy loads, hauling people, moving supplies and equipment, or clearing a path through a heavy snowfall. To put it another way, you need a utility vehicle for getting things done.

If that's the case, Bobcat® utility vehicles are made for people like you.

Built for hard work from front to back and top to bottom, these machines are the only utility vehicles fit to wear the Bobcat brand. They deliver fast-moving transportation, heavy-hauling ease of use and pure work-focused performance that take productivity higher.

When you need work-focused performance, look to the hardest-working brand on the planet: Bobcat.

HAUL

A Bobcat utility vehicle can carry up to 1,250 pounds; that's nearly as much as a pickup. The 2-inch receiver hitch on Bobcat utility vehicles can easily tow up to 2,500 pounds of trailered equipment and materials.

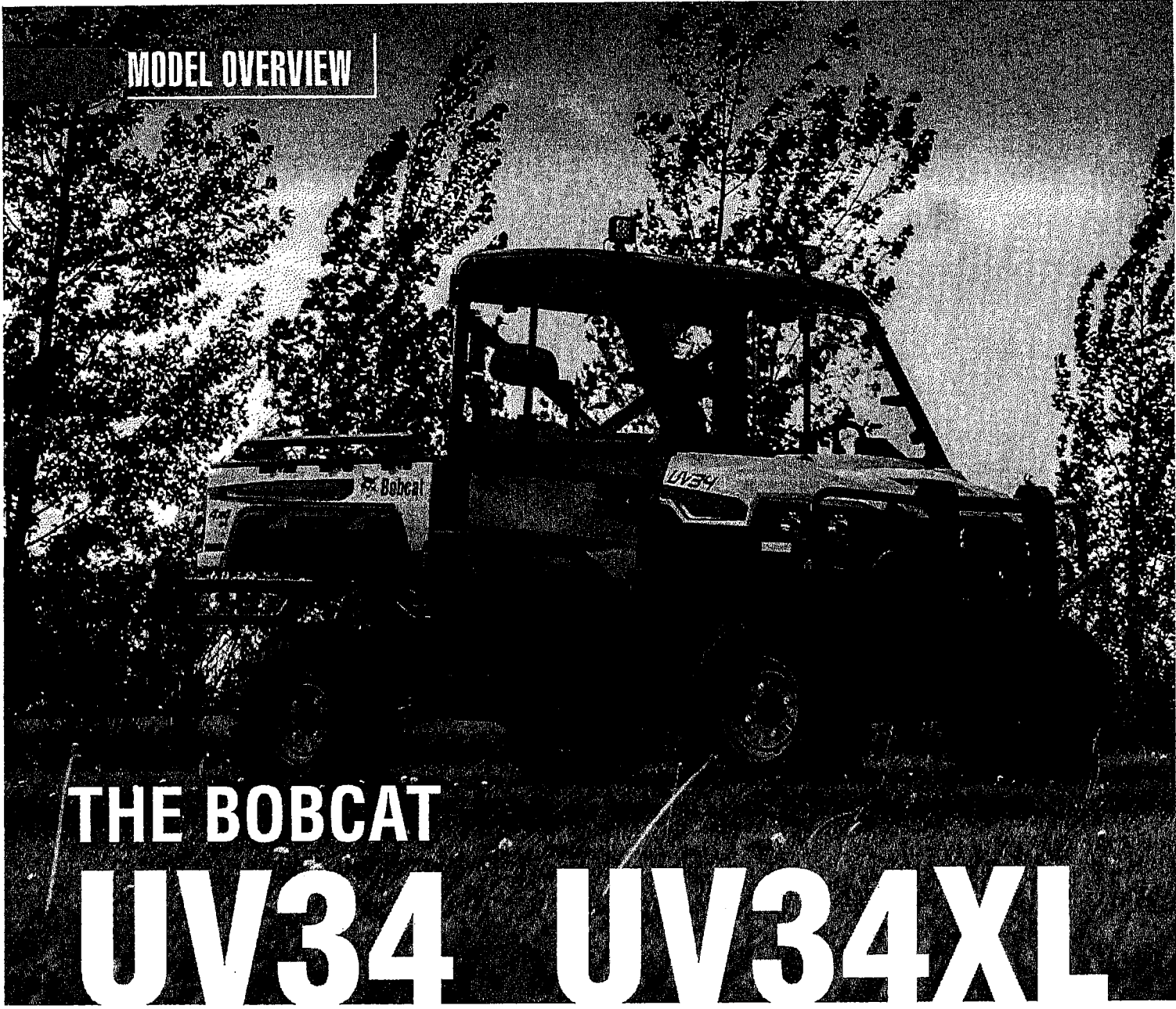
TRANSPORT

For a fraction of the price of a pickup, you can easily transport passengers around jobsites in a Bobcat utility vehicle. Some models allow up to five passengers. If there's no road or limited access to the job, a utility vehicle works perfectly.

USE ATTACHMENTS

Add attachments, such as the optional snow blade or spreader, and get the job done from the comfort of your optional enclosed cab.

MODEL OVERVIEW



THE BOBCAT

UV34

UV34XL

The latest generation of Bobcat utility vehicles includes the UV34 and UV34XL, and they set standards for work vehicles – from their efficient, powerful performance to their incredible durability and ease of use.

35 MPH TOP SPEED

CARGO BOX CAPACITY **1,250** lb.

TOWING CAPACITY **2,500** lb.

Depending on model



UV34 & UV34XL HIGHLIGHTS

PROVEN ENGINE DURABILITY

The engine in our gas utility vehicle features high-performance power for the job, and it's designed for maximum durability against dust, debris and other harsh realities of the job.

Bobcat diesel utility vehicle engines are proven-reliable workhorses. They're designed to deliver high performance in challenging working conditions.

STRONG CHASSIS

A rigid chassis ensures better work performance, more durability and increased towing capacity. It also offers higher ground clearance.

CLEAN AIR INTAKE

Intake design pulls air from a cleaner location.

INDEPENDENT FRONT AND REAR SUSPENSION WITH SWAY BAR

The suspension system provides the best combination of work performance and comfort.

COMFORTABLE INTERIOR CAB SYSTEM

The cab offers ample creature comforts and intuitive operation. Convenient customization allows for a wide range of accessories and configuration options.

COMMON TIRES AND WHEELS

Save time when replacement tires are needed. A uniform tire and rim size allows interchangeability and more uptime.

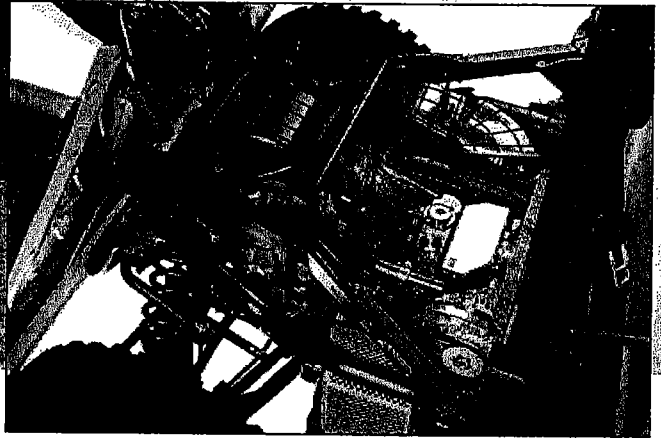
NEW STYLING

Updated decals and vehicle design ensure your machine looks good while it works hard.

MAKE IT LOOK



Bobcat utility vehicles have massive capacities for remarkable productivity, so you can carry more equipment, bring more help along for the job and save hours of manual labor.



STRONG CHASSIS

The chassis on both the standard and XL utility vehicles gives additional comfort, strength and performance for the job. The chassis design drastically improves ground clearance and off-road capability. Greater range of motion in the suspension provides superior ride quality, too.

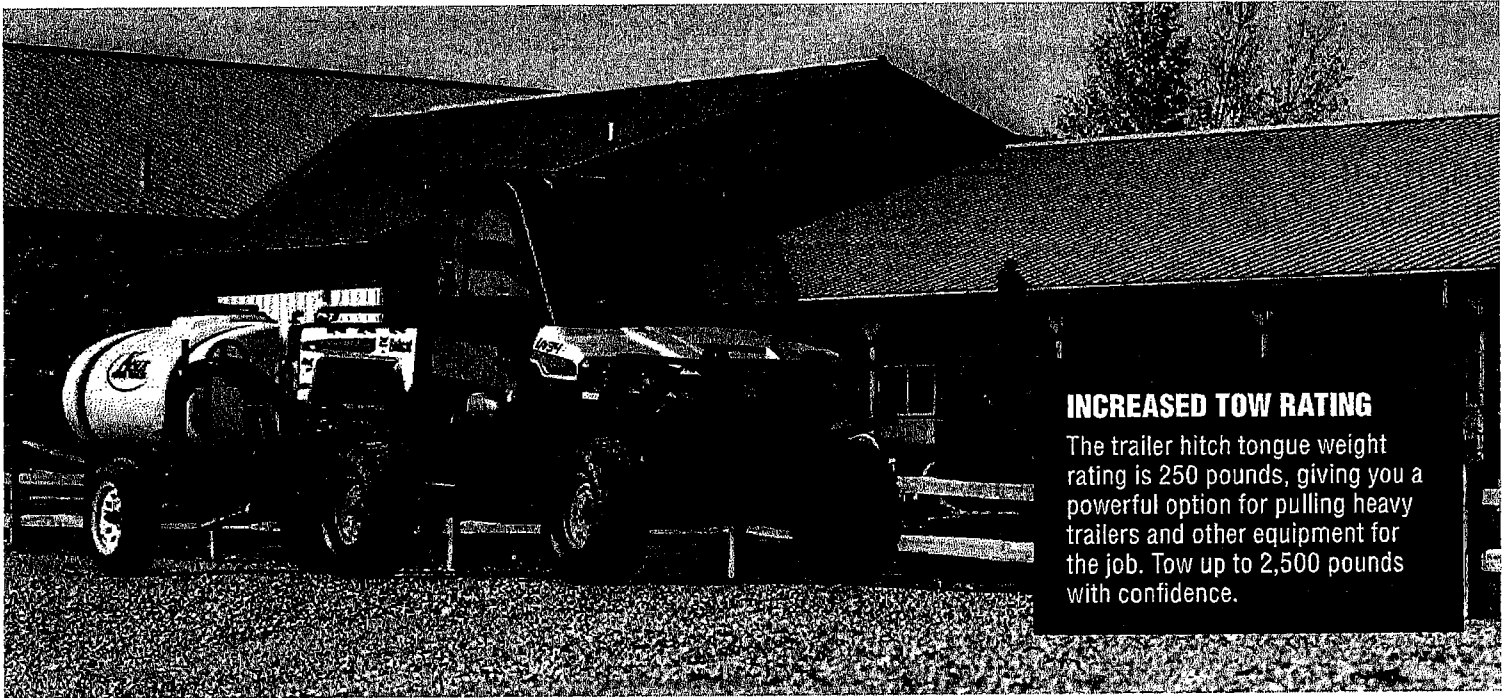
With more material added to the frame, suspension components, cast wheel hubs, and sealed bearings and brushings, you'll get superior durability and 500 extra pounds of towing capacity, as well.

ENGINES

Confidently take on the job with gas- or diesel-powered performance.

Gas: Gas models include a 1000cc, two-cylinder SOHC engine with a generous 39.9 horsepower. They deliver hard-working performance with gas-engine convenience.

Diesel: With 24.5 horsepower, the three-cylinder engine in our diesel models delivers a flatter horsepower and torque curve for performance you can feel. And because the engine is under 25 horsepower, it does not require a diesel particulate filter (DPF), which means no regeneration.



INCREASED TOW RATING

The trailer hitch tongue weight rating is 250 pounds, giving you a powerful option for pulling heavy trailers and other equipment for the job. Tow up to 2,500 pounds with confidence.

TRUE ALL-WHEEL DRIVE

Three selectable drive modes give you more versatility with easy, push-button control:

- Single-wheel (turf) drive allows wheels to turn at different rpm, reducing ground disturbance to protect grass and other finished surfaces.
- Two-wheel mode provides power to both rear wheels.
- All-wheel drive provides the ultimate in traction.

TWO-RANGE TRANSMISSIONS

Low range provides maximum drive torque on hills, while towing heavy loads or when pushing snow. High range provides fast travel on hardpacked surfaces under light loads.

INDEPENDENT FRONT AND REAR SUSPENSIONS WITH REAR SWAY BAR

UV34 and UV34XL vehicles offer improved ride quality and handling – even when carrying or towing heavy loads. You can move through challenging jobs and improve your productivity without sacrificing ride quality, thanks to independent front and rear suspension geometry, forgiving shocks and springs, as well as stronger drive components.

VARIABLE SUSPENSION

The suspension can be adjusted to meet the demands of the job, improving load-carrying capacity for maximum towing and hauling performance.

CUSTOMIZABLE TOP SPEED

On gas models, you can set the top speed to suit your working conditions – from 15 to 35 mph in five-minute increments. Increase the top speed to 40 mph with an optional speed kit.

Diesel models have a standard top speed of 35 mph. Based on safety and worksite requirements, top speeds can be reduced to 15 or 25 mph with an optional speed reduction kit.



PRIMARY AND SECONDARY CLUTCHES

Primary and secondary clutches in Bobcat utility vehicles are matched to engine horsepower and torque curves for optimal drive performance in demanding applications. Improvements to low-speed control result in great performance for towing, traversing difficult terrain or pushing snow.

- Operators experience smooth engagement and precise control at low travel speeds with stronger belt engagement to minimize slippage. This makes hauling materials easy, and it provides a great experience for passengers.
- Controlled operating temperatures, plus careful alignment of the belt and clutch, allow for extended service intervals.

COMFORT

COMFORTABLY TRAVERSE ANY CHALLENGE.

Comfort matters, and Bobcat utility vehicles give you a firm, capable ride quality to tackle the job with ease and confidence. Ample interior space, a tilt steering wheel, power steering and more enable you to ride out the most difficult jobs in premium comfort.



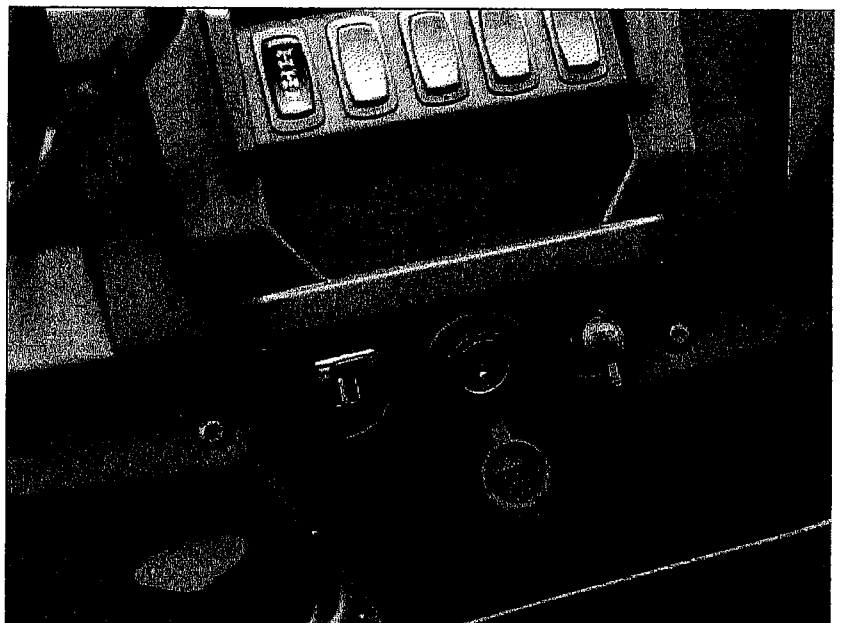
ADAPTABLE CAB SYSTEM

Conveniently customize or upgrade to the optional enclosed cab with a wide range of configurations. Installation and removal of accessories are quick and simple. Improved cab sealing reduces dust and noise levels. The additional battery tender port helps maintain peak battery performance and life.

SUPERB FIT AND FINISH

Your cab is where you conduct the day's work, and Bobcat utility vehicles are packed with automotive-style comforts and amenities.

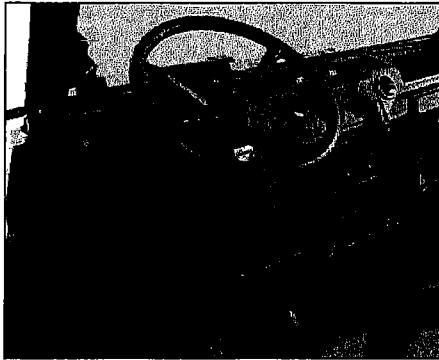
- Ample legroom and footroom
- Roomy glove compartment and plenty of in-cab storage
- Three ports include a USB, 12-volt accessory plugin and SAE charging port for easily maintaining your battery



Get more creature comforts and more intuitive operation. Step into the low, wide cab opening that's designed for easy entry and egress, and you'll experience a Bobcat utility vehicle interior that makes every minute of the job more enjoyable.

A FIRM, CAPABLE AND COMFORTABLE RIDE

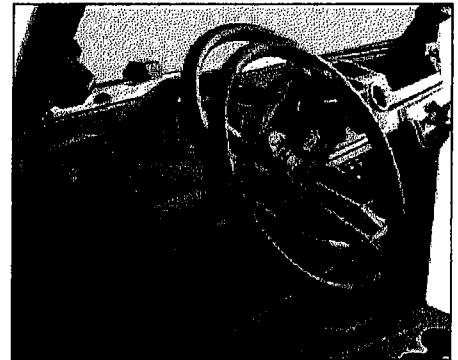
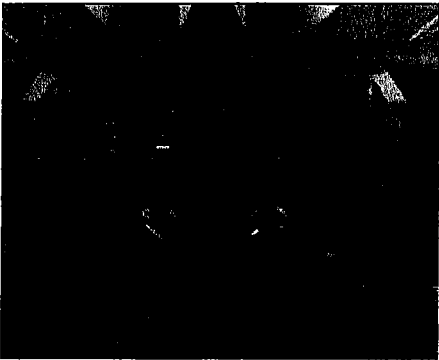
The ride quality on Bobcat utility vehicles keeps you comfortable during a long day's work, but it's firm enough to tackle the job with ease and confidence.



OPERATOR COMFORT

Seat contours have been enhanced for improved support and maximum comfort during operation. The tilt steering wheel easily adjusts to a comfortable position that provides optimal legroom. The low-effort power steering provides easy, responsive control – which is especially valuable when loaded with cargo or towing trailers. The three-point, spring-loaded seat belts with comfort strap enhance safe operation without sacrificing the experience in the cab.

Improved sealing on the optional enclosed cab keeps operators and interior shielded from dust and debris, and it ensures optimal heating performance. When you're in the mood to enjoy the outdoors, the cab doors offer roll-down windows.



ERGONOMIC CONTROLS

Controls are placed for ease of use. Large instrumentation and gauges provide simple and improved visibility.

THREE-PASSENGER BENCH SEATING

The comfortable bench seat, with retractable three-point shoulder harnesses, easily accommodates you and up to two passengers. Choose the XL model for additional rear seating and enough room for an operator and five passengers.

MODULAR CAB DESIGN

Remove or reinstall doors and windows in minutes, and easily customize the flow of fresh air to match the job – or to work in any season.

CAB STORAGE AND POWER FOR DEVICES

Impressive in-dash storage volume allows for numerous locations to store your items, including six cup holders on the UV34 and eight on the UV34XL. A flip-up seat provides stowaway convenience for larger items.

TILT AND POWER STEERING

The standard tilt steering wheel easily adjusts to a comfortable position for optimal legroom. The low-effort power steering provides easy, responsive control – which is especially valuable when loaded with cargo or towing trailers.





IT'S A TOUGH JOB, BUT YOU'RE TOUGHER.

Many people stake their business reputation on the durability of Bobcat equipment.
That's why we make sure it's built to last.

PROVEN ENGINE DURABILITY

The engine in our gas utility vehicle features high-performance power for the job, and it's designed for maximum durability against dust, debris and other harsh realities of the job.

Bobcat diesel utility vehicle engines are time-tested. This proven-reliable workhorse is the same engine that's used in our mini track loaders. The high-performance diesel engine is designed to excel in harsh and challenging working conditions.

PROTECTED, INSIDE AND OUT

Standard machine protection includes:

- Skid plate to protect undercarriage, engine and transmission
- Constant velocity (CV) joints have CV boot guards to further protect from debris and punctures

COMPOSITE CARGO BOX

The composite cargo box stands up to tough cargo and materials, retaining its strength (and good looks) for years.

CLEAN AIR INTAKES

Keeping your engine clean ensures maximum uptime. Air intake enhancements throughout the vehicle give you consistent performance for long durations in demanding environments.

- Clean flow to the engine with an oversized air filter keeps air filters cleaner overall and extends service intervals.
- Air intake enhancements to the clutch allow cooler, cleaner and drier airflow, minimizing dust and moisture, reducing component wear and tear, and preventing belt slippage for optimized vehicle performance.
- Air intake locations for the engine and clutches are carefully engineered to draw the cleanest, coolest, highest-quality air possible, even when operating in dirty, demanding environments.



STAY EQUIPPED FOR ANY SITUATION.

The name “utility vehicle” says it all. You want this machine to be utilized, and Bobcat utility vehicles earn their keep. You won’t find a comparable machine that does more or does it better.

900-WATT STATOR (GAS)

The large, 900-watt dual stator provides more power than previous Bobcat utility vehicles – a generous 75 amps of output for use with electric-powered accessories.

HIGH-OUTPUT ALTERNATOR (DIESEL)

A standard high-output alternator with a 140-amp peak provides generous power for high-demand attachments, electronic features and accessories.

LARGE CARGO BOX WITH ASSISTED OR POWERED LIFT

Made from a durable composite material, you can handle up to 1,250 pounds of supplies and materials in one of the industry’s largest cargo boxes – or carry pallets and large, heavy objects. A convenient, single-latch tailgate secures your load and allows for odd-shaped cargo and easy loading and dumping.

Integrated tie-downs and anchor points and the ability to add box dividers and extenders allow flexibility for whatever cargo you carry. A cylinder-assisted cargo box lift (or optional powered lift) allows for quick, easy dumping.

EASY OPERATION FOR

Bobcat utility vehicles provide simple controls that give you confidence to do the job.



ON-THE-FLY ALL-WHEEL DRIVE

When you’re in two-wheel mode, you can shift to all-wheel drive on the fly, right from the cab, with the push of a button.

RELIABILITY IN HEAT AND COLD, DAY OR NIGHT

Electronic fuel injection on gas models provides the best starting performance in all seasons. Automatic glow plugs in all diesel models warm the engine for reliable cold-weather starting.

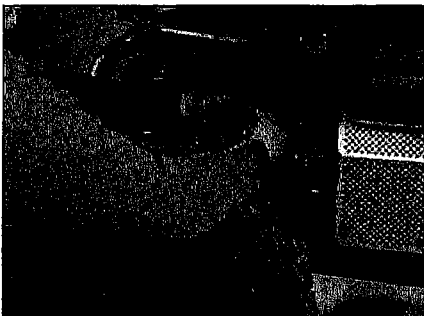
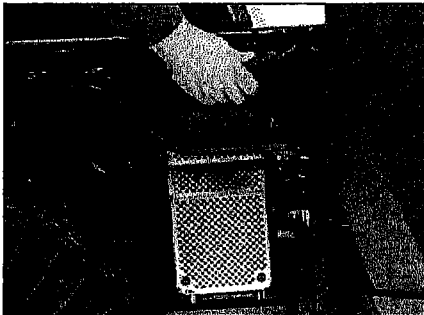
INTUITIVE CONTROLS AND INSTRUMENTATION

- Larger controls and gauges are easier to use and see.
- Standard power steering provides low-effort, comfortable maneuverability.
- The LCD instrument panel displays information you need to operate safely and productively.
- Warning lights alert operators of potential issues.

UPTIME

IS TIME WELL SPENT.

You buy a utility vehicle to make life easier. That's why Bobcat keeps maintenance simple.



EASY-TO-FIND COMPONENTS AND CHECKS

The conveniently located fuel tank, engine compartment and battery, plus easy-to-find daily checks – like engine oil and air filter – make maintenance easy.

EXTENDED SERVICE INTERVALS

Service intervals have doubled compared to previous models, ensuring that you enjoy longer periods of productivity and a lower cost of ownership.

SERVICE CODE AND WARNING DISPLAY

An easy-to-use LCD screen displays service codes to quickly identify issues.

LARGER HOOD ACCESS

A larger hood access provides panoramic serviceability for convenient fluid fills, as well as easy access for accessory installations and electrical connections.

FEWER GREASE POINTS

Maintenance-free suspension joints mean fewer grease points. This saves time on regular greasing.

ANYTIME ENGINE OIL CHECK

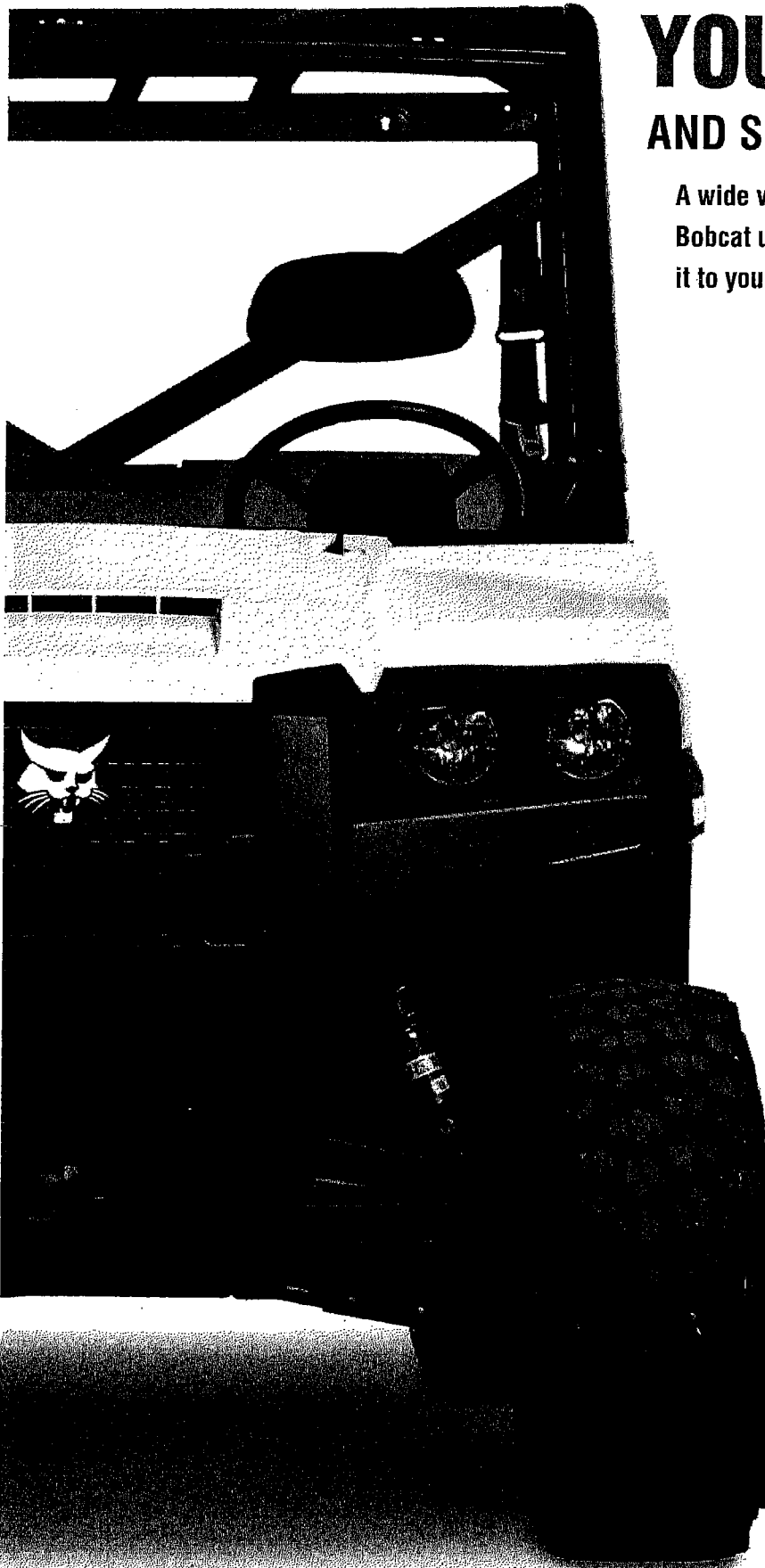
Bobcat utility vehicles allow you to perform an oil check when the cargo box is down or loaded, making it easy to watch your oil level.

ACCESSIBLE AIR, OIL AND FUEL FILTER LOCATIONS

Air, oil and fuel filter locations, easy-to-reach grease points, and convenient coolant and engine oil checks improve accessibility for quick oil changes and easier service.

SEALED ELECTRICAL ACCESSORY CONNECTION

Sealed electrical accessory connections provide trouble-free electrical performance for work, and simple electrical connections when installing accessories.



YOU ARE UNIQUE, AND SO IS YOUR UTILITY VEHICLE.

A wide variety of options lets you customize your Bobcat utility vehicle for the jobs you do – or tailor it to your personal style.

ADAPTABLE CAB SYSTEM

Conveniently customize or upgrade the optional enclosed cab with limitless configurations. Installation and removal of accessories are quick and simple.

DOOR OPTIONS

The optional deluxe door features a roll-down glass window. A clear door option features all-poly construction for higher visibility with optimal protection from dust, debris and the elements.

INTEGRATED ACCESSORY SYSTEM

Add a variety of optional, easy-to-secure accessories: a sealed, lockable tool box; tool holder; cargo box divider; and other job-matched add-ons like the chainsaw rack.

TIRE VERSATILITY

Adapt traction to terrain by picking mud, hard surface or turf tires.

COMMON TIRES AND WHEELS

Every wheel on Bobcat utility vehicles features a non-directional tire, mounted on a common-sized rim. There's no need to have front and rear spares on hand.

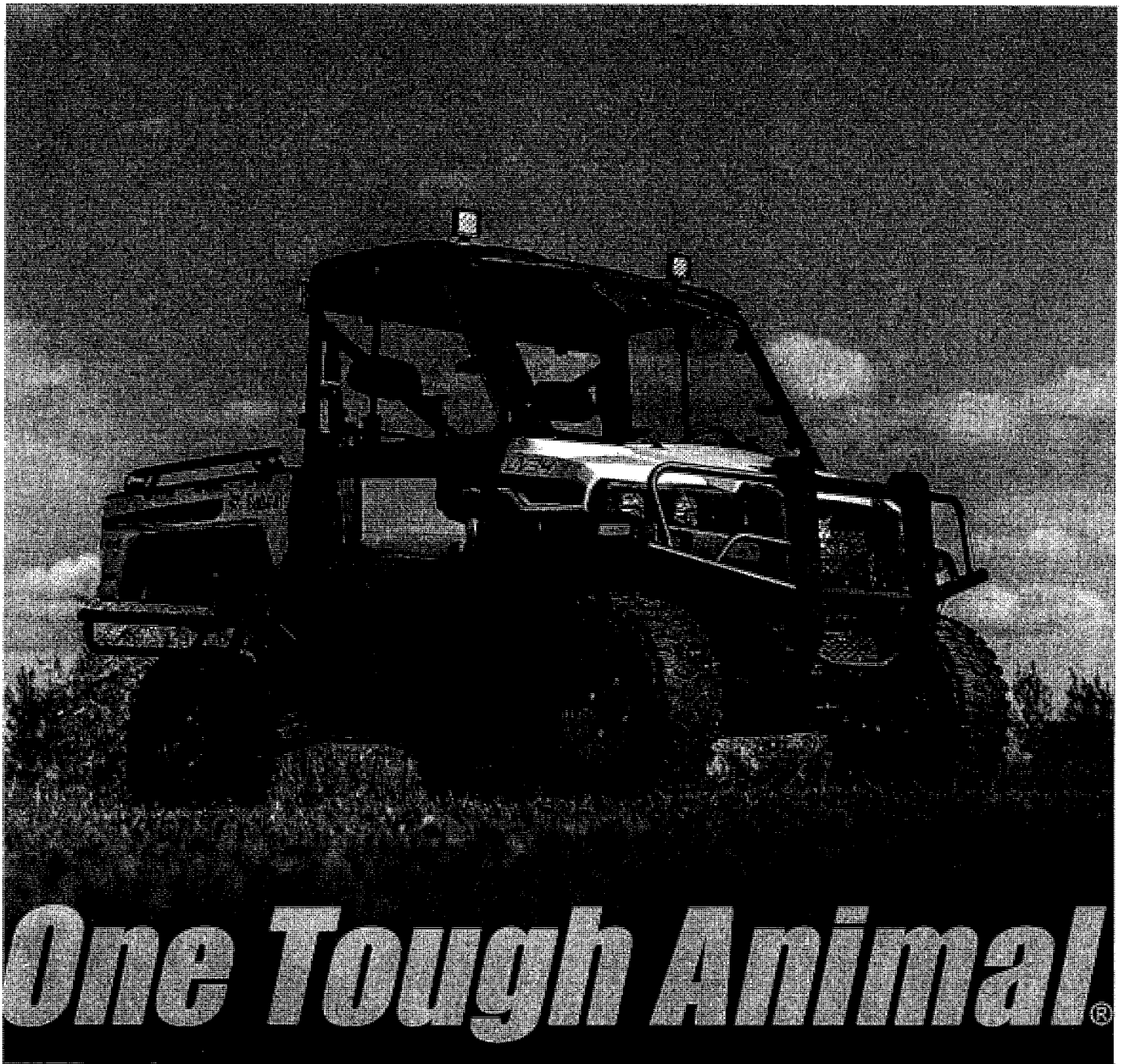
See more Bobcat utility vehicle accessories at Bobcat.com

SPECIFICATIONS

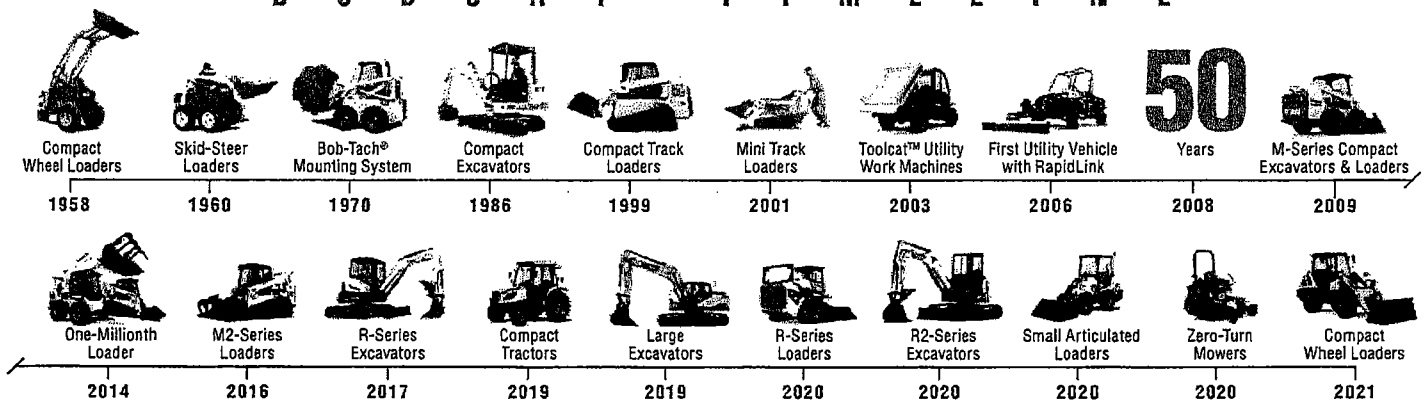


Vehicle	UV34 Diesel	UV34XL Diesel	UV34 Gas	UV34XL Gas
Engine				
Engine Model	Diesel	Diesel	1000cc Dual	1000cc Dual
Engine Cooling	Liquid	Liquid	Liquid	Liquid
Emissions Tier (EPA)	Tier 4	Tier 4		
Engine Fuel	Diesel	Diesel	Gasoline EFI	Gasoline EFI
Horsepower	24.5 hp (18.2 kW)	24.5 hp (18.2 kW)	39.9 hp (29.7 kW)	39.9 hp (29.7 kW)
Displacement	55.0 cu. in. (0.9 L)	55.0 cu. in. (0.9 L)	61.0 cu. in. (1.0 L)	61.0 cu. in. (1.0 L)
Performance				
Operating Weight	1935 lb. (878 kg)	2165 lb. (982 kg)	1855 lb. (841 kg)	2085 lb. (945 kg)
Travel Speed - High	35.0 mph (56.3 km/hr.)	35.0 mph (56.3 km/hr.)	35.0 mph (56.3 km/hr.)	35.0 mph (56.3 km/hr.)
Travel Speed - Low	16.0 mph (25.0 km/hr.)	16.0 mph (25.0 km/hr.)	25.0 mph (40.0 km/hr.)	25.0 mph (40.0 km/hr.)
Travel Speed - Reverse	16.0 mph (25.0 km/hr.)	16.0 mph (25.0 km/hr.)	25.0 mph (40.0 km/hr.)	25.0 mph (40.0 km/hr.)
Capacities				
Fuel Tank	11.5 gal. (43.5 L)	11.5 gal. (43.5 L)	11.5 gal. (43.5 L)	11.5 gal. (43.5 L)
Cargo Box Length	43.5 in. (1105 mm)	43.5 in. (1105 mm)	43.5 in. (1105 mm)	43.5 in. (1105 mm)
Cargo Box Width	54.0 in. (1372 mm)	54.0 in. (1372 mm)	54.0 in. (1372 mm)	54.0 in. (1372 mm)
Cargo Box Bed Load Capacity	1250 lb. (567 kg)	1250 lb. (567 kg)	1250 lb. (567 kg)	1250 lb. (567 kg)
Cargo Box Height	11.5 in. (292 mm)	11.5 in. (292 mm)	11.5 in. (292 mm)	11.5 in. (292 mm)
Cargo Box Bed Load Height	38.0 in. (965 mm)	38.0 in. (965 mm)	38.0 in. (965 mm)	38.0 in. (965 mm)
Vehicle Rated Capacity*	1900 lb. (862 kg)	2075 lb. (941 kg)	1900 lb. (862 kg)	2075 lb. (941 kg)
Dimensions				
Length	123.0 in. (3124 mm)	155.0 in. (3937 mm)	123.0 in. (3124 mm)	155.0 in. (3937 mm)
Width	62.0 in. (1575 mm)	62.0 in. (1575 mm)	62.0 in. (1575 mm)	62.0 in. (1575 mm)
Height	76.0 in. (1930 mm)	76.0 in. (1930 mm)	76.0 in. (1930 mm)	76.0 in. (1930 mm)
Ground Clearance	11.7 in. (296 mm)	11.7 in. (296 mm)	11.7 in. (296 mm)	11.7 in. (296 mm)
Turning Radius	112.2 in. (2850 mm)	154.0 in. (3911 mm)	112.2 in. (2850 mm)	154.0 in. (3911 mm)
Features				
Under-Seat Storage	Std	Std	Std	Std
Seat Belt	3-point, Retractable	3-point, Retractable	3-point, Retractable	3-point, Retractable
Power Steering	Std	Std	Std	Std
ROPS Approval	Std	Std	Std	Std
EVAP (California only)	Opt	Opt	Opt	Opt
Hour Meter	Std	Std	Std	Std
Speedometer	Std	Std	Std	Std
Tilt Steering Wheel	Std	Std	Std	Std
Bed Lift (manual)	Std	Std	Std	Std
Frame Type	Steel	Steel	Steel	Steel
Receiver Hitch	2.0 in.	2.0 in.	2.0 in.	2.0 in.
Front Suspension	Independent	Independent	Independent	Independent
Rear Suspension	Independent	Independent	Independent	Independent
Headlights	Std	Std	Std	Std
Drive System				
Transmission Type (CVT)	P-R-N-L-H	P-R-N-L-H	P-R-N-L-H	P-R-N-L-H
Traction Type	4x4	4x4	4x4	4x4
4WD Selection	Switch	Switch	Switch	Switch
Differential Lock	Switch	Switch	Switch	Switch

*Vehicle rated capacity includes cargo box load, weight of occupant(s) and the weight of any accessories.



B O B C A T T I M E L I N E





YOU ARE ONE TOUGH ANIMAL.®

Everything we put into Bobcat equipment is designed to make more of whatever you bring to the job. Whether it's strength, versatility, speed or agility, it's built around you.

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

DOOSAN

Bobcat Company is a member of the Doosan Group. Doosan is a global leader in construction, grounds maintenance and material handling equipment, power and water solutions, and engineering that has proudly served customers and communities for more than a century. Bobcat®, the Bobcat logo and the colors of the Bobcat machine are registered trademarks of Bobcat Company in the United States and various other countries. ©2022 Bobcat Company. All rights reserved.



Printed on 100% recycled paper

B-1887 (06/22)
EP-9M-0822-84548-F

Bobcat Company
250 East Beaton Drive • West Fargo, ND 58078

Bobcat.com



Bobcat.

One Tough Animal.

Dan Clemens

From: Stephanie Drenchko
Sent: Friday, September 2, 2022 2:34 PM
To: Dan Clemens
Cc: Regan, Cardona
Subject: Budget Reports
Attachments: Dan 12.2021.pdf; Dan 07.2022.pdf

Hi Dan,

Attached are budget reports for FYE 2021 and July 2022.

Please let me know if you have any questions.

Stephanie

Town of Clifton Park
Encumbrance Budget
A - General Fund
From 1/1/2022 Through 7/31/2022

Account Code	Account Title	Current Period Actual	YTD Actual	YTD Encumbrance	YTD Actual & Encumbrance	Total Budget \$ - Original	Remaining Budget
07629	Trails Contractual						
00015	Other Contractual	600.00	600.00	0.00	600.00	600.00	0.00
00024	General Maintenance	241.68	241.68	0.00	241.68	1,000.00	758.32
00200	Equipment	4,654.95	4,654.95	0.00	4,654.95	50,000.00	45,345.05
Total 07629	Trails Contractual	(5,496.63)	(5,496.63)	0.00	(5,496.63)	(51,600.00)	(46,103.37)
	Total A - General Fund	(5,496.63)	(5,496.63)	0.00	(5,496.63)	(51,600.00)	(46,103.37)
Report Total		(5,496.63)	(5,496.63)	0.00	(5,496.63)	(51,600.00)	0.00



RESOLUTION

6

Resolution No. _____ of 2022, a resolution authorizing the purchase of an equipment trailer for the Department of Buildings & Grounds.

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

WHEREAS, Daniel Clemens, Director of Buildings, Parks, and Recreation, requested authorization to purchase an equipment trailer, and

WHEREAS, Outdoor Motor Sports & Trailer Sales, 3953 St. Hwy. 30, Amsterdam, NY, provided the lowest responsive quote for the trailer, per the attached quote, at a total cost not to exceed \$9,999.00, and

WHEREAS, Mr. Clemens has recommended the equipment be purchased from Outdoor Motor Sports & Trailer Sales; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Director of Buildings, Parks, and Recreation to purchase a 2023 Big Tex 140A trailer from Outdoor Motor Sports & Trailer Sales, Amsterdam, NY, in a total amount not to exceed \$9,999.00, from A-7110-200 (Buildings & Grounds-Equipment).

Meg Springli

From: noreply
Sent: Tuesday, September 6, 2022 1:44 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 09-12-2022 Buildings & Grounds
Attachments: 631786ed03f50-Big Tex 14OA equipment trailer backup 9.6.22.pdf

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

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

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

Requested Meeting Date: 09-12-2022

Brief Description: purchase a Big Tex 14OA 21+3 equipment trailer from Outdoor Motorsports and Trailer Sales for \$9,999.00

Budget #: A-7110-200
Budget Description: Building & Grounds - Equipment
\$ Amount: \$9,999.00

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: September 6, 2022

Description: 2023 Big Tex 14OA 21 + 3 foot deck over equipment trailer

Vendor #1: Outdoor Motorsports & Trailer Sales - \$9,999.00

Vendor #2: Connecticut Trailers - \$15,928.86

Vendor #3: Big Tex Trailer World Vermont - model not in stock

Vendor #4:

Vendor #5:

Vendor #6:

Comments:

Decision: Outdoor Motorsports & Trailer Sales - \$9,999.00

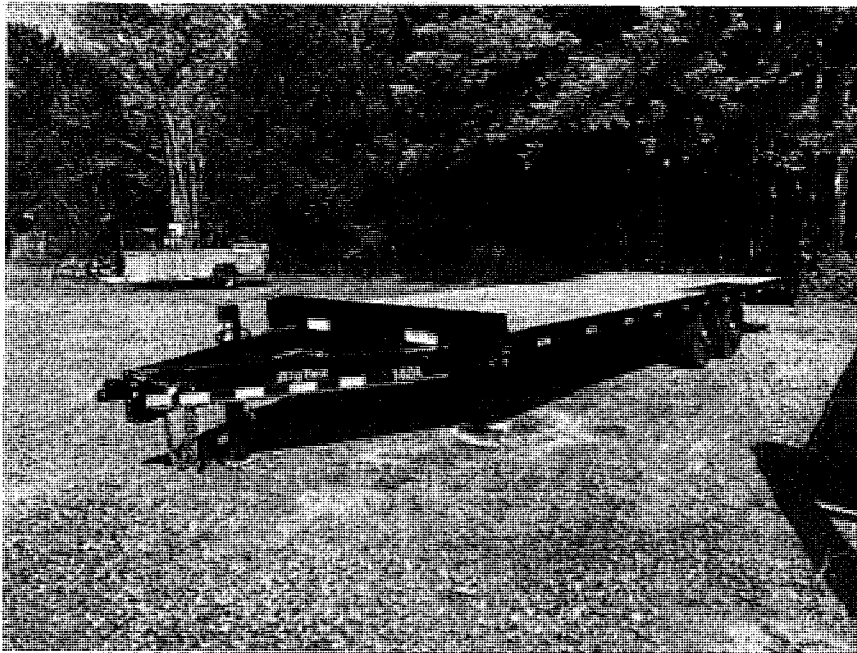
Outdoor Motor Sports

3953 State Highway 30
Amsterdam, New York (NY) 12010
Call Us: (518) 842-8812
<https://www.outdoor-motor-sports.com/>



2023 BIG TEX TRAILERS 140A 21+3

\$9,999



PHOTOS



HIGHLIGHTS

- **Condition** New
- **Location** Outdoor Motor Sports
- **Stock Number** 223457
- **Vehicle Type** Cargo Trailer
- **Category** Equipment Trailer

MANUFACTURER INFO



Invoice #: 121117
Date: 08-18-2022

3953 ST. HWY. 30 • AMSTERDAM, NY 12010 • 518-842-8812 * FAX: 518-888-3332 • FAC# 7116946 • www.outdoor-motor-sports.com

BUYER TOWN OF CLIFTON PARK D.O.B. _____ Email _____

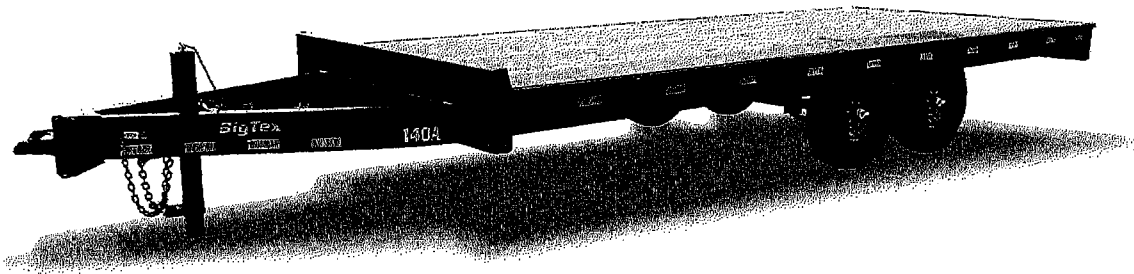
STREET 1 TOWN HALL PLAZA HOME PHONE: (518) 888-4779 DRIVER'S LIC: _____

CITY CLIFTON PARK STATE NY ZIP CODE 12065 COUNTY SARATOGA

PURCHASE		ACCESSORIES	
NEW	DEMO	USED	AMOUNT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
YEAR	MAKE	MODEL	PART #
2023	Big Tex Trailers	140A-21BK+3	
VIN			
1	6	V	1
		F	3
		0	2
		4	P
		2	2
		2	2
		3	4
		4	5
		6	
DESCRIPTION			
COLOR <u>BK</u>			
TRADE-IN*			
YEAR	MAKE	MODEL	CC
N/A	N/A	N/A	N/A
MILEAGE			
N/A	COLOR	DOC#	
	N/A		
<p>IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, OUTDOOR MOTOR SPORTS LLC CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDR, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT TIME OF DELIVERY.</p> <p>IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION Z (TRUTH IN LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.</p> <p>I agree to purchase the above vehicle. No other agreement of any kind, verbal understanding or promise whatsoever will be recognized. All sales final. Failure or refusal of the purchaser to complete this agreement for any reason will result in all of the deposit being forfeited as liquidated damages. All rebated and incentives offered by the manufacturer are hereby assigned to the dealer. The purchaser certifies that he/she is of 18 years of age or over and hereby accepts and acknowledges receipt of a copy of this bill of sale. Listed price is for cash payment only. I have been instructed on the proper operation of this vehicle. Further, I have been provided with and understand all related safety information for this vehicle and agree to operate it according to the owner's/instructional manual. I have been provided with, I certify that I will not allow any other individual to operate this vehicle if under 18 years of age and only with proper instruction. The trade-in is to be delivered by the customer to the dealer in the same condition as when it was appraised. If trade-in was not yet appraised in person, or condition has changed, this amount is subject to change upon actual/final appraisal. If any change in condition has occurred the trade shall be reappraised and the agreement changed. If Purchaser's trade is sold prior to delivery of new unit and Purchase Agreement is voided. Outdoor Motor Sports Company's liability shall be limited to reimbursing NADA average trade amount only. I affirm (A) I am the legal owner of any trade-in and there is no lien or unpaid balance, except as noted above. B) That the trade-in does not have a dent or welded frame, the engine block is not cracked, welded or repaired.</p> <p>+ Dealer's additional fee for processing application for registration. This is not a DMV fee. You may avoid this fee by submitting your own registration to any DMV office, unless a lien is received or plate issued.</p> <p>WARRANTY/GUARANTEES: NEW VEHICLES: Any warranties on new vehicles sold under this contract are only those made by the manufacturer.</p>			
<p>NOTES:</p> <p>MUNICIPALITY-TAX EXEMPT</p> <p>Vehicle Age Recommendation: 18 Years or Older ONLY ATV Safety # 800-887-2887 - Motorcycle Safety # 800-446-9227. There is a charge for all maintenance/service unless defective.</p>			
TOTAL		9,999.00	
INVOICE#		121117	
DEPOSIT			
BALANCE			
BALANCE			

Date: 08-18-2022

SALESMAN Brad Young DEALER ACCEPTANCE _____ PURCHASER _____

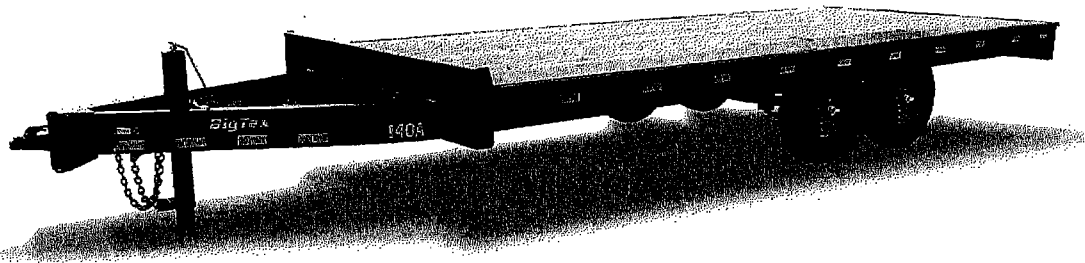


140A

Heavy Duty Over-The-Axle Bumperpull Trailer

The 140A Heavy-Duty Over-the-Axle Bumperpull Trailer from Big Tex features a 102-inch width and has a greater G.V.W.R. than the 100A. This durable trailer comes in multiple lengths (16, 18 and 20) and has 8-foot slide-in ramps, ideal for hauling pallets and medium-weight equipment.

SPECS...



AXLE (2) 7,000# Quick Lubricating w/Electric Brakes

G.V.W.R.

14,000#

JACK	12,000# Drop Leg Jack (Bolted On)	TOP RAIL	NONE
TIRE	ST235/80 R-16 Load Range E	UPRIGHTS	5" Channel w/Stake Pockets & Rubrail on Both Sides
FLOOR	2" Treated Pine or Douglas Fir*	ELEC. PLUG	7-Way RV
FRAME	8" I BEAM	HITCH TYPE	Bumper Pull
WHEEL	16" x 6"; Black Mod 8 Bolt	SUSPENSION	Multi-Leaf Slipper Spring w/Equalizer
FINISH	Superior Quality Finish is Applied for a Highly Decorative and Protective Finish.	CROSSMEMBERS	3" x 3.5" Channel
LIGHTS	L.E.D. D.O.T. Stop, Tail, Turn & Clearance	FINISH (Prep)	Steel is Cleaned to Ensure a Professional Smooth Finish.
TONGUE	Integral w/Frame (8" I-Beam, 10#)	SAFETY CHAINS	1/4" Grd. 70 w/Safety Latch Hook (2 each)
COUPLER	Adjustable Forged 2-5/16" 18,000# Demco EZ Latch	G.A.W.R. (Ea. Axle)	7,000#

MODELS

MODEL	WEIGHT	DESCRIPTION
140A-16	3,250#	102" x 16' Heavy Duty Over-The-Axle Bumperpull
140A-18	3,450#	102" x 18' Heavy Duty Over-The-Axle Bumperpull
140A-20	3,650#	102" x 20' Heavy Duty Over-The-Axle Bumperpull
140A-22	3,850#	102" x 22' Heavy Duty Over-The-Axle Bumperpull

& FEATURES

ADJUSTABLE FORGED COUPLER

Built for durability and a secure connection to tow vehicle.

RUBRAIL AND TIE-DOWN POCKETS ALONG SIDES & FRONT

For added convenience and stability when securing loads.

EZ LUBE HUBS

EZ Lube hubs are simple to maintain and completely submersible with no disassembly required.

INTEGRAL TONGUE FOR ADDED STRENGTH

A convenient location that provides added strength to the joint service.

DEXTER BRAND AXLES

Dexter Axles outperform all others for strength and a smooth ride.

NEV-R-ADJUST ELECTRIC BRAKES ON ALL HUBS

Nev-R-Adjust Brakes ensure safety and automatically adjust to proper clearances during travel.

THE 140A ALSO COMES EQUIPPED WITH:

- Rubrail and Stake Pockets Along Sides and Front
- Storage Tray in Tongue Area
- Adjustable 2-5/16" Demco EZ Latch Coupler
- Tongue Integral with Frame for Added Strength
- 12,000# Drop Leg Jack (Top Wind)

- Quick Lubricating Hubs
- Premium Brand Axles
- Cambered Axles
- Forward Self Adjusting Electric Brakes on All Hubs
- Grommet Mount Sealed Lighting
- L.E.D. Lighting Package
- Sealed Modular Wiring Harness
- Spare Tire Mount (In Tongue Area)
- Complete Break-A-Way System w/Charger
- Zip Breakaway Cable
- Radial Tires

OPTIONAL EQUIPMENT

CATEGORY	DESCRIPTION
BODY	Blackwood Pro Rubber Infused Floor
BRAKES	Hydraulic Surge Brakes 2 Axles w/Adjustable Demco Actuator
CARGO CONTROL	5/8" D-Ring
COUPLER	Adjustable Pintle in Channel in Lieu of Coupler
RAMPS	5 HD Stand Up Ramps (Standard Equipped on "+3" Models)
RAMPS	8 Rear Slide In Ramps
TIRE/WHEEL	Spare Tire (ST235/80 R-16 LR-E)
TIRE/WHEEL	Spare Tire Upgrade (ST235/85 R-16 LR-G)
TIRE/WHEEL	Tire Upgrade (ST235/85 R-16 LR-G)

Big Tex Trailers reserves the right to change price, design, material and/or specifications without notice or obligation.

140A

HEAVY DUTY OVER-THE-AXLE BUMPER PULL TRAILER

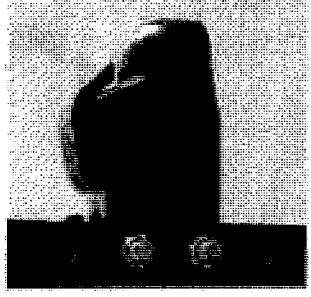
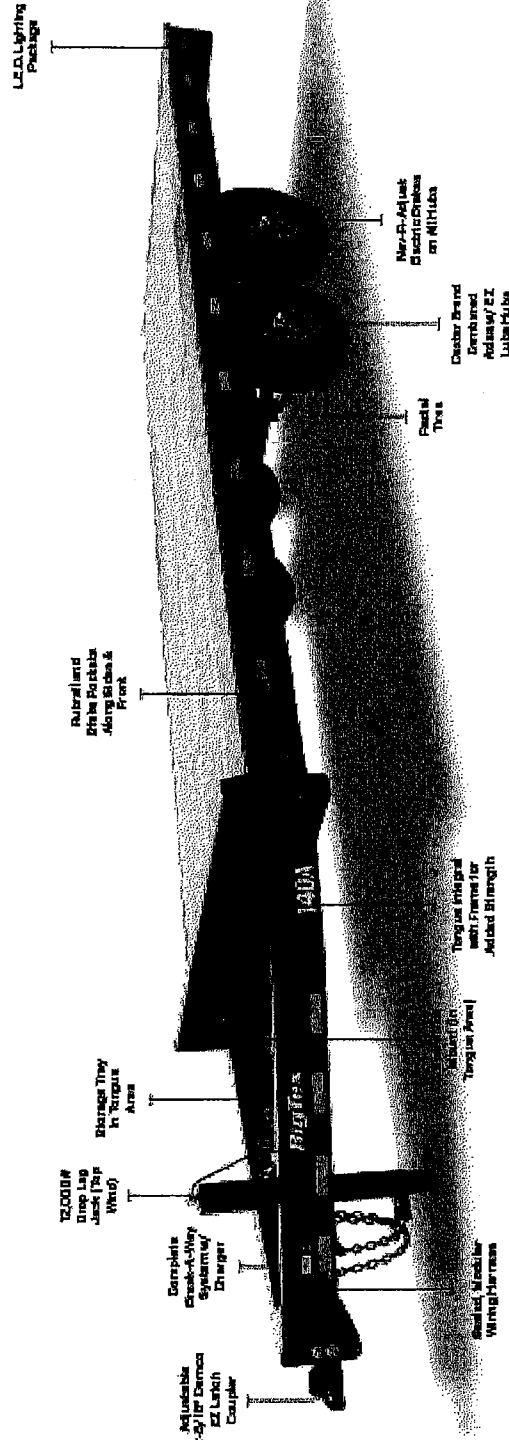
BigTex TRAILERS



GVWR: 14,000# EMPTY WEIGHT: 3,500# (2 AXLES)

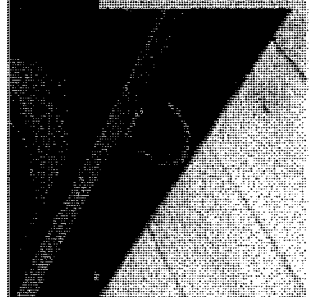
AVAILABLE LENGTHS: 12' - 22' 4" BED WIDTH: 102" WIDE

COUPLER: ADJUSTABLE 5-8" 10,000# COMBO EZ LATCH



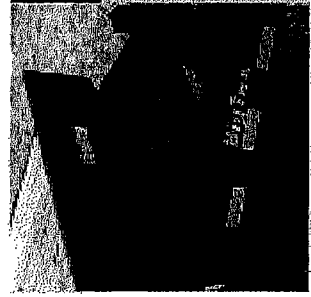
ADJUSTABLE EZ LATCH COUPLER

Built for durability and a secure connection to tow vehicles.



STOP BAR WITH 8-PINCS

This trailer is equipped with a solid stop bar, stop ball and D-ring, tie downs to ensure stability when loading and towing cargo.



STORAGE TRAY WITH SPARE TIRE MOUNT

The 140A comes standard with an integrated storage tray in the tongue area as well as a spare tire mount for convenient storage during transit.

Dan Clemens

From: Stephanie Drenchko
Sent: Friday, September 2, 2022 2:34 PM
To: Dan Clemens
Cc: Regan, Cardona
Subject: Budget Reports
Attachments: Dan 12.2021.pdf; Dan 07.2022.pdf

Hi Dan,

Attached are budget reports for FYE 2021 and July 2022.

Please let me know if you have any questions.

Stephanie

Town of Clifton Park
Encumbrance Budget
A - General Fund

From 1/1/2022 Through 7/31/2022

Account Code	Account Title	Current Period Actual	YTD Actual	YTD Encumbrance	YTD Actual & Encumbrance	Total Budget \$ - Original	Remaining Budget
Total 07100	Country Knolls Reservoir	0.00	0.00	0.00	0.00	(500.00)	(500.00)
07110	Building & Grounds Department						
00001	Travel & Conferences	26.65	26.65	0.00	26.65	150.00	123.35
00002	Telephone	1,403.69	1,403.69	0.00	1,403.69	5,250.00	3,846.31
00003	Copier	1,240.80	1,240.80	0.00	1,240.80	50.00	(1,190.80)
00004	Computer	2,310.56	2,310.56	0.00	2,310.56	6,000.00	3,689.44
00005	Utilities	4,647.48	4,647.48	0.00	4,647.48	8,500.00	3,852.52
00006	Office Supplies	461.01	461.01	79.98	540.99	1,750.00	1,209.01
00008	Printing	296.00	296.00	0.00	296.00	0.00	(296.00)
00011	Water	314.44	314.44	0.00	314.44	800.00	485.56
00012	Fuel	16,443.78	16,443.78	0.00	16,443.78	40,000.00	23,556.22
00021	Emergency Repairs	0.00	0.00	83,240.00	83,240.00	0.00	(83,240.00)
00022	Vehicle Expense	25,885.16	25,885.16	2,225.00	28,110.16	47,308.00	19,197.84
00023	Cleaning Expense	2,619.57	2,619.57	4,413.04	7,032.61	5,500.00	(1,532.61)
00024	General Maintenance	42,087.74	42,087.74	1,401.97	43,489.71	75,132.00	31,642.29
00028	Uniforms & Safety Equipment	4,369.22	4,369.22	2,785.12	7,154.34	12,000.00	4,845.66
00074	Overtime	0.00	0.00	0.00	0.00	27,996.00	27,996.00
00145	Lease Payments	14,217.82	14,217.82	0.00	14,217.82	14,218.00	0.18
00200	Equipment	20,446.89	20,446.89	0.00	20,446.89	104,000.00	83,553.11
00220	Hand Tools	68.00	68.00	0.00	68.00	0.00	(68.00)
00229	Small Equipment	1,178.94	1,178.94	0.00	1,178.94	5,000.00	3,821.06
E0057	Dominique Fraser	39,878.62	39,878.62	0.00	39,878.62	65,936.00	26,057.38
E0069	Timothy Groski	32,458.77	32,458.77	0.00	32,458.77	56,326.00	23,867.23
E0102	Gregory Budney	30,881.25	30,881.25	0.00	30,881.25	56,160.00	25,278.75
E0136	Raymond Zeller	39,922.59	39,922.59	0.00	39,922.59	68,578.00	28,655.41
E0153	Kieran Lynch	43,248.02	43,248.02	0.00	43,248.02	70,533.00	27,284.98
E0261	Rick J. Sciochetti	34,682.31	34,682.31	0.00	34,682.31	60,154.00	25,471.69
E0448	Tyler Clifford	28,816.13	28,816.13	0.00	28,816.13	47,840.00	19,023.87
E0460	Vincent Mucurio	33,712.67	33,712.67	0.00	33,712.67	54,517.00	20,804.33
E0564	Daniel Welsh	13,536.23	13,536.23	0.00	13,536.23	52,936.00	39,399.77
E0799	Vincent Bongermi	39,622.60	39,622.60	0.00	39,622.60	72,010.00	32,387.40
E0848	Nicholas Arp	14,120.95	14,120.95	0.00	14,120.95	15,482.00	1,361.05
E0883	Daniel Clemens	56,862.42	56,862.42	0.00	56,862.42	105,602.00	48,739.58

RESOLUTION

7

Resolution No. of 2022, a resolution authorizing an agreement for the replacement of the HVAC fan coil at Town Hall by Postler & Jaeckle Corp.

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

WHEREAS, the Director of Buildings, Parks, and Recreation Daniel Clemens, requested quotes for the replacement of one fan coil unit and for the HVAC system at One Town Hall Plaza, and

WHEREAS, two quotes were received by September 6, 2022, and

WHEREAS, Postler & Jaeckle Corp Mechanical Contractors, 9 Krey Blvd. Rensselaer, NY, submitted the lowest conforming quote for the contract for a fan coil unit, in the amount of \$5,903.00, and

WHEREAS, Mr. Clemens recommends the project be completed by Postler & Jaeckle, as lowest quote; now, therefore, be it

RESOLVED, that the Director of Buildings, Parks, and Recreation is authorized to sign an agreement for the project in an amount not to exceed \$5,903.00, to be paid from A-1620-0024 (Town Hall Operations – Repair & Maintenance).

Meg Springli

From: noreply
Sent: Tuesday, September 6, 2022 1:24 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 09-12-2022 Buildings & Grounds
Attachments: 6317823765121-Assessors FCU replacement backup 9.6.22.pdf

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

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

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

Requested Meeting Date: 09-12-2022

Brief Description: Hire Postler & Jaeckle Corp. to replace a heating and airconditioning Fan Coil Unit in the assessors office.

Budget #: A-1620-24
Budget Description: Town Hall Operations - Rep & Mtnce Bldg
\$ Amount: \$5,903.00

Additional Comments/Details:

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: September 6, 2022

Description: replace fan coil unit in the assessors office

Vendor #1: P&J Mechanical - \$5,903.00

Vendor #2: Borque Mechanical - declined to provide a quote

Vendor #3: Carrier - \$8,764.00

Vendor #4: RMB Mechanical - no reply

Vendor #5: Collett - no reply

Vendor #6: Albany Mechanical - no reply

Vendor #7: Northeast HVAC Solutions - no reply

Comments: Fan Coil Unit is rusted badly, beyond repair. Piping has to be redone as it is on the wrong side of the chiller isolation valve now.

Decision: P&J Mechanical - \$5,903.00



Town of Clifton Park

Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for removal and replacement of 1 fan coil unit located at Clifton Park Town Hall, (assessor's office) 1 Town Hall Plaza Clifton Park, NY 12065.

Scope of work is as follows but not limited to:

Isolate and drain down piping.

Disconnect, remove and dispose of old FCU.

Install new Carrier Model# 42VBC04ARCY5AYGU vertical fan coil unit, 115/1/60 Volts, 2 row CW/HW changeover coil, unit mounted thermostat and fan speed switch.

Re pipe the unit in the circulator pump room so that both sides are on the building/winter side of isolation valve.

Re-install the Johnson Controls controller and devices.

Fill and purge the system.

Start and check operation of new FCU.

Dispose of all waste properly

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

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

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

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

Quotes are due by Friday August 26, 2022 at 2:00pm

SENT TO
7 COMPANIES
7/28/22



July 28, 2022

Building & Grounds Town of Clifton Park
One Town Hall Plaza
Clifton Park New York 12065

Subject: Replace FCU – Town Hall (Tax Assessor's Office)

Dear: Dan Clemens

Postler & Jaeckle Corp is pleased to submit our quote to replace a Fan Coil Unit for the Tax Assessor's Office.

Included:

- Isolate and drain down the piping.
- Disconnect, removal and disposal of the old fan coil unit.
- Install new Carrier M# 42VBC04ARCY5AYGU Vertical Fan Coil Unit 115/1/60 Volts, 2 Row CW/HW Changeover Coil, Unit Mounted Thermostat & Fan Speed Switch.
- Re-Install the Johnson Controls Controller and Devices
- Fill and purge the system.
- Start and check operation of the new FCU.
- NOTE: There is an 11-week lead time ARU.

Excluded:

1. Taxes.
2. Testing, handling, and disposal of all hazardous materials.
3. Cut & patch.
4. Starters/VFDs.
5. Concrete housekeeping pads.
6. Engineering
7. Payment and performance bonds.
8. MBE/WBE Participation.

9 KREY BLVD • RENSSELAER, N.Y. 12144 • (518) 459-0910 • FAX: (518) 459-2622
www.postlerandjaeckle.com



QUOTED PRICE: Five Thousand Nine Hundred and Three Dollars -- \$5,903.00

We appreciate the opportunity to quote and should you have any questions or wish to discuss this further please contact me directly at 518-560-0062.

Postler & Jaeckle will not be held responsible for the delays of equipment, materials, or scheduling deficiencies/delays due to mandated labor shutdowns and/or COVID restrictions. Due to the rising costs of materials, this quote is good for 15 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and beyond the estimate.

Service Manager Signature: Bart Callahan

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Payment Due upon completion.

Signature: _____

Date: _____

Print: _____

Scheduled Work Date: _____ (Subject To Parts Availability)

Bart Callahan - Service Manager
Cell: 518-560-0062
Email: bart.callahan@postler.com

9 KREY BLVD • RENSSELAER, N.Y. 12144 • (518) 459-0910 • FAX: (518) 459-2622
www.postlerandjaeckle.com

Dan Clemens

From: shane flint <shane913@hotmail.com>
Sent: Friday, July 29, 2022 7:17 AM
To: Dan Clemens
Subject: Re: quote please

Hi Dan,

Bourque Mechanical Systems will not be providing a quote for this job. Thanks.

Shane

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Thursday, July 28, 2022 2:36:47 PM
To: shane913@hotmail.com <shane913@hotmail.com>
Subject: quote please

Please see attached Request For Proposal.
Please advise if you would like to provide a quote or not.

Thanks, Dan

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



Address 5 Hemlock St
 Latham NY 12110
 Phone (518) 220-2044
 Fax (518) 220-2051
 E-mail michael.wade@carrier.com

Contact Name Margy Kasky
 Account TOWN OF CLIFTON PARK
 Phone (518) 371-6651

Site Address 1 Town Hall Plz
 Clifton Park
 NY
 12065-3610
 United States

Estimate Date 08/05/2022

Quote Number 00695025

Job Description Replace fan coil unit Town Hall

Scope of Work

Carrier is pleased to quote the installation of a new Fan Coil Unit located at Town Hall.

1. Isolate and drain down piping.
 2. Disconnect, remove and dispose of old FCU.
 3. Install new Carrier Model# 42VBC04ARCY5AYGU vertical fan coil unit
 4. Re pipe the unit in the circulator pump room so that both sides are on the building/winter side of isolation valve.
 5. Re-install the Johnson Controls controller and devices.
 6. Fill and purge the system.
 7. Start and check operation of new FCU.
- Re pipe the unit in the circulator pump room so that both sides are on the building/winter side of isolation valve.
 Re-install the Johnson Controls controller and devices.
 Fill and purge the system.
 Start and check operation of new FCU.
 Re pipe the unit in the circulator pump room so that both sides are on the building/winter side of isolation valve.
 Re-install the Johnson Controls controller and devices.
 Fill and purge the system.
 Start and check operation of new FCU.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$8,764.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Michael Wade

Carrier Commercial Service

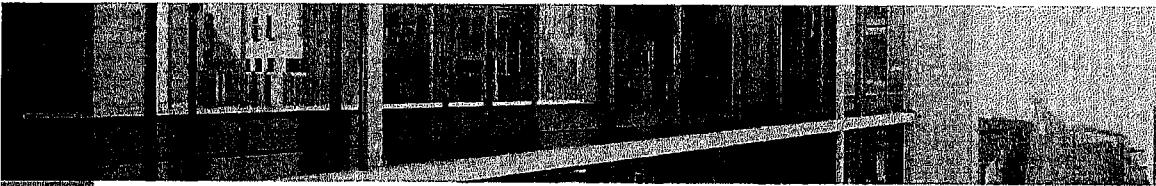
Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.



CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B.

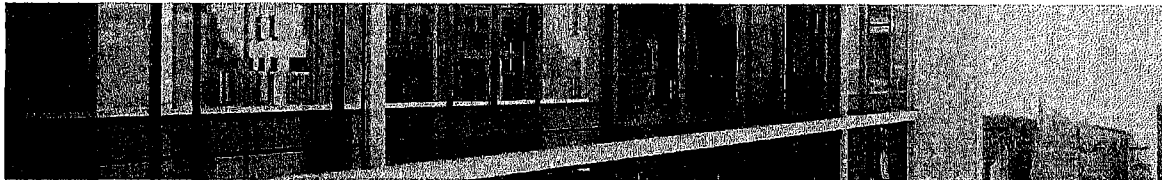
point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance

Terms and Conditions of Sale - Equipment and/or Service 040522



with instructions.

- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the

absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest,

Terms and Conditions of Sale – Equipment and/or Service 040522

title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

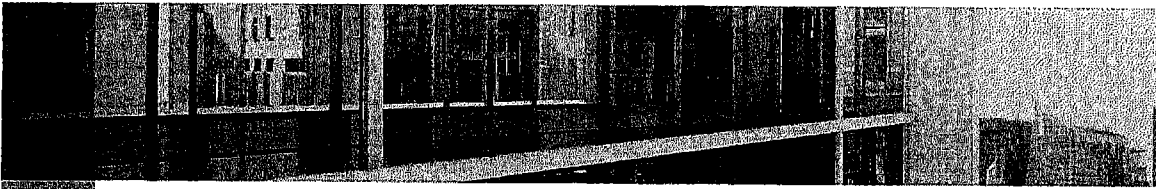
Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.



18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this

Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

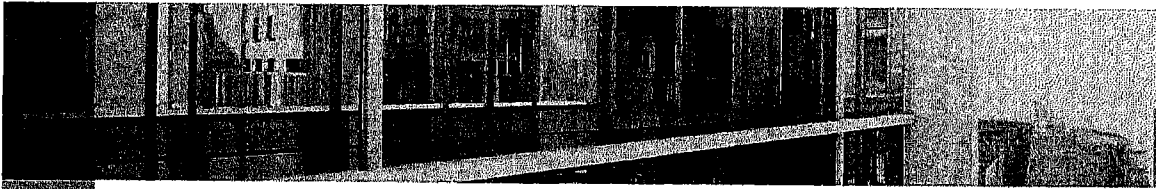
25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Terms and Conditions of Sale - Equipment and/or Service 040522



29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier’s intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link:<https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European-General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a “Service Provider” under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer’s policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days’ prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau

of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (“OSHA”) relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS- If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions–Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier’s state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.



Over 100 years of innovations

carrier.com/service

Terms and Conditions of Sale -- Equipment and/or Service 040522

Carrier Corporation

7



RESOLUTION
8

Resolution No. _____ of 2022, a resolution awarding the construction contract for paving of certain trails in the Oaks and Mill Creek subdivisions pursuant to competitive bid.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation published bid specifications and solicited sealed bids for a project consisting of clean, repair, preparation and asphalt overlay of 3 section of multi-use trails in the Oaks and Mill Creek subdivisions, and

WHEREAS, after a bid opening on September 2, 2022, Mr. Clemens recommends that the construction contract be awarded to Best Paving & Sealcoating, as low bidder, at a total cost not to exceed \$\$91,800 including Area #1, #2, and #3 per the attached; now, therefore, be it

RESOLVED, that the Town Board accepts the recommendation of the Director of Buildings, Parks, and Recreation, and hereby awards the construction contract for trail paving project to Best Paving & Sealcoating, pursuant to General Municipal Law Section 103, at a cost not to exceed \$91,800; and be it further

RESOLVED, that the Comptroller is authorized to transfer funds from Unassigned Fund Balance A-914 to A-7629-200 (Parks – Trails – Equipment).

Meg Springli

From: noreply
Sent: Tuesday, September 6, 2022 1:50 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen
Subject: Resolution Request for TB Meeting: 09-12-2022 Buildings & Grounds
Attachments: 6317884aa736f-TRAIL PAVING PROJECT BID RESULTS.22.pdf; 6317884aa7587-Trail Paving Bid BEST PAVING.22.pdf

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

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

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

Requested Meeting Date: **09-12-2022**

Brief Description: **Hire Best Paving for trail overlay paving project. Sealed bid opened 9/2/2022 - lump sum \$91,800.00**

Budget #:
Budget Description:
\$ Amount: **\$91,800.00**

Additional Comments/Details: **I am not sure that Supervisor Barrett wants all 3 sections done or if on this agenda. We have some grant funding for this project and the rest will need a transfer. I wanted to be sure to get it in on time if the 12th is the date desired.**

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

TRAIL PAVING PROJECT SEALED BID 9/2/22 Page 1

Company Name	AREA #1	AREA #2	AREA #3	LUMP SUM
CPS of Albany Inc.	33,500	24,000	39,000	\$96,500
New Castle Paving	66,966	37,428.50	76,595	\$180,989.50
DelSignore Blacktop Paving	104,400	61,880	99,180	\$265,460
United Asphalt Co.	60,570	36,825	61,725	\$159,120
Luizzi Asphalt Services Paving & Sealcoating	49,475	19,475	43,450	\$112,400

Peter Luizzi & Bros. Contracting Inc.	95,475	43,500	87,000	\$225,975
Best Paving & Sealcoating	32,000	22,800	37,000	\$91,800
Callanan Industries Inc.	70,975	42,100	69,875	\$182,950



Town of Clifton Park Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department, seeks sealed bids from qualified entities for overlay paving of three sections of 8-foot-wide blacktop paths located in Clifton Park, NY, 12065.

Scope of work is as follows but not limited to:

Clean, repair and prep, then overlay pave with 2.0 inches of Type 7 asphalt on three sections of 8-foot-wide blacktop paths.

Area # 1 – Summerlin Drive to Avenue of the Oaks

Area # 2 – Avenue of the Oaks to Avenue of the Oaks

Area # 3 – Avenue of the Oaks to 4 Leaf Manor

(Map included)

Dispose of all waste properly.

Bid documents are available at <https://www.cliftonpark.org/departments/town-clerk-s-office/town-clerk-bulletin-board.html>. TRAIL PAVING PROJECT BID DUE 9.2.22. or by emailing Town Clerk Teresa Brobston at tbrobston@cliftonpark.org or available for pick-up in the Town Clerk's Office. If necessary, Addendums will be posted on the Town website, same location.

Please use attached bid form

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY, 12065, by 2:00 PM on Friday, September 2, 2022, at which time bids will be opened. Please identify your bid as "trails overlay paving 2022".

A 5% of total amount bid bond is required.

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

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

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

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



Town of Clifton Park

Buildings & Grounds

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

BID FORM

Date: _____

Company Name: _____

Bid Name: _____

Area # 1 \$ _____

Area # 2 \$ _____

Area # 3 \$ _____

Lump Sum Bid \$ _____

Name/Title: _____

Signature: _____



Town of Clifton Park

Buildings & Grounds

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

BID FORM

Date: 9-1-22

Company Name: Best Paving

Bid Name: Trails Overlay Paving 2022


Area # 1 \$ 32,000⁰⁰

Area # 2 \$ 22,800⁰⁰

Area # 3 \$ ~~37,000⁰⁰~~ 37,000⁰⁰

Lump Sum Bid \$ 91,800⁰⁰

Name/Title: Richard Best Pres.

Signature:  Pres

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Best Paving & Sealcoating, Inc. & Richard Best DBA: Best Paving & Sealcoating 1349 Broadway Suite #2B Menands, NY 12204 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone-Number of Insured (518)434-2223 1c. NYS Unemployment Insurance Employer Registration Number of Insured TBD 1d. Federal Employer Identification Number of Insured or Social Security Number 141669982
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065	3a. Name of Insurance Carrier American Fire & Casualty Company 3b. Policy Number of entity listed in box "1a" XWA60335918 3c. Policy effective period 04/07/2022 - 04/07/2023 3d. The Proprietor, Partners or Executive Officers are included. <input type="checkbox"/> all excluded or certain partners/officers excluded <input checked="" type="checkbox"/>

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

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

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

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

Approved by: TYLER A. TERPENING
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 8/8/2022
(Signature)  (Date)

Title: VICE PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-782-0001

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

Workers' Compensation Law

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

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

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

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement of Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



430

of 220

83

b. The following is added to Paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



430

of 220

85

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Best Paving & Sealcoating, Inc. & Richard Best DBA: Best Paving & Sealcoating 1349 Broadway Suite #2B Menands, NY 12204 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (518)434-2223 1c. NYS Unemployment Insurance Employer Registration Number of Insured TBD 1d. Federal Employer Identification Number of Insured or Social Security Number 141669982
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065	3a. Name of Insurance Carrier American Fire & Casualty Company 3b. Policy Number of entity listed in box "1a" XWA60335918 3c. Policy effective period 04/07/2022 - 04/07/2023 3d. The Proprietor, Partners or Executive Officers are included. <input type="checkbox"/> all excluded or certain partners/officers excluded <input checked="" type="checkbox"/>

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

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

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

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

Approved by: TYLER A. TERPENING
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  8/8/2022
(Signature) (Date)

Title: VICE PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-782-0001

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

Workers' Compensation Law

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Heritage Group 1184 Troy- Scheneclady Road Suite # 102 Latham NY 12110		CONTACT NAME: Meghan Salmon PHONE (A/C, No, Ext): (518) 782-0001 FAX (A/C, No): (518) 782-9908 E-MAIL ADDRESS:																						
INSURED Best Paving & Seal Coating, Inc 1349 Broadway Ste 2B Menands NY 12204		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Ohio Security Insurance Co.</td> <td>24082</td> </tr> <tr> <td>INSURER B:</td> <td>Ohio Casualty Insurance Co</td> <td>24074</td> </tr> <tr> <td>INSURER C:</td> <td>American Fire & Casualty Company</td> <td>24066</td> </tr> <tr> <td>INSURER D:</td> <td>Hanover insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ohio Security Insurance Co.	24082	INSURER B:	Ohio Casualty Insurance Co	24074	INSURER C:	American Fire & Casualty Company	24066	INSURER D:	Hanover insurance Company		INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Ohio Security Insurance Co.	24082																						
INSURER B:	Ohio Casualty Insurance Co	24074																						
INSURER C:	American Fire & Casualty Company	24066																						
INSURER D:	Hanover insurance Company																							
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **REVISION NUMBER:**

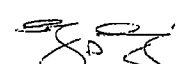
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BKS60335918	04/07/2022	04/07/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAS60335918	04/07/2022	04/07/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO60335918	04/07/2022	04/07/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWA60335918	04/07/2022	04/07/2023	PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
D	Equipment Leased and/or Rented			IHS H998649 00	04/07/2022	04/07/2023	E.L. DISEASE - POLICY LIMIT	\$ 175,000

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

Town of Clifton Park is named additional insured with regard to the General Liability policy by work done by the named insured as required by written contract per attached general liability coverage form.

Subject to the insurance policy terms, conditions, and exclusions.

CERTIFICATE HOLDER	CANCELLATION
Town of Clifton Park Buildings & Grounds One Town Hall Plaza Clifton Park NY 12065	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

60335918

004178

430

of 220

89

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



40

of 220

91

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional Insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

KCava



Town of Clifton Park

Buildings & Grounds

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

BID FORM

Date: September 2ND, 2022

Company Name: CPS of Albany, Inc.

Bid Name: TRAILS overlay PAVING 2022

Area # 1 \$ 33,500

Area # 2 \$ 24,000

Area # 3 \$ 39,000

Lump Sum Bid \$ 96,500

Name/Title: PETER Hitchcock owner

Signature: Peter Hitchcock



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 2, 2022

Town of Clifton Park
1 TOWN HALL PLZ
CLIFTON PARK NY 12065

Account Information:

Policy Holder Details :	CPS of Albany Inc
--------------------------------	--------------------------



Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY INC 76210755 225 KENNETH DR STE 110 ROCHESTER NY 14623	CONTACT NAME:	
	PHONE (800) 472-0072 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Company	NAIC# 29424
INSURED CPS OF ALBANY INC 77 CENTRAL AVE ALBANY NY 12206-3001	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76 WEG AC1YPF	10/10/2022	10/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER Town of Clifton Park 1 TOWN HALL PLZ CLIFTON PARK NY 12065	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.



Town of Clifton Park

Buildings & Grounds

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

BID FORM

Date: 9-1-22

Company Name: Best Paving

Bid Name: Trails Overlay Paving 2022


Area # 1 \$ 32,000⁰⁰

Area # 2 \$ 22,800⁰⁰

Area # 3 \$ ~~37,000⁰⁰~~ 37,000⁰⁰

Lump Sum Bid \$ 91,800⁰⁰

Name/Title: Richard Best Pres.

Signature:  Pres

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Best Paving & Sealcoating, Inc. & Richard Best DBA: Best Paving & Sealcoating 1349 Broadway Suite #2B Menands, NY 12204 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (518)434-2223 1c. NYS Unemployment Insurance Employer Registration Number of Insured TBD 1d. Federal Employer Identification Number of Insured or Social Security Number 141669982
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065	3a. Name of Insurance Carrier American Fire & Casualty Company 3b. Policy Number of entity listed in box "1a" XWA60335918 3c. Policy effective period 04/07/2022 - 04/07/2023 3d. The Proprietor, Partners or Executive Officers are included. ___ all excluded or certain partners/officers excluded <input checked="" type="checkbox"/>

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

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

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

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

Approved by: TYLER A. TERPENING
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 8/8/2022
(Signature)  (Date)

Title: VICE PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-782-0001

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

Workers' Compensation Law

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

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

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

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



60335918

004178

430

of 220

93

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



430

of 220

95

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Best Paving & Sealcoating, Inc. & Richard Best DBA: Best Paving & Sealcoating 1349 Broadway Suite #2B Menands, NY 12204</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured (518)434-2223</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured TBD</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 141669982</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Clifton Park One Town Hall Plaza Clifton Park, NY 12065</p>	<p>3a. Name of Insurance Carrier American Fire & Casualty Company</p> <p>3b. Policy Number of entity listed in box "1a" XWA60335918</p> <p>3c. Policy effective period 04/07/2022 - 04/07/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are included. <input type="checkbox"/> all excluded or certain partners/officers excluded <input checked="" type="checkbox"/></p>

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

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

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

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

Approved by: TYLER A. TERPENING
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 8/8/2022
(Signature)  (Date)

Title: VICE PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-782-0001

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

Workers' Compensation Law

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Heritage Group 1184 Troy- Scheneclady Road Suite # 102 Latham NY 12110		CONTACT NAME: Meghan Salmon PHONE (A/C, No, Ext): (518) 782-0001 FAX (A/C, No): (518) 782-9908 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Security Insurance Co. NAIC # 24082	
		INSURER B: Ohio Casualty Insurance Co 24074	
		INSURER C: American Fire & Casualty Company 24066	
		INSURER D: Hanover Insurance Company	
		INSURER E:	
		INSURER F:	
INSURED Best Paving & Seal Coating, Inc 1349 Broadway Ste 2B Menands NY 12204			

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSR	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BKS60335918	04/07/2022	04/07/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 15,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 3,000,000	
							PRODUCTS - COMP/OP AGG	\$ 3,000,000	
								\$	
A	AUTOMOBILE LIABILITY			BAS60335918	04/07/2022	04/07/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			USO60335918	04/07/2022	04/07/2023	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWA60335918	04/07/2022	04/07/2023	PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D	Equipment Leased and/or Rented			IHS H998649 00	04/07/2022	04/07/2023		\$175,000	

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

Town of Clifton Park is named additional insured with regard to the General Liability policy by work done by the named insured as required by written contract per attached general liability coverage form.

Subject to the insurance policy terms, conditions, and exclusions.

CERTIFICATE HOLDER	CANCELLATION
Town of Clifton Park Buildings & Grounds One Town Hall Plaza Clifton Park NY 12065	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

6035918

004178

400

of 220

89

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease-agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**



Town of Clifton Park

Buildings & Grounds

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

BID FORM

Date: 9/2/22

Company Name: Luizzi Bros Sealcoating & Striping LLC
Luizzi Asphalt Services

Bid Name: _____

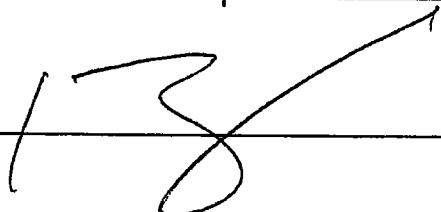
Area # 1 \$ 49,475 -

Area # 2 \$ 19,475 -

Area # 3 \$ 43,450 -

Lump Sum Bid \$ 112,400 -

Name/Title: BRYANT LUZZI, OWNER

Signature: 

BID BOND
(Percentage)

Bond Number: 72490122

KNOW ALL PERSONS BY THESE PRESENTS, That we Luizzi Bros. Sealcoating & Striping, LLC dba
Luizzi Asphalt Services of
70 Tivoli St., Albany, NY 12207, hereinafter
referred to as the Principal, and Western Surety Company
as Surety, are held and firmly bound unto Town of Clifton Park
of One Town Hall Plaza, Clifton Park, NY 12065 Five Percent of the
hereinafter referred to as the Oblige, in the sum of Amount Bid (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
Blacktop Paths for Trail Systems

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 2nd day of September, 2022.

Luizzi Bros. Sealcoating & Striping, LLC dba
Luizzi Asphalt Services

(Principal)

By _____ (Seal)

Western Surety Company

(Surety)

By William Kloc
WILLIAM P KLOC,
Attorney In Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72490122

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint WILLIAM P. KLOC

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Luizzi Bros. Sealcoating & Striping, LLC dba Luizzi Asphalt Services

Obligee: Town of Clifton Park

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72490122 is not issued on or before midnight of December 2nd, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

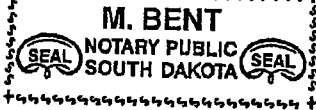
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 2nd day of September, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat,
Vice President

On this 2nd day of September, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



M. Bent
Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of September, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.