

TOWN OF CLIFTON PARK TOWN BOARD MEETING

December 5, 2022

The Town Board meeting can be viewed live by visiting www.cliftonpark.org Scroll down to click

 **ONLINE BOARD MEETINGS**

- 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**
 - **Historic Preservation Commission – presentation of Pomeroy Foundation Markers for Grooms Tavern and Mohawk Valley Grange Hall buildings**
 - **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.

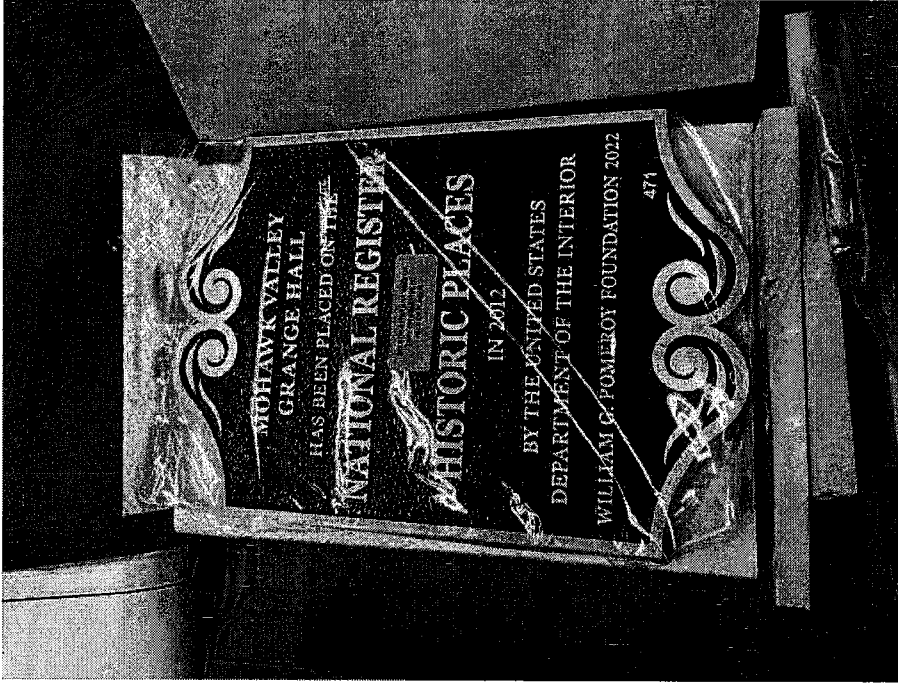
VIII. Adjournment

Resolutions for Consideration
Clifton Park Town Board Meeting
November 14, 2022

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Budget Transfer - Comptroller	Authorize the transfer of funds for labor on the Town's computer network	P. Barrett
2. Procurement – Buildings & Grounds	Authorize Change Orders #1 and #2 for the Country Knolls Pool Liner Project for replacement of skimmers and the pool coping	P. Barrett
3. Procurement – Buildings & Grounds	Authorize the purchase of a Bobcat Tractor under state contract	P. Barrett
4. Agreement – Town Board	Authorize the Supervisor to sign agreements with GTM Payroll & HR for human resource support and services	P. Barrett
5. Personnel – Town Board	Authorize the hiring of Darlene Allen as Deputy Comptroller and Christine Kot as a part-time Clerk, Tax Collections	P. Barrett
6. Road Dedication - Town Board	Accept the dedication of Placid Pines Court and related utility easements in the Duel Longkill subdivision	P. Barrett
7. Agreement – Town Board	Accept the proposal of Twin Bridges for town-wide yard waste collection and transfer station composting services	P. Barrett
8. Proclamation – Supervisor	Proclaim April 23-29, 2022 as Arbor Week in Clifton Park	P. Barrett
9. Town Board	Direct the Highway Superintendent to cooperate with outside auditors relative to business practices and fee management relative to street opening permit applications	P. Barrett



Grooms Tavern Plaque



Mohawk Valley Grange Plaque

RESOLUTION

#1

Resolution No. _____ of 2022, a resolution to authorize the Comptroller to transfer funds for labor costs relative to computer network security and server upgrades.

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

WHEREAS, by Resolution No. 218 of 2022, the Town Board authorized the purchase of server and security upgrades for the Town's computer network under New York State Contract, and

WHEREAS, the Town's IT Consultant, ABS Solutions, has completed installing the upgrades at a cost of \$24,338.00 for labor to install the network security and server upgrades; now, therefore, be it

RESOLVED, that the Comptroller is authorized to transfer \$24,338.00 from A-914 (Unassigned Fund Balance) to A-1620-200 (General Fund -Town Hall- Equipment).

Meg Springli

From: noreply
Sent: Friday, November 18, 2022 12:37 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy
Subject: Resolution Request for TB Meeting: 12-05-2022 Supervisor
Attachments: 6377c2c57d9ea-ABS PO 204 205.pdf

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

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

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

Requested Meeting Date: **12-05-2022**

Brief Description: **Authorize transfer from Undesignated Fund Balance for labor to computer system**

Budget #: **A-01620-00200**
Budget Description: **Transfer from A-00914 Unassigned Fund Balance**
\$ Amount: **24338**

Additional Comments/Details: **This is for the labor to install the new server with security added. Please see proposals from purchase orders attached**

Resolution No. 218 of 2022, a resolution to authorize the purchase of server and security upgrades for the Town's computer network under New York State Contract.

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

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

WHEREAS, the Town Board wishes to authorize the purchase of server and security upgrades as recommended by the Town's IT Consultant, ABS Solutions, to maintain a secure and updated computer network environment, and

WHEREAS, ABS Solutions has provided a quote for wireless routing, firewall and security, available under NYS Umbrella Contract, that will provide the employees with secure email and document storage as they conduct Town business, at a total cost not to exceed \$90,546 for equipment and support under PEPPM Contracts #528897-251, & 530205-001, and NYS Umbrella Contract# PM20820, and

WHEREAS, ABS Solutions has also provided labor costs for the network security upgrade for an estimated 65 hours totaling \$10,037.50; now, therefore, be it

RESOLVED, that the Town is authorized to accept the attached proposals for network security upgrades and labor; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$100,583.50 from A-914 (Unassigned Fund Balance) to A-1620-200 (General Fund -Town Hall- Equipment).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

September 6, 2022

Teresa Brobston, Town Clerk

TOWN OF CLIFTON PARK PURCHASE ORDER

P.O. No. 21122-205

Delivery Address:

- One Town Hall Plaza
Clifton Park, NY 12065
(518) 371-6651
- 5 Municipal Plaza
Clifton Park, NY 12065
(518) 371-6668
- 217 Vischer Ferry Rd.
Rexford, NY 12148
(518) 371-6669
- 639 Clifton Park Center Rd.
Clifton Park, NY 12065
(518) 371-7310
- Two Town Hall Plaza
Clifton Park, NY 12065
(518) 371-7989
- 477 Clifton Park Center Rd.
Clifton Park, NY 12065
(518) 348-7313
- 6 Clifton Common Court
Clifton Park, NY 12065
(518) 383-1343
- _____

VENDOR'S ADDRESS

Name	ABS Solutions
Street	
Street	52 Corporate Circle
City	Albany
State	NY
Zip	
Contact	

APPROVAL FOR PURCHASE

Available	<u>11/18/22</u> Date	 Comptroller's Office
Approved	_____ Date	_____ Town Supervisor
Encumbered	_____ Date	_____ Comptroller's Office

Quantity	Product #	Description	Unit Price	Total
1		Proposal 40177		15,100
		Network Security Install		

ACCOUNT DISTRIBUTION	AMOUNT
A-1620-200	15,100-

DEPARTMENTAL REQUEST

The above service or materials can be furnished to the municipality on the dates and the charges are correct.

DEPARTMENT HEAD

DATE 11/18/22



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

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

Proposal

Date	Proposal #
11/2/2022	40177

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

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

P.O. No.	Terms	Project
21122-205	Net 30	Network Security Install

Description	Qty	Rate	Total
ABS LAN Labor \$135/Hour Setup Duo tenant and configure policies for Servers and Desktops, Push Duo MFA and test. Work with Meg to deploy Duo. Create IS_Mgmt VLANs on Town Hall and remote locations. Migrate network equipment to IS_Mgmt VLAN, Migrate users to Users VLAN at each location. Setup firewall polices to secure network equipment. Review AD groups and setup integration with TOCP domain. Create firewall rules to restrict access inbound to server network. Create firewall rules to further segment internal networks. Setup rules for scanners and network devices. Layer in security and monitor. Update documentation.	80	135.00	10,800.00
ABS LAN Labor \$135 After-Hours After-hours, migrate Town Hall and Senior Center network equipment to IS_Mgmt VLAN and migrate users to Users VLAN.	20	202.50	4,050.00
Travel Charge \$25	10	25.00	250.00

Thank you for your business.

Subtotal

Sales Tax (0.0%)

Total

Signature



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

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

Proposal

Date	Proposal #
11/2/2022	40177

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

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

P.O. No.	Terms	Project
21122-205	Net 30	Network Security Install

Description	Qty	Rate	Total
<ul style="list-style-type: none"> * The scope of labor as defined above does not include Town Court network and firewall. * Pricing valid for 30 days from date of proposal. * All orders final, no returns or cancellations. * ABS Solutions, LLC is not responsible for delays outside of our control. Time associated with delays will be billed in a time and materials basis. * Customer acknowledges scope of work as defined above. Any work performed by ABS Solutions, LLC outside of the scope of work will be billed at standard labor rates on a time and materials basis at the conclusion of the project. Customer can request a status of work performed to date at any point during the project. 			

Thank you for your business.

Subtotal	\$15,100.00
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I agree to invest in the products/services listed above. Please sign and fax to (518) 608.5808

Sales Tax (0.0%)	\$0.00
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Signature

Total	\$15,100.00
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TOWN OF CLIFTON PARK PURCHASE ORDER

P.O. No. 2122-204

Delivery Address:

- One Town Hall Plaza
Clifton Park, NY 12065
(518) 371-6651
- 5 Municipal Plaza
Clifton Park, NY 12065
(518) 371-6668
- 217 Vischer Ferry Rd.
Rexford, NY 12148
(518) 371-6869
- 639 Clifton Park Center Rd.
Clifton Park, NY 12065
(518) 371-7310
- Two Town Hall Plaza
Clifton Park, NY 12065
(518) 371-7989
- 477 Clifton Park Center Rd.
Clifton Park, NY 12065
(518) 348-7313
- 6 Clifton Common Court
Clifton Park, NY 12065
(518) 383-1343
- _____

VENDOR'S ADDRESS

Name	<u>ABS Solutions</u>
Street	
Street	<u>52 Corporate Circle</u>
City	<u>Albany</u>
State	<u>NY</u>
Zip	
Contact	

APPROVAL FOR PURCHASE

Available	<u>11/18/22</u>	<u>[Signature]</u>
	Date	Comptroller's Office
Approved	_____	_____
	Date	Town Supervisor
Encumbered	_____	_____
	Date	Comptroller's Office

Quantity	Product #	Description	Unit Price	Total
1		Proposal 40178		9238
		Labor Unity 480		
		Hybrid Storage Server		

ACCOUNT DISTRIBUTION	AMOUNT
<u>A-1620-200</u>	<u>9238</u>

DEPARTMENTAL REQUEST

The above service or materials can be furnished to the municipality on the date and the charges are correct.

[Signature]
DEPARTMENT HEAD

DATE 11/18/22



ABS Solutions, LLC

52 Corporate Circle

Suite 105

Albany, NY 12203

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

Proposal

Date	Proposal #
11/2/2022	40178

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

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

P.O. No.	Terms	Project
21122-204	Net 30	Unity 480 Hybrid Storage Srv Install

Description	Qty	Rate	Total
ABS LAN Labor \$135/Hour Setup 10GB switches and configure R650 hosts and Unity Storage. Setup iSCSI networking. Configure SAN snapshot policies. Connect existing VRTX hosts to Unity storage to facilitate migration. Once VM's migrated, power down VRTX and remove from rack. Update documentation.	45	135.00	6,075.00
ABS LAN Labor \$135 After-Hours Shutdown VM's and migrate from VRTX to Unity/Dell hosts. Power VM's back up and test.	15	202.50	3,037.50
Travel Charge \$25	5	25.00	125.00

* Pricing valid for 30 days from date of proposal.
 * All orders final, no returns or cancellations.
 * ABS Solutions, LLC is not responsible for delays outside of our control. Time associated with delays will be billed in a time and materials basis.
 * Customer acknowledges scope of work as defined above. Any work performed by ABS Solutions, LLC outside of the scope of work will be billed at standard labor rates on a time and materials basis at the conclusion of the project. Customer can request a status of work performed to date at any point during the project.

Thank you for your business.

Subtotal	\$9,237.50
Sales Tax (0.0%)	\$0.00
Total	\$9,237.50

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

Signature _____

RESOLUTION

#2

Resolution No. _____ of 2022, a resolution authorizing two change orders to the existing contract with Patterson-Stevens, Inc. for the Country Knolls Pool Liner Project.

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

WHEREAS, the Town has an existing contract with Patterson-Stevens, authorized by Resolution No. 153 of 2022 on June 6, 2022, for improvements to the pool liner in the Town-owned pool located in Country Knolls, and

WHEREAS, the Town Board wishes to authorize Change Order #1 for the replacement of pool skimmers in the amount of \$53,052.00, and

WHEREAS, the Town Board also wishes to authorize Change Order #2 for the amount of \$71,020.00 for repair and replacement of the pool edge coping; now, therefore, be it

RESOLVED, that the Town Board authorizes Change Orders# 1 and #2 for the Country Knolls Pool Liner project, in a combined amount of \$124,072, and be it further

RESOLVED, that the Comptroller is authorized to transfer the funds from A-914 (Unassigned Fund Balance) to A-7151-200 (Country Knolls Pool – Equipment).

Meg Springli

Combine 1

From: noreply
Sent: Thursday, November 10, 2022 7:31 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy
Subject: Resolution Request for TB Meeting: 11-21-2022 Buildings & Grounds
Attachments: 636cef1a2db03-CK pool liner 22-23 CO No. 1-11.04.22.pdf; 636cef1a2df2d-CK pool liner CO #1 email 10.27.22.pdf; 636cef1a2dfd2-Change order #1 -2.jpg; 636cef1a2e90f-Change order #1 -3.jpg

COMPTROLLER APPROVAL or Comments:

Change orders to CK Pool Liner Res 153 of 22

ATTORNEY APPROVAL or Comments:

Combine #1 & #2 into 1 resolution

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: 11-21-2022

Brief Description: Change order #1 for Countryt Knolls pool liner project. Replace 6 skimmers

Budget #: A-7151-200
Budget Description: Country Knolls Pool - Equipment
\$ Amount: 53,052.00

Additional Comments/Details: will probably need a transfer of funds for this change order

Dan Clemens

From: Phil Barrett
Sent: Thursday, October 27, 2022 4:16 PM
To: Dan Clemens
Subject: RE: country Knolls pool skimmers

ok

Phil Barrett

Clifton Park Town Supervisor

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Thursday, October 27, 2022 3:04 PM
To: Phil Barrett <PBarrett@cliftonpark.org>
Subject: country Knolls pool skimmers

Phil,

Attached is the quote for the replacement of the six skimmers at the Country Knolls Pool. Here is what Zach from Barton & Loguidice wrote:

I spoke with Leo at Patterson-Stevens and as discussed we have reviewed the attached for the six skimmers and feel the cost is line for this work scope. Total Quote is 53,052.00 which works out to \$8,842 per skimmer replacement (6 total) which we feel is reasonable for this labor intensive work.

Leo is hoping to get out there towards the end of next week or the following work to finish up repairs but we will need authorization on the skimmers if it is something you want to have completed as he is hoping to schedule all the repair work at once. I am sure we can verbally authorize work and put the formal paperwork together after that.

Please advise how you would like to proceed.

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

Meg Springli

From: noreply
Sent: Monday, November 28, 2022 7:52 AM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy
Subject: Resolution Request for TB Meeting: 12-05-2022 buildings & grounds
Attachments: 6384aee499332-CK pool liner CO #2 - Signed 11.28.22.pdf

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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: **12-05-2022**

Brief Description: **Change order #2 to Country Knolls Pool Liner.**

Budget #: **A 7151-200**
Budget Description: **Country Knolls Pool - Equipment**
\$ Amount: **71,020.00**

Additional Comments/Details: **This chang order is to repair the top 4 inches of the pool wall. The coping stones need to be removed, then old concrete removed, rebar installed, new gunite installed the coping reinstalled. This is the area that the liner attaches to and is in poor condition. Existing material is not strong enough to hold the new liner.**

A-914 Funds to come from unassigned fund balance
with a transfer to A-7151-200.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

Resolution No. 153 of 2022, a resolution authorizing the replacement of the pool liner at the Country Knolls Pool.

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

WHEREAS, the Supervisor wishes to replace the liner at the Country Knolls Pool, and

WHEREAS, Barton & Loguidice was retained to prepare job specifications and bid documents for the project, and advertised for sealed bids, which were opened on March 31, 2022, and

WHEREAS, Patterson-Stevens, Inc. submitted the sole bid in the amount of \$363,000 for the project, and

WHEREAS, the Barton & Loguidice has recommended that Patterson-Stevens, Inc. be authorized to replace the pool liner, for an amount not to exceed \$363,000; now, therefore, be it

RESOLVED, that the pool liner replacement of the Country Knolls Pool is awarded to Patterson-Stevens, Inc., Tonawanda, NY, at a cost not to exceed \$363,000, with a transfer from Unassigned Balance of the General Fund to A-7151-200 (Country Knolls Pool – Equipment), pending a review of the potential transfer of the Pool from the Longkill #1 Park District to the Town; and be it further

RESOLVED, that Barton & Loguidice is authorized to issue a notice to proceed to Patterson-Stevens, Inc. for the acquisition of materials and supplies necessary for the project, which will begin after the close of the 2022 pool season.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

Councilwoman Flood questioned how old the current liner is?

Mr. Clemens answered little less than 20 years. He stated liners usually last 12-15 years.

Glenn Valle, Longkill Park District Chair, stated the pool liner is in desperate need of replacing. He expressed concerns with structural damage.

Councilwoman Standaert voiced concerns with losing water and the amount lost yearly.

Councilwoman Standaert questioned the first RESOLVED on the Resolution for pending review of the potential transfer of the pool from Longkill #1 Park District to the Town? She questioned if the Town is buying the pool?

Supervisor Barrett explained Mr. Valle has approached him about the possibility of changing the relationship with the pool, the Town and the Park District. Ideas are being discussed. No final solution yet.

CHANGE ORDER NO.: 1 FILE: 1646.011.001

CONTRACT NO.: 1A - General Construction

Reason for Change Order:

Existing Condition of damaged skimmers requiring replacement.

Change Order Cost:

(6) Pool Skimmer Replacement: \$53,052.00 (Add)

Revised Contract Amount:

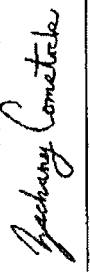
\$416,052.00

All the work will have been done to the best of our knowledge and belief in accordance with the applicable provisions of the Contract. This Change Order represents full and complete compensation for all costs relative to the change itself and all other impacts that this change may have on the project. The Contractor hereby acknowledges that it has considered and priced into this Change Order impacts beyond the scope of the individual change(s) and waives all claims otherwise.

APPROVALS:

OWNER: _____ DATE: _____

CONTRACTOR:  _____ DATE: 11/3/22

ENGINEER:  _____ DATE: 11/04/22



PATTERSON-STEVENSON, INC.

400 SAWYER AVENUE
TONAWANDA, NY 14150-7755

(716) 873-5300
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

QUOTATION

Date: 10/24/22
To: Barton Loguidice
Attention: Zach Comstock
From: Leo Wasch
Re: Quote – Skimmer replacement – Country Knolls pool
Email/Fax:

This quotation contains () page(s).

Patterson Stevens is pleased to quote on supplying skilled labor, equipment and material for the following scope of work.

Scope of work:

- Saw cut pool wall/deck and chip out (6) existing skimmers
- Excavate and exposed existing piping
- Pressure test existing pipes
- Supply and install (6) new skimmers connecting to existing piping
- Supply and install clean pea gravel fill
- Supply and install reinforcing steel and install gunite/cast in place concrete
- Reset and existing coping stones and grout.

Quote \$53,052.00

Breakdown

Labor \$ 37080.00
Equip \$ 3980.00
Mat \$ 11992.00

Exclusions

Taxes permits, fees, licenses, bonds
Engineering and design services

FLOWSTAR® SKIMMER WITH FLUSH FACE 4" EXTENSION, FLOAT ASSEMBLY, BASKET, LID AND COLLAR

Built in conformance with NSF 50 and SPS 3 standards

FEATURES

Designed for commercial and residential use, 15 GPM min, 90 GPM max

Adjustable collar

New weir clip lock secures the clips in the weir door

Large self-contained basket with lock-in feature (will not float)

Underwater dampers on the faceplate for noise reduction on weir plate – especially on windy days

Super strong engineered polymer upper housing

Extra heavy duty PVC lower unit (no transitional glue required)

2 1/2" outside slip and 2" inside slip (outside skimmer)

2" threads for pressure testing (inside skimmer)

1" built-in overflow or fill line knock-out

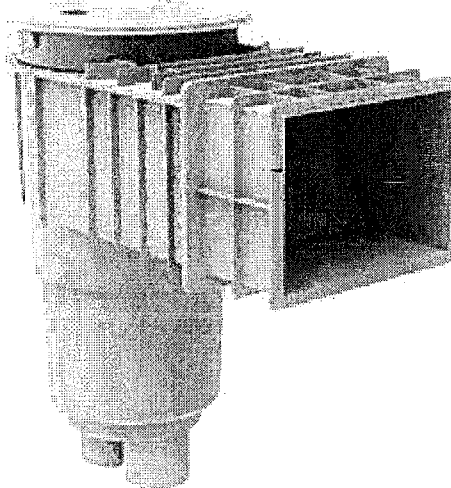
Upper housing has pre-cut rebar cutouts with pre-drilled holes for tie wire

Skimmer Lid and Collar G154 UV tested

Optional custom name/logo engraved on the lid (requires minimum 500 piece lid order)

1 per case

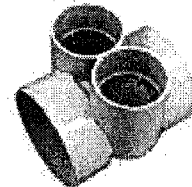
Two additional lid options available (sold separately): square or snap-in round/square



Part # SKR14xxx



Optional vacuum plate with snap-in lug can be glued in under lid for easy storage p/n SK43101



Optional BFB adapter converts skimmer fittings to 4" or 3" tee for improved hydraulics and code compliance p/n BFB101

STANDARD COLORS

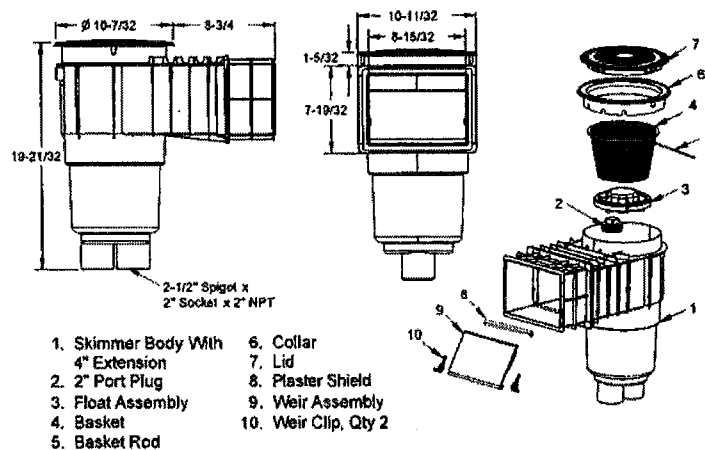
- SKR14101 – White
- SKR14103 – Light Gray
- SKR14105 – Dark Gray

Snap-In Round/Square Lid and Collar (sold separately) p/n SK65xxx

Square Lid and Collar (sold separately) p/n SK64xxx

NOTICE: For NSF certified skimmers, please contact your AquaStar Sales Representative. Lid, float valve, 4" socket, and 6" socket options are not NSF certified.

SPS 3 & NSF 50 Compliant



1. Skimmer Body With 4" Extension
2. 2" Port Plug
3. Float Assembly
4. Basket
5. Basket Rod
6. Collar
7. Lid
8. Plaster Shield
9. Weir Assembly
10. Weir Clip, Qty 2

6" ROUND HOCKEY PUCK SUMPLESS SUCTION OUTLET COVER, HYDROAIR/ITT REPLACEMENT



	Floor Flow Rating	Wall Flow Rating	Sump Depth	Open Area
	2" pipe: 160 GPM at 4.9 fps 1½" pipe: 144 GPM at 4.4 fps	2" pipe: 92 GPM at 2.8 fps 1½" pipe: 92 GPM at 2.8 fps	SumpleSS	10.4 in ²

FEATURES

All components meet or exceed ANSI/APSP 16-2011 and NSF/ANSI 50-2009a national standards and ASTM G154 UV testing exposure

See next page for eight adapter plates sold separately, available for sumpleSS connections to 1022s, 1½" female adapters, 1½" and 2" inside and outside slip and threads

Easily and safely retrofits many HydroAir/ITT parts

Manufactured from superior UV-resistant engineered polymers

#316 stainless steel screws

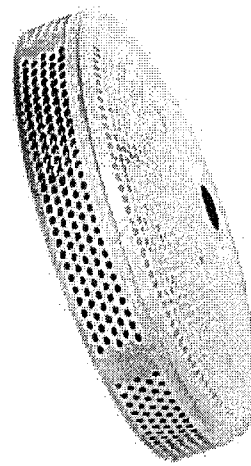
Trademarked VGB compliance button easily identifies VGB 2008 compliant cover from on deck and underwater

Online product support including downloadable CAD files, General Certificate of Conformity, third-party certificate, installation instructions and more

Replace drain cover every five years from the date of installation

25 per case

No sump required!



Part # 6HPHAxxx

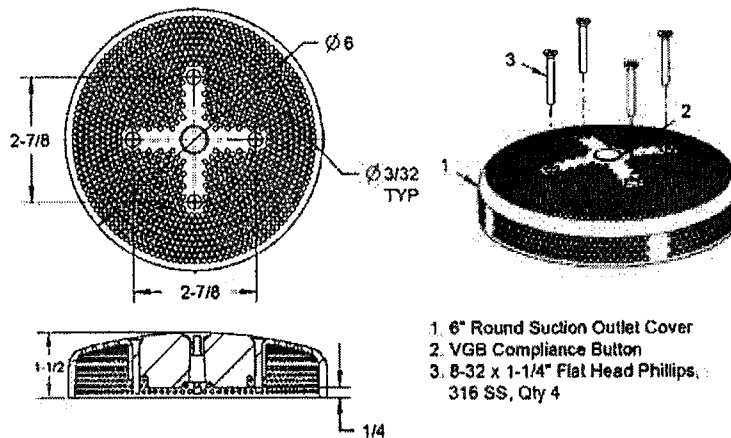
For fiberglass option, see page 136

STANDARD COLORS

- 6HPHA101 - White
- 6HPHA102 - Black
- 6HPHA103 - Light Gray
- 6HPHA104 - Blue
- 6HPHA105 - Dark Gray
- 6HPHA108 - Tan

Replaces p/n 6HPxxx

VGB 2008 Compliant



1. 6" Round Suction Outlet Cover
2. VGB Compliance Button
3. 8-32 x 1-1/4" Flat Head Phillips, 316 SS, Qty 4

Retrofits to Sta-Rite/Pentair #8011 and AquaStar #4RNDxxx equalizer

CHANGE ORDER NO.: 2

FILE: 1646.011.001

CONTRACT NO.: I - General Construction

Reason for Change Order:

Existing deteriorated condition of Pool Wall (Add).

Change Order Cost:

Remove and Reinstalling Coping (325 LF) and Top 4" of Pool Wall Replacement: \$71,020.00 (Add)

Revised Contract Amount:

\$487,072.00

All the work will have been done to the best of our knowledge and belief in accordance with the applicable provisions of the Contract. This Change Order represents full and complete compensation for all costs relative to the change itself and all other impacts that this change may have on the project. The Contractor hereby acknowledges that it has considered and priced into this Change Order impacts beyond the scope of the individual change(s) and waives all claims otherwise.

APPROVALS:

OWNER:

DATE:

CONTRACTOR:

DATE: 11/23/22

ENGINEER:

DATE: 11/21/22

[Handwritten Signature]
[Handwritten Signature]



PATTERSON-STEVENSON, INC.

400 SAWYER AVENUE
TONAWANDA, NY 14150-7755

(716) 873-5300
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

QUOTATION

Date: 11/17/22
To: Town of Clifton Park
Attention: Dan Clemens
From: Leo Wasch
Re: Quote top of pool wall concrete repair – Request for Co 2
Email/Fax: DClemens@cliftonpark.org

This quotation contains (1) page(s).

Patterson Stevens is pleased to quote on supplying skilled labor, equipment and materials for the repairs to the pool wall per the following scope.

Scope of work

- Remove and stock pile 325 LF of coping stone for reinstallation
- Saw and demo approx. the top 4" of the pool.
- Supply and install "j" hooks and two horizontal #3 rebar
- Supply and install approximately 4" of gunite on pool wall (4000 PSI)
- Reinstall existing coping stone
- Dispose of concrete spoils off site.
- Supply and install backer road and caulk joint between coping stone and concrete pool deck with urethane sealant.

Quote: \$71,020.00

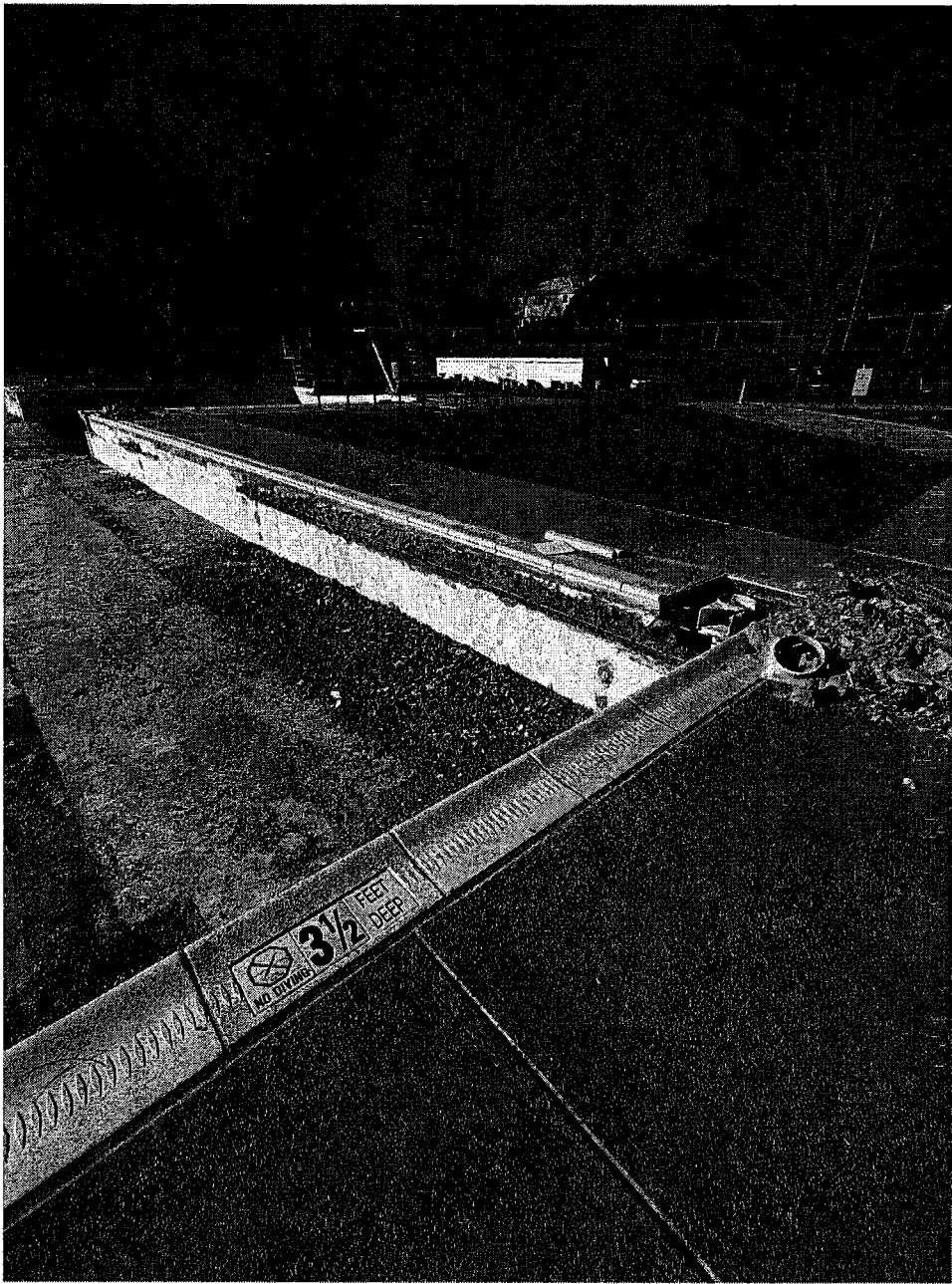
Exclusions:

Taxes, permits, fees, licenses, bonds
Site access and egress
Landscaping
Engineering and design services
Temporary heat
Potable water by others
Replacement coping stone
Concrete/gunite testing

Breakdown

Labor \$36,850.00
Equip \$5,115.00
Mat \$29,055.00





RESOLUTION
#3

Resolution No. _____ of 2022, a resolution authorizing the purchase of a Bobcat Compact Tractor for the 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 \$42,082.60, and

WHEREAS, Mr. Clemens has recommended that CT5545 Compact Tractor 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, and

WHEREAS, the Town has received \$24,132.00 from the sale of surplus equipment, and

WHEREAS, it is proper to increase the Building & Grounds Equipment line by the same amount of \$24,132.00; now, therefore, be it

RESOLVED, that the budget is increased by \$24,132.00 in A-2665 (Sales of Equipment and A-7110-200 (Buildings & Grounds – Equipment), and be it further

RESOLVED, that the Buildings and Grounds Department is authorized to purchase one Bobcat CT5545 Compact Tractor, 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 \$42,082.60.

Meg Springli

From: noreply
Sent: Tuesday, November 22, 2022 1:31 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy
Subject: Resolution Request for TB Meeting: 12-05-2022 Buildings & Grounds
Attachments: 637d157d56b73-Bobcat CT5545 tractor quote 11.22.22.pdf

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments: *Procurement - state contract*

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: 12-05-2022

Brief Description: Purchase a Bobcat CT5545 Compact Tractor eHST uder state contract PC69396 for \$42,082.60

Budget #:
Budget Description:
\$ Amount:

Additional Comments/Details: I spoke with Mark today about the budget for this purchase. B&G recently auctioned off 4 old tractors and other equipment which totaled \$23,205.00 and scraped some metal for \$927.20. Mark says I have money in other budget lines to make up the \$17,950.40 needed for the purchase.



Bobcat

Product Quotation

Quotation Number: AMS-08661v1

Date: 2022-11-22 08:51:44

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	Eric Bobcat of Saratoga, LLC, Gansevoort, NY 1279 ROUTE 9 P. O. BOX 785 GANSEVOORT NY 12831 Phone: (518) 798-9283 Fax: (518) 798-9286	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
CT5545 Compact Tractor eHST	M1619	1	\$31,751.20	\$31,751.20
Bobcat CT5545 E HST	Parking Brake			
Glow Plug Engine Pre Heat	Four Wheel Drive			
Cab Heat/Air	Rear Differential Lock			
Right arm rest	Brakes, Wet Multi Disc			
Sunshade	Loader Joystick & Valve			
Cruise control	Fuel Heater			
Linked pedal	Rear PTO			
Floor mat	PTO Shield			
Side View Mirror	PTO Cruise			
Electric Key Shutoff	Three Point Hitch, Category 1			
Horn	Hydraulic Three Point Lift Position Control System			
Cupholder	Rear Three Point Hitch Return to Position			
Suspension seat, w/ retractable seat belt	Telescopic stabilizer and lower link			
Hydrostatic Power Steering	7 pin Socket			
Instrumentation: Hourmeter, tachometer, engine temperature, fuel gauge, and warning lights	Lifting rod Beveled Gear Type			
Lights: headlights, tail lights, brake lights, hazard flashers and turn signals	Tires: Bobcat Industrial Tires			
Safety Interlock System	10 16.5 Front; 17.5-24 Rear			
Assembled Tractor with Assembled Loader	M1619-R01-C01	1	\$200.00	\$200.00
Factory Installed Front End Loader (FL9-5)	M1619-A01-C01	1	\$5,638.40	\$5,638.40

Total of Items Quoted	\$37,589.60
Dealer P.D.I.	\$150.00
Freight Charges	\$880.00
Dealer Assembly Charges	\$0.00
Other Charges: Material and Logistics	\$3,463.00
Quote Total - US dollars	\$42,082.60

*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

SURPLUS -	80	TOTAL TO	NEED
\$ 23,205.00		GRN FUND	\$ 17,950.40
scrp METAL		\$ 24,132.20	
\$ 927.20			



Bobcat

Compact Tractors

CT5545 | CT5550 | CT5555 | CT5558



One Tough Animal

RESOLUTION

#4

Resolution No. _____ of 2022, a resolution authorizing the Supervisor to execute two agreements with GTM Payroll Services, Inc. for human resource needs.

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

WHEREAS, the Town has terminated its consulting services arrangement with Public Sector HR Consultants of Glenville, NY, last renewed by Resolution No. 118 of 2016, and

WHEREAS, GTM provides cost effective services at the hourly rates listed per the agreements, and expertise in the human resources areas of personnel management, employee recruitment and training, record keeping and benefits administration,

WHEREAS, the Supervisor has recommended that GTM be contracted to offer support and services for human resource related matters, and

WHEREAS, the agreement includes an initial onsite presence for Human Resources Services on a weekly basis, subject to adjustment as needed, and

WHEREAS, pursuant to the Town's Procurement Policy and Resolution No. 1 of 2022, the Supervisor is authorized to engage professional services; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached agreements with GTM Payroll Services, Inc., at the rate of \$125 per hour for consulting services and \$150 per hour for training, to be paid from A-1220-15 (Supervisor-Other Contractual).



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

MASTER HUMAN RESOURCE SERVICES AGREEMENT

This Agreement (the "Agreement") is applicable to the human resources services provided by **GTM Payroll Services Inc.** ("**GTM**") with its principal office at 9 Executive Park Drive, Clifton Park, NY 12065, to each client utilizing such services pursuant to these terms and conditions (the "**Client**").

WHEREAS, Client is an employer and is responsible for the administration of its employee policies and procedures which it offers to its employees in compliance with the requirements of federal, state, and local employment laws; and

WHEREAS, the Client has retained GTM to provide certain human resource services for the Client and GTM is willing to provide such services upon the terms and conditions set forth herein (the "Agreement").

1. **Services.** Subject to the terms and conditions incorporated herein by reference, posted at <https://gtm.com/business/hr-services-terms-and-conditions> the Client has contracted with GTM to provide certain human resource services which may include HR Consulting, HR Project Services, Live and Web Based Training Services, and Leave Administration Services. Particular services provided will be as requested by Client.

2. **Pricing** In the event of any change in pricing or payment terms, GTM shall provide the client with at least thirty (30) days prior notice.

3. **Independent Contractor.** Nothing contained in this Agreement shall create or be deemed to create the relationship of a joint venture, franchise, business opportunity, agent, partnership, employer, employee, or association among and between GTM and Client. It is expressly understood and agreed that the parties herein are independent contractors of the other for any and all purposes whatsoever.



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GTM PAYROLL SERVICES INC.

CLIENT: Town of Clifton Park

Signature: _____

Signature: _____

Name: Michael Maddalone

Name: Phil Barrett

Title: Sales Director

Title: Clifton Park Town Supervisor

Date: 11.29.22

Date: 11.29.22

Address: Clifton Park Town Hall (1 Town Hall Plz, Clifton Park, Ny 12065)

Sales Consultant: _____

Email: PBarrett@cliftonpark.org

Phone: 518-371-6651

Facsimile: _____



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

STATEMENT OF WORK Exhibit A

Project

HR PROJECT SERVICES – HR AUDIT

Purpose:

To provide readily accessible and comprehensive labor and employment law compliance guidance and best-in-class hiring and management practices. GTM offers recommendations and best practice advice to clients in handling complex HR issues, including, but not limited to, recruiting and interviewing, policy development and updates, performance management and employee discipline, terminations, leave management, and wage and hour compliance. Off-site HR Support and HR Project Services are delivered via telephone, email, fax, and mail. Periodic reminders, notices and regular updates on employment-related topics will also be provided.

Services:

- Company hiring, discipline and firing practices and procedures,
- Job descriptions and proper classification of employees,
- Compensation systems, structures, and benchmarks,
- Employee Manual review,
- Sourcing and recruitment strategy,
- Documentation, employee information maintenance and documentation retention,
- Company benefits compliance audit, reconciliation, and benchmarking,
- Corporate communication and employee relations,
- Risk assessment and HR law compliance,
- Management/employee training and career development,
- Performance management,
- Performance improvement, discipline, and termination processes
- Succession planning

HR Audit Report: A final report on findings structured by describing Best Practices, what was reviewed in subject areas and Consultant's recommendations/suggestions with hourly estimates.

Fees:

- \$125 per hour
- Estimated Hours: 12-15 hours

For all Services, travel expenses are additional and shall be reimbursed upon presentation of supporting documentation or invoices.



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

Project

LIVE AND WEB-BASED TRAINING

Purpose:

To provide comprehensive trainings on various HR related topics, which may include sexual and other forms of prohibited harassment as required by New York State Labor Law. GTM offers programs in live (in person or via webinar) or interactive web-based formats as well as separate trainings for staff and employees with supervisory duties.

Services:

GTM offers two sexual and other forms of prohibited harassment prevention training programs – one program designed for employees with supervisory duties and one program designed for staff.

GTM can provide sexual harassment training for Client in compliance with Section 201-g of the Labor Law of the State of New York. The training will: (i) be interactive; (ii) include an explanation of sexual harassment consistent with guidance issued by the New York State Department of Labor in consultation with the New York State and New York City Division of Human Rights (where applicable); (iii) include examples of conduct that would constitute unlawful sexual harassment; (iv) include information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment; (v) include information concerning employees' rights of redress and all available forums for adjudicating complaints; and (vi) include information addressing conduct by supervisors and any additional responsibilities for the supervisors.

GTM can train all employees all at once or do it by shift or department. Clients have a choice of live presentations at Client location, live presentations via webinar, or our web-based, interactive programs. Live presentations include handouts and participant questionnaires. For web-based programs, Client is given unique login information and is directed to GTM HR URL. Employees may access trainings at any time from any web browser or mobile device. Web-based trainings include embedded questionnaire. Managers can see and print out who has completed tests, incompletes and scores. Client has unlimited access to the program for the length of the contract.

Fees:

Live and Web-Based Sexual and Other Forms of Harassment Training

- One-time setup fee: \$ waived
- # of Employees: 135
- Live onsite training for groups of 30, \$150 per hour

*Please allow up to 3 business days for account set-up.



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

MASTER HUMAN RESOURCE SERVICES AGREEMENT

This Agreement (the "Agreement") is applicable to the human resources services provided by **GTM Payroll Services Inc.** ("**GTM**") with its principal office at 9 Executive Park Drive, Clifton Park, NY 12065, to each client utilizing such services pursuant to these terms and conditions (the "**Client**").

WHEREAS, Client is an employer and is responsible for the administration of its employee policies and procedures which it offers to its employees in compliance with the requirements of federal, state, and local employment laws; and

WHEREAS, the Client has retained GTM to provide certain human resource services for the Client and GTM is willing to provide such services upon the terms and conditions set forth herein (the "Agreement").

1. **Services.** Subject to the terms and conditions incorporated herein by reference, posted at <https://gtm.com/business/hr-services-terms-and-conditions> the Client has contracted with GTM to provide certain human resource services which may include HR Consulting, HR Project Services, Live and Web Based Training Services, and Leave Administration Services. Particular services provided will be as requested by Client.

2. **Pricing** In the event of any change in pricing or payment terms, GTM shall provide the client with at least thirty (30) days prior notice.

3. **Independent Contractor.** Nothing contained in this Agreement shall create or be deemed to create the relationship of a joint venture, franchise, business opportunity, agent, partnership, employer, employee, or association among and between GTM and Client. It is expressly understood and agreed that the parties herein are independent contractors of the other for any and all purposes whatsoever.



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GTM PAYROLL SERVICES INC.

CLIENT: Town of Clifton Park

Signature: _____

Signature: _____

Name: Michael Maddalone

Name: Phil Barrett

Title: Sales Director

Title: Clifton Park Town Supervisor

Date: 11.29.22

Date: 11.29.22

Sales Consultant: _____

Address: Clifton Park Town Hall (1 Town Hall Plz, Clifton Park, Ny 12065)

Email: PBarrett@cliftonpark.org

Phone: 518-371-6651

Facsimile: _____

Resolution No. 118 of 2016, a resolution authorizing the Supervisor to execute a renewal contract with Public Sector HR Consultants for human resource needs.

Introduced by Councilman Whalen, who moved its adoption, seconded by Councilman Romano.

WHEREAS, by Resolution No. 131 of 2011, the Town Board authorized the retention of Public Sector HR Consultants LLC (PSHRC) to provide consulting services relative to human resources and benefit administration; and

WHEREAS, PSHRC provides cost effective services and expertise in areas of personnel management, employee recruitment and training, record keeping and benefits administration; and

WHEREAS, the PSHRC contracts have run on a twelve month basis, renewable in May of each year; and

WHEREAS, the Town Board wishes to annualize the contract to coincide with the fiscal year for budgeting purposes; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute the attached renewal contract with Public Sector HR Consultants commencing May 1, 2016 through December 31, 2016, at the rate of \$1,050 per month, to be paid from A-1220-15 (Supervisor-Other Contractual).

ROLL CALL VOTE

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

Noes: None

Absent: Councilwoman Standaert

DECLARED ADOPTED

May 2, 2016

Patricia O'Donnell, Town Clerk

Meg Springli

From: Mark Heggen
Sent: Tuesday, November 29, 2022 4:18 PM
To: Meg Springli
Cc: Jean, Spiegel; Tom McCarthy
Subject: RE: Resolution Request for TB Meeting: 12-05-2022 or Comptroller

Funds to come from A-01220-00015.

Mark

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

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

mheggen@cliftonpark.org

From: noreply <noreply@cliftonpark.org>
Sent: Tuesday, November 29, 2022 4:15 PM
To: Meg Springli <mspringli@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>; Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 12-05-2022 or Comptroller

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

*Supervisor authorized - Per Resolution #1 of 2022
Policy #9*

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

Department: Comptroller
Your email: tmccarthy@cliftonpark.org

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

Requested Meeting Date: 12-05-2022

Alternate Date

Brief Description: Consulting and Services Agreement with GTM HR and Payroll Services

Budget #: Heggenizing now
Budget Description:

\$ Amount: **\$125.00 per hour**

Additional Comments/Details:



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

MASTER HUMAN RESOURCE SERVICES AGREEMENT

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WHEREAS, Client is an employer and is responsible for the administration of its employee policies and procedures which it offers to its employees in compliance with the requirements of federal, state, and local employment laws; and

WHEREAS, the Client has retained GTM to provide certain human resource services for the Client and GTM is willing to provide such services upon the terms and conditions set forth herein (the "Agreement").

1. **Services.** Subject to the terms and conditions incorporated herein by reference, posted at <https://gtm.com/business/hr-services-terms-and-conditions> the Client has contracted with GTM to provide certain human resource services which may include HR Consulting, HR Project Services, Live and Web Based Training Services, and Leave Administration Services. Particular services provided will be as requested by Client.

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GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GTM PAYROLL SERVICES INC.

CLIENT: Town of Clifton Park

Signature: _____

Signature: _____

Name: Michael Maddalone

Name: Phil Barrett

Title: Sales Director

Title: Clifton Park Town Supervisor

Date: 11.29.22

Date: 11.29.22

Address: Clifton Park Town Hall (1 Town Hall Plz, Clifton Park, Ny 12065)

Sales Consultant: _____

Email: PBarrett@cliftonpark.org

Phone: 518-371-6651

Facsimile: _____



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

STATEMENT OF WORK Exhibit A

Project

HR PROJECT SERVICES – HR AUDIT

Purpose:

To provide readily accessible and comprehensive labor and employment law compliance guidance and best-in-class hiring and management practices. GTM offers recommendations and best practice advice to clients in handling complex HR issues, including, but not limited to, recruiting and interviewing, policy development and updates, performance management and employee discipline, terminations, leave management, and wage and hour compliance. Off-site HR Support and HR Project Services are delivered via telephone, email, fax, and mail. Periodic reminders, notices and regular updates on employment-related topics will also be provided.

Services:

- Company hiring, discipline and firing practices and procedures,
- Job descriptions and proper classification of employees,
- Compensation systems, structures, and benchmarks,
- Employee Manual review,
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- Documentation, employee information maintenance and documentation retention,
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- Risk assessment and HR law compliance,
- Management/employee training and career development,
- Performance management,
- Performance improvement, discipline, and termination processes
- Succession planning

HR Audit Report: A final report on findings structured by describing Best Practices, what was reviewed in subject areas and Consultant's recommendations/suggestions with hourly estimates.

Fees:

- \$125 per hour
- Estimated Hours: 12-15 hours

For all Services, travel expenses are additional and shall be reimbursed upon presentation of supporting documentation or invoices.



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

Project

LIVE AND WEB-BASED TRAINING

Purpose:

To provide comprehensive trainings on various HR related topics, which may include sexual and other forms of prohibited harassment as required by New York State Labor Law. GTM offers programs in live (in person or via webinar) or interactive web-based formats as well as separate trainings for staff and employees with supervisory duties.

Services:

GTM offers two sexual and other forms of prohibited harassment prevention training programs – one program designed for employees with supervisory duties and one program designed for staff.

GTM can provide sexual harassment training for Client in compliance with Section 201-g of the Labor Law of the State of New York. The training will: (i) be interactive; (ii) include an explanation of sexual harassment consistent with guidance issued by the New York State Department of Labor in consultation with the New York State and New York City Division of Human Rights (where applicable); (iii) include examples of conduct that would constitute unlawful sexual harassment; (iv) include information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment; (v) include information concerning employees' rights of redress and all available forums for adjudicating complaints; and (vi) include information addressing conduct by supervisors and any additional responsibilities for the supervisors.

GTM can train all employees all at once or do it by shift or department. Clients have a choice of live presentations at Client location, live presentations via webinar, or our web-based, interactive programs. Live presentations include handouts and participant questionnaires. For web-based programs, Client is given unique login information and is directed to GTM HR URL. Employees may access trainings at any time from any web browser or mobile device. Web-based trainings include embedded questionnaire. Managers can see and print out who has completed tests, incompletes and scores. Client has unlimited access to the program for the length of the contract.

Fees:

Live and Web-Based Sexual and Other Forms of Harassment Training

- One-time setup fee: \$ waived
- # of Employees: 135
- Live onsite training for groups of 30, \$150 per hour

*Please allow up to 3 business days for account set-up.



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

MASTER HUMAN RESOURCE SERVICES AGREEMENT

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WHEREAS, Client is an employer and is responsible for the administration of its employee policies and procedures which it offers to its employees in compliance with the requirements of federal, state, and local employment laws; and

WHEREAS, the Client has retained GTM to provide certain human resource services for the Client and GTM is willing to provide such services upon the terms and conditions set forth herein (the "Agreement").

1. **Services**. Subject to the terms and conditions incorporated herein by reference, posted at <https://gtm.com/business/hr-services-terms-and-conditions> the Client has contracted with GTM to provide certain human resource services which may include HR Consulting, HR Project Services, Live and Web Based Training Services, and Leave Administration Services. Particular services provided will be as requested by Client.

2. **Pricing** In the event of any change is in pricing or payment terms, GTM shall provide the client with at least thirty (30) days prior notice.

3. **Independent Contractor**. Nothing contained in this Agreement shall create or be deemed to create the relationship of a joint venture, franchise, business opportunity, agent, partnership, employer, employee, or association among and between GTM and Client. It is expressly understood and agreed that the parties herein are independent contractors of the other for any and all purposes whatsoever.



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GTM PAYROLL SERVICES INC.

CLIENT: Town of Clifton Park

Signature: _____

Signature: _____

Name: Michael Maddalone

Name: Phil Barrett

Title: Sales Director

Title: Clifton Park Town Supervisor

Date: 11.29.22

Date: 11.29.22

Address: Clifton Park Town Hall (1 Town Hall Plz, Clifton Park, Ny 12065)

Sales Consultant: _____

Email: PBarrett@cliftonpark.org

Phone: 518-371-6651

Facsimile: _____



GTM Payroll Services Inc.
9 Executive Park Drive
Clifton Park, NY 12065

STATEMENT OF WORK Exhibit A

Project

HR SUPPORT AND HR PROJECT SERVICES

Purpose:

To provide readily accessible and comprehensive labor and employment law compliance guidance and best-in-class hiring and management practices. GTM offers recommendations and best practice advice to clients in handling complex HR issues, including, but not limited to, recruiting and interviewing, policy development and updates, performance management and employee discipline, terminations, leave management, and wage and hour compliance. HR Support and HR Project Services are delivered on-site, via telephone, email, fax, and mail. Periodic reminders, notices and regular updates on employment-related topics will also be provided.

Services:

- Guidance on recruiting strategies, hiring procedures, and interviewing guidelines
- Review and development of policies and procedures and standard HR forms
- Employee Handbook review and updates
- Navigating employee performance management, corrective discipline, and employment terminations
- Drafting employee correspondence
- Wage and hour compliance, meal/break periods, overtime payments, and prohibited payroll deductions
- Employment of minors
- Wage benchmarking
- Required workplace postings and guidance on recordkeeping requirements
- Guidance on administration of benefits and leave laws, including the FMLA, ADA, Unemployment, Workers' Compensation, PFL and DBL
- Provision of HR metrics, analytics, and trends
- Payroll processing or backup
- Additional HR off-site support services to be based on Client needs

Fees:

- \$ 125.00 per hour
- Fixed fees as determined in writing on a per project basis

For all Services, travel expenses are additional and shall be reimbursed upon presentation of supporting documentation or invoices.

RESOLUTION

#5

Resolution No. _____ of 2022, a resolution authorizing the hiring of Darlene Allen as Deputy Comptroller, and Christine Kot as part-time Clerk for the Tax Collector's office.

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

WHEREAS, a vacancy exists for a deputy comptroller, and

WHEREAS, a vacancy also exists for a part-time Clerk for Tax Collections, and

WHEREAS, Mark Heggen, Comptroller, has recommended that Darlene Allen be hired to fill the position of Deputy Comptroller, and

WHEREAS, Rose Savallo, Receiver of Taxes and Assessments has recommended Christine Kot be hired to fill the position of a part-time Clerk for Tax Collections; now, therefore, be it

RESOLVED, that Darlene Allen be appointed as Deputy Comptroller at Grade 9, Step 7, to be, and that the Comptroller transfer funds from A-01315-E0551 (Deputy Comptroller – S. Drenchko) to A-01315-Exxxx (Deputy Comptroller – D. Allen), effective immediately, and be it further

RESOLVED, that Christine Kot be appointed as a part-time Clerk at Grade 4, Step 1, \$22.26 / hr. to be paid from A-1330-E4000 (Tax Collections – Clerk), effective immediately.

Meg Springli

From: noreply
Sent: Monday, November 28, 2022 3:13 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy
Subject: Resolution Request for TB Meeting: 12-05-2022 Comptroller

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

Department: **Comptroller**
Your email: **mheggen@cliftonpark.org**

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

Requested Meeting Date: **12-05-2022**

Brief Description: **Hire Darlene M Allen as Deputy Comptroller, Grade 9, Step 7 \$83,574 annual, effective immediately.**

Budget #: **Transfer funds from A-01315-E0551 to A-01315-Exxxx**

Budget Description:

\$ Amount: **based on start date**

Additional Comments/Details:

Will bring application &* resume' to you, (not in PDF)

not included in public documents

Meg Springli

From: noreply
Sent: Thursday, November 17, 2022 12:15 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy
Subject: Resolution Request for TB Meeting: 12-05-2022 Tax
Attachments: 63766bf3c94ed-Resolution request - Part Time Tax Col Helper 2023.pdf

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

Department: Tax
Your email: rsavallo@cliftonpark.org

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Standaert, D. Bull, etc.): Rose Savallo, Receiver of Taxes & Assessments

Requested Meeting Date: 12-05-2022

Brief Description: **Appointing of Christine Kot as a part-time clerk to help in the Tax Dept . She would be sharing the position with one of the other clerks so that there would always be 2 clerks available for the tax collection season.**

Budget #: A-1330-E4000
Budget Description: Tax Collector-Part-time Employee
\$ Amount: 0

Additional Comments/Details:

~~_____~~
~~_____~~
_____ will need to reduce his hours creating a need for an additional part-time clerk to cover that decrease in time. Rather than replace _____ this year this option allows for a smooth transition while maintaining the service to the residents that they have come to expect and deserve from my office.

pdf not included in public docs

Synopsis: Authorize the hiring of Christine Kot of 71 Stoney Creek Drive; Clifton Park, NY 12065 as a Part-Time Tax Collector Helper for the 2023 Property Tax Collection Season which would include but is not limited to the organizing and mailing of the 2023 property tax bills which should commence mid-December 2022 after receipt of the warrant and bills as well as the actual collection process. (Tax season is January 2nd thru March 31st 2023). Christine would start at Grade 4 Step 1 \$21.94. She would be sharing the position currently held by Jim Harding who needs for personal reasons to reduce his hours this season but would like to remain working.

Budget Impact: There is no impact on the 2022 and 2023 budget because Jim and Christine will share a position that has been budgeted at Jim's current grade and step and Christine will be hired at the same grade lower step resulting in a lower hourly wage and a savings.

Resolution Heading: Authorization for hiring a Part-Time Tax Collector Helper for the 2023 Property Tax Collection Season

RESOLUTION
6

Resolution No. of 2022, a resolution accepting an offer of dedication of Placid Pines Court and related utility/stormwater and trail easements, within the Duel Longkill subdivision.

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

WHEREAS, pursuant to New York State Highway Law 171, and Section 179-23 of the Town Code, the Town Board has the discretion to accept the dedication of roads and real property for public use, and

WHEREAS, pursuant to the approved plans for the Diamond Pointe Subdivision, 96 Longkill Road, LLC has offered to dedicate a parcel of land described as Placid Place Court, as shown on Schedule A, attached, attached, for highway purposes, and

WHEREAS, the description includes various easements for utility and drainage purposes, as well as a surface easement for Trail purposes, as shown on Schedules B and C, also attached,

WHEREAS, Prime Engineering has completed inspections and reports that all punch list items have been completed, now therefore, be it

RESOLVED, that the Town Board accepts the offer of dedication of Placid Pines Court as depicted on the approved Duel Longkill Subdivision Map, and as more particularly described in the relevant deed, as listed in the attached deed and descriptions, subject to the final approval of the Town Attorney of all real estate transfer documents, review of title and confirmation of the payment of appropriate taxes.

WARRANTY DEED

THIS INDENTURE, made the ___ day of _____, Two Thousand Twenty-Two.

BETWEEN

96 Longkill Road, LLC, a New York Limited Liability Company, organized and conducting business at 2307 Berkley Avenue, Schenectady, New York 12309,

Party of the first part, and

Town of Clifton Park, a municipal corporation, organized and formed under the laws of the State of New York with principal offices of One Town Hall Plaza, Clifton Park, New York 12065,

Party of the second part,

WITNESSETH, that the party 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 party of the second part, does hereby grant and release unto the party of the second part, their heirs or successors and assigns of the party of the second part forever,

Parcel Number 1:

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, County of Saratoga, State of New York, lying along the easterly line of Longkill Road, being designated as Placid Pines Court, as shown on a map entitled, "Subdivision Lands of Deuel Longkill Road", dated November 5, 2018, last revised July 16, 2019, prepared by Lansing Engineering and filed in the Saratoga County Clerk's Office as Map No. M2019203, being further bounded and described as follows:

Beginning at the point of intersection of the common division line between Lot 1 to the Northeast and Placid Pines Court to the Southwest with the easterly line of Longkill Road, as shown on said filed map, thence from said point of beginning along said southwesterly line of Lot 1 and the southerly, southeasterly, southwesterly, westerly, northwesterly and northerly lines of Lots 1, 2, 3, 4, 5, 6 and 7 and storm water retention lot the following eleven (11) courses: 1.) along a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet and a chord of South 37° 33' 10" East, 35.36 feet to a point, thence 2.) South 82° 33' 10" East 85.85 feet to a point, thence 3.) along a curve to the left having a radius of 220.00 feet, an arc length of 20.38 feet and a chord of South 85° 12' 30" East, 20.38 feet to a point, thence 4.) South 87° 51' 40" East, 14.07 feet to a point, thence 5.) along a curve to the left having a radius of 30.00 feet, an arc length of 28.88 feet and a chord of North 64° 33' 50" East, 27.77 feet to a point, thence 6.) along a curve to the right having a radius of 75.00 feet, an arc length of 380.00 feet and a chord of South 02° 08' 20" West, 85.71 feet to a point, thence, 7.) along a curve to the left having a radius of 30.00 feet, an arc length of 28.88 feet and a chord of North 60° 17' 10" West, 27.77 feet to a point, thence 8.) North 87° 51' 40" West, 14.07 feet to a

point, thence 9.) along a curve to the right having a radius of 280.00 feet, an arc length of 25.94 feet and a chord of North 85° 12' 30" West, 25.93 feet to a point, thence, 10.) North 82° 33' 10" West, 85.41 feet to a point, thence 11.) along a curve to the left having a radius of 25.00 feet, an arc length of 40.41 feet and a chord of South 51° 08' 40" West, 36.15 feet to a point in the easterly line of Longkill Road, thence along said easterly line the following two (2) courses: 1.) North 04° 50' 30" East, 10.28 feet to a point, thence 2.) North 07° 26' 50" East, 100.87 feet to the point of beginning and containing 37,716+/- square feet of land.

Parcel Number 2:

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, County of Saratoga, State of New York, lying along the easterly line of Longkill Road, being designated as Placid Pines Court, as shown on a map entitled, "Subdivision Lands of Deuel Longkill Road", dated November 5, 2018, last revised July 16, 2019, prepared by Lansing Engineering and filed in the Saratoga County Clerk's Office as Map No. M2019203, being further bounded and described as follows:

Commencing at the point of intersection of the common division line between Lot 1 to the Northeast and Placid Pines Court to the Southwest with the easterly line of Longkill Road, as shown on said filed map, thence from said point of commencement along said northeasterly and northerly line of Placid Pines Court the following two (2) courses: 1.) along the curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet and a chord of South 37° 33' 10" East, 35.36 feet to a point, thence 2.) South 82° 33' 10" East, 6.08 feet to the point of beginning, thence from said point of beginning through said Lot 1 the following three (3) courses: 1.) North 08° 44' 20" East, 31.71 feet to a point, thence 2.) South 81° 15' 40" East, 25.00 feet to a point, thence 3.) South 08° 44' 20" West 31.15 feet to a point in the northerly line of Placid Pines Court, thence along said northerly line North 82° 33' 10" West, 25.01 feet to the point of beginning.

Parcel Number 3:

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, County of Saratoga, State of New York, lying along the easterly line of Longkill Road, being designated as Placid Pines Court, as shown on a map entitled, "Subdivision Lands of Deuel Longkill Road", dated November 5, 2018, last revised July 16, 2019, prepared by Lansing Engineering and filed in the Saratoga County Clerk's Office as Map No. M2019203, being further bounded and described as follows:

Beginning at the point of intersection of the common division line between Lot 1 to the Northeast and Placid Pines Court to the Southwest with the easterly line of Longkill Road, as shown on said filed map, thence from said point of beginning along the easterly line of Longkill Road North 07° 26' 50" East, 179.24 feet to the point of intersection with the southerly line of lands of Home Owners Association as described by Instrument No. 2016031569, thence along said southerly line South 85° 19' 00" East, 15.02 feet to a point, thence through aforesaid Lot 1 South 07° 26' 50" West, 202.87 feet to a point in the northeasterly line of Placid Pines Court, thence along said northeasterly line along a curve to the right having a radius of 25.00 feet, an arc length of 28.98 feet and a chord of North 25° 45' 50" West, 27.39 feet to the point of beginning.

Parcel Number 4:

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate in the Town of Clifton Park, County of Saratoga, State of New York, lying along the easterly line of Longkill Road, being designated as Placid Pines Court, as shown on a map entitled, "Subdivision Lands of Deuel Longkill Road", dated November 5, 2018, last revised July 16, 2019, prepared by Lansing Engineering and filed in the Saratoga County Clerk's Office as Map No. M2019203, being further bounded and described as follows:

Beginning at the point of intersection of the common division line between Storm Water Retention Lot to the North and lands of Howson, as described in Book 1664 of Deeds at Page 652 to the south with the easterly line of Longkill Road, as shown on said filed map, thence from said point of beginning along said easterly line of Longkill Road North 04° 50' 30" East, 209.54 feet to a point of intersection with the southeasterly line of Placid Pines Court, thence along said southeasterly and southerly lines of Placid Pines Court the following two (2) courses: 1.) along a curve to the right having a radius of 25.00 feet, an arc length of 40.41 feet and a chord of North 51° 08' 40" East, 36.15 feet to a point, thence 2.) South 82° 33' 10" East, 51.54 feet to the point of intersection with the westerly line of Lot 7, thence along said westerly and southerly lines of Lot 7 the following two (2) courses: 1.) South 04° 50' 30" West, 210.74 feet to a point, thence 2.) South 85° 39' 00" East, 95.99 feet to a point in the westerly line of Lot 6, thence along said westerly line South 04° 21' 00" West, 20.77 feet to a point in the northerly line of aforesaid lands of Howson, thence along said northerly line North 85° 39' 00" West, 173.79 feet to the point of beginning and containing 19,980+/- square feet of land.

BEING a portion of the premises conveyed to 96 Longkill Road, LLC from William F. Deuel by deed dated November 1, 2018, and filed in the Saratoga County Clerk's Office on April 10, 2019, as Instrument Number 2019009677.

SUBJECT to any and all covenants, agreements, restrictions and/or conditions of record affecting said premises.

TOGETHER WITH the appurtenances and all the estate and rights of the party of the first part in and to said premises.

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

AND, the party of the first part covenants as follows:

FIRST, that the party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND, that the party of the second part shall quietly enjoy said premises;

THIRD, that the party of the first part will forever WARRANT the title to said premises;

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

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

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF

96 Longkill Road, LLC

L.S.

By: Joel Bisailon
Title: Sole Member

STATE OF NEW YORK)
COUNTY OF) SS.:

On this ____ day of _____, Two Thousand Twenty Two, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Bisailon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return:

**CERTIFICATE OF RESOLUTION
RESOLUTION OF MEMBERS/MANAGERS OF
96 Longkill Road, LLC**

The Undersigned, being the sole Member of *96 Longkill Road, LLC* (the "*LLC*"), hereby adopt the following resolution:

WHEREAS, the LLC is the owner of the property located at 96 Longkill Road, Clifton Park, New York 12065; and

WHEREAS, the LLC has developed a subdivision at said property; and

WHEREAS, the LLC desires to dedicate a portion of the property to the Town of Clifton Park for the road, storm water management and Trial easement; and

Now therefore, be it

RESOLVED, that the LLC is hereby authorized to execute the Deed and any other documents required to effectuate the transfer of the portion of the property to the Town of Clifton Park; and it is further

RESOLVED, that Joel Bisailon is hereby authorized and directed to execute the Deed and any other documents required to effectuate the transfer of the portion of the property from the LLC to the Town of Clifton Park, and the signature of either Joel Bisailon, as Sole Member of the LLC, acting on behalf of the LLC, will be sufficient to bind the LLC in connection herewith.

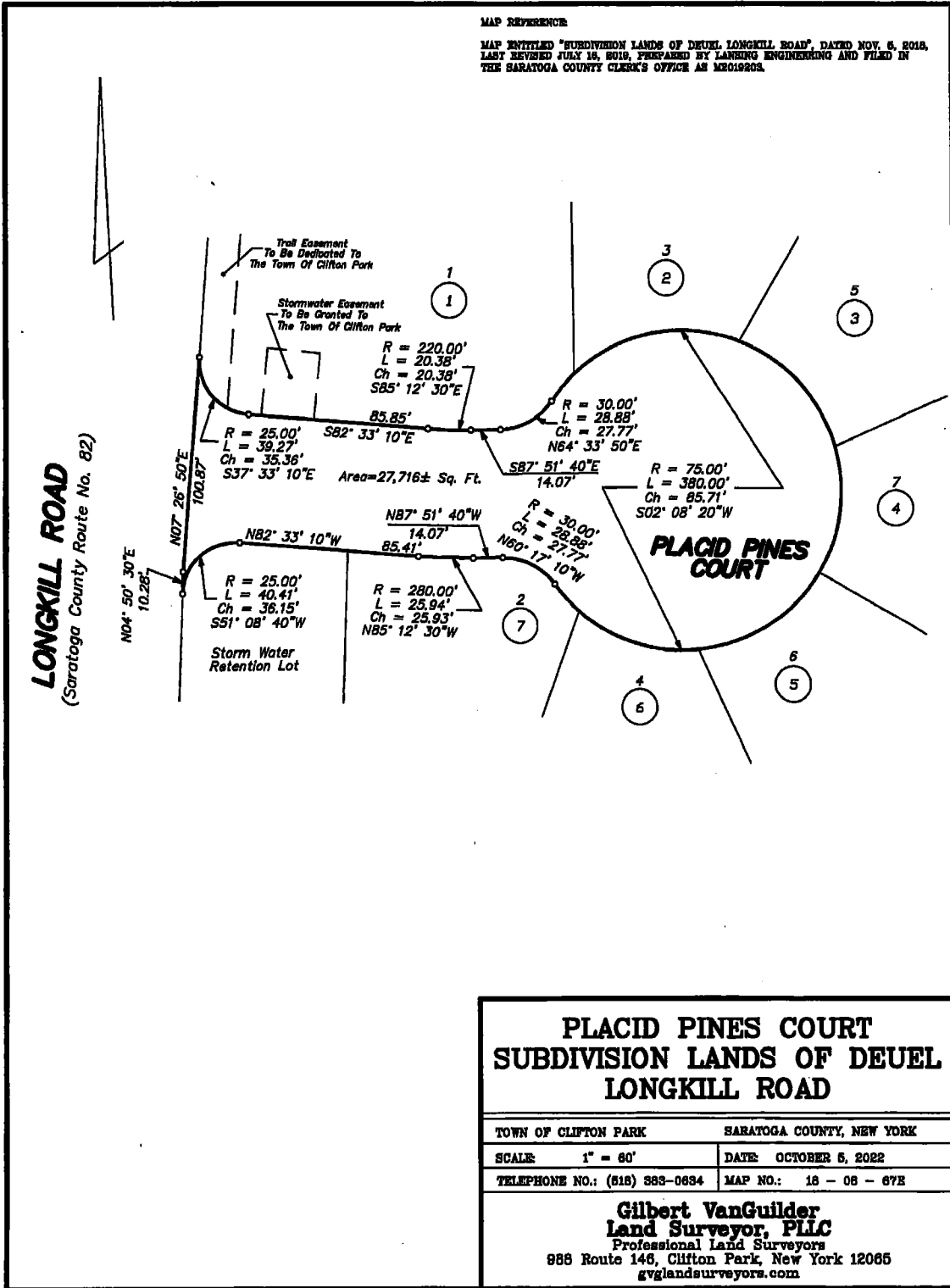
IN WITNESS WHEREOF, I have hereto subscribed my signature this ____ day of _____, 2022.

96 Longkill Road, LLC

By: _____
By: Joel Bisailon
Title: Sole Member

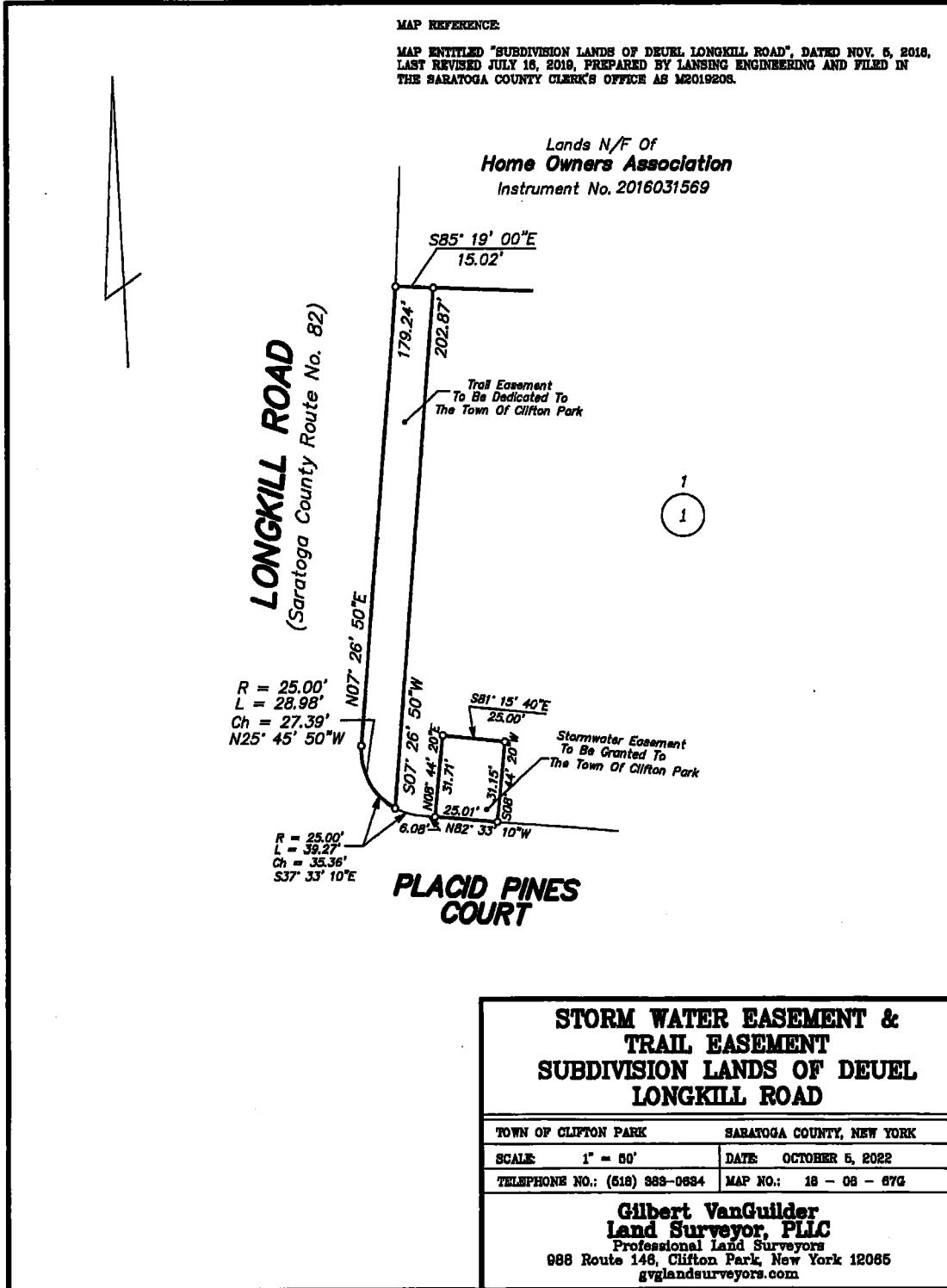
SCHEDULE A CONTD

Commitment No: 22-2577



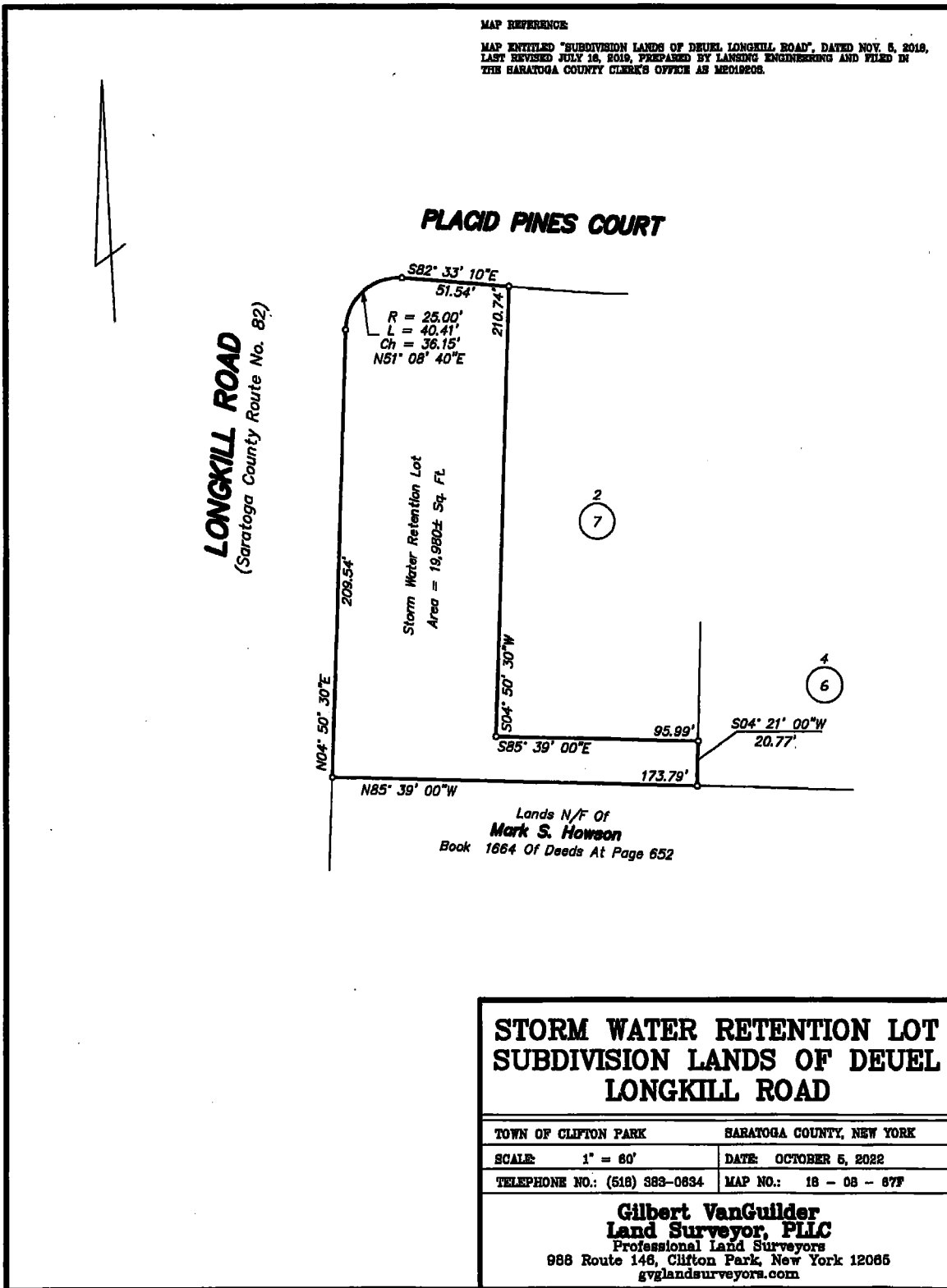
SCHEDULE A CONTD

Commitment No: 22-2577



SCHEDULE A CONTD

Commitment No: 22-2577



SCHEDULE A CONTD

Commitment No: 22-2577

MAP REFERENCE

RESOLUTION

#7

Resolution No. _____ of 2022, a resolution awarding the contract for yard waste pickup and composting.

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

WHEREAS, Prime AE Engineering prepared bid documents and published a Request for Proposals for the town's yard waste pickup and composting operations following expiration of the previous agreement with County Waste and Recycling, and

WHEREAS, bids were opened on November 9, 2022, and

WHEREAS, Twin Bridges submitted lowest responsive proposal, in an amount not to exceed \$175,000 annually for town-wide yard waste collections and transfer station compost operations, and

WHEREAS, Twin Bridges has demonstrated the capacity to provide effective town-wide pickup of leaves, grass, and other yard waste and compliance with the Town's Part 360 Permit for composting operations, and

WHEREAS, Prime AE Engineering recommends awarding the bid to Twin Bridges as lowest responsible bidder, for a five-year term, beginning on April 1, 2023 through November 30 of each year, renewable for an additional five years on mutual consent, per bid documents; now, therefore, be it

RESOLVED that the proposal of Twin Bridges for the Town of Clifton Park yard waste pickup and compost operations is accepted, with funds from the Unassigned Fund Balance to be transferred and then to be budgeted in successive years, and be it further

RESOLVED that the Supervisor is authorized to sign a five-year contract with Twin Bridges, for annual Christmas Tree collection each January, and yard waste collection and composting services from April 1, 2023 through November 30, 2027, renewable for an additional five years, on mutual consent, consistent with the RFP bid documents and proposal.

Meg Springli

From: noreply
Sent: Wednesday, November 30, 2022 1:09 PM
To: Meg Springli
Cc: Jean, Spiegel; Mark Heggen; Tom McCarthy
Subject: Resolution Request for TB Meeting: 12-05-2022 or Supervisor

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

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

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

Requested Meeting Date: **12-05-2022**

Alternate Date

Brief Description: **Award the contract for the Yard Waste RFP to Twin Bridges.**

Budget #: **TBD**
Budget Description: **TBD**
\$ Amount: **175000**

Additional Comments/Details:

TB

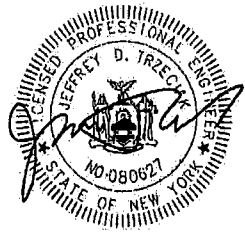
PROJECT MANUAL
for the
YARD WASTE PICKUP AND COMPOSTING OPERATIONS
TOWN OF CLIFTON PARK



Town Board

Philip C. Barrett
Lynda Walowit
Amy J.H. Standaert
Amy Flood
Anthony Morelli
Teresa Brobston

Supervisor
Council Member
Council Member
Council Member
Council Member
Town Clerk



Project No. GNYO2WD-22522
Bid Set: October 2022



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

Albany Office | 100 Great Oaks Blvd. | Suite 114 | Albany, New York 12203
Phone: 518 382 1774 | Fax: 518 382 1776
www.primeeng.com

**TOWN OF CLIFTON PARK
YARD WASTE PICKUP AND COMPOSTING OPERATIONS
004519
Noncollusion Affidavit**

Every bid or proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid each party thereto, certifies that:

such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

such bid is genuine and not collusive or sham;

said bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding;

said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract;

all statements contained in such bid are true;

and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown

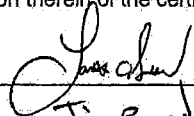
thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such persons or persons as have a partnership or other financial interest with said bidder in his general business.

No bid shall be considered for award, neither shall any award be made where above items have not been complied with.

If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the above items have not been complied with. The bid shall not be considered for award, neither shall any award be made, unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or the appointed designee, determines that such disclosure was not made for the purpose of restricting competition.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Signature :



Print Name:

Jim Beard

Title

C.O.O

Business Address of Bidder

1626 Route 9

Clifton Park NY 12065

Dated:

11/9/22

NONCOLLUSION AFFIDAVIT MUST BE INSERTED IN PROJECT MANUAL

**TOWN OF CLIFTON PARK
YARD WASTE PICKUP AND COMPOSTING OPERATIONS**

**00100
INFORMATION FOR BIDDERS**

The Town of Clifton Park is seeking proposals from qualified firms to provide the following services:

- A) Curbside collection and processing of all residential yard waste from residents of the Town of Clifton Park, for a period each year from April 1st to November 30th plus the collection of discarded Christmas trees, during the first two full weeks of January. Qualified firms shall provide all necessary labor, materials, and equipment to collect yard waste from residents in the Town of Clifton Park.
- B) Lease the Town of Clifton Park Compost Facility located adjacent to the Town of Clifton Park Transfer Facility on Vischer Ferry Road, for the purpose of producing marketable compost from the compost operations.

The Town will issue one contract for both of the above services to the lowest and most responsible bidder.

The Town of Clifton Park has a New York State Department of Environmental Conservation (NYSDEC) issued permit to operate a compost facility on lands adjacent to the Town's Solid Waste Transfer Station (See attached Exhibit 1). The Permit will expire in January 2025. All yard waste currently collected in the Town is processed through the Compost Facility. Materials collected include leaves, grass clippings, vegetables and flower yard waste, pruning's, and small brush. In 2021, approximately 22,000 cubic yards of yard waste that was collected from curbside pickup (by the Town's current contractor) and includes yard waste was received from residential drop-offs at the Compost Facility. In addition, the Town has established leaf districts in certain areas and is responsible for pickup in these areas. A copy of a map showing the existing leaf district areas can be provided upon request.

In 2021, 18,000 cubic yards of compost was produced at the existing Compost Facility. Clifton Park residents are allowed to obtain compost at the Facility at no charge in a separate storage area. In 2021, Clifton Park residents picked up about 2,000 cubic yards of compost.

The operator will be responsible for providing all labor, materials, and equipment required to operate the Compost Facility in accordance with the NYSDEC Part 360 Permit and the John M. McDonald Engineering, P.C. engineering report dated June 2008 and amended April 23, 2010, upon which the current Permit was issued. As per the permit requirements, the operator will be required to process (mix/grind and windrow) input yard waste within seven (7) business days of receipt at the site facility. The facility shall be in operation between the months of April 1st and November 30th dependent on weather conditions. Currently the operation includes two operators, one for the frontend loader and the other for the mixing/grinding machine. The contractor will be responsible to properly supervise the operations, properly maintain the site in neat order to prevent any odor from leaving the site. The contractor shall also be responsible for compliance with all Permit requirements, including testing as specified in the permit, and any modifications necessary as a result of NYSDEC inspections.

TOWN OF CLIFTON PARK YARD WASTE PICKUP AND COMPOSTING OPERATIONS

The current operation consists of the following four processing steps:

1. Process/Screening Area
2. Composting Area
3. Final Composting Curing Area
4. Product Distribution Area

The contractor will be responsible for the marketing and sale of all finished compost material. Revenues generated from the sale of the compost material shall be factored into the operational cost of this bid. Sales receipts received by the contractor shall be available for audit by the Town. The contractor shall also maintain a small pile of composted product in a designated area (50 cy), at no charge, for use by Town residents and Town staff.

The Contractor shall agree to the following conditions and terms listed below:

1. The Contractor and or its assigned affiliated company shall provide curbside collection of yard waste from residents of the Town of Clifton Park. The yearly schedule is from April 1st to November 30th plus Christmas tree collection, during the first two weeks of January.
2. The Contractor shall provide the services outlined herein at the bid price(s) listed in this RFP as an independent Contractor to the Town of Clifton Park.
3. The Contractor will provide notification of daily collection route schedules, acceptable and unacceptable materials to all Town residents through direct mail, local advertising, etc. The Town of Clifton Park shall provide mailing labels for the notification of Town homeowners.
4. The Contractor shall provide daily management and operation of the Composting Facility, and will assume the full cost and responsibility for employees, equipment, processing and distribution of any end product produced.
5. The Contractor will separate, grind, aerate, compost and screen all yard and green waste for the purpose of making topsoil, compost, wood chip mulch, etc. in accordance with the best compost management practices (refer to NYSDEC Compost Regulations).
6. The Contractor shall provide, free of charge, 2,000 cubic yards of compost of the same content ratios and quality as that for sale, annually for use by the Town of Clifton Park. The Town shall designate a location onsite for easy resident access, where they will be given the opportunity to pick up limited quantities for compost or mulch, at no charge, for their personal use. Any amount greater than the initial 2,000 cubic yards of compost will be billed to the Town at a rate of \$___ per cubic yard.
7. The Contractor can market and sell the finished compost product and shall retain the revenues, but they need to retain all revenue receipts and have copies made available to the Town of Clifton Park upon request.
8. The Contractor shall control the gate, booth, or office on Monday's when the Transfer Station is closed wherein commercial traffic are provided access to the Compost Facility. The Town of Clifton Park residents shall have free access to the Compost Facility and Transfer Station during normal operation hours.

**TOWN OF CLIFTON PARK
YARD WASTE PICKUP AND COMPOSTING OPERATIONS**

9. Hours of Operation:

- 7 AM to 5:30 PM Tuesday & Thursday.
- 7AM to 11 AM Wednesdays only.
- 8 AM to 4 PM Friday & Saturday.

10. The Town shall be responsible for "Permitting" of the composting facility, in accordance with the rules and regulations as established by the New York State Department of Environmental Conservation, Part 360-5 "Composting Facilities", and all charges, costs and fees associated with such permitting.
11. The Town will provide unlimited access to the area, including the necessary snow removal for access to the site.
12. The Contractor can subcontract out services related to the yard waste pickup and composting operations, but they need to submit a copy of the subcontractor agreement to the Town of Clifton Park.
13. The Contractor agrees to indemnify and save the Town, its officers, agents and employees harmless from any liability imposed upon the Town, its officers, agents and or employees arising from the negligence, active or passive, of the Contractor.

General Information

- The terms of the contract will be for a five-year period beginning April 1st of 2023 and ending November 30th 2027. The contract can be extended for an additional five-year period, subject to the mutual agreement of both parties. Bid prices shall be adjusted annually, beginning in 2024 based on the published CPI as determined by the Town.
- Only contractors that have all necessary equipment with demonstrated experience (at least 5 years) in the type of work specified herein shall be considered. Contractor's questionnaire included with this bid package must be completed.
- The contractor shall be responsible for the safety of his employees, and provide documentation that their firm and employees are trained in all safety procedures, and shall employ said procedures on all aspects of the operation when necessary.
- The selected contractor shall provide a Certificate of Liability Insurance in the maximum amount of \$2,000,000 naming the Town and Town employees as coinsured.
- The Contractor shall be able to obtain a Performance Bond in the amount of \$75,000 for the purpose of providing protection for the Town, in the event that the Contractor fails to perform the work according to the terms of the specifications and contract. The cost of said bond shall be included in this bid and shall be provided in a form acceptable to the Town Attorney.

**TOWN OF CLIFTON PARK
YARD WASTE PICKUP & COMPOSTING OPERATIONS**

00300

BID FORM

(to be returned with bid)

For: Town of Clifton Park
Yard Waste Pickup & Composting Operations

From: Twin Bridges Waste & Recycling

Date Bid Submitted: 11/9/2022

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents including Addenda.

BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract in the foregoing Notice to Bidders, within ten days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract and the certified check or bid bond accompanying this proposal shall be invoked as liquidated damages for such failure; otherwise it shall be returned to the undersigned.

BID FORM MUST BE INSERTED IN PROJECT MANUAL

**TOWN OF CLIFTON PARK
YARD WASTE PICKUP & COMPOSTING OPERATIONS**

THIS BID IS SET UP IN TWO COMPONENTS:

- A. CONTRACTOR BID FOR YARD WASTE PICKUP**
- B. THE CONTRACTOR WILL LEASE THE COMPOST FACILITY FROM THE TOWN**

A. Bid Price for Yard Waste Collection only

We the undersigned, hereby agree to provide curbside residential yard waste pickup to all residents in the Town of Clifton Park in accordance with these specifications (assume a 9-month duration beginning April 1st and ending November 30th plus the collection of discarded Christmas trees during the first two full weeks of January) for the following amount:

Total Component A. Bid Price, Written in Numbers:

\$175,000.00/yr / One Hundred Seventy five Thousand Dollars and ⁰⁰/100 Cents / Per Year
Contractor will be paid on a monthly basis by dividing the Total Bid Price by 9 months.

B. Lease Payment for Yard Waste Composting Facility Operations Only

We the undersigned, hereby agree to provide complete operation and maintenance of the Composting Facility in the Town of Clifton Park in accordance with these specifications and the latest NYSDEC Permit for the 2023 season (assume a 9-month duration beginning April 1st and ending November 30th) for the following amount:

Total Component B. Lease Payment, Written in Numbers:

N/A
(Recommended minimum annual lease payment to the Town is set at \$60,000).

C. Net Total Bid Price Component A. Minus Component B. (A-B) Written in Words:

N/A Dollars and Cents

Total Component A. minus Component B. (A-B) Bid Price, Written in Numbers:

\$175,000.00/per year One Hundred Seventy five Thousand Dollars and ⁰⁰/100 Cents /per year

Bidders are required to bid both components (A and B). Contractor will be paid on a monthly basis by dividing the Total Bid Price by 9 months. The contractor shall be responsible for the sales and off-site trucking of all finish composting material generated from the operation. That revenue shall be factored into the bid price entered above. The contractor shall also maintain a small pile of ground up waste in a designated area (50 cy), at no charge, for use by Town residents and Town staff.

**TOWN OF CLIFTON PARK
YARD WASTE PICKUP & COMPOSTING OPERATIONS**

A) Acknowledgment of Receipt of Addenda

Addenda #	Date	Contractor's Signature
_____	_____	_____
_____	_____	_____

B) Address/Telephone and Telefax Number for Communications Regarding Bid

Name: Twin Bridges Waste & Recycling Jim Beard

Address: 1606 Route 9 Clifton Park
NY 12065

Telephone: (518) 914-8442 ^{email} Telefax: jbeard@tbrocycling.com

C) Noncollusion Bidding Certification Signed (Section 004519) Yes _____ No

BID FORM MUST BE INSERTED IN PROJECT MANUAL

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Twin Bridges Waste of Recycling
BY: Jim Beard
TITLE: C.O.O
DATED: 11/9/22

NOTARY ATTEST: Bridget Cotugno
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 9 DAY OF November, 2022

NOTARY PUBLIC - STATE OF New York
MY COMMISSION EXPIRES: 12/30/2025

BRIDGET COTUGNO
Notary Public, State of New York
No. 01CO4990274
Qualified in Saratoga County
Commission Expires Dec. 30, 2025

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

CM

PROJECT MANUAL
for the
YARD WASTE PICKUP AND COMPOSTING OPERATIONS
TOWN OF CLIFTON PARK



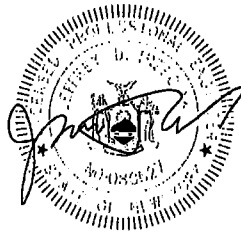
Town Board

Philip C. Barrett

Lynda Walowit
Amy J.H. Standaert
Amy Flood
Anthony Morelli
Teresa Brobston

Supervisor

Council Member
Council Member
Council Member
Council Member
Town Clerk



Project No. GNYO2WD-22522
Bid Set: October 2022



PRIME AE[®]
KB Group of NY, Inc. dba PRIME AE Group of NY

Albany Office | 100 Great Oaks Blvd, | Suite 114 | Albany, New York 12203
Phone: 518 382 1774 | Fax: 518 382 1776
www.primeeng.com

**TOWN OF CLIFTON PARK
YARD WASTE PICKUP & COMPOSTING OPERATIONS**

THIS BID IS SET UP IN TWO COMPONENTS:

- A. **CONTRACTOR BID FOR YARD WASTE PICKUP**
- B. **THE CONTRACTOR WILL LEASE THE COMPOST FACILITY FROM THE TOWN**

A. **Bid Price for Yard Waste Collection only**

We the undersigned, hereby agree to provide curbside residential yard waste pickup to all residents in the Town of Clifton Park in accordance with these specifications (assume a 9-month duration beginning April 1st and ending November 30th plus the collection of discarded Christmas trees during the first two full weeks of January) for the following amount:

Total Component A. Bid Price, Written in Numbers:

Six hundred, Fifty eight thousand dollars. (annual)
Contractor will be paid on a monthly basis by dividing the Total Bid Price by 9 months.

B. **Lease Payment for Yard Waste Composting Facility Operations Only**

We the undersigned, hereby agree to provide complete operation and maintenance of the Composting Facility in the Town of Clifton Park in accordance with these specifications and the latest NYSDEC Permit for the 2023 season (assume a 9-month duration beginning April 1st and ending November 30th) for the following amount:

Total Component B. Lease Payment, Written in Numbers:

Sixty thousand dollars (annual)
(Recommended minimum annual lease payment to the Town is set at \$60,000).

C. **Net Total Bid Price Component A. Minus Component B. (A-B) Written in Words:**

Five hundred ninety eight thousand dollars Dollars and .00 Cents

Total Component A. minus Component B. (A-B) Bid Price, Written in Numbers:

\$598,000.⁰⁰

Bidders are required to bid both components (A and B). Contractor will be paid on a monthly basis by dividing the Total Bid Price by 9 months. The contractor shall be responsible for the sales and off-site trucking of all finish composting material generated from the operation. That revenue shall be factored into the bid price entered above. The contractor shall also maintain a small pile of ground up waste in a designated area (50 cy), at no charge, for use by Town residents and Town staff.

RESOLUTION
8

Resolution No. _____ of 2022, a resolution proclaiming April 23-29, 2022 as Arbor Week.

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

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day, April 29, is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; now, therefore, be it

RESOLVED, that the Town Board urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and be it further

RESOLVED, the Town Board urges all residents to plant trees to gladden the heart and promote the well-being for future generations; and be it further

RESOLVED, the Town Board does hereby declare April 23-29, 2022, to be Arbor Week in the Town of Clifton Park to support efforts to protect our trees and woodlands.

Meg Springli

From: Phil Barrett
Sent: Thursday, December 1, 2022 8:16 AM
To: Meg Springli
Subject: Fwd: Need your help-URGENT

Hi Meg. Do you have this text to add to agenda?

Phil Barrett
Town Supervisor

Begin forwarded message:

From: Joanne Coons <j.coons359@gmail.com>
Date: December 1, 2022 at 5:59:35 AM EST
To: Phil Barrett <PBarrett@cliftonpark.org>
Cc: Diana Delker <diana.leis.delker@gmail.com>
Subject: Fwd: Need your help-URGENT

Good Morning Phil,

Timing is everything. I mentioned that the Tree Committee needs a proclamation done by the Town Board every year to keep its Arbor Day Tree City status and this was **not** done by our Town Board member liason as we thought it was. This is important to keep this status as this year DEC has a hefty grant the Tree Committee is applying for (this grant is not offered very often so it would be a shame to miss out) DEC has been supportive and has met and guided the committee through the grant application process. This is how this missing document was discovered. A lot of time, effort and work has gone into the application so far and it would be a shame to lose out.

The urgent request is to pass a resolution (see attached) on Monday, December 5th, proclaiming Clifton Park a Tree City. Meg supplied last year's proclamation which can be copied with a simple date change. (Arbor Week 2022 would be April 23-29, 2022) This would save the day if you could please pull this off.

Thank you for stepping up to the plate to help service the GREEN and Tree Committees.

Please contact myself or Diana if you have any questions.

THANK You!!


Sincerely, Joanne

Joanne Coons

(518)522-3173



-When there is a huge solar energy spill, it's just called "a nice day."

-Our energy solution comes up every day 

RESOLUTION
9

Resolution No. _____ of 2022, a resolution directing the Highway Superintendent to cooperate with the Town's outside auditors in an audit of the department's business practices relative to the issuance of street opening permits.

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

WHEREAS, Section 34 of the New York State Town Law authorizes the Office of the Town Comptroller to conduct audits of departments within the Town, and

WHEREAS, by engagement letter executed on September 2, 2022, the Town retained Cusack & Company to conduct an agreed upon practices audit of the business practices, fee structure, and cash control policies of the Highway Department's street opening permit practices, and

WHEREAS, the Highway Superintendent has not cooperated with the Town's auditors, and has cancelled all meetings scheduled for the purpose of initiating this audit; now, therefore be it

RESOLVED, that the Highway Superintendent is directed to fully cooperate with the Town's outside auditors in the conduct of the agreed upon practices audit.

CUSACK & COMPANY
Certified Public Accountants LLC
7 AIRPORT PARK BOULEVARD
LATHAM, NEW YORK 12110
(518) 786-3550
FAX (518) 786-1538
E-MAIL ADDRESS: CPAS@CUSACK.CPA
WWW.CUSACK.CPA

MEMBERS OF:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS OF:
NEW YORK STATE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

September 2, 2022

Mark Heggen, Town Comptroller
Town of Clifton Park, New York
One Town Hall Plaza
Clifton Park, NY 12065

Re: **Agreed-upon Procedures (AUP)**

Dear Mark:

This letter confirms our mutual understanding with respect to the engagement of Cusack & Company, CPA's LLC (hereinafter "firm", "we", or "us") by the Town of Clifton Park (hereinafter "client", "Town" or "you") to provide professional services in connection with the review and testing of the Town's Highway Department Process for Street Opening Permits as detailed in various email and telephone correspondence.

We will apply the agreed upon procedures which the Town has requested. This engagement is solely to assist the Town with a review of certain financial procedures and will be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Town. Consequently, we make no representation regarding the sufficiency of the procedures described either for the purpose for which the report has been requested or for any other purposes. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or we will not issue a report as a result of this engagement.

Our engagement is limited in scope and will be confined to our agreed-upon procedures. We have no obligation to perform any procedures beyond those listed above. We will not be conducting an audit or review of the financial statements of the Town, and therefore we will not express an opinion or any other form of assurance on them.

At the end of our engagement, we will submit a report listing the procedures performed and our findings. The report is intended solely for the use of the Town and should not be used by anyone else for any other purpose. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Accordingly, using this report for anything other than the original intent of the agreed-upon procedures could mislead the readers. You must notify us immediately if the original users of the report change.

The Town shall upon the receipt of written notice indemnify and hold the firm and its affiliates, and their partners, principals, and personnel, harmless against all costs, fees, expenses, damages, and liabilities (including legal defense costs) associated with any third-party claim arising from or relating to any misrepresentation to firm by the client or the withholding or concealment of information from the firm by the client. In addition, the client shall upon receipt of written notice indemnify and hold the firm and its affiliates, and their partners, principals and personnel, harmless against all punitive damages associated with any third-party claim arising from or relating to: (i) any services, work product, or deliverables from the firm that the client or its management uses or discloses to others; or (ii) this engagement generally. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including those arising from contract law, statutes, regulations, or any form of negligence of the client, whether arising out of tort, strict liability, or otherwise) and whether or not the firm was advised of the possibility of the damage or loss asserted. These terms shall also continue to apply after any termination of this agreement by either party and during any dispute between the parties.

With respect to any services, work product, or other deliverables hereunder, or this engagement generally, the firm's liability to the client shall in no event exceed the fees that it receives for the portion of the work giving rise to liability, nor shall the firm's liability include any special, consequential, incidental, or exemplary damages or loss, including any lost profits, savings, or business opportunity.

The limitation on liability provisions of this engagement letter will apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. The parties' agreements and undertakings contained in this engagement letter, such as those pertaining to the limitation on liability, will survive the completion or termination of this engagement. The parties agree that their rights and obligations hereunder will be construed and governed under the laws of New York.

Either party may terminate this engagement, with or without cause, by providing written notice to the other party. In the event of early termination for any reason, the client will be involved and agrees to remit payment for time and expenses incurred up to the end of the notice period together with reasonable time and expenses incurred to bring the engagement to a close in a prompt and orderly manner. Neither the client nor the firm shall have any liability to the other for any loss or consequential damage arising from early termination by either the client or the firm.

Prior to preparation and execution of this engagement letter, we discussed with you the fact that we provide clients with attest and accounting services, as well as services specifically focused on identifying and addressing weaknesses in internal controls (internal control review). After consideration of such services, you have informed us that you wish to retain us to perform only the agreed upon procedures services described in this letter.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, which may exist. However, we will inform you of any such matters that come to our attention. Further, our engagement is not designed to provide assurance on internal controls or to identify reportable conditions, that is, significant deficiencies or material weaknesses in the design or operation of internal control. Accordingly, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement, and our engagement cannot be relied upon to disclose the same. However, during the procedures, if we become aware of such reportable conditions, we will communicate them to you.

By your signature below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

All documentation for this engagement remains the property of firm and constitutes confidential information.

The party(ies) signing the engagement letter authorize and represent that they have the legal authority to bind the person(s) and/or entity(ies) listed on this contract. All parties to this agreement acknowledge and agree that facsimile, electronic and multi-party signatures used to execute this document will legally bind each party to the terms of this engagement.

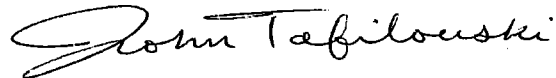
Our fee for these services will be at our standard hourly rates as agreed to by the Town and us based on the level of work needed, but not to exceed **\$8,500**. It is difficult to estimate with precision how much time this engagement will take and the related fees. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

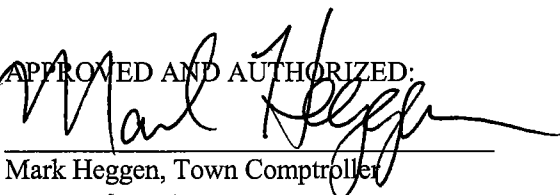
We are looking forward to working with you on this engagement.

Very truly yours,

CUSACK & COMPANY CPA'S, LLC



John J. Tafilowski, CPA
Engagement Partner

APPROVED AND AUTHORIZED:

Mark Heggen, Town Comptroller

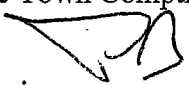
9/7/22
Date



Town of Clifton Park

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

To: Mark Heggen
Office of the Town Comptroller

From: Phil Barrett 
Town Supervisor

August 25, 2022

Mark,

It appears necessary to determine exactly what is happening with street opening permits at the Highway Department, how they are being handled, how they have been handled in the past 6 years, and whether changes need to be made to the existing fee structure and permit application and issuance policies.

Pursuant to NYS Town law Section 34, the Comptroller's office is authorized to conduct audits of Town Departments. I would like you to conduct an audit of the Highway Department's handling of street opening permit applications, with a special emphasis on the permit fees charged to the various entities who have need and authority to open Town owned streets and roads for the purposes of laying or repairing conduit, pipes, wires, fiber or other infrastructure.

Your report should include the following:

1. What is the Highway Department's normal procedure for the receipt, review and issuance of a Street opening permit or ROW permits? How are permit fees actually calculated, collected, and deposited? Are they calculated and collected consistently?
2. The Town Board adopted a local law a number of years ago which set a fee structure and other details (176-3 et seq.) Prior to the Greenlight Networks approvals and a resolution on their fee structure earlier this year, was the existing law followed? How is the fee structure implemented for Greenlight being administered in practice? For instance, we received a letter from Dahn Bull on April 13 of this year, addressed to Greenlight, asserting that the Board approvals for them was "well outside of our current practices". Please determine what those existing practices were, what they are now.
3. What has been the annual experience for the collection of street opening permit fees during the time period of your audit?
4. Does the Department treat applications from National Grid, Verizon or Spectrum Cable, differently from other communications companies such as First Light, Greenlight, or contractors working for builders or subdivisions, either in terms of turnaround for issuance of the permits or for calculation and collection of fees? Are certain entities "favored" while others are subjected to long delays or lack of communication? Have applicants been denied permits, or have applicants experienced

PHILIP C. BARRETT
Supervisor

LYNDA M. WALOWIT
Councilwoman

AMY J.H. STANDAERT
Councilwoman

ANTHONY F. MORELLI
Councilman

AMY G. FLOOD
Councilwoman

delays, lack of responsiveness, or lack of communication regarding what is necessary to obtain a permit?

5. For instance, last week, I received an email from Verizon expressing frustration that the company cannot obtain a response from that Department after repeated inquiries. The Verizon Representative advises that the company would like to build out their FIOS network in Clifton Park but have been denied the right to do so by the Highway Department. We have heard from residents for years of their interest in FIOS. Now that the company is interested in moving forward, they are prevented from doing so by inaction and non-responsiveness from the Highway Department? Please determine the status of the Verizon applications, the extent of any inquiries which have come in without response, and of any other pending applications or expressions of interest in placement of underground infrastructure within the Town.
6. The time frame for your report should be from November 2016 when the current Highway Superintendent was appointed, through the date of your report, which should be completed within 90 days.