

TOWN OF CLIFTON PARK TOWN BOARD MEETING

March 6, 2023

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



- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
 - **Resolutions for Consideration**
 - **Other Business**
- VII. **Open Public Privilege**

NOTE:

At this time, the Town Board meeting will be open to the public following CDC and New York State Guidelines for COVID-19. Please check www.cliftonpark.org for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

- VIII. **Adjournment**

Resolutions for Consideration
Clifton Park Town Board Meeting
March 6, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Planning	Approve an amendment to a Trails Grant Contract with Saratoga County	P. Barrett
2. Comptroller	Adopt the Seasonal Pay Matrices for Full & Half Day Summer Camps, Pools, and Golf Course employees	P. Barrett
3. Buildings & Grounds	Accept quote from Center for Security to install an upgrade to the existing five-door card access system at Town Hall	P. Barrett
4. Buildings & Grounds	Accept quote from James Grady for supply and installation of ten (10) 18-foot Norway Spruce trees at Clifton Common	P. Barrett
5. Supervisor	Authorize the Supervisor to sign an Intermunicipal Agreement with Saratoga County for single-stream recycling	P. Barrett
6. Highway Department	Authorize Burn Boot Camp to use Town roads for their 5k charity road race on June 4, 2023	D. Bull

Resolution 1

Resolution No. _____ of 2023, a resolution approving an amendment to a Trails Grant Contract with Saratoga County

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

WHEREAS, by resolution 36 of 2020, the Town Board authorized a Grant contract for support from the Saratoga County Open Space Grant fund for the acquisition of an Open space parcel at 10-12 Thoroughbred Way, which contract was executed on March 4, 2020, and

WHEREAS, the March 4, 2020 Grant Contract contained certain contingencies relative to two previous Grant Awards for projects that did not proceed, and

WHEREAS, The County of Saratoga and the Town Board wish to amend the March 4, 2020 Grant Contract by eliminating the contingencies relative to the earlier planned projects, and

WHEREAS, The Town Board hereby relinquishes Grant Awards for the two earlier projects as referenced in the amended Contract, attached, now therefore, be it

RESOLVED that The Supervisor is authorized to execute the Amended Grant Contract and related vouchers for the close out of the acquisition project at 10-12 Thoroughbred Way

Resolution No. 36 of 2020, a resolution approving a grant contract with the County of Saratoga to support the purchase of 10-12 Thoroughbred Way for trail connection

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

WHEREAS, by Resolution No. 258 of 2019, the Saratoga County Board of Supervisors approved the extension of a farmland and open space preservation grant to help support the town's purchase of land from the Clifton Park Water Authority for a trail connection between Mystic Lane and Thoroughbred Way in the Stony Creek Park District, and

WHEREAS, the Farmland and Open Space Preservation Grant will provide up to \$34,450 in funds toward the purchase and related acquisition costs necessary to advance the project, contingent upon the town expending an equal amount in total project costs, and

WHEREAS, the Town Board wishes to accept the grant contract and to approve the purchase of the property; now, therefore, be it

RESOLVED, that the Supervisor is authorized the sign the attached grant contract with the County of Saratoga.

ROLL CALL VOTE

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

Noes: None

Absent: Councilman Whalen

DECLARED ADOPTED

February 18, 2020

Teresa Brobston, Town Clerk

AMENDED AGREEMENT

Amendment #1 to Agreement Dated March 4, 2020.

BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation of the State of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY),

- 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, NY 12065, (TOWN);

RECITALS:

WHEREAS, the Saratoga County Farmland and Open Space Preservation Program was established for a matching fund grant program to purchase development or other rights or outright ownership of productive agriculture and open space land; and

WHEREAS, the 2019 Farmland and Open Space Grant award of \$34,450 to the Town of Clifton Park included the requirement for a 50% local match by the Town to match the County's grant award value. The estimated purchase price was \$62,000 per acre for the 1.03-acre open space/future park parcel (Tax Parcel #283.12-1-92) and the total project costs were valued at an estimated \$68,900; and

WHEREAS, Whereas, the Grant Contract memorializing the Grant funding and its acceptance by the Clifton park Town Board was executed on March 4, 2020, and is attached hereto as EXHIBIT A.

WHEREAS, the March 4, 2020, Grant Contract contained certain contingencies relative to two previously awarded Grants, from the Saratoga County Open Space Grant project and The Saratoga County Trails Grant Project, identified as was contingent upon the Town of Clifton Park:

1. A 2015 Open Space Grant Project award for \$50,000, as the project was determined to be no longer feasible, and,
2. A 2015 Saratoga County Trails Grant project, with a county award value of \$12,500, prior to the Town of Clifton Park seeking reimbursement for the 2019 Farmland and Open Space Grant with county award valued at \$34,450; and

WHEREAS, The Town Has determined not to proceed with projects associated with the earlier Grant Awards, and wishes to relinquish funding awards associated with both projects, and

WHEREAS, both TOWN and COUNTY therefore desire to amend the Agreement dated March 4, 2020, accordingly, and

3. WHEREAS, THE Town closed on a 1.03-acre open space acquisition which is the subject of the March 4, 2020 Grant Contract, for property at 10-12 Thoroughbred Way, (Tax Parcel #283.12-1-92) on May 12, 2020 (Deed Book 2020; Deed Page 16446), and the

Town of Clifton Park now owns fee simple the 1.03-acre parcel and it is available to the public.

NOW, THEREFORE, the parties agree as follows:

1. The Saratoga County Board of Supervisors has awarded to the TOWN the sum of up to \$34,450, towards the Thoroughbred Way property upon the condition that the TOWN contribute no less than a 50% match value of actual costs to serve as a local match towards a total project cost estimated at \$68,900.
2. The TOWN hereby relinquishes its 2015 Saratoga County Open Space Grant in the amount of \$50,000.
3. The TOWN hereby relinquishes its 2015 Saratoga County Trails Grant in the amount of \$12,500.
4. Upon receipt of the TOWN'S duly executed COUNTY voucher, the COUNTY will issue its check payable to the TOWN up to the amount of \$34,450, or at least 50% of the value of the actual project costs, as set forth in its grant application for Farmland/Open Space Program Funding.
5. This Agreement constitutes the full understanding of the parties and is intended to supersede and replace the Agreement between the parties dated March 4, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this ____ day of _____, 2023.

APPROVED AS TO
FORM AND CONTENT:

COUNTY OF SARATOGA

By: _____
County Attorney

By: _____
Theodore T. Kusnierz, Jr., Chair
Board of Supervisors
Pursuant to Resolution: 307-2022

Date: _____

Date: _____

TOWN OF CLIFTON PARK

By: _____
Philip C. Barrett
Town Supervisor

Date: _____

RESOLUTION

#2

Resolution No. _____ of 2023, a resolution approving the 2023 salary matrices for Summer Recreation employees.

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

WHEREAS, the Supervisor has requested that rates of pay be adopted for 2023 Summer Recreation Staff Matrices per Schedule A (Day Camps), Schedule B (Pool, Lifeguard & WSI), and Schedule C (Golf Course), and

WHEREAS, the Supervisor wishes to increase the pay rate for hourly workers to align with the increase in minimum wage and to increase the pay rate for salaried workers at a rate of 5% over the previous year; now therefore be it

RESOLVED, that the Town Board hereby adopts the 2023 Salary Matrices for Summer Recreation Employees staff per Schedules A, B and C (attached).

Schedule A

TOWN OF CLIFTON PARK
SUMMER RECREATION - 2023

DAY CAMP SALARIES AND HOURLY RATES

STEP	FULL DAY REC DIR. (per week)	FULL DAY REC SPEC & ASST DIR (per week)	1/2 DAY REC DIR. (per week)	1/2 DAY REC SPEC. (per week)	AQUATICS DIR. (per hour)	COUNSELOR (per hour)
1	\$ 1,443	\$ 715	\$ 722	\$ 358	\$ 23.45	\$ 14.20
2	\$ 1,505	\$ 733	\$ 753	\$ 367	\$ 23.95	\$ 14.20
3	\$ 1,546	\$ 750	\$ 773	\$ 375	\$ 24.45	\$ 14.45
4	\$ 1,589	\$ 770	\$ 795	\$ 385	\$ 24.95	\$ 14.70
5	\$ 1,632	\$ 790	\$ 816	\$ 395	\$ 25.45	\$ 14.95
6	\$ 1,673	\$ 811	\$ 837	\$ 406	\$ 25.95	\$ 15.20
7	\$ 1,722	\$ 832	\$ 861	\$ 416	\$ 26.45	\$ 15.45
8	\$ 1,772	\$ 854	\$ 886	\$ 427	\$ 26.95	\$ 15.70
9	\$ 1,822	\$ 875	\$ 911	\$ 438	\$ 27.45	\$ 15.95
10	\$ 1,874	\$ 900	\$ 937	\$ 450	\$ 27.95	\$ 16.20
11	\$ 1,926	\$ 921	\$ 963	\$ 461	\$ 28.45	\$ 16.45
12	\$ 1,979	\$ 945	\$ 990	\$ 473	\$ 28.95	\$ 16.70
13	\$ 2,034	\$ 971	\$ 1,017	\$ 486	\$ 29.45	\$ 16.95
14	\$ 2,093	\$ 992	\$ 1,047	\$ 496	\$ 29.95	\$ 17.20
15	\$ 2,150	\$ 1,019	\$ 1,075	\$ 510	\$ 30.45	\$ 17.45
16	\$ 2,217	\$ 1,049	\$ 1,109	\$ 525	\$ 30.95	\$ 17.70
17	\$ 2,282	\$ 1,080	\$ 1,141	\$ 540	\$ 31.45	\$ 17.95

Schedule B

TOWN OF CLIFTON PARK
SUMMER RECREATION - 2023

Pool, Lifeguard & WSI

STEP	Swim Lesson Director (per season)	Asst. Swim Lesson Dir. (per hour)	Water Safety Instructor (per hour)	Head Lifeguard (per hour)	Lifeguard (per hour)	Pool Director (per hour)	Pool Manager (per hour)
1	\$ 4,175	\$ 23.75	\$ 16.60	\$ 14.95	\$ 14.50	\$ 27.75	\$ 23.75
2	\$ 4,300	\$ 24.25	\$ 16.85	\$ 15.20	\$ 14.50	\$ 28.25	\$ 24.25
3	\$ 4,429	\$ 24.75	\$ 17.10	\$ 15.45	\$ 14.75	\$ 28.75	\$ 24.75
4	\$ 4,562	\$ 25.25	\$ 17.35	\$ 15.70	\$ 15.00	\$ 29.25	\$ 25.25
5	\$ 4,699	\$ 25.75	\$ 17.60	\$ 15.95	\$ 15.25	\$ 29.75	\$ 25.75
6	\$ 4,840	\$ 26.25	\$ 17.85	\$ 16.20	\$ 15.50	\$ 30.25	\$ 26.25
7	\$ 4,985	\$ 26.75	\$ 18.10	\$ 16.45	\$ 15.75	\$ 30.75	\$ 26.75
8	\$ 5,135	\$ 27.25	\$ 18.35	\$ 16.70	\$ 16.00	\$ 31.25	\$ 27.25
9	\$ 5,289	\$ 27.75	\$ 18.60	\$ 16.95	\$ 16.25	\$ 31.75	\$ 27.75
10	\$ 5,448	\$ 28.25	\$ 18.85	\$ 17.20	\$ 16.50	\$ 32.25	\$ 28.25
11	\$ 5,611	\$ 28.75	\$ 19.10	\$ 17.45	\$ 16.75	\$ 32.75	\$ 28.75
12	\$ 5,779	\$ 29.25	\$ 19.35	\$ 17.70	\$ 17.00	\$ 33.25	\$ 29.25
13	\$ 5,952	\$ 29.75	\$ 19.60	\$ 17.95	\$ 17.25	\$ 33.75	\$ 29.75
14	\$ 6,131	\$ 30.25	\$ 19.85	\$ 18.20	\$ 17.50	\$ 34.25	\$ 30.25
15	\$ 6,315	\$ 30.75	\$ 20.10	\$ 18.45	\$ 17.75	\$ 34.75	\$ 30.75
16	\$ 6,504	\$ 31.25	\$ 20.35	\$ 18.70	\$ 18.00	\$ 35.25	\$ 31.25
17	\$ 6,699	\$ 31.75	\$ 20.60	\$ 18.95	\$ 18.25	\$ 35.75	\$ 31.75

Schedule C

TOWN OF CLIFTON PARK
SUMMER RECREATION - 2023

GOLF COURSE

<u>Step</u>	<u>Attendant</u>	<u>Supervisor</u>
1	14.20	16.80
2	14.45	17.05
3	14.70	17.30
4	14.95	17.55
5	15.20	17.80
6	15.45	18.05
7	15.70	18.30
8	15.95	18.55
9	16.20	18.80
10	16.45	19.05
11	16.70	19.30
12	16.95	19.55

RESOLUTION

#3

Resolution No. _____ of 2023, a resolution awarding the bid to Center for Security to install an upgrade to the existing Town Hall electric lock system.

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

WHEREAS, Dan Clemens, Director of Buildings, Parks and Recreation, recommends an upgrade to the existing Town Hall building five-door card access system, and

WHEREAS, Mr. Clemens also recommends accepting the quote submitted by Center for Security as they installed and have maintained the current system, and

WHEREAS, there are funds available in Budget Line A-1620-200; now, therefore, be it

RESOLVED, that the Supervisor is hereby authorized to enter into an agreement with Center for Security to install an upgrade to the existing Town Hall electric lock system, at a cost not to exceed \$10,000, to be paid from A-1620-200 (General Fund-Town Hall Operations-Equipment).

Center For Security

Tom Walsh - Scott Hogan

1659 Route 9

Clifton Park, New York 12065

518-274-0046 518-383-5329

Fax: 518-383-5219

www.centerforsecurity.com

February 7, 2023

Town of Clifton Park

Enclosed herein, please find a quotation for Center for Security to upgrade the existing five door card access system to Keri Doors.Net. All controllers along with readers will be upgraded. Existing electric strikes, maglocks and wires will be used.

5- NXT Readers
3- Two Door Controllers
1- Power Supply
Prevailing Labor to Install
Gas Surcharge
Service Call to Location

Total \$9,720.00

Add Tax if Applicable

Fobs Cost \$11.50 each

We require a 50% down payment upon acceptance of quotation and balance in full is due at time of completion of work. Should you have any questions, please feel free to contact our office at any time. We look forward to hearing from you at your earliest convenience.

Estimated by:

Please sign and fax to 383-5219 upon acceptance of quotation.

Signature



Date

2-16-23

Pricing valid for 30 days.

Cynthia, Zlogar

From: Tom McCarthy
Sent: Thursday, February 23, 2023 4:38 PM
To: Cynthia, Zlogar
Subject: FW: resolution needed?
Attachments: CFS electric lock system upgrade signed 2.21.23.pdf

Can you place a resolution on the agenda for march 6 to approve these upgrades to the town's security system for TH?

For procurement, say that the Center for Security has installed the existing system and this is an upgrade to the existing contract — (Sole Source)
Thanks.

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Tuesday, February 21, 2023 9:56 AM
To: Tom McCarthy <TMcCarthy@cliftonpark.org>
Subject: resolution needed?

Tom,
Attached is a proposal for the town hall electronic lock system upgrade signed by the Supervisor. It is over \$5k, does it need a resolution or is it like engineering, a professional service? Center For Security installed the current system and maintains it.

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

RESOLUTION
4

Resolution No. _____ of 2023, a resolution awarding a contract for landscape work at the Clifton Common.

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

WHEREAS, quotes were received by Dan Clemens, Director of Buildings, Parks & Recreation for landscape work at the Clifton Common, and

WHEREAS, the lowest conforming quote for the landscaping services was submitted by James Grady, and

WHEREAS, James Grady has proposed to supply and install ten (10) 18-foot Norway Spruce trees in Clifton Common at a cost not to exceed \$20,000; now, therefore be it

RESOLVED, that Dan Clemens is authorized to retain James Grady for landscape work at the Clifton Common at a cost not to exceed \$20,000 to be paid with a transfer from A-00913 (Committed Fund Balance) to A-07112-00200 (General Fund-Clifton Common- Equipment).



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 transplanting of trees located at The Clifton Common Vischer Ferry Road Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Dig out tree #1 and #2, approximately 25–30 foot spruce trees, located between the Arena and Senior Center on Clifton Common.

Move them out front and replant them.

Supply all equipment, soil, fertilizer, stakes etc. needed for the job.

Fill holes that trees are removed from, rake out topsoil.

Contractor is responsible for getting underground utility locations.

Please provide additional quote for moving of optional tree #3 located on the other side of the Arena as well, total of 3 trees moved out front.

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

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: February 10, 2023

Description: Relocate 2 large evergreen trees from next to the arena to out front of the common. Optional third tree.

Option of brand new trees purchased and installed also submitted by some of the contractors, stating would be less expensive to do that

Vendor #1: Stoltz Creations - \$5,650.00 per tree to relocate

Vendor #2: Davey Tree - Does not relocate trees

Vendor #3: James Grady - \$5,000.00 per tree to relocate
\$2,000.00 per tree to supply and install 18 foot Norway Spruce

\$ 20,000
total

Vendor #4: Northern Nurseries - \$3,500.00 per tree to relocate
\$6,500.00 per tree to supply and install approx 20 foot spruce

Vendor #5: Clover Meadow Farm - \$16,832.88 to supply and install
(2) 22ft. Norway spruce. Third tree for additional \$6,893.20

Vendor #6:

Comments: will plant 10 new Norway Spruce trees @ \$2k each
9 trees planted out front and one along north side of soccer to replace
a dead tree that was removed during the fence installation.

Decision: James Grady - \$20,000.00

Dan Clemens

From: Anthony Stoltzfus <stoltzcreations@gmail.com>
Sent: Wednesday, January 11, 2023 5:23 PM
To: Dan Clemens
Subject: Tree transplanting quote,

Good evening, I got a quote together for the transplanting. If you want to do any of the work I have planned or provide the equipment for any of it let me know and we can work something out. It is going to be a super heavy root ball and will require something decent sized to move it.

It may be cheaper to buy a tree close to that size than actually move this one.

Also please keep us in mind for any tree removal/brush removal needs you may have in the future!

Quote to move 1 tree from the corner of the arena to the strip between the road and the soccer field.

Includes,

Labour
Equipment
Fertilizer
Water bag (unless there is sufficient irrigation)
Tree stakes and fasteners

Steps,

1. Digging out the root ball, due to the proximity to the building and power line it will be done by hand with the help of a small backhoe.
2. Digging of the hole for the tree to go into.
3. Moving the tree with either a large skid-steer or a lift.
4. Reseeding the area the tree came from, around where it was planted and any places we tore up or rutted the grass.
5. Fertilizing/ mulching and watering the tree.

Terms,

50% at signing of the contract and 50% upon completion.

Total cost \$5,650

Thanks for considering our services!
Anthony Stoltzfus
717-507-9982

Dan Clemens

From: Regan, Cardona
Sent: Friday, January 13, 2023 11:28 AM
To: Dan Clemens
Subject: Davey Tree

They don't have a tree spade. Don't do transplants.

Regan Cardona
Town of Clifton Park
Buildings & Grounds
518-371-6651 ext 251

Dan Clemens

From: James Grady <jgrady@nycap.rr.com>
Sent: Monday, February 13, 2023 8:48 AM
To: Dan Clemens
Subject: Re: quote please

We have a good inventory as we typically plant 200-300 trees per year. I have 2,500 Norway Spruce on my farm that we started in 1988

Sent from my iPhone

On Feb 13, 2023, at 8:18 AM, Dan Clemens <DClemens@cliftonpark.org> wrote:

I received your voice mail as well, thank you. We may want to plant 8 trees, can you get that many?

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

From: James Grady <jgrady@nycap.rr.com>
Sent: Friday, February 10, 2023 3:35 PM
To: Dan Clemens <DClemens@cliftonpark.org>
Subject: Re: quote please

James E Grady
28 Vagele lane
Glenmont NY
12077

Sent from my iPhone

On Feb 10, 2023, at 11:29 AM, Dan Clemens <DClemens@cliftonpark.org> wrote:

Ok, great. Do you have a business name or do you just go by your name?

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

From: James Grady <jgrady@nycap.rr.com>
Sent: Friday, February 10, 2023 11:27 AM
To: Dan Clemens <DClemens@cliftonpark.org>
Subject: Re: quote please

Installed and mulched in and guaranteed for 1 year. Any tree that fails to survive will be replaced free of charge

Sent from my iPhone

On Feb 10, 2023, at 10:31 AM, Dan Clemens
<DClemens@cliftonpark.org> wrote:

I would like to confirm that the 2k per tree is supply and installation please.

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

From: James Grady <jgrady@nycap.rr.com>
Sent: Tuesday, January 17, 2023 9:56 AM
To: Dan Clemens <DClemens@cliftonpark.org>
Subject: Re: quote please

It would be 5k per tree to relocate the two spruce on site. I could sell you 18ft Norway Spruce trees installed for 2k per tree.

Sent from my iPhone

On Jan 13, 2023, at 10:40 AM, Dan Clemens
<DClemens@cliftonpark.org> wrote:

Please see attached Request For Proposal and photos for moving 2 or 3 large evergreen trees.

Clover Meadow Farm LLC

92 Hubbs road
Ballston Lake, NY 12019 US
cmenterprise1@gmail.com

Estimate

ADDRESS
Town Of Clifton Park
1 Town Hall Plaza
Clifton Park, NY 12065

ESTIMATE 11020
DATE 02/01/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
other	Install 2 22' tall Norway spruce trees in a area clear from tree stumps and utilities. This estimate is for the coordination and purchase/delivery/ install with the exception of moving the tree into the hole. This estimate is under the assumption TOCP will move the 90" wide +/- root ball from the tractor trailer to the hole. Once the tractor trailer arrives we have 90 minutes to unload it without further charge being incurred. Trees will be similar to the one provided in the picture in he email.	1	16,832.88	16,832.88T
other	additional tree installed at the same time 22' tall (Norway spruce)	1	6,893.20	6,893.20T

SUBTOTAL	23,726.08
TAX	0.00
TOTAL	\$23,726.08

Accepted By

Accepted Date

**RESOLUTION
#5**

Resolution No. _____ of 2023, a resolution to authorize the Supervisor to sign an Inter-Municipal Agreement with the County of Saratoga for single stream recycling at the recycling facility at the Town of Clifton Park Transfer Station.

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

WHEREAS, Resolution 318 of 2014, approved the Inter-Municipal Agreement with the County of Saratoga, for single stream recycling at the Town of Clifton Park Transfer Station, and

WHEREAS, the Town Board wishes that the program for single stream recycling be continued between the County and Town, and

WHEREAS, both County and Town desire to formalize the continued agreement for services provided for the 2-year term of January 1, 2023 through December 31, 2024, and

WHEREAS, the attached proposed agreement has been adjusted to reflect the dates of this 2-year term; now, therefore, be it

RESOLVED, that the Supervisor is authorized to sign an Intermunicipal Agreement with Saratoga County for recycling services between January 1, 2023 and December 31, 2024.

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2023.

BY AND BETWEEN

THE 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 (hereinafter referred to as “County”)

-and-

THE TOWN OF CLIFTON PARK, a municipal corporation duly organized under the laws of the State of New York, with a principal office at One Town Hall Plaza, Clifton Park, New York, 12065 (hereinafter referred to as “Town”)

WITNESSETH:

WHEREAS, the County and Town entered into an agreement dated January 20, 2015, later amended by agreement dated March 23, 2015, whereby Town agreed to assume responsibility for the management of the collection of single-stream recyclables at the County’s Recycling Center (hereinafter “Recycling Center”) located at the Town’s Waste Transfer Station at 217 Vischer Ferry Road, Rexford, New York, for the term commencing March 3, 2015 and terminating on December 31, 2016; and

WHEREAS, the County and the Town entered into a renewal agreement for an additional term of two (2) years from January 1, 2017 through December 31, 2018, at an annual rate and cost to the County of \$35,000, upon the condition that the Town utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the County and the Town entered into a second renewal agreement for an additional term of one (1) year from January 1, 2019 through December 31, 2019, at an annual rate and cost to the County of \$35,000, upon the condition that the Town utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, the County and the town entered into a third renewal agreement for an additional term of one (1) year from January 1, 2020 through December 31, 2020, at an annual rate and cost to the County of \$35,000, upon the condition that the Town utilize said monies paid by the County for solid waste and/or recycling purposes; and

WHEREAS, pursuant to Resolution 19-2021, this Board authorized the most recent renewal of the intermunicipal agreements with the County, the Towns of Clifton Park, Corinth and Moreau, and the City of Saratoga Springs for an additional term of two (2) years from January 1, 2021 through December 31, 2022 at an annual rate and cost to the County of \$35,000

per municipality, upon the condition that the Towns and the City utilize said monies paid by the County for solid waste and/or recycling purposes; upon the same terms and conditions as set forth in their agreements for 2020, with an option to renew for an additional two 2-year terms upon the agreement of all parties;

WHEREAS, the Town is agreeable to continuing its management of the collection of single-stream recyclables at the Recycling Center in the Town of Clifton Park upon terms and conditions mutually agreeable to the County and the Town: and

WHEREAS, the County and Town wish to formalize their mutual understanding regarding the Town continuing its oversight of the collection of recyclables at the Recycling Center for the term January 1, 2022 through December 31, 2024;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, County and Town hereby agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence and take effect on January 1, 2023, and shall continue through December 31, 2024. The Agreement shall be subject to renewal for one (1) additional term of two (2) years each upon the written mutual agreement of all parties.
2. SINGLE-STREAM RECYCLING. The County shall continue to promote, support and facilitate single-stream recycling at the Recycling Center during the term of this Agreement.
3. COLLECTION AND REMOVAL OF RECYCLABLES AND SCRAP METAL. The County shall retain the services of a private waste hauler to collect, remove and transport single-stream recyclable materials and scrap metal from the Recycling Center during the term of this Agreement. The County's contract with the waste hauler selected shall require the waste hauler to be responsible for the placement of appropriate containers for the receipt of single-stream recyclable materials and a separate container or containers for the receipt of scrap metal at the Recycling Center. In addition, the County's contract with the waste hauler will require the waste hauler to cover all single stream loads collected with a tarp, and to collect and remove any litter or debris on site, prior to leaving the Recycling Center. In light of the aforesaid services to be provided by the County's chosen waste hauler, the County will not maintain a County employee on-site at the Recycling Center to oversee the collection, removal and transportation of recyclable materials from the Recycling Center. The County shall be solely responsible for the costs associated with County's contract with said private waste hauler.
4. TOWN'S MANAGEMENT OF COLLECTION OF RECYCLABLES. While the County will retain primary responsibility for the collection, removal and transportation of recyclable materials from the Recycling Center through its contract with a private waste hauler who shall be performing said services, the Town shall perform all on-site management and oversight of the collection of recyclable materials and scrap metals. The Town shall employ sufficient personnel at the Recycling Center to properly manage the collection and removal of all recyclables, during scheduled operating hours. The Town shall be responsible for maintenance of the Recycling Center site, including, but not limited to, building maintenance and repairs, mowing, snow removal, and pavement maintenance. In the event that a recycling bin or bins becomes full and the removal of recyclables is required in

advance of a previously scheduled pickup of recyclables, the Town shall notify the County of the need for an earlier pickup, and the County shall arrange for such earlier pickup with the private waste hauler retained by the County.

5. COUNTY PAYMENTS TO TOWN. For the Town's on-site management and oversight of the collection and removal of recyclable materials and scrap metal from the Recycling Center, the County shall pay the Town an annual sum of Thirty-Five Thousand Dollars (\$35,000.00) for services rendered in 2023 and 2024, payable on April 15th of each year, upon the submission by the Town to the County of a properly executed County voucher. The Town agrees to and shall utilize said sum for solid waste and/or recycling purposes, including, but not limited to, the payment of Town's staffing costs at the Recycling Center, and the implementation of on-site improvements intended to facilitate the collection, removal and transportation of recyclable materials and scrap metals. In the event Town terminates this Agreement as provided in Section 24 herein, Town shall refund to County a proportionate amount of the annual Thirty-Five Thousand Dollar (\$35,000) payment, covering the period for which no services were rendered from the termination date through December 31st of that year.
6. RECYCLABLE MATERIALS. The County's Commissioner of Public Works shall provide the Town with a list of materials that may be accepted for recycling under the recycling provisions of the County's Local Law No. 1 of 1988, as amended.
7. REGULATORY REPORTING. The County shall continue to be responsible for all required regulatory reporting to the New York State Department of Conservation (DEC) relative to the collection, removal and transportation of recyclable materials. The Town shall cooperate with County's requests for information needed to comply with regulatory reporting to DEC.
8. INVENTORY OF RECYCLABLE MATERIALS. The County will provide the Town with appropriate standard forms for the inventory of all materials received for recycling at the Recycling Center. The Town shall utilize the forms provided by County to maintain an accurate monthly inventory of all recyclable materials received. The Town shall submit completed inventory forms to County by the 10th day of each month for the recyclables received during the prior month.
9. ADDITIONAL COSTS BORNE BY COUNTY. The County shall pay for the cost of the proper removal and disposition of coolant-containing appliances. The County shall also pay for the proper disposition of automotive batteries and propane cylinders. In the case of large coolant-containing appliances, such as refrigerators and freezers, the coolant will be removed from the appliance by a contractor retained by County, and the appliance will be placed in the scrap metal bin for removal by the private waste hauler retained by County. Town personnel will be responsible for overseeing the process of removing and disposing of coolant-containing appliances.
10. ADDITIONAL COSTS BORNE BY TOWN. The Town shall be responsible for the costs of maintaining electricity and phone service to the Recycling Center site. In addition, the Town shall be responsible for the costs of furnishing portable toilet facilities at the Recycling Center site in the event the Town elects to continue the provision of toileting facilities at the site.

11. REVENUE FROM SALE OF RECYCLABLES. The County shall receive all revenue derived from the sale of single-stream recyclables, scrap metals and all other recyclables collected at the Recycling Center.
12. FREE RECYCLING FOR COUNTY RESIDENTS. County and Town agree that there shall be no County or Town charges or fees imposed on Saratoga County residents depositing recyclable materials at the Recycling Center.
13. PERMITS. The County shall maintain any and all necessary governmental permits or approvals needed to manage and oversee the collection and removal of recyclables from the Recycling Center.
14. COMPLIANCE WITH LAWS. The County and Town shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The County and Town agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.
15. RETENTION OF RECORDS. The County and Town agree to maintain and have available for audit such records as may be required by the County, the Town, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.
16. DEFENSE AND INDEMNIFICATION. The County shall defend, protect, indemnify and hold harmless the Town, its officers, directors and employees from and against any and all claims, demands or causes of action for injury or death to person or damage to property, (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising out of or resulting from any negligent or wrongful acts, errors, omissions, negligence, incompetence, malfeasance or misfeasance by the County, its employees or agents in the performance of County's obligations under this Agreement.

The Town shall defend, protect, indemnify and hold harmless the County, its officers, directors and employees from and against any and all claims, demands or causes of action for injury or death to person or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising out of or resulting from any negligent or wrongful acts, errors or omissions, negligence, incompetence, malfeasance or misfeasance by the Town, its employees or agents in the performance of the Town's obligations under this Agreement.

The County and Town shall notify each other in writing within ten (10) days of any such claims or demands and shall cooperate in the defense of any such actions.
17. INSURANCE. At all times during the term of this Agreement, County and Town shall maintain, at their own expense, the following insurance and shall provide proof thereof to each other, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- (a) Statutory Workers' Compensation coverage in compliance with the Workers' Compensation Law of the State of New York.
- (b) General Liability coverage in the comprehensive or commercial general liability form in the amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County shall list the Town, and the Town shall list the County, as an additional insured on their respective policies.
- (c) Automobile liability insurance coverage for all owned, leased or non-owned vehicles in the amount of \$1,000,000 per occurrence. This insurance shall include coverage for bodily injury and property damage. The County shall list the Town, and the Town shall list the County, as an additional insured on their respective policies.

The certificate of insurance provided by the Town to the County shall list the "County of Saratoga", 40 McMaster Street, Ballston Spa, New York 12020, as certificate holder. The certificate of insurance provided by the County to the Town shall list the "Town of Clifton Park, One Town Hall Plaza, Clifton Park, New York, 12065" as certificate holder. The Town's certificate of insurance must be approved by the Saratoga County Attorney, and the County's certificate of insurance must be approved by Clifton Park Town Attorney, prior to the commencement of the provision of services pursuant to this Agreement.

In the event any policy furnished or carried pursuant to this Agreement is scheduled to expire on a date prior to the expiration of the term of the Agreement, the party whose policy is due to expire shall deliver to the other party a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, together with proof of payment of all premiums due thereon.

In the event a party hereto receives notice of cancellation of its insurance required pursuant to this Agreement (the "affected party"), the affected party shall immediately provide the non-affected party with written notice of such cancellation by no later than the next business day of the non-affected party. The affected party shall provide the non-affected party with proof of replacement insurance coverage satisfying the requirements set forth in this Agreement within two (2) business days of the affected party's receipt of said notice of cancellation. Failure of the affected party to maintain the required insurance shall constitute a breach of this Agreement, and the Agreement shall terminate on the date of cancellation of the affected party's insurance.

All policies of insurance required pursuant to this Agreement shall be underwritten by companies authorized to do business in the State of New York, and shall be primary insurance and not contributory insurance. County and Town shall be solely responsible for any deductible losses under their respective policies. Proof of additional insured coverage shall be evidenced through an additional insured endorsement rider provided by the insurance carrier.

Any failure by County or Town to comply with the insurance requirements of this Agreement in a timely manner shall constitute a breach of this Agreement, and the non-

defaulting party may, at its option, terminate this Agreement upon ten (10) days written notice to the defaulting party. The defaulting party shall have two (2) business days following receipt of such written notice to cure its default.

The insurance required herein is not, and shall not be, construed as a limitation upon either party's obligation to indemnify the other.

18. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

- (a) Non-payment. The failure by the County to make any of the payments required pursuant to this Agreement when due.
- (b) Failure to Perform. The failure of the Town to provide the management and oversight services of the collection and removal of recyclable materials required pursuant to this Agreement.
- (c) Other Failure to Perform. The failure by either County or Town to perform and/or comply with any term, covenant or condition required under this Agreement.

19. REMEDIES. In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damage for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and thirty (30) days have elapsed since receipt of such notice, and the defaulting party has not proceeded diligently to cure such default. Any default by a party in providing the insurance required pursuant to this Agreement shall be subject to the remedies and requirements set forth in Paragraph 17 herein.

20. NOTICES. Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by United States registered, certified or express mail, return receipt requested, postage pre-paid, or by overnight courier with delivery charge paid, addressed to the party or other entity to be notified as follows:

To the County: Commissioner of Public Works
3654 Galway Road
Ballston Spa, New York 12020

With a copy to: Saratoga County Attorney
40 McMaster Street
Ballston Spa, New York 12020

To the Town: Phil Barrett, Supervisor
One Town Hall Plaza
Clifton Park, New York, 12065

With a copy to: Clifton Park Town Attorney
One Town Hall Plaza
Clifton Park, New York, 12065

The parties may designate such other addresses as they may from time to time choose, provided they advise the other party in writing of such change.

21. APPLICABLE LAW. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.
22. WAIVER. The failure of either party to insist on the strict performance of any term or provision hereof shall not be deemed a waiver of any subsequent breach.
23. MODIFICATION. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.
24. TERMINATION. Either County or Town may terminate this Agreement without cost or penalty upon 180 days written notice to the other at the address set forth in Paragraph 20 herein.
25. SEVERABILITY. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.
26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

APPROVED AS TO FORM AND CONTENT

COUNTY OF SARATOGA

Saratoga County Attorney

By: _____
Theodore T. Kusnierz, Jr., Chairman
Saratoga County Board of Supervisors
Pursuant to Resolution 19-2021

APPROVED AS TO FORM AND CONTENT

TOWN OF CLIFTON PARK

Clifton Park Town Attorney

By: _____
Phil Barrett, Supervisor
Pursuant to Resolution _____

RESOLUTION
6

Resolution No. _____ of 2023, a resolution authorizing Burn Boot Camp to use Town roadways for their charity road race 5k, on June 4, 2023.

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

WHEREAS, Burn Boot Camp has requested the use of the Town of Clifton Park roadways as specified in the attachment hereto, for the purpose of holding a 5k charity road race on Sunday, June 4, 2023 from 10:00 AM until the last participant completes the course, and

WHEREAS, the event sponsors have coordinated with the Town's Highway Superintendent for the safe use of Town roads; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes Burn Boot Camp to use Town roadways as specified in the attachment hereto, June 4, 2023, at 10:00 AM, for the purpose of holding a 5k charity road race to benefit Poland Syndrome, and be it further

RESOLVED, that this approval is expressly conditioned upon receipt prior to May 4, 2023, in the Office of the Highway Superintendent of an insurance certificate in the amount of \$1,000,000 naming the Town of Clifton Park as an additional insured; and be it further

RESOLVED, that this approval is expressly conditioned upon the roads not being closed but employees of Burn Boot Camp are permitted to temporarily stop traffic at each end of the course in the event both a vehicle and race participant arrive at the same time.

From: [Christina Peck](#)
To: [Christina Peck](#)
Subject: PSA 5K Run/Bike/Camp to Race
Date: Mon, Mar 3, 2023 12:23 PM

Hey Chris, here's the word doc.



PSA | POLAND SYNDROME AWARENESS

presented by

burn boot camp

in honor of Nicholas Green

WHAT IS POLAND SYNDROME?

Poland syndrome is a disorder in which affected individuals are born with missing or underdeveloped muscles on one side of the body, resulting in abnormalities that can affect the chest, shoulder, arm, and hand. The extent and severity of the abnormalities vary among affected individuals. People with Poland syndrome are typically missing part of one of the major chest muscles, called the pectoralis major. In most affected individuals, the missing part is the large section of the muscle that normally runs from the upper arm to the breastbone (sternum). The abnormal pectoralis major muscle may cause the chest to appear concave. In some cases, additional muscles on the affected side of the torso, including muscles in the chest wall, side, and shoulder, may be missing or underdeveloped. In severe cases of Poland syndrome, the spine can be fused or malformed. This can lead to thoracic deformations and respiratory challenges. Certain bone defects could be present in people with Poland syndrome. This includes an underdeveloped or absent portion of ribs and cartilage where the ribs attach to the sternum.

EVENT DETAILS



JUNE 4

two thousand twenty three



10AM: Registration

10:30AM: Kid's 200 Meter Dash

11AM: 5k run [or] 1 mile walk

12PM: Celebrate with everyone (there will be a food truck and cocktails to purchase as well as a 50/50 raffle)



YANKEE DISTILLERS

5 Fairchild Square,
Clifton Park, NY 12065

HELP US RAISE AWARENESS

PSA5K.COM

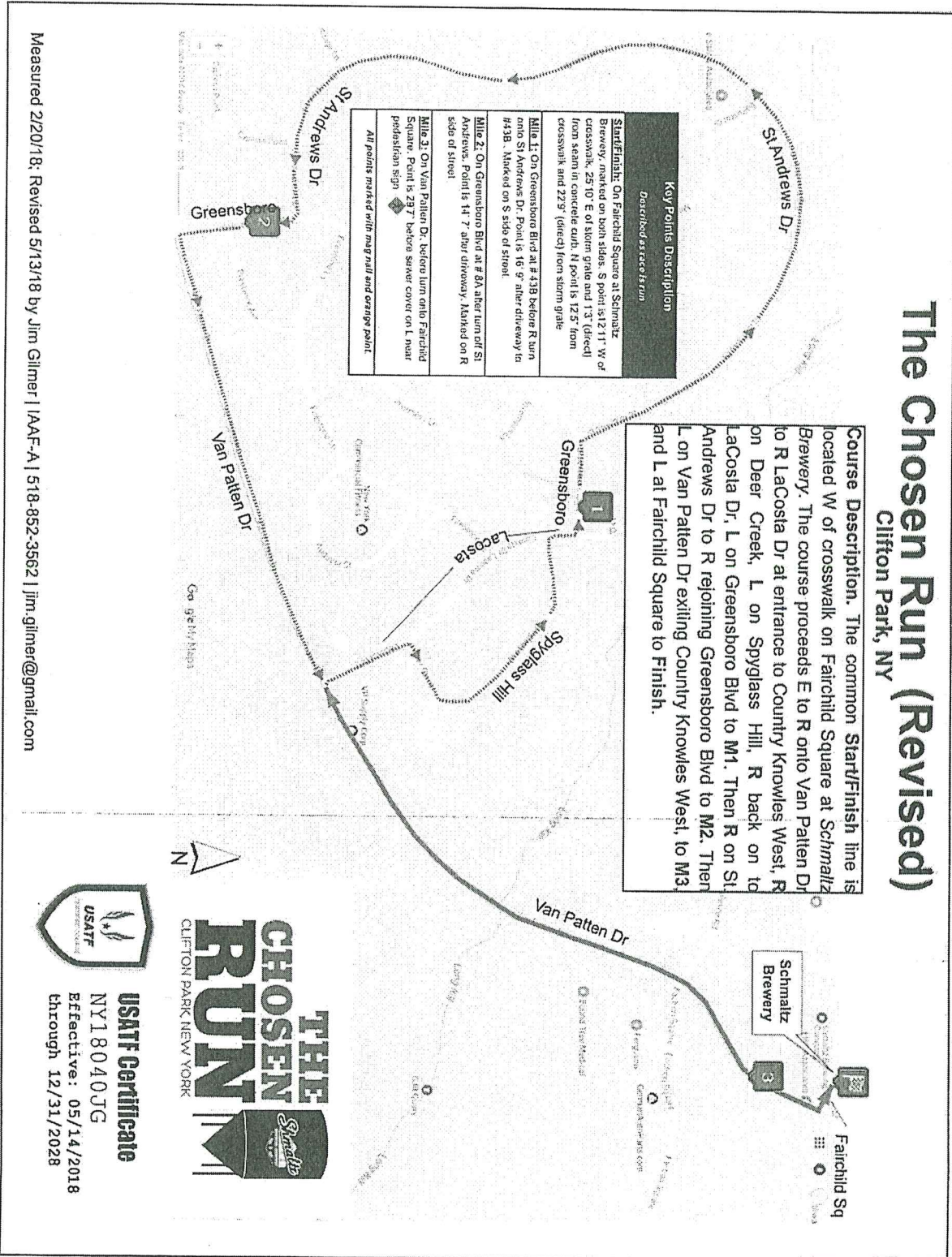
Sent from my iPhone

On Mar 3, 2023, at 2:22 PM, Christina Peck <christina@psa5k.com> wrote:

Hey Chris, any chance you have a new flyer I can share with the town board for the June 4 date?

From: Christina Peck <christina@psa5k.com>
Sent: Friday, February 20, 2023 12:24 PM
To: Chris Peck <christina@psa5k.com>
Subject: Re: Burn Boot Camp to Race

Hi Chris,





**Road Running Technical Council
USA Track & Field**
Measurement Certificate



Name of the course The Chosen Run (Revised) Distance 5 km
 Location (state) NY (city) Clifton Park
 Type of course: road race calibration course
 Measuring method: bicycle steel tape electronic distance meter
 Measured by (name, address, phone & e-mail) Jim Gilmer, 232 Van Wies Point Rd, Glenmont, NY 12077;
518-852-3562; jim.gilmer@gmail.com
 Race contact (name, address, phone & e-mail) Carl Ewald, Executive Director, Tiburon Endurance Sports, Inc.
110 West Front St, Media, PA, 19063; 484-716-8331; carl@greatamericanbreweryruns.com
 Date(s) when course measured: February 20, 2018; remeasured May, 13, 2018
 Number of measurements of entire course: 2 Course Configuration: keyhole
 Elevation (meters above sea level) Start 84.43 Finish 84.43 Highest 115.21 Lowest 75.59
 Straight line distance between start & finish 0.0 Drop 0.0 m/km Separation 0.0 %
 Type of surface: paved 100 % dirt - % gravel - % grass - % track - %
 Effective date of certification: May 14, 2018 Certification code: NY18040JG

Course revised to reverse route.
through subdivision

Notice to Race Director: Use this Certification Code
in *all* public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2028

Digitally signed by Jim Gilmer
DN: cn=Jim Gilmer, ou=USATF Road Running
Technical Council, ou=Regional Certifier, New
York, email=jim.gilmer@gmail.com, c=US
Date: 2018.05.14 10:44:49 -0400

AS NATIONALLY CERTIFIED BY:

Date: May 14, 2018

James A. Gilmer, USATF/RRTC Certifier • 232 Van Wies Point Rd., Glenmont, NY 12077-4222
Phone: 518-852-3562 • Email: jim.gilmer@gmail.com