


TOWN OF CLIFTON PARK TOWN BOARD MEETING

February 27, 2023

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**
 - **2023 Taste of Clifton Park Best Soup Contest Winner**
 - **7:05 pm Public Hearing on proposed local law to amend existing Real Estate tax exemption for volunteer firefighters and ambulance workers**
 - **7:07 pm Public Hearing on proposed local law to authorize Animal Control to seek restitution as penalty for animal control cases with damages to third parties and to recover any shelter fees paid by the Town for sick animals**
 - **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
February 27, 2023

| <u>SOURCE</u> | <u>RESOLUTION</u> | <u>CONTACT</u> |
|-------------------------|---|--------------------|
| 1. Legal/Assessor | Adopt local law amending existing Real estate tax exemption for volunteer firefighters and ambulance workers | T. McCarthy |
| 2. Legal/Animal Control | Adopt local law authorizing Animal Control to seek restitution in certain cases with damages to third parties | T. McCarthy |
| 3. Comptroller | Authorize amendments to 2023 Town Budget to increase Country Knolls Pool operating budget and to add budget account for Town Center Park operating expenses | P. Barrett |
| 4. Buildings & Grounds | Authorize amendment of VinMar Solutions contract to add fertilization of Town Center Park | P. Barrett |
| 5. Buildings & Grounds | Declare unused equipment as surplus inventory and authorize sale of surplus item through upcoming online public auction | P. Barrett |
| 6. Buildings & Grounds | Accept quotes for purchase and installation of ten (10) HID light ballasts for field #13 at the Clifton Common | P. Barrett |
| 7. Parks & Recreation | Authorize hiring of Larry Rorick as Adventure Challenge Facility Coordinator | A.Reid & L.Walowit |
| 8. Senior Center | Issue Alcohol permits to Anil Bisht and Lisa Stephenson for upcoming gatherings | P. Barrett |
| 9. Supervisor | Authorize the Supervisor to sign a contract with the Saratoga County Sheriff's Department for law enforcement services. | P. Barrett |
| 10. Supervisor | Authorize the Supervisor to sign an agreement with the California Transit Authority to perform at the 4 th of July celebration | P. Barrett |

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|--------------------|--|------------|
| 11. Supervisor | Authorize approval of contract with Prime AE Group for Transfer Station Hopper Improvements | P. Barrett |
| 12. Supervisor | Authorize the hiring of George Bradt as Part-time Dispatcher for the Senior Van Department | P. Barrett |
| 13. Highway | Authorize payment for two weeks rental of street sweeping services from Kingsbury sweeping for Spring 2023 | D. Bull |
| 14. Animal Control | Authorize the hiring of Jean Marks as a part-time Animal Control Officer | P. Barrett |

RESOLUTION
#1

Resolution No. _____ of 2023, a resolution adopting a local law amending chapter 182, Article VI, of the Town Code to provide for enhanced Real Property tax exemptions for enrolled members of Incorporated Volunteer Fire Companies, fire departments, and incorporated voluntary Ambulance Services, and their spouses within the Town

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

WHEREAS, Chapter 182, Article VI, provides for certain Real Property Exemptions for enrolled and certified members of Incorporated volunteer Fire Companies, fire departments, and incorporated voluntary Ambulance Services, and their spouses, and

WHEREAS, on February 27, 2023, the Town Board held a public hearing on a proposal to update Section 182-13 of this chapter by adding that these Fire and Ambulance Service volunteers are required to provide service within the town, reside in real property in the Town, and the proposed tax exemption shall be to the extent of 10% of the assessed value of such property for Town, Highway and Special District purposes, and

WHEREAS, this proposal also updates chapter 182, Article VI, section 182-14 regarding the Lifetime Exemption to add that the Assessor is authorized to grant a lifetime ten (10) percent exemption as authorized by the New York State Real Property Tax law to any enrolled Fire or Ambulance volunteer who accrues more than 20 years of active service, and their spouse, provided that the authority or authorities having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, provide written documentation of the duration of the qualified service pursuant to RPTL 466-a, now, therefore, be it

RESOLVED that Local Law No. _____ of 2023, a local law amending chapter 182, Article VI, sections 182-13 and 182-14 of the Town Code, as attached, is hereby adopted, effective immediately.

Article VI

Exemption for Volunteer Fire Fighters and Ambulance Workers

[Adopted 2-27-2006 by L.L. 3-2006]

§ 182-12 Legislative intent.

The Town Board recognizes the roles of the volunteer fire fighters and ambulance workers in securing the safety and well being of our communities. The Town Board hereby finds that it is in the [best] interests of the Town of Clifton Park to encourage volunteerism for said purposes. The New York State Legislature has amended the Real Property Tax Law, in § 466--a, to authorize counties and towns to permit enrolled volunteer fire fighters and volunteer ambulance workers to be eligible for a real property tax exemption. To that end, by providing the following exemption it is the intent to so encourage volunteerism for our various fire and ambulance companies.

§ 182-13 Exemption granted; amount; qualification for exemption.

- A. Real property owned by an individual who has been an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service which provides service in the Town of Clifton Park and who resides in real property in the Town of Clifton Park shall be exempt from taxation to the extent of 10% of the assessed value of such property for [county] Town, Highway and Special District tax purposes, [exclusive of special assessments; provided, however, that such exemption shall in no event exceed \$3,000 multiplied by the latest state equalization rate for the assessing unit in which such real property is located.]
- B. Such exemption shall not be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing in such county unless:
- (1) The applicant resides in the Town of Clifton Park;
 - (2) The property is the primary residence of the applicant;
 - (3) The property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this article; and
 - (4) The incorporated volunteer fire company or fire department or incorporated voluntary ambulance service has certified in writing, that the applicant has been an enrolled member of such incorporated voluntary fire company, or fire department, or incorporated voluntary ambulance service for at least five years and remains an active enrolled member.
- C. Application for such exemption shall be filed with the Assessor on or before the taxable status date on a form as prescribed by the State Board.
- D. No applicant who is a volunteer fire fighter or volunteer ambulance worker who, by reason of such status, is receiving any benefit under the provisions of this article on the effective

date of this article shall suffer any diminution of such benefit because of the provisions of this article.

E The Assessor may grant the exemptions to property owned and resided in by the individuals described in paragraph 182-13 A, above, and qualified surviving spouses residing in the property . .

§ 182-14 Lifetime exemption.

[Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than 20 years of active service, and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten-percent exemption as authorized by this article for the remainder of his or her life as long as his or her primary residence is located within Saratoga County, provided that the governing body of a city, village, town or county, after a public hearing, adopts a local law, ordinance or resolution providing therefor.]

§ 182-14 Lifetime exemption.

The assessor may grant a lifetime ten percent exemption as authorized by the New York State Real Property Tax law to any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than 20 years of active service, and their spouse, provided that the authority or authorities having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, provide written documentation of the duration of qualified service pursuant to RPTL 466-a.

Resolution 2

Resolution No. _____ of 2023, a resolution adopting a local law amending chapter 92 ,Article II of the Town Code and adding Article V to this chapter to authorize the Animal Control office to seek an order of restitution in certain animal control cases with damages to third parties.

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

WHEREAS, chapter 92, Article II, provides for penalties for violations of the chapter related to dogs, and

WHEREAS, on February 27, 2023, the Town Board held a public hearing on a proposal to update Article II of this chapter by requiring the owner of animals impounded under this section which require veterinary care and impounding expenses to be required to pay these expenses whether or not the owner chooses to redeem his or her dog, and

WHEREAS, this proposal also authorizes the Town to seek an order of restitution for damages or destruction of property, or for veterinary bills related to an injury or damage to pets or domestic animals as a result of a violation, and

WHEREAS, this proposal also adds Article V to the chapter to authorize the Animal Control Office to petition the Justice courts for an order of restitution upon pet owners for the costs of emergency veterinary care and shelter expenses incurred in cases where injured pets are seized, care for and sheltered by the Animal Control Officer under 1 NYC RR 77.2 et seq. of the Agriculture and Markets regulations, now, therefore , be it

RESOLVED that Local Law No. _____ of 2023, a local law amending chapter 92, Article II and adding Article V to the chapter of the Town Code, as attached, is hereby adopted, effective immediately.

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

Article I Licenses; Fees

[Adopted 12-20-2010 by L.L. No. 9-2010]

§ 92-1 Purpose.

The purpose of this article is to provide for the licensing and identification of dogs pursuant to Chapter 59 of the Laws of 2010 of the State of New York, effective January 1, 2011, as well as the continued control and protection of the dog population and of persons, property, domestic animals and deer from dog attack and damage.

§ 92-2 Dog license required; application.

- A. All dogs within the Town of Clifton Park, four months of age or older, unless otherwise exempted, shall be licensed. The owner of each dog required to be licensed shall obtain, complete and return to the Town Clerk a dog license application together with the license application fee, as well as any application license surcharges and such additional fees as may be established by the Town Board. Each license application fee shall be accompanied by proof that the dog has been vaccinated against rabies or a statement from a licensed veterinarian that such vaccination would endanger the dog's life, in which case the vaccination shall not be required in the discretion of the Town's Health Officer.
- B. The Saratoga County Animal Shelter, acting through its management personnel, is hereby authorized to provide, accept and grant an application for a dog license made by a resident of Clifton Park at the time of adoption of a dog from the Saratoga County Dog Shelter, provided that such application is made in accordance with this chapter and that the license fee, along with any additional fee and surcharge, shall be remitted to the Town Clerk of the Town of Clifton Park on or before the third day of the following month in which the license fee was received.

§ 92-3 Fees.

- A. The Town of Clifton Park hereby establishes the fee for a dog license issued pursuant to this chapter at \$2.50 for a spayed or neutered dog and \$8.50 for dogs not spayed or neutered. The fee for replacement dog tags shall be \$3.
- B. In addition to the license fee established by Subsection A above, each applicant for a dog license shall pay a surcharge of \$1 if the dog to be licensed is spayed or neutered and \$3 if the dog is not so altered.
- C. Excepted from payment of the license fees in Subsection A above are applications submitted for a dog license for any guide, service, war, working dogs, search or law enforcement purposes, and therapy dogs.
- D. The surcharge identified in Subsection A above shall be collected by the Town Clerk and submitted to the New York State Animal Population Control Fund, to the entity designated by the State of New York, pursuant to Agriculture and Markets Law § 107, as amended.
- E. All dog owners are required to notify the Town Clerk of a change in ownership of any dog over the age of four months, within the Town of Clifton Park, within 30 days of the change in ownership, and to apply for a current dog license if required by this chapter.
- F. The license tags issued by the Town Clerk shall contain the identification number issued by the Clerk. All dogs within the Town of Clifton Park must wear the license tags issued by the Clerk at all times, except that a dog participating in a dog show shall be exempt from the identification section of this article and of § 111 of the Agriculture and Markets Law during such participation.

Article II Leash Law

[Adopted 12-20-2010 by L.L. No. 9-2010]

§ 92-4 Purpose.

The Town of Clifton Park, New York, finds that the running at large and other uncontrolled behavior of dogs has caused physical harm to persons and damage to property and has created nuisances within the Town. The purpose of this article is to protect the health, safety and well-being of persons and property by imposing ~~restrictions and regulations upon the keeping or running at large of dogs and the seizure thereof within the~~ Town.

§ 92-5 Statutory authority.

This article is enacted pursuant to the provisions of Article 7 of the Agriculture and Markets Law, as amended, effective January 1, 2011, and the Municipal Home Rule Law of the State of New York.

§ 92-6 Title.

The title of this article shall be the "Dog Control Law of the Town of Clifton Park."

§ 92-7 Definitions.

As used in this article, the following terms shall have the meanings indicated:

AT LARGE

Any dog that is unleashed and on property open to the public or is on private property not owned or leased by the owner of the dog unless permission for such presence has been obtained. No dog shall be deemed to be "at large" if it is:

- A. Accompanied by and under the immediate supervision and direct leash control of the owner or other responsible person. All dogs shall be on a leash and kept under direct leash control, with leashes securely fastened to the dog and held by the owner or other responsible person and may be no longer than 25 feet.
- B. A police work dog in use for police work, or search and rescue dog engaged in search and rescue operations.
- C. Accompanied by its owner or other responsible person and is actively engaged in hunting on unposted land or on posted land with the permission of the owner of the land.
- D. Within the boundaries of the Mary Jane Row Dog Park and accompanied by the owner or other responsible person. Persons using the Mary Jane Row Dog Park are required to abide by the rules and regulations which shall be promulgated and may be amended from time to time by the Town Board. Copies of the posted rules and regulations shall be also available from the office of the Town Clerk.
- E. Within the boundaries of Kinns Road Park and accompanied by the owner or other responsible person. Persons using the Kinns Road Park are required to abide by the rules and regulations which shall be promulgated and may be amended from time to time by the Town Board. Copies of the rules and regulations shall be available from the office of the Town Clerk.

HARBOR

To provide food or shelter to any dog.

OWNER

Any person who harbors or keeps any dog. In the event that any dog found in violation of this article

shall be owned by a person under 18 years of age, the owner shall be deemed to be the parent or guardian of such person (or the head of the household in which said person resides).

§ 92-8 Prohibitions.

Notwithstanding any other provision of local law, it shall be unlawful for any owner of any dog, or person responsible for such dog, to permit or allow such dog, in the Town of Clifton Park, to:

- A. Be at large.
- ~~B. Engage in habitual loud howling or barking so as to habitually annoy any person. Barking at an intrusion or a disturbance shall not constitute a violation of this article. For purposes of this Subsection B, "habitual" shall be defined as occurring continuously for a period of 15 minutes or longer.~~
- C. Cause damage or destruction to property or commit a nuisance by habitually defecating or urinating or scavenging through refuse upon the premises of a person other than the owner of such dog, unless the owner of said premises has given permission therefor.
- D. Commit an overt act which causes a person who is peaceably conducting himself in any place where he may lawfully be to be placed in reasonable apprehension of bodily harm, together with apparent ability in a dog to inflict such harm.

§ 92-9 Enforcement.

This article shall be enforced by any animal control officer, security officer, peace officer, when acting pursuant to his special duties, or police officer in the employ of or under contract to the Town of Clifton Park. Notwithstanding any provision to the contrary in any other chapter of the Code of the Town of Clifton Park, this authority shall extend to the entirety of the Town of Clifton Park, including all the parks and preserves located within the Town.

§ 92-10 Seizure.

The Town of Clifton Park participates in the shelter and impoundment services provided by the Saratoga County Animal Shelter. A dog may be seized, pursuant to the provisions in § 117, as amended, of the Agriculture and Markets Law, only if such dog is at large or unlicensed.

§ 92-11 Impoundment.

Every dog seized shall be properly cared for, sheltered, fed and watered pursuant to § 117, as amended, of the Agriculture and Markets Law for a redemption period of not less than seven days.

§ 92-12 Redemption; adoption; euthanization.

- A. Seized dogs may be redeemed by producing proof of licensing and identification pursuant to the provisions of Article 7 of the Agriculture and Markets Law and by paying the impoundment fees set forth in § 118 of said article.
- B. If the owner of any unredeemed dog is known, such owner shall be required to pay the impoundment fees set forth in Subsection A of this section whether or not such owner chooses to redeem his or her dog.
- C. Any dog unredeemed at the expiration of the appropriate redemption period shall be made available for adoption or euthanized pursuant to the provisions of § 117, as amended, of the Agriculture and Markets Law.
- D. If the owner of animals impounded under this section, and pursuant to Article 7 of the Agriculture and Markets Law, which are injured or sick and which required veterinary care and impounding expenses shall be required to pay the veterinary and impounding expenses whether or not such owner chooses to

redeem his or her dog.

§ 92-13 Complaint; filing and specifications.

- (a) Any person who observes a dog in violation of this article may file a complaint under oath or an affirmation with a Justice of the Town of Clifton Park or with an animal control officer, security officer, peace officer, when acting pursuant to his special duties, or police officer in the employ of or under contract to the Town of Clifton Park, specifying the nature of the violation, the date and time thereof, a complete description of the dog, including, for example, the breed, the approximate size, color, markings and distinguishing characteristics, and the name and residence, if known, of the owner of the dog. ~~Such complaint may serve as the basis for enforcing the provisions of this article.~~

§ 92-13 (b) The Animal Control office is authorized to Petition any court of competent jurisdiction for an order requiring the payment of veterinary or impoundment expenses in cases where animals are seized or impounded as a result of accident, injury, or illness under 1 NYCRR Section 77.2 et seq.

§ 92-14 Appearance ticket.

- A. Any animal control officer, security officer, peace officer, when acting pursuant to his special duties, or police officer in the employ of or under contract to the Town of Clifton Park observing a violation of this article in his presence or receiving a complaint pursuant to § 92-13 of this article, shall issue and serve an appearance ticket for such violation.
- B. Appearance tickets issued under this chapter may be resolved by written plea agreement lodged with the court, subject to judicial approval, for individuals represented and unrepresented by counsel. Electronic signatures, scanned or photocopied signatures on plea agreement forms shall be presumptively reliable. The Town Animal Control Officer is authorized to execute plea agreements for the resolution of appearance tickets issued under this chapter. [Added 9-8-2020 by L.L. No. 6-2020]

§ 92-15 Penalties for offenses.

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

Any person convicted of a violation of any of the provisions of Article II or III of this chapter shall be guilty of a violation and shall be subject to the following:

- A. For a first offense, a civil penalty not to exceed \$100.
- B. For a second offense committed within a period of one year, a civil penalty not less than \$100 nor more than \$250.
- C. For a third or subsequent offense committed within a period of one year, a civil penalty not less than \$200 nor more than \$500.
- D. Notwithstanding any other penalty imposed by a Justice of the Town Court under this section, a dog owner or responsible person shall be prohibited from being present in either the Mary Jane Row Dog Park or the Kinns Road Park with any unleashed dog, for a period of one year, after being convicted of a violation under this chapter three or more times, as a result of three or more transactions within a consecutive twelve-month period. For purposes of this Subsection D, a "transaction" is defined as an event during which one or more appearance tickets are issued by an authorized Town enforcement officer.
- E. In addition to the penalties authorized by this section, the Town may seek, and a court of competent jurisdiction may impose, an order of restitution under this chapter for damages or destruction of property, or for veterinary bills directly related to an injury or damage to pets or domestic animals as a result of a violations of this chapter.

Article III
Removal of Wastes

[Adopted 8-17-1992 by Ord. No. 2-1992]

§ 92-16 **Purpose.**

The Town of Clifton Park, New York, hereby recognizes the need and benefit to its citizens in enhancing and maintaining the cleanliness and beauty of property owned and/or maintained by the Town of Clifton Park, as well as private property owned by its residents. The purpose of this article is to enact and enforce certain regulations concerning the activities of dogs within the Town as those activities relate to the maintenance of clean and sanitary property.

§ 92-17 **Prohibitions.**

- A. Any person who owns or is in charge of any dog which defecates on property owned and/or maintained by the Town of Clifton Park shall immediately remove said waste product and dispose of it in a sealed, nonabsorbent, leakproof container. The waste material shall be disposed of by said person in a container used for the disposal of refuse.
- B. This article shall also apply to private property in the Town of Clifton Park, unless the owner of said property gives his or her permission for the deposit of said waste on his or her property.
- C. This section shall not apply to a blind person with a guide dog or otherwise disabled persons with dogs trained to assist them, nor to service dogs.

Article IV
Mary Jane Row Dog Park; Kinns Road Park

[Adopted 9-4-2001 by L.L. No. 11-2001]

§ 92-18 **Permit required.**

[Amended 9-15-2008 by L.L. No. 6-2008]

- A. Anyone wishing to utilize the Mary Jane Row Dog Park may do so only after acquiring a permit from the Town Clerk's office. Users are required to abide by the rules and regulations associated with such a permit and issued by the Town Board from time to time. Fees charged for such permit shall be pursuant to a schedule approved by the Town Board from time to time. Fee schedules and copies of the rules and regulations shall be available from the office of the Town Clerk.
- B. Anyone wishing to utilize Kinns Road Park for the purpose of walking or exercising dogs off-leash may do so only after acquiring a permit from the Town Clerk's office. All users are required to abide by the rules and regulations associated with such a permit and issued by the Town Board from time to time, as well as any and all rules posted in Kinns Road Park. Fees charged for such permit shall be pursuant to a schedule approved by the Town Board from time to time. Fee schedules and copies of the rules and regulations shall be available from the office of the Town Clerk.
- C. All dogs at Kinns Road Park must be accompanied by and under the immediate supervision of the owner or other responsible person.
- D. Permits issued pursuant to this section shall be valid in both parks.

§ 92-19 **Enforcement.**

A violation of this article shall be cited and enforced as otherwise provided in this Chapter 92 of the Town Code.

§ 92-20 Penalties for offenses.

[Amended 9-15-2008 by L.L. No. 6-2008; 12-20-2010 by L.L. No. 9-2010]

A person convicted of violating this article shall be deemed to have committed a violation and shall be subject to the penalties provided for in § 92-15.

Article V

Injured Animals

§92-21. In cases of Injured animals and pets seized under New York State Agriculture and Markets Rules and Regulations, 1 NYCRR Section 77.2 et seq. which required care and veterinary medicine due to injury or illness, the Animal Control Officer is authorized to seek restitution in an amount up to actual expenses incurred for such care at the Saratoga County Animal Shelter [OR WHEREVER...?]

Resolution 3

Resolution No. _____ of 2023, a resolution to adopt amendments to the 2023 Budget for the Town of Clifton Park to increase the Country Knolls Pool operating budget and to add a budget account for Town Center Park operating expenses

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

WHEREAS, the comptroller has recommended the creation of a new budget for the Country Knolls Pool as a result of the transferring of operational responsibility for the pool contained in Resolution 249 of 2022, with an annual Budget of \$171,957, and

WHEREAS, the comptroller has also recommended a Budget amendment to add a new budget account A-07250 for Town Center Park operating expenses, to be funded with a transfer of \$23,000 from Unassigned Fund balance, and

WHEREAS, a budget account for Town Center Park was not included in the original 2023 Budget as the Town Center Park was not completed at that time, and

WHEREAS, the Town Center Park is now complete and submitting expenses to the Town; now, therefore, be it

RESOLVED, that the Comptroller is authorized to amend the 2023 Town of Clifton Park Budget to increase the operating budget for the Country Knolls pool, account A-07151, and to add a budget account for operating expenses for Town Center Park, account A-07250.

Resolution No. 249 of 2022, a resolution transferring the maintenance and operation costs of the Burning Bush/Country Knolls Pool facility (hereinafter Country Knolls Pool) from the Longkill I Park District to the General Fund.

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

WHEREAS, by Resolution No. 10 of 1998, the Town Board, "sitting as Commissioners of the Longkill I Park District", authorized the Supervisor to sign a purchase and sale contract for the acquisition of the swimming pool constructed by Country Club Acres, the developer of the Country Knolls subdivision, and operated at that time, in conjunction with the Country Knolls Civic Association, as an amenity to residents residing within the neighborhood, in the amount of \$25,000 and

WHEREAS, the Country Knolls Pool now has expanded its membership base to serve residents throughout the Town on an annual membership fee basis, in the same manner as the Town operated swimming pools at Locust Lane and Barney Road, and all three facilities are popular with residents and families throughout the Town during summer months, and

WHEREAS, while Country Knolls Pool and related real estate, is currently deeded to the Town of Clifton Park, the maintenance and operational expenses for the pool have been paid through membership fees collected and allocated to the Longkill I Park District, and

WHEREAS, by Resolution No. 153 of 2022, the Town Board authorized a contract with Patterson-Stevens Inc. to replace the pools liner, for an amount up to \$363,000 after competitive bidding, and

WHEREAS, the Longkill I Park District has requested that the Town assume responsibilities for the maintenance and operation of the pool, in order to more equitably share the cost of the maintenance and repair of the pool among all users throughout the Town, and all membership fee revenue now be available to the Town to offset the costs of maintenance, operation and repair, and

WHEREAS, the Town seeks to integrate the membership fee base of all three pools, in order to benefit from the economy of scale as well as, to provide an enhanced ability for residents and families to enjoy the benefits of all three pools interchangeably; now, therefore, be it

RESOLVED, that the operational responsibility of the Country Knolls Pool is transferred from the Longkill I Park District to the Town of Clifton Park for further administration, operation and maintenance; and be it further

RESOLVED, that the Town Board recognizes that the Country Knolls Pool is located in a neighborhood in close proximity to residential housing, and will endeavor to continue to operate the Country Knolls Pool on an annual membership fee basis, and will continue to consult with Park District and neighborhood representatives prior to implementing any significant changes in membership and/or operating procedures, so as to minimize adverse impact to the surrounding neighborhood.

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

October 3, 2022

Teresa Brobston, Town Clerk

**TOWN OF CLIFTON PARK
2023 BUDGET**

Pool Operated by Longkill I Park District

Pool Operated by General Fund

COUNTRY KNOLLS POOL

| ACCOUNT NAME | ACCOUNT NUMBER | ACTUAL 2020 | ACTUAL 2021 | ADOPTED 2022 | PROJECTED 2022 | TENTATIVE 2023 | PRELIM 2023 | ADOPTED 2023 |
|----------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--------------|
| COUNTRY KNOLLS POOL | | | | | | | | |
| TRAVEL & CONF | A-7151-001 | 0 | 1,025 | 1,000 | 1,058 | 0 | 1,000 | 0 |
| TELEPHONE | A-7151-002 | 274 | 515 | 400 | 425 | 0 | 500 | 0 |
| COMPUTER | A-7151-004 | 1,495 | 3,549 | 3,000 | 3,000 | 0 | 2,500 | 0 |
| UTILITIES - POOL | A-7151-005 | 3,781 | 5,351 | 6,000 | 5,200 | 0 | 6,000 | 0 |
| WATER | A-7151-011 | 1,133 | 915 | 1,000 | 1,100 | 0 | 1,200 | 0 |
| MAINTENANCE | A-7151-024 | 0 | 0 | 500 | 300 | 0 | 500 | 0 |
| POOL SUPPLIES | A-7151-045 | 12,120 | 12,882 | 17,000 | 17,600 | 0 | 18,000 | 0 |
| ENGINEERING | A-7151-135 | 800 | 14,700 | 3,000 | 3,000 | 0 | 2,000 | 0 |
| EQUIPMENT - POOLS | A-7151-200 | 63,186 | 90,261 | 17,082 | 10,029 | 0 | 10,000 | 0 |
| POOL DIRECTOR | A-7151-E4600 | 13,644 | 11,666 | 9,500 | 9,200 | 0 | 14,000 | 0 |
| POOL MANAGER | A-7151-E4680 | 9,116 | 15,495 | 15,000 | 17,800 | 0 | 17,000 | 0 |
| GUARDS | A-7151-E4690 | 43,562 | 74,540 | 80,000 | 92,600 | 0 | 90,000 | 0 |
| SOCIAL SECURITY | A-9030-101 | 4,112 | 6,405 | 6,479 | 7,415 | 0 | 7,502 | 0 |
| MEDICARE | A-9035-102 | 962 | 1,498 | 1,515 | 1,734 | 0 | 1,755 | 0 |
| POOL EXPENDITURES | | 154,185 | 238,802 | 161,476 | 170,461 | 0 | 171,957 | 0 |

**TOWN OF CLIFTON PARK
2023 BUDGET**

Pool Operated by Longkill I Park District

Pool Operated by General Fund

COUNTRY KNOLLS POOL

| ACCOUNT NAME | ACCOUNT NUMBER | ACTUAL 2020 | ACTUAL 2021 | ADOPTED 2022 | PROJECTED 2022 | TENTATIVE 2023 | PRELIM 2023 | ADOPTED 2023 |
|-------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--------------|
| REVENUES | | | | | | | | |
| Unassigned Fund Balance | A-00960 | 96,457 | 51,730 | 0 | 0 | 0 | 21,457 | 0 |
| MEMBERSHIPS | A-02090 | 26,026 | 118,655 | 130,000 | 129,594 | 0 | 135,000 | 0 |
| DAILY FEES | A-02091 | 0 | 7,135 | 5,000 | 9,988 | 0 | 8,500 | 0 |
| RENTALS | A-02092 | 0 | 3,357 | 6,000 | 3,610 | 0 | 7,000 | 0 |
| TOTAL REVENUES | | 122,483 | 180,877 | 141,000 | 143,192 | 0 | 171,957 | 0 |

TOWN OF CLIFTON PARK

2023 BUDGET

DEPARTMENT: PARKS

B1

| ACCOUNT NUMBER | ACCOUNT NAME | ACTUAL 2020 | ACTUAL 2021 | ADOPTED 2022 | PROJECTED 2022 | TENTATIVE 2023 | PRELIM 2023 | ADOPTED 2023 |
|----------------|--------------|-------------|-------------|--------------|----------------|----------------|-------------|--------------|
|----------------|--------------|-------------|-------------|--------------|----------------|----------------|-------------|--------------|

| Town Center Park | | | | | | | | |
|--------------------------|----------------------|----------|----------|----------|----------|----------|---------------|----------|
| A-07250-200 | EQUIPMENT/BLDG | | | | | | 5,000 | |
| TOTAL EQUIPMENT | | 0 | 0 | 0 | 0 | 0 | 5,000 | 0 |
| A-07250-002 | Wireless Controllers | | | | | | 500 | |
| A-7250-004 | Computer | | | | | | 0 | |
| A-7250-005 | UTILITIES | | | | | | 1,000 | |
| A-7250-011 | WATER | | | | | | 1,000 | |
| A-7250-013 | REFUSE REMOVAL | | | | | | 500 | |
| A-7250-024 | REP & MNTCE | | | | | | 15,000 | |
| TOTAL CONTRACTUAL | | 0 | 0 | 0 | 0 | 0 | 18,000 | 0 |
| TOTAL | | 0 | 0 | 0 | 0 | 0 | 23,000 | 0 |

Revenues

| | | | | | | | | |
|---------|---------------------|--|--|--|--|--|--------|--|
| A-00960 | Unassigned Fund Bal | | | | | | 23,000 | |
|---------|---------------------|--|--|--|--|--|--------|--|

Resolution 4

Resolution No. _____ of 2023, a resolution amending the contract with VinMar Solutions for lawn care services for town wide parks and various park districts to add fertilizing of the Town Center Park.

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

WHEREAS, by resolution 30 of 2018, the Town Board authorized a multi-year fertilization contract with VinMar Solutions for several Town Park and Park district facilities, and

WHEREAS, VinMar Solutions has provided a quote in the amount of \$6,300 to provide fertilization and pest control services for the Town Center Park through an amendment to the existing contract, which expires December 31,2023; now, therefore, be it

RESOLVED that the Town Board hereby authorizes Mr. Clemens to accept the Town Center Park proposal from VinMar Solutions for fertilization services for a cost not to exceed \$6,300 for the term of April 2, 2023 through September 16, 2023 and be it further

RESOLVED that the Town Center Park fertilization services are to be paid from account A-7520-24 (General Fund-Town Center Park- Maintenance)

Resolution No. 30 of 2018, a resolution awarding the bid for lawn care services for town wide parks and various park districts.

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

WHEREAS, sealed bids were received and opened on November 27, 2017 for lawn care services for various areas throughout the town, and

WHEREAS, VinMar Solutions was the sole bidder for lawn care services, and

WHEREAS, the Town Board, acting as Commissioners of the park districts, accepts the bid of VinMar Solutions for the park districts per the attached Schedule A; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes Daniel Clemens, Buildings & Grounds Supervisor, to accept the bid of VinMar Solutions for lawn care services for the various park districts and town wide parks, total cost not to exceed \$28,031 annually, for a term of 6 years through 12/31/2023; and be it further

RESOLVED, that the 2018 contract amounts are to be paid from the following accounts as budgeted:

| | | | |
|---|---------------|--|---------------|
| Clifton Common A7112-24 | \$8860 | Town Hall A1620-24 | \$375 |
| Veterans Park A7024-24 | \$1220 | Parkside Trails-Soccer Fields A7026-24 | \$2775 |
| Barney Road Pool A7150-45 | \$525 | Locust Lane Pool A7152-45 | \$250 |
| Spirit Park A7030-24 | \$186 | Wyncrest Dev. SP117140-24 | \$1625 |
| Addison SP127148-24 | \$200 | Meadow Estates SP127142-24 | \$640 |
| Parklane SP07120-24 | \$800 | Sherwood Forest SP87125-24 | \$1545 |
| Exit 8,9 and 10 Signs A8510-90 | \$1080 | Settler's Hill – SP137146-24 | \$750 |
| Longkill I SP57123-24 (Includes Heidi's Path, Martin Jewett Park, Burning Bush) | \$6500 | Burning Bush Pool SP57151-45 | \$700 |

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

February 5, 2018

Patricia O'Donnell, Town Clerk

| 2023 New York Property Service Agreement | | Vinmar Solutions LLC |
|--|---|--|
| Property Served | Bill to Information | |
| Town of Clifton Park Town Center Park Clifton Park, NY 12065 | Town of Clifton Park 1 Town Hall Plaza Clifton Park, NY 12065 | PO Box 275 Ballston Spa, NY 12020 NYSDEC Pesticide Business Registration # 14954 NYSDEC Certified Applicator # C5657431 # C5602722 |
| Special Instructions | | |
| Includes Entranceways on Maxwell & Moe Roads, turf areas on both side of walking paths, and large center turf section. | | |
| 40 | Schedule of Services | |

| Lawn Services | | # | Application Dates |
|--|-------------|---|--|
| (1) Spring Application: | \$ 1,260.00 | | |
| *Fertilizer w/ PreEmergent Crabgrass Control | | 1 | (4/02/2023 - 4/22/2023) |
| *Broadleaf Weed Control | | 1 | (4/23/2023 - 5/13/2023) |
| (2) Late Spring Application: | \$ 1,260.00 | | |
| *Fertilizer | | 1 | (5/14/2023 - 6/03/2023) |
| *Broadleaf Weed Control | | 1 | (6/04/2023 - 6/24/2023) |
| (3) Summer Application: | \$ 1,260.00 | | |
| *Fertilizer | | 1 | (6/25/2023 - 7/15/2023) |
| *Broadleaf Weed Control | | 1 | (7/16/2023 - 8/05/2023) |
| (3a) Grub Control Application: | \$ 1,260.00 | | |
| *Preventative Grub Control done in combo w/ summer application | | 1 | (6/25/2023 - 7/15/2023) (7/16/2023 - 8/05/2023) |
| (4) Late Summer Application: | \$ 1,260.00 | | |
| *Fertilizer | | 1 | (8/06/2023 - 8/26/2023) |
| *Broadleaf Weed Control | | 1 | (8/27/2023 - 9/16/2023) |
| (4a) Post Emergent Crabgrass and Nutsedge Control: | \$ - | | |
| *Done in combo w/ late summer application | | 1 | (8/06/2023 - 8/26/2023) (8/27/2023 - 9/16/2023) |
| (5) Fall Application: | \$ - | | |
| *Fertilizer | | 1 | (9/17/2023 - 10/07/2023) |
| *Broadleaf Weed Control | | 1 | (10/08/2023 - 10/28/2023) |
| (6) Tick Control 1: | \$ - | | |
| *Done in combo w/ late spring application | | 1 | (5/14/2023 - 6/03/2023) (6/04/2023 - 6/24/2023) |
| (7) Tick Control 2: | \$ - | | |
| *Done in combo w/ summer application | | 1 | (6/25/2023 - 7/15/2023) (7/16/2023 - 8/05/2023) |
| (8) Tick Control 3: | \$ - | | |
| *Done in combo w/ late summer application | | 1 | (8/06/2023 - 8/26/2023) (8/27/2023 - 9/16/2023) |
| (9) Fall Lime Application: | \$ - | 1 | |

Note: The property owner or owner's agent may request the specific dates or dates of application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date on the contract.

Additional pesticide applications will be provided only if the owner or owner's agent provides written authorization. Any additional notices to tenants or others are the responsibility of the owner or owner's agent(s). I have read the front and back of this agreement and fully understand and agree with its terms. I acknowledge receipt of the required product information list.

| | | | |
|---|-------------|---|---------------------------|
| Total Cost and # of Lawn Pesticide Applications | \$ 6,300.00 | 6 | Vinmar Solutions Rep: |
| Total Cost and # of Non-Pesticide Applications | \$ - | 2 | Mark Rector/Kevin McCarty |

| | | | |
|---|-------------|-------|-----------|
| Total Cost of Services (Sales Tax Not Included) | \$ 6,300.00 | Date: | 12/1/2022 |
|---|-------------|-------|-----------|

Customer Authorized Signature: _____ Date: _____

Resolution 5

Resolution No. _____ of 2023, a resolution authorizing the sale of a computer rack declared surplus by the Town Board and Buildings & Grounds Department to sell as surplus equipment at public auction.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks & Recreation has identified a computer rack, per the attached, as surplus property, and

WHEREAS, based upon the recommendation of Mr. Clemens, the Town Board declares the computer rack pictured in the attachment as surplus; now, therefore, be it

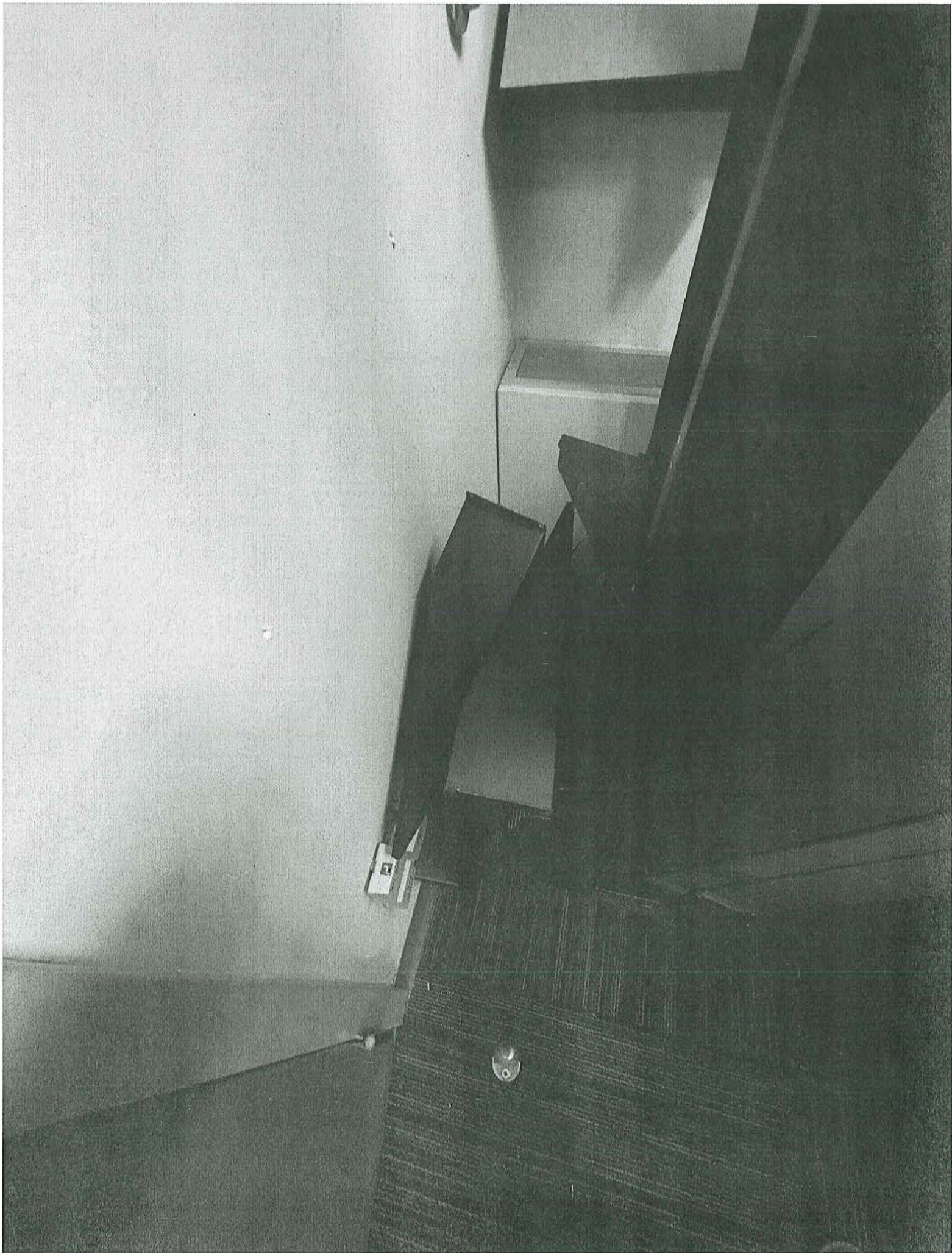
RESOLVED, that the Town Board authorizes the Buildings & Grounds Department to sell the surplus equipment, as is, through an upcoming online public auction.





MA
Middle Atlantic Products, Inc.
www.middleatlantic.com





Resolution 6

Resolution No. _____ of 2023, a resolution authorizing the purchase and installation of ten (10) HID light ballasts on light fixtures on baseball field #13 at the Clifton Common with Clifton Park Baseball agreeing to pay half of the total costs upon project completion.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks & Recreation requested quotes for the purchase of ten (10) 1500 watt light ballasts to be placed on steel light poles on field #13 at the Clifton Common, and

WHEREAS, quotes were received on or before February 10, 2023, and

WHEREAS, the lowest conforming quote is from ASKCO Electric Supply, 14 Cooper Street, PO Box 2176, Glens Falls, NY 12801 at \$2,823, for the acquisition of 10 light ballasts, and

WHEREAS, the Director of Buildings, Parks & Recreation also received separate quotes for the installation of these ten (10) HID light ballasts, and

WHEREAS, quotes were also received on or before February, 10, 2023, and

WHEREAS, CDE Electric, Inc. PO Box # 204, Cairo, NY 12413 submitted the lowest conforming quote to install the ten (10) HID light ballasts on baseball field #13 at the Clifton Common on steel poles approximately 70 feet high at a cost not to exceed \$5,200, and

WHEREAS, the Town Board wishes to purchase these ten (10) HID light ballasts from ASKCO Electric Supply at a cost not to exceed \$2,823 and have them installed by CDE Electric Inc. at a cost not to exceed \$5,200 for a total project cost not to exceed \$8,023, and

WHEREAS, this total project cost not to exceed \$8,023 will be split equally between the Town and Clifton Park Baseball with each paying a cost not to exceed \$4,011.50; now, therefore, be it

RESOLVED that Dan Clemens, Director of Buildings, Parks & Recreation is authorized to purchase ten (10) HID light ballasts from ASKCO Electric Supply for \$2,823; and be it, further

RESOLVED, that the Town Board hereby awards the bid to CDE Electric, Inc. PO Box # 204, Cairo, for the installation of these ten (10) HID light ballasts on field #13 at the Clifton Common at a cost not to exceed \$5,200 and be it, further

RESOLVED that the Comptroller is authorized to pay in the first instance, pending reimbursement of 50% of the total cost of the project from Clifton Park Baseball, for the purchase and installation of ten (10) HID light ballasts for field #13 at the Clifton Common to be paid from A-07112-00024 (General Fund- Clifton Common- General Maintenance).

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: February

Description: ten (10) each: 1500 watt HID ballasts for baseball field lights

Vendor #1: ASKCO electric supply - \$2,823.00

Vendor #2: Grainger - \$4,364.77

Vendor #3: American Electric Supply - \$4,364.70

Vendor #4:

Vendor #5:

Vendor #6:

Comments: The town will be splitting the cost 50/50 with CP baseball

Decision: ASKCO - \$2,823.00



14 Cooper Street
 PO Box 2176
 Glens Falls, NY 12801
 P: 518-798-9503
 F: 518-798-9641

PRICE QUOTE

ELECTRIC SUPPLY

Page 1

Printed 02/08/23 JAK

Quoted
 TOWN OF CLIFTON PARK
 ONE TOWN HALL PLAZA
 CLIFTON PARK NY 12065
 Tel:518-371-6651 Fax:518-371-1136

Ship To
 TOWN OF CLIFTON PARK
 ONE TOWN HALL PLAZA
 CLIFTON PARK NY 12065

| | | | | | | |
|--------------------|--------------------------|------------------------|-------------------------------|----------------|-------------------------|--------------|
| Quote # Q012173 | Quote Date 12/22/2022 | Exp Date 01/21/2023 | Customer # 0003184 | Customer P/D # | Ship Via OURTRUCK | Writer JP |
| Job ID | | | Customer Terms NET 30 DAYS | | Salesman JOHN PLEKAN | |

| Product | Description | UM | Quant | Unit Price | Extension |
|---------|--|----|-------|------------|-----------|
| | ***** * Taxes to be added later. * ***** | | | | |
| | ADV-71A6772-001 1-1500W QUAD MH BAL | EA | 10 | 282.30 | 2823.00 |

| | | | |
|---------------------------|--------------|------------|-------------------|
| X: _____ (Accepted by) | Sub Total | \$2,823.00 | |
| | Freight | \$0.00 | T o t a l |
| | Misc Charges | \$0.00 | |
| | Tax Amount | \$0.00 | \$2,823.00 |

MESSAGE
 QUOTES DO NOT INCLUDE SALES TAX OR FREIGHT
 CHARGES, PRICE QUOTE IS FOR MATERIAL ONLY!

TERMS
 DUE TO THE CURRENT ECONOMY, ALL PRICING AND QUOTES
 CAN CHANGE WITHOUT NOTICE. WE APOLOGIZE FOR ANY
 INCONVENIENCE.



Cart

| Order Summary | | | |
|-----------------------------------|------------|--------------------|----------|
| Subtotal | \$4,263.30 | Estimated Tax | N/A |
| | | Estimated Shipping | \$101.47 |
| Estimated Total \$4,364.77 | | | |



LUMAPRO
 HID Ballast Kit: 1,500 W Max. Bulb Watts, Probe, 120 to 277V AC, ANSI Code M48
 Item # 4CRJ4

Qty
10

Web Price
\$426.33 / each
Total \$4,263.30

Availability
 Expected to arrive Fri. Feb 10.

Products You Have Recently Viewed

| | | | |
|---|---|---|--|
| <p>LUMAPRO HID Ballast Kit: 1,500 W Max. Bulb Watts, Probe, 120 to 277V AC, ANSI... Item # 4CRJ4</p> <p>Web Price \$426.33 / each</p> <p>Qty: <input type="text" value="1"/> <input type="button" value="Add to Cart"/></p> | <p>GRAINGER APPROVED Channelizer Drum Base: Rubber, Black, 22.5 lb Wt Item # 13P904</p> <p>Web Price \$15.12 / each</p> <p>Qty: <input type="text" value="1"/> <input type="button" value="Add to Cart"/></p> | <p>GRAINGER APPROVED Traffic Barrel: 4 Reflective Stripes, 4 in Reflective Stripe Ht, 42 1/8 in Overal... Item # 13P893</p> <p>Web Price \$72.95 / each</p> <p>Qty: <input type="text" value="1"/> <input type="button" value="Add to Cart"/></p> | |
|---|---|---|--|



American Electric Supply Co.
 1013 State Street
 Schenectady, NY 12307
 518-377-8500
 www.AmericanElectricNY.com

Quote

| Account No. | Date | Ref No. |
|-------------|---------|---------|
| 146 | 2/09/23 | 37762 |

Sold To
 Walk-In Contractors

| Clerk | Time | Station | PO Number | Ship Via | Est Delivery | Order Ref No. |
|-----------------|--|---------|-----------|----------|--------------|---------------|
| Robert Marcotte | 3:05PM | 1 | | | | |
| Item | Description | Qty | Ship | Price | Extended | |
| 00302523 | PHD-71A6772001 * MH BAL 1500W M48 QUAD KIT | 10 | 0 | 436.47 | 4,364.70 | |

| | |
|--------------|-----------------|
| Freight | 0.00 |
| Sub Total | 4,364.70 |
| Tax 8.00% | 349.18 |
| Total | 4,713.88 |
| Received | 0.00 |
| Balance | 4,713.88 |

Quotes are good for 15 days

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: February 13, 2023

Description: Installation of ten (10) HID ballasts at Upeer Quad
field 13, 70 foot high steel poles.

Vendor #1: CPSS Electric - declined to quote

Vendor #2: CDE Electric Inc. - \$5,200.00

Vendor #3: Executive Electric - \$7,950.00

Vendor #4: T&J Electrical - no reply

Vendor #5:

Vendor #6:

Comments: The town will be splitting the cost 50/50 with CP baseball

24

Decision: CDE Electric Inc. - \$5,200.00



Town of Clifton Park Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department seeks price quotes from qualified entities for replacing ballast located on the baseball field lights on Clifton Common Vischer Ferry Road Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Replace (10) HID ballast kits (supplied by the town) on upper quad baseball, field 13, steel light poles, approximately 70 feet high.

Dispose of all waste properly

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

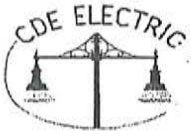
Prevailing wage rate as described by New York State must be paid. The Town of Clifton Park reserves the right to reject any and all quotes.

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

Please contact Regan Cardona at rcardona@cliftonpark.org 518-371-6651 extension 251 for an appointment to do a site visit.

Quotes are due by Friday February 10, 2023 at 2:00pm

SENT TO
4 COMPANIES
1/13/23



CDE ELECTRIC INC.

PO Box 204
685 Vernal Butler Road
Cairo, NY 12413
Tel: (518) 622-3822
Fax: (518) 622-3823

February 6, 2023

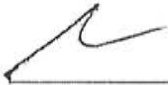
Dan Clemens
Town of Clifton Park Building & Grounds
One Town Hall Plaza
Clifton Park, NY 12065

Re: Upper Quad Baseball Field Light Fixtures Repair Quote

Furnish all Labor and Equipment need to replace 10 HID Ballast in the existing HID Fixtures at the Upper Quad Baseball Field 13. All HID Ballast are to be furnish by the Town.

TOTAL QUOTE \$5,200.00

If a performance bond is require add \$250.00

 2/6/23

Gregory Guerin President

EXECUTIVE ELECTRIC, LLC

FEBRUARY 8, 2023

TOWN OF CLIFTON PARK
BUILDINGS & GROUNDS
ONE TOWN HALL PLAZA
CLIFTON PARK, NY 12065

QUOTE FOR CLIFTON COMMON'S BASEBALL FIELD LIGHTS

- REPLACE (10) HID BALLAST KITS (SUPPLIED BY THE TOWN)
ON UPPER QUAD BASEBALL, FIELD 13, STEEL LIGHT POLES,
APPROXIMATELY 70 FEET HIGH
- DISPOSE OF ALL WASTE PROPERLY
- LABOR WITH LIFT INCLUDED (2 GUYS, 2 DAYS)

TOTAL: \$7950.00



5 Shuler St.
Amsterdam,
NY 12010

PHONE 518.770.1508

EMAIL peterconyne@executivegroupinc.com
WEBSITE www.ExecutiveGroupInc.com

Dan Clemens

From: RGabriels@CPSSElectric <rgabriels@cpsselectric.com>
Sent: Friday, January 13, 2023 9:47 AM
To: Dan Clemens
Subject: Re: quote please

I get a nosebleed at that height...

RC Gabriels

On Jan 13, 2023, at 7:49 AM, Dan Clemens <DClemens@cliftonpark.org> wrote:

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

Thanks, Dan

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

<replace ballasts on field 13 lights RFP 1.12.23.docx>

Dan Clemens

From: DANIEL JERAM <dtjeram@yahoo.com>
Sent: Monday, February 13, 2023 10:34 AM
To: Dan Clemens; bmccabe150@gmail.com; Matthew Bertinetti
Cc: Tim Sankowsky; Regan, Cardona
Subject: Re: field 13 lights

Sounds good. Let me know when payment is due. Thanks

On Monday, February 13, 2023 at 09:50:27 AM EST, Matthew Bertinetti <matthewbertinetti@gmail.com> wrote:

Good Morning Dan,

That will work for CPBL. I'm copying in Dan Jeram our Treasurer so we can get him on board with the plan.

Best,

Matt Bertinetti

President - CPBL

Sent from Mail for Windows

From: Dan Clemens
Sent: Monday, February 13, 2023 9:47 AM
To: bmccabe150@gmail.com; Matt Bertinetti
Cc: Tim Sankowsky; Regan, Cardona
Subject: field 13 lights

Good morning,

I have the pricing to replace the ten ballasts on field 13 lights. Attached are the quote cover sheets. The total cost is \$8,023.00, split 50/50 as agreed, your half is \$4,011.50. I had estimated \$5k each, so we are under that. Is this cost agreeable with the league?

Thanks, Dan

RESOLUTION

#7

Resolution No. _____ of 2023, a resolution authorizing the hiring of Larry Rorick as an Adventure Challenge Facility Coordinator for the Summer 2023 season.

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

WHEREAS, Mike Woerner, Director of Parks, Recreation and Community Affairs has identified the need for staff to conduct the Adventure Challenge Course for 2023, and

WHEREAS, Mr. Woerner has recommended that Larry Rorick, 24 Fieldstone Drive, Ballston Lake, be hired as an Adventure Challenge Facility Coordinator for the 2023 Project Adventure Program; now, therefore, be it

RESOLVED, that Larry Rorick be appointed as Facility Coordinator, effective at the date of the 2023 Course inspection through August 31, 2023, to be paid an amount not to exceed \$5,000 for the season, at \$29.75 per hour to be paid from A-7629-E2350 (General Fund-Adventure Challenge- Adventure Coordinator).

RESOLUTION
#8

Resolution No. _____ of 2023, a resolution issuing permits to serve alcoholic beverages per the attached Special Alcohol Use Permit Requests.

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

WHEREAS, the following applicants have submitted Special Alcohol Use Permit Requests to the Clifton Park Senior Center, to be allowed to serve alcohol in the form of beer and wine for gatherings at the Senior Center on the following dates and times as listed on the applications:

Anil Bisht, resident of CP, 03/11/2023, 6:30-10:30pm

Lisa Stephenson, resident of CP, 04/01/2023, 5:00-9:00pm

; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Special Alcohol Use Permit Requests submitted by Anil Bisht and Lisa Stephenson for gatherings as indicated.



Town of Clifton Park

Clifton Park Senior Community Center

* 6 Clifton Common Court, Clifton Park, New York 12065 * 518-383-1343 *

2023 Facility Rental Agreement

General Information

Name of Organization: NIHAA Today's Date: 1/31/2023
 Contact Person: ANIL BISHT
 Address: 613 CLIFTON PK CTR RD. City: CLIFTON PARK
 Phone (home): 518 598 4573 (cell) 518 598 4573
 Email: bisht_anil@yahoo.com
 Date of Rental: 3/11/2023 Start Time: 6.30 End Time: 10.30
 Purpose of Event: CELEBRATION FESTIVAL OF HOLI / COLORS
 Number of Attendees: 100 - 125 Is your organization a 501(c)(3)? (proof required) YES

Rental is not guaranteed until payment and signed Agreement is received

Carry in, carry out policy in effect for all events. All checks are to be made payable to: Town of Clifton Park.

| Description | Regular Rate | Non-Profit <small>*Must have a 501(c)(3)</small> | # of Hours | Fee |
|--|----------------------|---|------------|---|
| Security Deposit | \$100 | \$100 | - | -100 - <i>chk</i> |
| Community Room - Full Room | \$90 per hour | \$60 per hour | <i>4</i> | <i>240</i> <i>172</i> |
| Community Room - Half Room | \$60 per hour | \$40 per hour | | |
| Studio/Activity Room | \$60 per hour | \$40 per hour | | |
| Arts & Crafts Room/ Library Room | \$35 per hour | \$25 per hour | | |
| Kitchen | \$90 per day | \$90 per day | | <i>90</i> |
| Room Set-up/ Break-down Fee (may be available upon request) | \$100 (if available) | \$100 (if available) | | |
| Alcohol Permit | \$25 | \$25 | | <i>25</i> |
| Special Instructions: <i>open 6pm</i> <i>close 11pm</i> | Total Due: | | | <i>355</i> <i>credit</i> <i>100</i> <i>check #72</i> |
| | Amount Paid: | | | <i>355</i> |
| | Balance: | | | <i>- 0 -</i> |

Facility Rental Permit is governed by the following conditions:

- Permits valid for agreed upon date or dates, restricted to area/room (*the lobby is not rentable*), and number of participants as indicated on permit.
- All renters must provide a \$100 security deposit to be paid in full, with a separate check from the rental fee, **at the time of reservation**. The security deposit will be applied to any cleaning, theft, damages upon completion of the event and will be held in escrow and refunded upon completion of the rental. In the event of misconduct or the misuse of the facility by the lessee, the Town of Clifton Park may take action and require the renter to reimburse the Town for damages suffered or extra expenses incurred including, but not limited to, the forfeiture of a portion or the entire security deposit.
- Cancellation requests less than 2 weeks of rental date will result in forfeiture of \$100 Security Deposit.
- Area and facility must be left clean and in the same condition in which it was found. Any damage incurred is the responsibility of the renter.
- Renter are not to use any rooms/areas of the building except what was rented, excluding restrooms.
- **All food/drink shall be removed at the conclusion of the event. The Town has a carry in carry out policy on garbage. All garbage shall be removed and placed in the proper receptacle located in the back of the building.**
- Smoking is not allowed in any part of the building. There is to be no open flames, i.e. candles, lanterns, allowed for use.
- On site supervision **is required** for all youth groups/events.
- At no time is the building/room occupancy to be exceeded and all fire doors and emergency exits must remain unblocked.
- Use of kitchen must be agreed upon in advance and requires an additional fee.
- Town of Clifton Park rules shall be adhered to. Immediate termination of the event and removal from the premises may occur by an authorized representative of the Town if in violation of these rules and regulations.
- Obnoxious behavior or excessive noise will not be permitted.
- Renter must retain Rental Agreement and make available upon request by park or police official.
- Open containers of alcoholic beverages are prohibited in the building, unless a permit has been issued which allows for the consumption of alcoholic beverages on the premises for which the permit has been issued. Such permits are authorized solely by the Town Board via resolution. A separate "Special Alcohol Use Permit Request" form must be submitted with this form.
- Use of Center equipment (i.e. projectors, PA system, televisions, etc.) is strictly prohibited.
- Renters must clean up all spills and sweep debris from wooden floors. Do not touch/play musical instruments without prior permission and do not handle the shades/blinds as they are delicate.
- Permit holder may be required to obtain and show proof of insurance naming Town of Clifton Park as an "Additional Insured".

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

Indemnity:

ANIL BISHT (Renter's Name) agrees to indemnify and hold the Town, it's officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of ANIL BISHT (Renter's Name) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 3/11/2023 (Rental Date).

SIGNED: _____

[Signature]
Permit Applicant

APPROVED: _____

[Signature]

DATE: 1/31/23



Clifton Park Senior Community Center
 6 Clifton Common Court
 Clifton Park, NY 12065
 (518) 383-1343

2023 Special Alcohol Use Permit Request
(Please attach to Facility Permit Application)

Name of Organization: NIHAA
 Contact Person: Ann Bish
 Phone (home): 518-598-4573 (cell): 518-598-4573
 Email: bish.ann@yahoo.com
 Date and Location of Event: March 11, 2023 6:30pm-10:30pm
 Clifton Park Senior Community Center 6 Clifton Common Ct, Clifton Park

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

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

\$15 non-refundable fee must accompany special permit request.

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

SIGNED: Ann Bish DATE: 2/8/2023

For Office Use Only

Date Sent to Town Board for Resolution: _____

Date on Town Board Agenda: _____

Approved: YES/NO _____

If Approved, Permit Issued and Mailed to Applicant: _____

Alcohol Use Permit Request 2023 - 010323105



Town of Clifton Park

Clifton Park Senior Community Center

* 6 Clifton Common Court, Clifton Park, New York 12065 * 518-383-1343 *

2023 Facility Rental Agreement

General Information

Name of Organization: _____ Today's Date: 4/30/2023
 Contact Person: Lisa M Stephenson
 Address: 12 Merran Drive City: Clifton Park NY 12065
 Phone (home): _____ (cell) 518-810-2708
 Email: LStephenson@NYCPR.RE.COM
 Date of Rental: April 1st Saturday Start Time: 5:00pm End Time: 9:00pm
 Purpose of Event: Husband's (member Timothy Stephenson) Retirement Party
 Number of Attendees: about 70 Is your organization a 501(c)(3)? (proof required) _____

Rental is not guaranteed until payment and signed Agreement is received

Carry in, carry out policy in effect for all events. All checks are to be made payable to: Town of Clifton Park.

| Description | Regular Rate | Non-Profit <small>*Must have a 501(c)(3)</small> | # of Hours | Fee |
|--|----------------------|---|--|-------|
| Security Deposit | \$100 | \$100 | - | \$100 |
| Community Room - Full Room | \$90 per hour | \$60 per hour | 4 | 360 |
| Community Room - Half Room | \$60 per hour | \$40 per hour | | |
| Studio/Activity Room | \$60 per hour | \$40 per hour | | |
| Arts & Crafts Room/ Library Room | \$35 per hour | \$25 per hour | | |
| Kitchen | \$90 per day | \$90 per day | 4 | \$90 |
| Room Set-up/ Break-down Fee (may be available upon request) | \$100 (if available) | \$100 (if available) | | |
| Alcohol Permit | \$25 | \$25 | 4 | \$25 |
| Special Instructions: 8ft long-rectangle tables 5ft wide-round tables. | Total Due: | | \$475 - Payment due March 27 th | |
| | Amount Paid: | | | |
| | Balance: | | | |

Facility Rental Permit is governed by the following conditions:

- Permits valid for agreed upon date or dates, restricted to area/room (*the lobby is not rentable*); and number of participants as indicated on permit.
- All renters must provide a \$100 security deposit to be paid in full, with a separate check from the rental fee, **at the time of reservation**. The security deposit will be applied to any cleaning, theft, damages upon completion of the event and will be held in escrow and refunded upon completion of the rental. In the event of misconduct or the misuse of the facility by the lessee, the Town of Clifton Park may take action and require the renter to reimburse the Town for damages suffered or extra expenses incurred including, but not limited to, the forfeiture of a portion or the entire security deposit.
- Cancellation requests less than 2 weeks of rental date will result in forfeiture of \$100 Security Deposit.
- Area and facility must be left clean and in the same condition in which it was found. Any damage incurred is the responsibility of the renter.
- Renter are not to use any rooms/areas of the building except what was rented, excluding restrooms.
- **All food/drink shall be removed at the conclusion of the event. The Town has a carry in carry out policy on garbage. All garbage shall be removed and placed in the proper receptacle located in the back of the building.**
- Smoking is not allowed in any part of the building. There is to be no open flames, i.e. candles, lanterns, allowed for use.
- On site supervision **is required** for all youth groups/events.
- At no time is the building/room occupancy to be exceeded and all fire doors and emergency exits must remain unblocked.
- Use of kitchen must be agreed upon in advance and requires an additional fee.
- Town of Clifton Park rules shall be adhered to. Immediate termination of the event and removal from the premises may occur by an authorized representative of the Town if in violation of these rules and regulations.
- Obnoxious behavior or excessive noise will not be permitted.
- Renter must retain Rental Agreement and make available upon request by park or police official.
- Open containers of alcoholic beverages are prohibited in the building, unless a permit has been issued which allows for the consumption of alcoholic beverages on the premises for which the permit has been issued. Such permits are authorized solely by the Town Board via resolution. A separate "Special Alcohol Use Permit Request" form must be submitted with this form.
- Use of Center equipment (i.e. projectors, PA system, televisions, etc.) is strictly prohibited.
- Renters must clean up all spills and sweep debris from wooden floors. Do not touch/play musical instruments without prior permission and do not handle the shades/blinds as they are delicate.
- Permit holder may be required to obtain and show proof of insurance naming Town of Clifton Park as an "Additional Insured".

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

Indemnity:

Lisa M. Stephenson (Renter's Name) agrees to indemnify and hold the Town, its officers, employees, representatives and/or agents harmless with respect to any and all claims, causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees, in connection with loss of life, personal injury and/or any loss of life, personal injury and/or property damage which may arise from and as a result of the negligent acts or omissions of Lisa M. Stephenson (Renter's Name) or others associated in some way therewith, during or arising out of the use of any park facility located in the Town of Clifton Park, County of Saratoga, State of New York on 04-01-2023 (Rental Date).

SIGNED: Lisa M. Stephenson APPROVED: Dora Yun DATE: 1/30/23
Permit Applicant



Clifton Park Senior Community Center
 6 Clifton Common Court
 Clifton Park, NY 12065
 (518) 383-1343

2023 Special Alcohol Use Permit Request
(Please attach to Facility Permit Application)

Name of Organization: _____

Contact Person: Lisa M Stephenson

Phone (home): _____ (work) 518-584-3600 ^{ext 3238} (cell) 518-810-2708

Email: LStephenson@nycap.rr.com

Date and Location of Event: (Saratoga Society) Clifton Park Senior Community Center
Saturday APRIL 15th 2023 Retirement Party

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

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

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

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

| | | | |
|---------|--------------------------|-------|-------------------|
| SIGNED: | <u>Lisa M Stephenson</u> | DATE: | <u>01/30/2023</u> |
|---------|--------------------------|-------|-------------------|

For Office Use Only:

Date Sent to Town Board for Resolution: _____

Date on Town Board Agenda Date: _____

Approved: Yes/No

If Approved, Permit Issued and Mailed to Applicant: _____

RESOLUTION
#9

Resolution No. _____ of 2023, a resolution authorizing the Town Supervisor to sign an agreement with the Saratoga County Sheriff's Department for Specialized Law Enforcement Services.

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

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

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

RESOLVED, that the Supervisor is authorized to sign the attached agreement with the Saratoga County Sheriff's Department whereby the Sheriff's Department shall provide Specialized Law Enforcement Services within the Town of Clifton Park for a one (1) year period from January 1, 2023 through December 31, 2023, for an amount not to exceed \$608,135, to be paid from A-3120-15 (General Fund-Security-Other Contractual).



SARATOGA COUNTY SHERIFF'S OFFICE

Sheriff@SaratogaCountyNY.gov

MICHAEL H. ZURLO
SHERIFF

Richard L. Castle
Undersheriff

Glen D. Sheehy
Chief

DATE: 2/9/23

To: Town of Clifton Park

Updated Copy with correct Resolution #, Please disregard previously sent agreement

Enclosed please find the Agreement for Specialized Law Enforcement Services, Please make sure to sign and include the insurance documents requested in section 8 and 9 and return to me at the below address for final execution. Any questions please reach out.

*Please also note electronic signatures can be accepted if you would prefer to scan it back to me.

Thank you!

Heather L. Bessette
Administrative Coordinator
hbessette@saratogacountyny.gov
518-885-2450

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

AGREEMENT FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement, made as of the ____ day of _____, 2023 BY AND BETWEEN,

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

-and-

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

1. STATEMENT OF AGREEMENT

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

2. LEGAL BASIS

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

3. SPECIALIZED PROTECTION

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

4. DELIVERY OF SERVICE

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

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

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

Sunday from 8:00 a.m. to 4:00 p.m. and from 4:00 p.m. to 12:00 a.m. to patrol the TOWN at the cost of \$608,134.57 for the year 2023 to be paid in equal monthly installments. In addition, the Sheriff's Department shall provide additional police services to the TOWN for added patrols or special detail assignments as shall be determined by the SHERIFF, the cost of which services shall be included within the total contract cost of \$608,134.57. The SHERIFF reserves the right to modify the foregoing schedule based upon the changing needs of law enforcement in the TOWN.

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

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

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

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

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

5. RESOURCES

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

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

6. LIABILITY

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

7. PERSONNEL

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

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

8. DURATION

The term of this agreement shall be for one year, from January 1, 2023 through December 31, 2023.

9. TERMINATION

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

10. AUTHORIZATION

This agreement is made and executed pursuant to County Resolution 320-2022 and a resolution approved by the TOWN board of Clifton Park on _____.


11. EXECUTION

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

COUNTY OF SARATOGA

TOWN OF CLIFTON PARK

By: _____ Date _____
Theodore T. Kusnierz, Jr.
Chairman, Board of Supervisors
Per Resolution 320-2022

By:  Date 2/16/23
Philip Barrett, Supervisor
Per Resolution No. ___ of _____

_____ Date _____
MICHAEL H. ZURLO, Sheriff

Approved as to Form and Content:

Approved as to Form and Content:

Michelle W. Granger
County Attorney

CLIFTON PARK TOWN ATTORNEY

11/15/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 320 - 2022

Introduced by Public Safety: Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

AUTHORIZING A 2023 CONTRACT FOR POLICE SERVICES WITH THE TOWN OF CLIFTON PARK

WHEREAS, Resolution 68-2022 last authorized a contract with the Town of Clifton Park for additional police services to be provided by the Sheriff's Office; and the Town wishes to extend its contract; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Clifton Park for the indicated police services in 2023, at a cost of \$608,134.57;

| <u>NUMBER OF PATROLS</u> | <u>SERVICE TIME OF PATROLS</u> | <u>PLACE OF SERVICE</u> | <u>AMOUNT</u> |
|--------------------------|--------------------------------|-------------------------|---------------|
| Two (2) | Mon-Sun 8:00 a.m. – 4:00 p.m. | Entire Town | \$608,134.57 |
| Two (2) | Mon-Sun 4:00 p.m. – 12:00 a.m. | of Clifton Park | |

and; it is further

RESOLVED, that the Sheriff's Office shall provide such additional police services to the Town of Clifton Park for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town; and it is further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the 2023 Tentative Budget.

November 15, 2022 Regular Meeting

Motion to Adopt: Supervisor Hammond

Second: Supervisor Butler

AYES (194440): Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Tollisen (25662), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361).

NOES (0):

ABSENT (41069): Eric Connolly (11831), Kevin Veitch (8004), Arthur M. Wright (1976), Willard H. Peck (5242), Thomas N. Wood, III (5808), John Lawler (8208)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
COUNTY SELF-INSURANCE PLAN**

| | |
|--|---|
| 1a. Legal name and address of participant in County Self-Insurance Plan Town of Clifton Park Town Hall 1 Town Hall Plaza Clifton Park, NY 12065 | 1c. Telephone number of participant 518-371-6651 |
| 1b. Effective date of membership in the Plan 1937 _____. | 1d. NYS Unemployment Insurance Employer Registration Number of participant 04-60818 9 |
| 2. Name and address of the entity requesting proof of coverage County of Saratoga 40 McMaster Street Ballston Spa, NY 12020 | 1e. Federal Employer Identification Number of participant 14-6002129 |
| | 3. Name and address of County Self-Insurer Saratoga County Workers' Compensation Plan 40 McMaster Street Ballston Spa, NY 12020 |

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office. (See reverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Certified by: Wendy Tennant
(Print name of authorized representative of County Self-Insurer)

Certified by: Wendy Tennant 3/31/22
(Signature) (Date)

Title: Workers' Compensation Specialist

Telephone Number: 518-885-2234

WORKERS' COMPENSATION LAW

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

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

Please Note: This certificate is valid for a maximum of one year from the date this form is approved by the authorized representative of the County Self-Insurance Plan. After that date, if the participant continues to be named on a permit, license or contract issued by the above government entity, the participant must provide that government entity with a new certificate. The participant must also provide a new certificate upon notice of cancellation or change in status of such participation in the County Self-Insurance Plan.

The County Self-Insurer must file a copy of this certificate with the Workers' Compensation Board Self-Insurance Office at the address listed below.

Workers' Compensation Board
Self-Insurance Office-3rd Floor
328 State Street
Schenectady, NY 12305



CLIFPAR-04

DDEPEW

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/24/2022

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

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

| | |
|---|---|
| PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604 | CONTACT NAME: Donna Depew PHONE (A/C, No, Ext): (585) 473-8000 FAX (A/C, No): E-MAIL ADDRESS: donnad@paris-kirwan.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A : Michigan Millers Mutual Insurance Co | |
| NAIC # 14508 | |
| INSURED Clifton Park Family Sports Arena LLC 16 Clifton Common Blvd. Clifton Park, NY 12065 | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | C0701871 | 9/4/2022 | 9/4/2023 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 3,000,000 |
| A | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | C0701871 | 9/4/2022 | 9/4/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | C0701871 | 9/4/2022 | 9/4/2023 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Equipment Floater | | | C0701871 | 9/4/2022 | 9/4/2023 | Misc Scheduled Equip | 150,000 |

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

CERTIFICATE HOLDER

CANCELLATION

| | |
|---------------------------|---|
| PROOF OF INSURANCE | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---------------------------|---|

RESOLUTION

#10

Resolution No. _____ of 2023, a resolution authorizing the Supervisor to sign a Service Agreement with CTA (California Transit Authority) Band to perform at the Town of Clifton Park's Annual July 4th Celebration on the Clifton Common.

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

WHEREAS, the Town of Clifton Park will once again be holding a July 4th Celebration on the Clifton Common complete with musical entertainment; and

WHEREAS, California Transit Authority is an Ensemble Band formed among former members of "Chicago," and other well-known National Music Acts; and

WHEREAS, the Town Board wishes to contract with CTA to provide musical entertainment for the celebration; and

WHEREAS, costs associated with the performance will be offset through a sponsorship with Prestige Services, Inc; now therefore be it

RESOLVED, that the Town Supervisor is hereby authorized to sign the attached Service Agreement with CTA Band to perform on July 4, 2023 on the Clifton Common; and be it further

RESOLVED, that the comptroller is authorized to increase A-2042 (4th of July Celebration) by \$22,000 and increase A-7550-52 (Expenditures – 4th of July) by \$22,000.

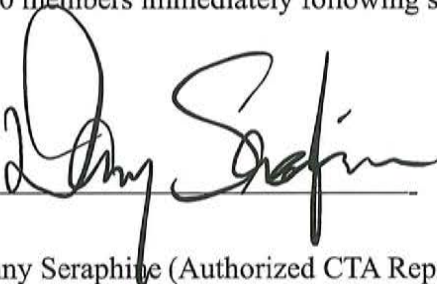
Service Agreement # 007 made 01/26/2023 between Danny Seraphine & CTA (California Transit Authority) hereinafter referred to as "Artist" and hereinafter referred to as "The Town Of Clifton Park". It is mutually agreed between the parties that the PURCHASER hereby engages CTA (California Transit Authority) upon the terms and conditions herein set forth, including but not limited to those on the attached document hereof entitled "Additional Terms and Conditions", Artist Rider, and any other addenda referenced herein.

1. Event/Venue: July 4, 2023 celebration at the Commons of Clifton Park
2. 2. Address: July 4, 2023 celebration at the Commons of Clifton Park
3. 3. Service Agreement for Artist: Danny Seraphine & CTA (California Transit Authority)
4. Engagement Date(s), time & show length: July 4, 2023, Showtime: TBD by buyer, one - 90 minutes show (show length to be determined by buyers at their discretion)
5. Optional On Site Fee: N/A
6. Compensation: \$22,000.00
7. Payment terms: CHECKS MADE PAYABLE TO: Street Sense Inc,/ dba CTA The Band T & M (tax id # 84-1151902)

50% DEPOSIT DUE WITH RETURNED SIGNED CONTRACT /BALANCE DUE IN FULL DAY OF SHOW FAILURE TO PRESENT THE ENGAGEMENT OR INCLEMENT WEATHER SHALL NOT RELIEVE THE PURCHASER OF THE OBLIGATION TO PAY THE GUARANTEE IN FULL (artist to supply band and wire info. Upon execution of the above contract.)

8. Sound & Lights: Sound, Stage and lights provided by purchaser per artist rider.
9. Special Provisions: Purchaser to provide the following:
 - 1) 10 Hotel Rooms for up to 2 nights check-in.
 - 2) Buyer to supply back line equipment per bands rider,
 - 3) Band meal for up to 10 members immediately following sound check.

Phil Barrett
Town supervisor authorized representative
518-496-5051 pbarrettcliftonpark.org



Danny Seraphine (Authorized CTA Representative)
8024 Dark Hollow Place, Las Vegas, NV 89117

ARTIST RESERVES THE RIGHT TO DECLARE THIS AGREEMENT INVALID IF NOT COMPLETED AND RETURNED WITHIN 15 DAYS OF ISSUE DATE. PLEASE READ ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

SIGN & RETURN (2) CONTRACT(S) TO CTA Band office and KEEP ONE COPY.

Additional Terms and Conditions

1. PURCHASER agrees to furnish and pay for at its own expense (a) on the date and at the time of the performance(s) above mentioned all that is necessary for the proper presentation, including but not limited to; a suitable theatre, hall or auditorium, well-heated, ventilated, lit, clean, and a public address system in perfect working condition including microphones(s) in number and quality required by ARTIST, dressing rooms, and all necessary electricians and stage hands, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in the principal newspapers, (b) all music royalties in connection with ARTIST's regular company, (c) all amusements taxes.
2. In the event of sickness or of accident to ARTIST or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies or any other similar cause beyond the control of ARTIST, it is understood and agreed that there shall be no claim for damages by PURCHASER and ARTIST's obligations as to such performance shall be waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST shall be returned on a pro-rata basis.
3. Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST's determination as to performance shall prevail.
4. In the event PURCHASER refuses or neglects to provide any of the items or to perform any of the items or any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts therefore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth.
5. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST on all advertising and publicity issued by or under the control of PURCHASER. ARTIST's name or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up or merchandising without ARTIST's prior written consent.
6. PURCHASER shall not itself nor shall it permit others to record, broadcast, televise, photograph, or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof without expressed written permission from the ARTIST's representatives.
7. ARTIST shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including but not limited to articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc. on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER, subject to concessionaire's requirements, if any.
8. Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement there under without liability by giving the PURCHASER notice of at least thirty (30) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event the PURCHASER fails to sign and return the contract within ten (10) days.
9. ARTIST shall have exclusive control over the production, presentation and performance of the engagement(s) hereunder. ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. PURCHASER agrees (a) to comply promptly with ARTIST's directions as to stage settings for the performance(s) hereunder, (b) that no performers other than those furnished by the ARTIST hereunder will appear on or in connection with the engagement without expressed written permission from the ARTIST's representative.
10. It is agreed that ARTIST/ARTIST's representative signs this contract as an independent contractor and not as an employee. This contract shall not, in any way, be construed as to create a partnership or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST/ARTIST's representative liable in whole or part for any obligation that may be incurred by PURCHASER in PURCHASER's carrying out any of the provisions here otherwise.
11. Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by ARTIST or PURCHASER hereunder. If there is any conflict between any provision of this agreement and any law, rule or regulation shall prevail and this agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. PURCHASER agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by PURCHASER.
12. In the event of any inconsistency between the provisions of this contract and the provisions of any other riders, addenda, exhibits or any other attachments etc, the parties agree that the provisions most favorable to ARTIST and ARTIST'S representative shall control.
13. ARTIST agrees not to perform within a 90 mile radius 30 days prior and after to this performance.
14. PURCHASER hereby indemnifies and holds ARTIST as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claims does not result from the active and willful negligence of the artist.
15. This contract (a) cannot be assigned or transferred without the written consent of ARTIST, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied, or discharged, except by an instrument in writing signed by both parties. The validity, instruction and effect of this contract shall be governed by the laws of the State of Tennessee, regardless of the place of performance. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.

RESOLUTION

#11

Resolution No. _____ of 2023, a resolution awarding the engineering services contract to Prime AE of NY, for Transfer Station Hopper Repairs.

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

WHEREAS, two (2) hydraulic compactors and two (2) hoppers as well as the existing electrical components and hopper chutes at the Transfer Station require repair and replacement; and

WHEREAS, Prime AE of NY performed the engineering services for the original Transfer Station Hopper construction in 1992 and have retained the original plans, and

WHEREAS, Prime AE has submitted a proposal to perform the design, bid and construction engineering services for the Transfer Station Hopper repairs, and

WHEREAS, the Prime AE Group proposes a cost not to exceed \$16,900 for these engineering services; now, therefore, be it

RESOLVED that Supervisor Barrett recommends that the quote of Prime AE Group be accepted, and be it further

RESOLVED that the Supervisor is authorized to sign an agreement with Prime AE Group of NY for design, bid and construction engineering fees related to the Transfer Station Hopper repairs at a cost not to exceed \$16,900 to be paid from a transfer from A-915 (Undesignated Fund Balance) to A-8160-135 (Transfer Station Engineering).

TOWN OF CLIFTON PARK REQUISITION/PURCHASE ORDER


Delivery Address:

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

| | |
|---------|---------------------|
| Name | Prime AE |
| Street | 100 Great Oaks Blvd |
| Street | |
| City | Albany, NY 12203 |
| Phone | |
| Contact | |

| APPROVAL FOR PURCHASE | |
|-----------------------|-----------------------------|
| Date _____ | |
| Available: _____ | Comptroller's Office: _____ |
| Approved: _____ | Town Supervisor: _____ |
| Encumbered: _____ | Comptroller's Office: _____ |

| Quantity | Product # | Description | Unit Price | Total |
|----------|-----------|---|------------|--------------|
| | | Engineering Services | | \$ 16,900.00 |
| | | Transfer Station Improvements | | |
| | | Per Organizational Agreement a Resolution is NOT Required for Engineering Services | | |
| | | **Quotes Attached** | | |
| | | <i>used Prime AE as they designed the original hopper installation. They have original plans.</i> | | |
| | | | | |
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| | | | | |
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| ACCOUNT DISTRIBUTION | AMOUNT | DEPARTMENTAL REQUEST |
|----------------------|--------------|--|
| A-8160-135 | \$ 16,900.00 | The above service or materials can be furnished to the municipality on the dates and the charges are correct |
| | | |
| | |  DEPARTMENT HEAD |
| | | Date <i>2/3/23</i> |

submitted to Atty 2/8/23



Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

February 1, 2023

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

**Re: Town of Clifton Park
Transfer Station Improvements Project
Engineering Services Proposal**

Dear Supervisor Barrett :

We are pleased to submit this proposal to provide Professional Engineering Services for the Transfer Station Improvements Project located at 217 Vischer Ferry Road in Clifton Park. As you may recall, PRIME AE (fka JME) had previously performed the design phase, bid phase, & construction phase engineering services for the original construction of the transfer station buildings in 1992. We understand that two hydraulic compactors (#1 & #2) and two hoppers (#1 & #2) need replacement. Also, the existing electrical components and the hopper chutes above the diamond plate surfaces are in need some repair and or replacement.

The engineering services has been broken down into the tasks below to be completed as part of this proposal:

A. Base Services

1. Perform one (1) site inspection and kickoff meeting with a designated Town representative.
2. Document the current conditions of the two hydraulic compactors (#1 & #2), the two hoppers (#1 & #2), the existing electrical components, and the hopper chutes above the diamond plate surfaces.
3. Develop bid documents that will include specifications, drawings, and all required bid documents. The drawings will include an existing conditions plan, removals & replacement plan, site plan & layout, construction plan, electrical plan, and construction details.
4. Develop project cost estimate for the recommendations.
5. Meet with Town representatives to review the draft bid documents and make revisions, as necessary.
6. Bid phase services to include answering questions from prospective bidders, prepare addenda as necessary, evaluate bids, and a provide recommendation of award letter.
7. Construction phase services shall include response to contractor requests for information, review any change orders, review all required shop drawings and submittals, and part time site inspections for 12 hours maximum.
8. Deliverable: Bid documents that will include specifications and drawings.

Fee

We propose to complete the above scope of work for a lump sum fee not to exceed **\$16,900**, to be billed monthly on a percentage complete basis.



CONNECTING. CREATING. CONSERVING. COMMUNITY.
www.primeeng.com

B. Exceptions and Limitations - The following items are not included in our scope and fee:

1. Environmental testing and abatement, any Geotechnical services of any kind, and electrical certifications.

C. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

D. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

E. Terms & Conditions

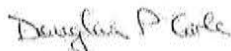
Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

If you have any questions, please feel free to contact me.

Sincerely,

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



Douglas P. Cole, P.E.
Senior Director of Engineering

cc: Dan Clemens

Enclosure: Standard Terms & Conditions as modified for Clifton Park



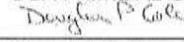
AGREED TO BY TOWN OF CLIFTON PARK:



Philip C. Barrett, Town Supervisor; Date

2/3/2023

AGREED TO BY KB GROUP OF NY, INC.
DBA PRIME AE GROUP OF NY:



Douglas P. Cole, P.E. – Senior Director of
Engineering – NY

2/1/2023





1. **General.** These Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between KB Group of NY, Inc. dba PRIME AE Group of NY (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. **Performance of Services.** PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors, subconsultants or vendors. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Terms & Conditions shall govern.

5. **Compensation.** Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees.

6. **Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will furnish insurance certificates to Client reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance. Client





will be named additional insured on all policies except Workers' Compensation and Professional Liability.

7. **Confidentiality.** PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. **Ownership of Documents.** All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. **Suspension of Services and Termination.** Either party may, at any time, suspend further services or terminate

this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

10. **Force Majeure.** Except for Client's obligation to pay for services rendered by PRIME AE, including those of its subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate



*meeting
5/1/2017*

Resolution No. 113 of 2017, a resolution awarding the contract for Transfer Station Hopper Repairs.

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

WHEREAS, the catwalks, decking and support structures for the refuse receiving hopper system at the Transfer Station was found to require repair and replacement, and

WHEREAS, the town published bid documents for the Transfer Station Hopper Repairs on March 30, 2017, and

WHEREAS, bids were opened on April 13, 2017, and

WHEREAS, R & B Construction, LLC submitted the lowest conforming bid, in the amount of \$44,125, and

WHEREAS, McDonald Engineering has checked references and found R & B Construction LLC qualified to perform the work for which they bid, and has recommended that the contract be awarded to R & B Construction LLC; now, therefore, be it

RESOLVED that the bid of R & B Construction LLC for the Town of Clifton Park Transfer Station Hopper Repair is accepted; and be it further

RESOLVED, that the Supervisor is authorized to sign a contract with R & B Construction LLC for the repairs, to be paid from A-8160-200 (Transfer Station-Equipment).

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

May 1, 2017

Patricia O'Donnell, Town Clerk



PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. **Mutual Waiver of Consequential Damages.** Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. **Services During Construction.** If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the

project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. **Certifications.** PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

14. **Reliance.** PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. **Opinion of Probable Costs.** When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market





conditions or contractors' methods of determining prices or performing the services.

16. **Limitation of Liability.** Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to \$1,000,000.

17. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. **Indemnification.** (a) With respect to non-professional services (general liability), the PRIME AE agrees to indemnify, defend and hold the Client and their respective partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of PRIME AE's employees, to the extent caused by the act, omission, or breach of contract of or by the PRIME AE, or its subconsultants, in providing the Services hereunder. (b) With respect to professional services (professional liability), the PRIME AE agrees to indemnify and hold the Client and their respective

directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily injury or death ("Damages"), including claims of PRIME AE's employees, to the proportionate extent caused by the negligent act, error, omission, or breach of contract of or by the PRIME AE, or its subconsultants, in providing the Services hereunder. PRIME AE's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by PRIME AE's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

19. **Precedence.** These Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

20. **Severability.** If any of these Terms & Conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

21. **Survival.** These Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

22. **Governing Law.** The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of New York without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

23. **Assignment.** No assignments by Client of this Agreement or of any monies due or to become due





KB Group of NY, Inc. dba PRIME AE Group of NY
Standard Terms & Conditions
Modified for Town of Clifton Park
Transfer Station Improvements Project
Engineering Services
Engineering Services Proposal (02.01.2023)

hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.



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**RESOLUTION
#12**

Resolution No. _____ of 2023, a resolution hiring a Part-time Dispatcher for the Town of Clifton Park Senior Van Department.

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

WHEREAS, an open position has occurred as a result of Cindy Zlogar's transfer from the part-time dispatcher position to the Town Attorney's office, and

WHEREAS, George Bradt, of Clifton Park has been recommended to fill the position; now, therefore, be it

RESOLVED, that George Bradt, of Clifton Park, be appointed to fill the position of Part-time Senior Van Dispatcher, at Grade 2, Step 1, to be paid \$18.83/hr. from A-6772-E4000 (General Fund-Community Support-Part-time laborers), effective March 16, 2023.

**RESOLUTION
#13**

Resolution No. _____ of 2023, a resolution authorizing short-term use of street sweeping services from Kingsbury Sweeping (formerly known as Evolution Construction Services) for use by the Highway Department.

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

WHEREAS, the Highway Superintendent has requested authorization to retain Kingsbury Sweeping for assistance with the 2023 spring street sweeping services program, since the Town's main sweeper was destroyed in the August 2021 White Building Fire, and

WHEREAS, the Highway Department has been notified that the new sweeper purchased by the Town in 2022 is delayed an estimated two fiscal quarters, and

WHEREAS, Kingsbury Sweeping performed similar work for the Department in 2022 with satisfactory results (as Evolution Construction Services), and has submitted the lowest conforming quote for the work; now, therefore, be it

RESOLVED, that the Highway Department is authorized to retain Kingsbury Sweeping for a period of two weeks for 2023 spring street sweeping services at a time to be determined, dependent on weather conditions, and issue a purchase order, in an amount not to exceed \$18,000 to be paid from DA-5110-009 (Highway Fund – General Construction – Equipment Rental).

Resolution No. 59 of 2022, a resolution authorizing short-term use of street sweeping services from Evolution Construction Services for use by the Highway Department.

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

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

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

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

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

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

ROLL CALL VOTE

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

Noes: None

DECLARED ADOPTED

February 28, 2022

Teresa Brobston, Town Clerk



DAHN S. BULL
SUPERINTENDENT OF HIGHWAYS

Sweeping Services Resolution

Synopsis:

Joe Johnson Equipment has informed us that the new sweeper that was purchased in 2022 will not be available until late 2023. This means an additional year of renting a sweeper will be necessary to complete our sweeping schedule. There are three local sweeping companies that can accommodate our needs. Kingsbury Sweeping, Canaday, and Joe Johnson Equipment. Other sweeping outfits are too far away and do not make financial sense with travel. Responses from the three companies are attached. Joe Johnson Equipment does not have any equipment for rent or for sweeping services leaving Kingsbury Sweeping and Canaday.

Extent of Work:

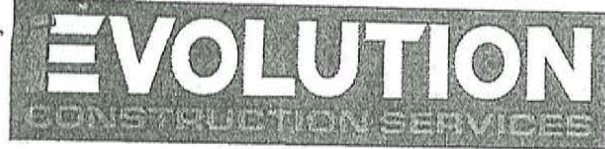
Work to be accomplished between April 3 through May 5. Accounting for weather, we are proposing 12 days of sweeping, with a total of 96 hours of work. Kingsbury Sweeping performed these processes for us last year and are familiar with the sweeping routes. The Highway Department will provide a driver and dump truck for the sweepings as well as a list of approved fire hydrants for water.

| | Kingsbury Sweeping | | Canaday | | Joe Johnson Equip | |
|--------------------------------|--------------------|--------------|-----------|--------------|-------------------|-------|
| | Rate | Total | Rate | Total | Rate | Total |
| Travel Time (per hour) | \$ 110.00 | \$ 1,320.00 | \$ 150.00 | \$ 2,700.00 | NA | NA |
| Monday through Friday Rental | \$ 170.00 | \$ 16,320.00 | \$ 190.00 | \$ 18,240.00 | NA | NA |
| Saturday through Sunday Rental | \$ 250.00 | flat rate | \$ 190.00 | flat rate | NA | NA |
| Fuel Charges | may apply | Fuel Onsite | may apply | Fuel Onsite | NA | NA |
| Total | Total | \$ 17,640.00 | Total | \$ 20,940.00 | Total | NA |

Conclusion:

We propose going with Kingsbury Sweeping this again this season as they are the lowest bid and have provided quality work for the town last season.

FILE COPY



Evolution Construction Services, LLC.
 10 Industrial Park Drive
 Mechanicville, NY 12118
 (518) 956-4407

INVOICE

INVOICE DATE 4/30/2022
INVOICE # 22-503-1

SOLD TO: Town of Clifton Park
 639 Clifton Park Center Road
 Clifton Park, NY 12065

| ACCOUNT # | PO # | SHIP VIA | DATE SHIPPED | TERMS | JOB NAME | PAGE |
|-----------|----------|----------|--------------|--------|-------------------------------|------|
| TOW120 | 7322-148 | | | Net 30 | Town of Clifton Park Sweeping | 1 |

| ITEM # | QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED |
|--------|----------|---|------------|------------|
| 1 | 1 | Sweeping April 6,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 2 | 1 | Sweeping April 11,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 3 | 1 | Sweeping April 12,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 4 | 1 | Sweeping April 13,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 5 | 1 | Sweeping April 14,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 6 | 1 | Sweeping April 15,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 7 | 1 | Sweeping April 18,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 8 | 1 | Sweeping April 25,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 9 | 1 | Sweeping April 26,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 10 | 1 | Sweeping April 27,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 11 | 1 | Sweeping April 28,2022 Sweeper and Operator Day Rate | 1,545.00 | 1,545.00 * |
| 12 | 0.5 | Sweeping April 28,2022 Sweeper and Operator Day Rate | 1,545.00 | 772.50 * |

* means item is non-taxable

TOTAL AMOUNT DUE 17,767.50



10 Industrial Park Drive
 MECHANICVILLE • NEW YORK • 12118
 (518) 956-4407
 www.kingsburysweeping.com



PROPOSAL #23-009

Proposal Submitted to:

Date: February 16, 2023

ATTN: Dahn Bull
 Client: Town of Clifton Park
 639 Clifton Park Center Rd
 Clifton Park, NY 12065
 Phone: 518-371-7310
 Email: dbull@cliftonpark.org

RE: 2023 sweeping rates

Kingsbury Sweeping, LLC is pleased to submit this proposal for Sweeping Services.

Sweeping Rates:

- Monday thru Friday (Non Rate Day) \$170.00 per hour
- Saturday and Sunday (Non Rate) \$250.00 per hour
- Travel time (billed in half (1/2) hour increments) \$110.00 per hour
- Fuel surcharges may apply

* Minimum of 4 onsite sweeping hours will be billed to all jobs (This does not include travel time rates)
 Dispatch: Ron Baisley 518-857-9206

PRICES ARE GOOD ONLY IF THE SIGNED QUOTE IS RECEIVED BY KINGSBURY SWEEPING SERVICES WITHIN 30 DAYS OF THE QUOTE DAY.

Due to marketplace fluctuations for petroleum products, all pricing on items quote will be subject to review at the time of services. Acceptance of this quote confirms agreement with pricing, conditions, and terms as specified herein.

A finance charge of 2.00% per month will apply to unpaid balances over term. In addition, if terms are not met as specified above, all purchases may be changed to COD, and prices on future purchases increased. Prices do not include tax. Prices are subject to applicable sales tax unless a valid tax-exempt certificate is on file prior to the first order.

Payment Terms: Net 30 Days

Accepted by (print) _____ Date _____

Signed _____



Phone: (518) 357-0403
Fax: (518) 357-0597
E-mail:
canadaysweepers@carvercompanies.com

Complete Parking Lot and Roadway Maintenance
• Shopping Centers • Parking Lots • Streets • Highways
• Airports • Construction Clean-Up • Sand-Gravel Removal
494 Western Turnpike, Altamont, New York 12009

SUBMITTED TO:

| |
|-----------------------|
| Town of Clifton Park |
| Highway Department |
| Attn: Dahn Bull |
| dbull@cliftonpark.org |
| 518-371-7310 |
| |

WORK TO BE PERFORMED AT:

| |
|----------------------------|
| Town of Clifton Park Roads |
| Sweeping Town Roads |
| Sweeper with Operator |

Date: 02/17/2023

Scope: Sweep various streets per attached list.

Price: \$190.00 per hour Port to Port (Non-Prevailing)
Prevailing Rate \$250.00 per hour sweeping on site, \$150.00 per hour port to port Travel

Terms:

- Proposal is valid for 30 days
- Sales tax is not included (tax exempt form required if taxes are not applicable)
- Hourly rates are billed port-to-port
- Payment terms: NET 30
- A Fuel Surcharge will be added

Respectfully submitted by: _____
Greta Benninger

Acceptance of Proposal

Signature approves proposal and additional terms

Signature _____ Title _____ Date _____

Upon approval, please sign, and fax to (518)357-0597
Work cannot be performed without a signed proposal
If work is tax exempt, please fax exempt form immediately.

Dahn Bull

From: James Ryan
Sent: Friday, February 17, 2023 9:12 AM
To: Dahn Bull
Subject: FW: Sweeper rental

Dahn,
I have contacted Joe Johnson equipment about a sweeper rental, and they are unavailable to accommodate our request!

James M Ryan
Highway Maintenance Supervisor
Town of Clifton Park Highway Department
639 Clifton Park Center Road
Clifton park, NY 12065
Phone (518)371-7310 Ext.247
Fax (518) 373-0039
Email: jryan@cliftonpark.org

From: Marc Koroll <mkoroll@jjei.com>
Sent: Friday, February 17, 2023 8:19 AM
To: James Ryan <JRyan@cliftonpark.org>
Subject: FW: Sweeper rental

Good morning James,

My name is Marc and I work as one of the Rental Advisors at Joe Johnson Equipment. Josh Barney forwarded me your sweeper rental request.

Unfortunately, we're not going to be able to accommodate your requested dates as we are completely booked. Unless we get some cancellations, we're not anticipating any available sweepers until mid-June..

Sorry for any inconvenience.

Thank you,

Marc Koroll
Rentals Advisor, USA

Joe Johnson Equipment | Clean Air. Clean Water. Clean Streets.
Subsidiary of Federal Signal Corporation
2521 Bowman Street, Innisfil, Ontario L9S 3V6
Cell: 705.627.1453 | Office: 249.388.2587
mkoroll@jjei.com | www.jjei.com

RESOLUTION

#14

Resolution No. _____ of 2023, a resolution hiring Jean Marks as a Part-time Animal Control Officer.

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

WHEREAS, an opening exists for a Part-time Animal Control Officer, and

WHEREAS, Terri Cook, Director of Animal Control, has recommended that Jean Marks be hired provisionally for the position, pending Civil Service Certification; now, therefore, be it

RESOLVED, that Jean Marks is hereby hired as a Part-time Animal Control Officer for the Town of Clifton Park at Grade 3, Step 1 (\$21.10 per hour) budgeted from A-3510-E4000 (General Fund-Animal Control Part-Time Employee), effective immediately.