

ARCHER CONTRACTOR  
SPT-7126-24  
~~2020~~

JK Playgrounds + Playscapes  
James Kapusnik  
222 Central St  
Bristol CT 06010  
518-892-2848

## QUOTE (Archer Park)

CP B+G  
Archer Park Restoration Project

Invoice # 4628

Invoice Date 03/28/2023

Due Date 03/28/2023

Item	Description	Unit Price	Quantity	Amount
Service	Swingset / Climber / Slide restoration	1498.00	1.00	1,498.00
	3 separate bays on large swingset, a stand alone climber and a metal slide (previously discussed to be removed, but adding to quote on here since it's still there). All posts/surfaces will be sanded and stripped of existing paint. Primed and repainted. All new hardware including chains and clevises where needed on swingset. Belt / baby swings will be power washed and clear coated. Footings, connectors and hardware checked and repaired if necessary on all 3 peices of equipment.			
	Equipment will appear as brand new as possible to achieve.			
	<b>Subtotal</b>			1,498.00
	<b>Total</b>			1,498.00
	<b>Amount Paid</b>			0.00
	<b>Balance Due</b>			\$1,498.00

CRESCENT ESTATES SOUTH CONTRACTURAL  
SP7-7129-24

JK Playgrounds + Playscapes  
James Kapusnik  
222 Central St  
Bristol CT 06010  
518-892-2848

## ESTIMATE (Ladybug)

Clifton Park B+G  
Ladybug Restoration Project

Invoice # 4630  
Invoice Date 03/28/2023  
Due Date 03/28/2023

Item	Description	Unit Price	Quantity	Amount
Service	Swingset / climber / ladybug / library / bike rack	732.00	1.00	732.00
	Single bay swingset, stand alone climber and ladybug will be fully restored - All posts / surfaces will be sanded and stripped of existing paint. Primer and painted. New clevises on swingset. 1 new belt swing. Library cabinet will be sanded and painted. Bike rack leveled and repainted. Footings and connectors checked and repaired if necessary. Entire area will be cleaned and rake away debris.			
	Equipment will appear brand new as possible to achieve.			
		<b>Subtotal</b>		732.00
		<b>Total</b>		732.00
		<b>Amount Paid</b>		0.00
		<b>Balance Due</b>		\$732.00

BOYACK CONTRACTURAL  
SP7-7127-24

JK Playgrounds + Playscapes  
James Kapusnik  
222 Central St  
Bristol CT 06010  
518-892-2848

## QUOTE (Boyack Park)

CP B+G  
Boyack Restoration Project

Invoice # 4629

Invoice Date 03/29/2023

Due Date 03/29/2023

Item	Description	Unit Price	Quantity	Amount
Service	Swingset / Playground Unit / Benches / Picnic Table	1964.00	1.00	1,964.00
	Entire 3 bay swingset will be fully restored. All posts will be sanded and stripped of existing paint. Primed and repainted. Hardware, chains and clevises will be repainted or replaced where needed. 4 Belts and 2 buckets will be power washed and clear coated. Footings checked and repaired if necessary. -\$544			
	Playground Unit will be fully restored. All posts / metal will be sanded and repainted green and tan scheme. Slides will be power washed, hardware repaired / replaced where necessary and clear coated. Decks and balance beam repainted. -\$889			
	3 Benches / Picnic table will be fully restored. All will be power washed and repainted or re-stained. Footings repaired. \$221			
	MISC - Supplies, mobilization/hotels - \$310			
	Equipment and site amenities will appear as brand new as possible to achieve.			
		<b>Subtotal</b>		1,964.00
		<b>Total</b>		1,964.00
		<b>Amount Paid</b>		0.00
		<b>Balance Due</b>		\$1,964.00

CRESCENT ESTATES SOUTH CONTRACTURAL  
SP7-7129-24

JK Playgrounds + Playscapes  
James Kapusnik  
222 Central St  
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518-892-2848

## ESTIMATE (Southbury)

Clifton Park B+G  
Southbury Restoration Project

Invoice # 4631  
Invoice Date 03/29/2023  
Due Date 03/29/2023

Item	Description	Unit Price	Quantity	Amount
Service	3 Swingsets  2- Single bay swingsets and 2 bay swingset will be fully restored - All posts / surfaces will be sanded and stripped of existing paint. Primer and painted. New clevises and chains on swingset where needed. Belts, ada and buckets will be power washed and clear coated. Footings dug up and repaired. Mulch re-raked or added.	1150.00	1.00	1,150.00
Service	Lowering Slide  Slide will be jacked up, legs cut and lowered back into position with shorter couplers to prevent water from pooling on slide.	110.00	1.00	110.00
Service	Picnic tables / benches / bike rack / playgrounds  All above mentioned equipment will be power washed. Roofs / decks in particular on playgrounds will be cleaned of all the mold. Picnic tables stripped and re-stained. Benches and bike racks sanded and repainted.	668.00	1.00	668.00

NOTES: All equipment will appear as brand new as possible to achieve.

<b>Subtotal</b>	1,928.00
<b>Total</b>	1,928.00
<b>Amount Paid</b>	0.00
<b>Balance Due</b>	\$1,928.00

Town of Clifton Park  
Buildings & Grounds

Quote Cover Sheet

Date: April 12, 2023

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Description: Restoration and repairs to playground equipment  
in the Riverview park district

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Vendor #1: Playground service and repair: does not work in this area

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Vendor #2: Swingset service: does not work in this area

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Vendor #3: JK Playgrounds & Playscapes - \$6,122.00

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Vendor #4:

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Vendor #5:

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Vendor #6:

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Comments: JK is the only company I could find that will come to  
Clifton Park and do this type of work.

B&G would have to spend much time and would not be cost effective  
for us to do this project.

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Decision: JK Playgrounds & Playscapes - \$6,122.00

### PLAYGROUND SERVICE AND REPAIR

Playground Service and Repair offers a wide range of playground repair services across Long Island, NY, and the NYC area.

Services include:

*NOT UPSTATE*

- ✓ **PLAYGROUND MAINTENANCE AND REPAIR** ([HTTPS://PLAYGROUNDSERVICEANDREPAIR.COM/PLAYGROUND-MAINTENANCE-AND-REPAIR/](https://playgroundserviceandrepair.com/playground-maintenance-and-repair/))
- ✓ **PLAYGROUND SAFETY** ([HTTPS://PLAYGROUNDSERVICEANDREPAIR.COM/PLAYGROUND-SAFETY/](https://playgroundserviceandrepair.com/playground-safety/))
- ✓ **PLAYGROUND INSPECTION PREPARATION** ([HTTPS://PLAYGROUNDSERVICEANDREPAIR.COM/PLAYGROUND-SAFETY/#PLAYGROUND-INSPECTION](https://playgroundserviceandrepair.com/playground-safety/#playground-inspection))
- ✓ **PLAYGROUND REFURBISHMENT/INSTALLATION** ([HTTPS://PLAYGROUNDSERVICEANDREPAIR.COM/PLAYGROUND-REFURBISHMENT/INSTALLATION/](https://playgroundserviceandrepair.com/playground-refurbishment-installation/))
- ✓ **PLAYGROUND INSTALLATIONS/INSTALLATION** ([HTTPS://PLAYGROUNDSERVICEANDREPAIR.COM/PLAYGROUND-INSTALLATIONS/INSTALLATION/](https://playgroundserviceandrepair.com/playground-installations-installation/))
- ✓ **PLAYGROUND EQUIPMENT & FURNISHINGS** ([/EQUIPMENT-AND-FURNISHINGS](#))

Contact Us

Fields marked with an \* are required

Name \*

Email \*

Phone \*

Have you had a recent inspection? \*

- Yes  
 No

Do you have violations that need repair? \*

- Yes  
 No

Additional Information \*

**SIMPLE REPAIRS CAN MAKE ALL THE DIFFERENCE**

**Dan Clemens**

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**From:** Jennifer Oliver <jen@saratogasensory.com>  
**Sent:** Wednesday, March 29, 2023 10:52 AM  
**To:** Dan Clemens  
**Subject:** Restoration and Egg Hunt

Hi Dan,

Please tell Jimmy that we can go forward with the restoration at Archer, Boyack, Southbury, and Ladybug.

We did also approve the addition of equipment to Ladybug park but need updated pricing. We want to go forward with that since it does not require engineering.

We are going to vote on the engineering for Archer next Saturday when we all get together for the egg hunt.

We need to buy candy to stuff the eggs. Everything has to be individually wrapped and small. I have found a good option for candy eggs that are low allergen (milk and soy only) plus non-candy favors to make 6 "treat" bags for kids' with food allergies. What I found is at Target. I know you had mentioned Market 32, but they are more expensive and do not have the non-candy options. I can buy the supplies at Target and put in for reimbursement, but would need a tax free certificate. Or, if it is easier, I can give you the list of what we are looking to purchase. Let me know if Target is an option, and if so, the easiest way for me to procure the supplies.

Warmly,  
Jen

--  
Jennifer Oliver, MS, OTR/L

Sensory Integration Certified  
USC Certificate #1829

Owner/Occupational Therapist

Saratoga Sensory  
800 Route 146  
Building 400 Suite 494  
Clifton Park, NY 12065

Phone (518) 209-9648  
Fax (518) 816-0709

Jen@saratogasensory.com

[https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.saratogasensory.com&c=E,1,DwmPSO9\\_UwO4ZdDKwsV7dNugxn426w0sw0DZEN9rwikiB240amFgHI03SIpmPTvt96Du3LA0DsI\\_8QpfKsnNZE3wcGPAkJkxt24NG\\_pDcTQxzIVJUjs,&typo=1](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.saratogasensory.com&c=E,1,DwmPSO9_UwO4ZdDKwsV7dNugxn426w0sw0DZEN9rwikiB240amFgHI03SIpmPTvt96Du3LA0DsI_8QpfKsnNZE3wcGPAkJkxt24NG_pDcTQxzIVJUjs,&typo=1)

**RESOLUTION**  
**#8**

Resolution No. \_\_\_\_\_ of 2023, a resolution awarding the construction contract for paving of certain trails in the Summer Hill and Settler's Hill subdivisions pursuant to competitive bid.

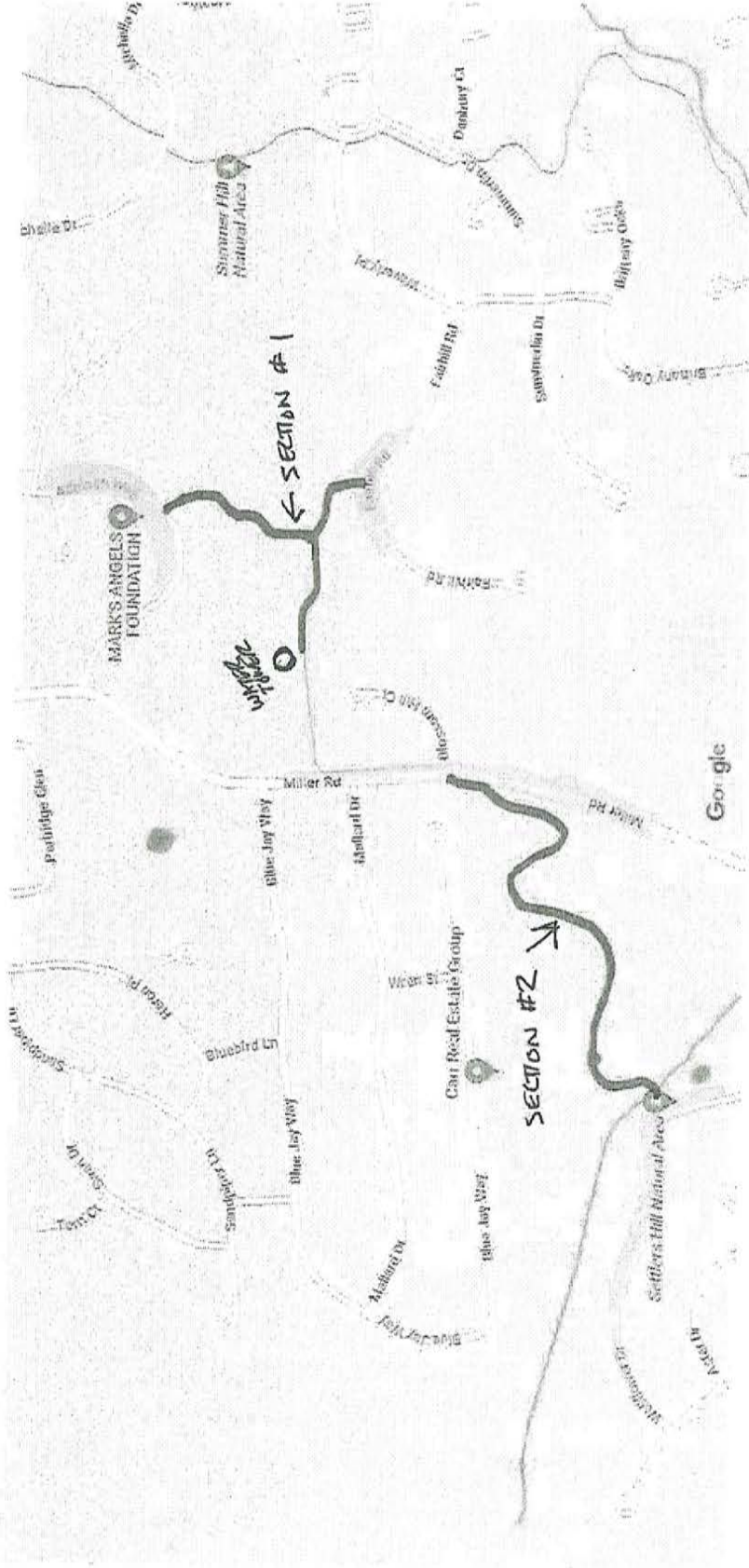
Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Dan Clemens, Director of Buildings, Parks, and Recreation published bid specifications and solicited sealed bids for a project consisting of clean, repair, preparation and asphalt overlay of 2 sections of multi-use trails in the Summer Hill and Settler's Hill subdivisions, and

WHEREAS, after a bid opening on April 13, 2023, Mr. Clemens recommends that the construction contract be awarded to New Castle Paving, as low bidder, at a total cost not to exceed \$57,750 including Sections #1 and #2 per the attached; now, therefore, be it

RESOLVED, that the Town Board accepts the recommendation of the Director of Buildings, Parks, and Recreation, and hereby awards the construction contract for the trail paving project to New Castle Paving, pursuant to General Municipal Law Section 103, at a cost not to exceed \$57,750; and be it further

RESOLVED, that the Comptroller is authorized to transfer funds from A-914 (Unreserved Fund Balance) to A-7629-200 (General Fund- Trails Contractual- Equipment).



2023 TRAIL OVERLAY PAVING MAP



## Town of Clifton Park Buildings & Grounds

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

The Town of Clifton Park, through the Buildings & Grounds Department, seeks sealed bids from qualified entities for overlay paving of two (2) sections of 8-foot-wide blacktop paths located in Clifton Park, NY, 12065.

Scope of work is as follows but not limited to:

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

Section # 1 – Addison Way to Fairhill Road and spur to water tower

Section # 2 – Miller Road to Wallflower Drive

(Map included)

Dispose of all waste properly.

Bid documents are available at <https://www.cliftonpark.org/departments/town-clerk-s-office/town-clerk-bulletin-board.html>. TRAIL PAVING PROJECT BID DUE 4.13.23. or by emailing Town Clerk Teresa Brobston at [tbrobston@cliftonpark.org](mailto:tbrobston@cliftonpark.org) or available for pick-up in the Town Clerk's Office. If necessary, Addendums will be posted on the Town website, same location.

***Please use attached bid form***

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY, 12065, by 2:00 PM on Thursday April 13, 2023, at which time bids will be opened. Please identify your bid as "trails overlay paving 2023".

***A 5% of total amount bid bond is required.***

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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 of 5% of the bid price. This bid document is available at [www.cliftonpark.org](http://www.cliftonpark.org) under the government tab. Select request for bid & proposals from drop down menu.

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

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TOWN OF CLIFTON PARK  
COUNTY OF SARATOGA  
STATE OF NEW YORK  
TRAIL PAVING PROJECT SEALED BID NOTICE

The Town of Clifton Park, through the Buildings & Grounds Department, seeks sealed bids from qualified entities for overlay paving of two (2) sections of 8-foot-wide blacktop paths located in Clifton Park, NY, 12065.

Scope of work is as follows but not limited to:

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

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Bid documents are available at <https://www.cliftonpark.org/departments/town-clerk-s-office/town-clerk-bulletin-board.html>. TRAIL PAVING PROJECT BID DUE 4.13.23. or by emailing Town Clerk Teresa Brobston at [tbrobston@cliftonpark.org](mailto:tbrobston@cliftonpark.org) or available for pick-up in the Town Clerk's Office. If necessary, addendums will be posted on the Town website, same location.

Sealed bids must be received at the Town Clerk's Office at One Town Hall Plaza, Clifton Park, NY, 12065, by 2:00 PM on Thursday, April 13, 2023, at which time bids will be opened. Please identify your bid as "trails overlay paving 2023".

Clifton Park Town Clerk Teresa Brobston

# TRAIL PAVING PROJECT BID 4/13/23 @ 2PM

Company Name	SECTION #1	SECTION #2
Best Paving & Sealcoating	\$32,790	\$35,990
Del Signore Blacktop Paving	\$74,952	\$62,020
Next Generation Paving	\$50,882.40	\$72,460.80
New Castle Paving	\$22,573.12	\$35,176.68

57,249.80  
 123,543.20  
 136,972  
 68,780



# Town of Clifton Park

## Buildings & Grounds

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

### BID FORM

Date: **4/13/23**

Company Name: **New Castle Paving, LLC**

Bid Name: **2023 Trail Overlay Paving**

Section #1: **\$22,573.12**

Section #2: **\$35,176.68**

Name/Title: **Dale Swartwout, Manager**

Signature: \_\_\_\_\_

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

New Castle Paving, LLC  
1 Madison Street  
Troy, NY 12180

### OWNER:

(Name, legal status and address)

Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square  
Hartford, CT 06183

**Mailing Address for Notices**  
Travelers Bond & Specialty Insurance, Construction  
Services, One Tower Square

Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Trail Paving Project, Clifton Park, NY

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

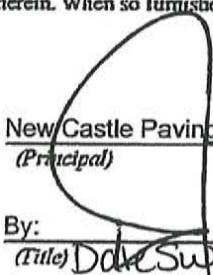
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of April, 2023.

  
(Witness)

  
(Witness)

New Castle Paving, LLC  
(Principal) \_\_\_\_\_ (Seal)

By:   
(Title) Dale Swartwout, Manager

Travelers Casualty and Surety Company of America  
(Surety) \_\_\_\_\_ (Seal)

By:   
(Title) Sandra C. Lopes, Attorney-in-Fact



ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF ..... } SS  
COUNTY OF..... }

On this..... day of..... before me personally appeared ..... to be known, who, being by me duly sworn, did depose and say; that he/she resides at ....., that he/she is the ..... of ..... the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

ACKNOWLEDGEMENT FOR PRINCIPAL, IF LIMITED LIABILITY COMPANY

STATE OF New York } SS  
COUNTY OF Rensselaer }

On this 13th day of April, 2023 before me personally appeared Dale Swartwout Manager of New Castle Partners, LLC to me known and known to me to be the ..... a Limited Liability Company, described in and who executed the foregoing insurance instrument and acknowledged to me that he/she executed the foregoing insurance instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company.

Amy Bevevino



ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF Massachusetts } SE  
COUNTY OF Suffolk }

On this 10th day of April, 2023, before me personally came Sandra C. Lopes to me known, who, being by me duly sworn, did depose and say; that he/she resides in Boston, State of Massachusetts at he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America ..... the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America ..... (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such, and that such certificate has not been revoked.

Nicole Roy  
Notary Public

NY acknowledgment

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,788,996,790	LOSSES	\$ 1,385,257,132
STOCKS	102,639,111	LOSS ADJUSTMENT EXPENSES	133,884,803
CASH AND INVESTED CASH	20,110,068	COMMISSIONS	55,456,724
OTHER INVESTED ASSETS	5,661,540	OTHER EXPENSES	49,033,047
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,805,872	TAXES, LICENSES AND FEES	16,807,425
INVESTMENT INCOME DUE AND ACCRUED	42,265,766	REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSE	(1,738,793)
PREMIUM BALANCES	308,425,453	UNEARNED PREMIUMS	1,394,161,189
REINSURANCE RECOVERABLE	57,954,515	ADVANCE PREMIUM	3,880,400
NET DEFERRED TAX ASSET	68,131,800	POLICYHOLDER DIVIDENDS	18,122,229
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE	3,250,318	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,928,911
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,059,482	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,586,276
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	14,866,800	REMITTANCES AND ITEMS NOT ALLOCATED	5,082,055
OTHER ASSETS	963,374	PROVISION FOR REINSURANCE	6,464,384
		PAYABLE FOR SECURITIES LENDING	25,805,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	785,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	188,614
		TOTAL LIABILITIES	\$ 3,190,685,707
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,809,161,022
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,249,444,782
TOTAL ASSETS	\$ 5,440,130,489	TOTAL LIABILITIES & SURPLUS	\$ 5,440,130,489

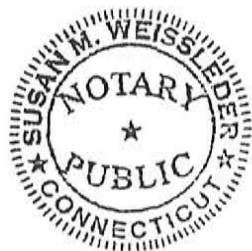
STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 17TH DAY OF MARCH, 2023



SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2027

**STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE  
LAW**

It is hereby certified that

**Travelers Casualty and Surety Company of America  
of Hartford, Connecticut**

a corporation organized under the laws of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,118,461,638. (Capital \$6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2021, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-  
unto set my hand and affixed the  
official seal of this Department  
at the City of Albany, this 29th  
day of April 2022.

Adrienne A. Harris  
Superintendent

By

A handwritten signature in black ink, appearing to read "Colleen M. Draper".

Colleen M. Draper  
Special Deputy Superintendent





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**  
**Farmington Casualty Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra C. Lopes of Boston, MA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

Principal: New Castle Paving, LLC

OR

Obligee: Town of Clifton Park

Project Description: Trail Paving Project; Clifton Park, NY

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: *Robert L. Raney*  
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



*Anna P. Nowik*  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of April, 2023.



*Kevin E. Hughes*  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**RESOLUTION**

**#9**

Resolution No. \_\_\_\_\_ of 2023, a resolution accepting funds from the Rotary International Club and authorizing the Department of Building and Grounds to purchase and plant two red oak trees at Garnsey Park.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, the Rotary International Club has offered a donation of up to \$500 for the planting of two red oak trees at Garnsey Park, and

WHEREAS, the Town Board, as stewards of Garnsey Park, wishes to accept the donation from the Rotary to offset the cost of planting two trees at Garnsey Park, and

WHEREAS, Dan Clemens, Director of Buildings, Grounds and Recreation, advises that Bob's Trees, 1227 W. Galway Rd., Hagaman, NY, has two such trees available for a cost not to exceed \$500; now, therefore, be it

RESOLVED, that the Comptroller is authorized to increase revenues to A-02705-200 (General Fund-Gifts & Donations) by \$500, and increase expenditures in A-07160-00090 (General Fund-Garnsey Park- Trees) by \$500, and be it further

RESOLVED, that the Director of Buildings, Grounds and Recreation is authorized to accept the quote of Bob's Trees, as lowest responsive quote, for the purchase of two red oak trees, at a cost not to exceed \$500.

## Cynthia, Zlogar

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**From:** Mark Heggen  
**Sent:** Monday, April 24, 2023 2:03 PM  
**To:** Cynthia, Zlogar; Dan Clemens  
**Cc:** Jean, Spiegel; Phil Barrett; Tom McCarthy; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara  
**Subject:** RE: Resolution Request for TB Meeting: 05-01-2023 or May 8th Buildings & Grounds

For the revenue side the budget should be increased by \$500 for account # A-02705, (General Fund – Gifts & Donations), the expenditures will increase as well for \$500, for account # A-07160-00090 (General Fund – Garnsey Park – Trees).

Mark

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

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

[mheggen@cliftonpark.org](mailto:mheggen@cliftonpark.org)

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**From:** noreply <noreply@cliftonpark.org>  
**Sent:** Monday, April 24, 2023 12:13 PM  
**To:** Cynthia, Zlogar <CZlogar@cliftonpark.org>; Dan Clemens <DClemens@cliftonpark.org>  
**Cc:** Jean, Spiegel <JSpiegel@cliftonpark.org>; Phil Barrett <PBarrett@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>; Tom McCarthy <TMcCarthy@cliftonpark.org>; Lynda Walowit <LWalowit@cliftonpark.org>; Anthony Morelli <AMorelli@cliftonpark.org>; Agatha, Reid <areid@cliftonpark.org>; Christopher, O'Hara <COhara@cliftonpark.org>  
**Subject:** Resolution Request for TB Meeting: 05-01-2023 or May 8th Buildings & Grounds

### **COMPTROLLER APPROVAL or Comments:**

### **ATTORNEY APPROVAL or Comments:**

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

Department: **Buildings & Grounds**  
Your email: [dclemens@cliftonpark.org](mailto:dclemens@cliftonpark.org)

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

**P.Barrett**

Requested Meeting Date: **05-01-2023**

Alternate Date **May 8th**

Brief Description: **accept funds from Rotary International to plant 2 red oak trees at Garnsey Park.  
Same thing was done last year for sugar maples. Resolution 150 of 2022 for reference.**

Budget #: **A 7160-200**

Budget Description: **Garnsey Park - Capital Improvements**

\$ Amount: **up to \$500**

Procurement Policy, please describe. **accept donation**

Additional Comments/Details:

**RESOLUTION  
#10**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the transfer of Donald Springel to the Transfer Station as a Heavy Equipment Operator (HEO).

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Dan Clemens, Director of Buildings, Parks & Recreation wishes to hire a new HEO for the Transfer Station to fill an opening in the department due to the transfer of Yule Cook to the Buildings and Grounds main shop, Monday through Friday, and

WHEREAS, Donald Springel has been employed in the Highway Department since January 2000 and most recently as a Motor Equipment Operator, Grade 5, for the department, and

WHEREAS, Mr. Clemens recommends that Donald Springel be transferred from the Highway Department to fill the position of HEO at the Transfer Station; now, therefore, be it

RESOLVED, that Town Board hereby authorizes the transfer of Donald Springel from the Highway Department to the Buildings and Grounds Department to fill the position of HEO at the Transfer Station at Grade 6, Step 7, year 2, a salary of \$70,489 and \$33.94/hr, effective May 9, 2023, to be paid from a transfer as detailed in the attached Schedule A.



**Cynthia, Zlogar**

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**From:** noreply  
**Sent:** Tuesday, April 25, 2023 7:53 AM  
**To:** Cynthia, Zlogar; Dan Clemens  
**Cc:** Jean, Spiegel; Phil Barrett; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara  
**Subject:** Resolution Request for TB Meeting: 05-01-2023 or May 8th - but really can't switch this one please. Buildings & Grounds

**COMPTROLLER APPROVAL or Comments:**

**ATTORNEY APPROVAL or Comments:**

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

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

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

Requested Meeting Date: **05-01-2023**

Alternate Date **May 8th - but really can't switch this one please.**

Brief Description: **Hire Donald Springel, Clifton Park, as an HEO (heavy equipment operator) to work at the Transfer Station at a grade 6 - step 7 - year 2 \$70,489 effective May 9, 2023**

Budget #: **A-8160-E???**

Budget Description: **Convenience Transfer Station - employee Donald Springel**

\$ Amount: **\$70,489.00**

Procurement Policy, please describe. **personnel**

Additional Comments/Details: **This will be a transfer from the highway department to replace Yule Cook, who moved to M-F B&G schedule and budget to replace Tyler Clifford, who transferred to highway.**

*Hired in 1/2000  
→ MEO, Grade 5 (currently)*

**RESOLUTION**

**#11**

Resolution No \_\_\_\_\_ of 2023, a resolution to transfer funds from Contingency to offset legal fees to defend administrative claims asserted by a former employee.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, on March 9, 2021, at the Request of the Town Attorney, Selective Insurance Company retained the firm of Napierski, VanDenburgh Napierski and O'Connor to defend against administrative complaints for employment discrimination filed by an employee with the Federal Equal Employment Opportunity Commission, and

WHEREAS, all such claims were withdrawn and dismissed within a separation agreement dated October 17, 2022, and approved by the Town Board by a 4-1 vote in an Executive Session on that date, and

WHEREAS, the withdrawal of all such claims was reaffirmed by a separate agreement and release dated January, 17, 2023, and

WHEREAS, Selective Insurance, through its third-party administrator, Summit Risk Services, has forwarded an invoice for re-imbusement of legal costs and administrative fees for the defense of the claims within the deductible limits of the Town's relevant insurance policies, and

WHEREAS, the Town Attorney recommends that the invoice be paid as necessary costs of defending the Town on the facts of the case; now, therefore, be it

RESOLVED, that the Comptroller is authorized to transfer \$8,251 from Contingency to A-01910-00108 (General Fund- Insurance- Insurance).

TOWN OF CLIFTON PARK TOWN BOARD

November 7, 2022

The meeting of the Town Board of the Town of Clifton Park was held in the Town Office Building at 7:00 p.m. Supervisor Barrett presiding.

Town Clerk Brobston announced Councilwoman Standaert and Councilwoman Flood submitted their resignations as Councilwomen in the Town Clerk's Office as of 4:30 PM this afternoon, November 7, 2022, to take effect immediately.

Present: Supervisor Barrett  
Councilman Morelli  
Councilwoman Walowit  
Town Clerk Brobston

Also Present: Town Attorney McCarthy  
Mark Heggen, Comptroller  
Walter Smead, Assessor

MINUTES APPROVAL

MOTION by Supervisor Barrett, seconded by Councilman Morelli, to approve the **Minutes of the Town Board meeting of October 17, 2022**, as presented.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Walowit, Supervisor Barrett

Noes: None

MOTION APPROVED

MOTION by Councilwoman Walowit, seconded by Councilman Morelli, to approve the **Town Board Executive Session Minutes of October 17, 2022**.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilman Whalen, Supervisor Barrett

Noes: None

MOTION APPROVED

Attorney McCarthy stated, the Town Board took an action in the Executive Session at the October 17, 2022 meeting and accepted an approved separation agreement with an employee, who is identified in Notice's of Discipline dated April 27, 2022 and May 3,2022. Votes were taken in the Executive Session, 4 Ayes and 1 No, with Councilwoman Flood, Councilman Morelli, Councilwoman Walowit and Supervisor Barrett voting in favor and Councilwoman Standaert voting against the agreement.

ANNOUNCEMENTS AND COMMUNICATION

Supervisor Barrett thanked Starpoint Church and Staff of the Town for the recent successful "Trunk or Treat" event.

**Town Board Meeting – October 17, 2022**

**Executive Session**

**Present:**

Supervisor Barrett  
Councilwoman Flood  
Councilwoman Standaert  
Councilman Morelli  
Councilwoman Walowit  
Town Attorney McCarthy  
Deputy Town Clerk Fitzgerald

**Purpose:**

Discussion to reach decision regarding Separation Agreement and Release of October 17, 2022, with employee identified within Notices of Discipline dated April 27, 2022, and May 03, 2022.

Town Attorney advised that the Town is not interested in pursuing additional remedies beyond the Separation Agreement.

**Decision:**

Separation Agreement approved by Town Board with a vote of four Ayes and one Noe.

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

Noes: Councilwoman Standaert

Motion by Supervisor Barrett, seconded by Councilman Morelli to adjourn the meeting and return to the Town Board meeting.

Deputy Town Clerk Claudia Fitzgerald



120 Gibraltar Road  
Suite 210  
Horsham, PA 19044

March 24, 2023

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

**Re:**   **Insured:**                   **Town of Clifton Park**  
          **Claimant:**               **Matthew Andrus**  
          **Our File No.:**         **SO-3308/22198054**  
          **Policy No.:**           **S1801922**

Att: Business Administrator

Summit Risk Services is the Third Party Administrator on behalf of Selective Insurance Company, (Selective).

Enclosed please find an invoice relative to the reimbursement of the *deductible obligation* to Selective on the referenced claim.

If you require additional information, please feel free to contact the assigned adjuster, Edward Kron at 215-443-3597 or [kron@summitrisk.com](mailto:kron@summitrisk.com), upon receipt of this correspondence.

We appreciate your prompt attention to this matter.

*Please note that this is a deductible payment and the check must be sent to Summit Risk Services, 120 Gibraltar Road, Suite 210, Horsham, PA 19044.*

Sincerely,  
Summit Risk Services

cc:    Selective Insurance Company  
      40 Wantage Avenue  
      Branchville, NJ 07890

**Deductible Invoice**

**Due Date: 4/24/2023**

**TO:** Town of Clifton Park  
Town Hall Plaza  
Clifton Park, NY 12065

Date:	3/24/2023
Claim #:	22198054
Claimant:	Matthew Andrus
Policy #:	S1801922

<b>Policy Deductible</b>	<b><u>Reimbursement Payment Due</u> <u>From Town of Clifton Park</u></b>
\$15,000.00	<b><u>\$8,250.90</u></b>

**Please make check payable to: SELECTIVE INSURANCE COMPANY**

Send Payment To: Summit Risk Services  
120 Gibraltar Road  
Suite 210  
Horsham, PA 19044  
Att: Edward Kron

**PLEASE INCLUDE THE CLAIM NUMBER ON ALL REMITTANCES TO ENSURE PROPER CREDIT**

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

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In the Matter of Matthew Andrus,

Charging Party,

Town of Clifton Park, NY

Respondent.

**AGREEMENT &  
LIMITED RELEASE**

EEOC Charge No. 525-2021-00716  
EEOC Charge No. 525-2021-00293

---

1. WHEREAS, MATTHEW ANDRUS (hereinafter "Charging Party") was employed as an Information Specialist for the Town of Clifton Park (hereinafter "the Town");

2. WHEREAS, Charging Party filed two EEOC Complaints against the Town alleging violation of his rights under the Americans With Disabilities Act as well as retaliation for same. (EEOC Complaint Nos. 525-2021-00716 and 525-2021-00293)

3. WHEREAS, the matter has been resolved by private settlement.

4. WHEREAS, Charging Party agreed to submit his resignation from Town employment effective January 10, 2023 and was paid on administrative leave until that date with full benefits, salary and salary adjustments as if he was still employed. While on paid administrative leave through January 10, 2023, Charging Party was not expected to perform his job duties or responsibilities during that time. In addition, pending Notices of Discipline against Charging Party dated April 27, 2022 and May 3, 2022 were withdrawn and the Town did not proceed with a formal Section 75 discipline hearing against Charging Party that was imminent as of October 12, 2022.

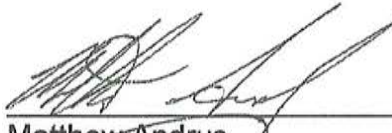
5. As the Town has fulfilled the promises contained in paragraph 4 of this Agreement, Charging Party agrees not to use the above-referenced EEOC charges as a jurisdictional basis for filing a lawsuit against the Town. However, nothing in this Agreement shall be construed to preclude Charging Party, the EEOC and/or any aggrieved individuals from bringing suit to enforce this negotiated settlement agreement in the event that Respondent is deemed to have failed to perform the promises and representations contained herein. This is a limited release related only to Charging Party's claims in the two EEOC charges referenced above.

6. This Agreement may be executed in or more counterparts, but all such counterparts, including facsimile or electronic copy, shall constitute but one and the same instrument.

~~TOWN OF GLIFTON PARK~~

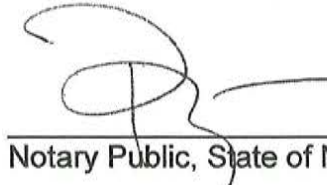
Not Present

~~Thomas McCarthy, Esq.~~

  
Matthew Andrus

STATE OF NEW YORK )  
COUNTY OF Saratoga ) ss:


On this 17<sup>th</sup> day of January 2023, before me personally appeared MATTHEW ANDRUS, to be known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same.

  
Notary Public, State of New York

2020/07723/Pleadings/Agreement & Limited Release

PATRICIA W DAILEY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DA6428469  
Qualified in Saratoga County  
My Commission Expires 01-24-2026

TOWN OF CLIFTON PARK

 1/17/23  
\_\_\_\_\_  
Thomas McCarthy, Esq.

\_\_\_\_\_  
Matthew Andrus

Sworn to before me this  
\_\_\_ day of January 2023.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK    )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of January 2023, before me personally appeared MATTHEW ANDRUS, to be known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public, State of New York

## AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (herein the "Agreement") is made as of this 17<sup>th</sup> day of October, 2022, by and between the Town of Clifton Park (herein the "Town"), with a business address at 1 Town Hall Plaza, Clifton Park, New York 12065, and Matthew Andtus (hereinafter "Employee"). The parties to this Agreement do hereby agree that

WHEREAS, employee is employed as an Information Specialist for the Town; and

WHEREAS, on April 27, 2022, employee was served with a Notice of Discipline, (NOD) which is incorporated herein, to which employee served an answer denying the charges and requested a hearing; and

WHEREAS, on May 3, 2022, you were served with another Notice of Discipline, (NOD) which is incorporated herein, to which employee served an answer denying the charges and requested a hearing; and

WHEREAS, a Hearing Officer was duly appointed to preside over the charges contained within the April 27, 2022 NOD and render Findings of Fact and a Penalty Recommendation; and

WHEREAS, on October 12, 2022, a hearing was imminent with Hearing Officer Carolyn George; with witnesses and a stenographer in attendance, and

WHEREAS, the parties hereto wish to settle and resolve this matter without proceeding further with formal hearings.

NOW, as and for a complete Agreement, the parties hereto agree as follows:

1) **Resignation.** Employee agrees to submit, forthwith, an irrevocable letter of resignation from Town employment, effective as of January 10, 2023 and Employee acknowledges that if he does not resign by January 10, 2023, he will be terminated effective the following day. The Town agrees to employ Employee until January 10, 2023, and has placed the employee on paid administrative leave until that date, with full benefits, salary and salary adjustments as if he were still employed. Employee shall not accrue additional Leave with pay or sick time during the period of paid leave.

2) **Duties.** Employee will be on paid administrative leave through January 10, 2023 and will not be expected to perform his job duties or responsibilities during this time. .

3) **Charges.** Employee withdraws his defenses and challenges to the Notices of Discipline, dated April 27, 2022, and May 3, 2022.

4) **General Release of Claims Against the Employer.** In consideration of the compensation and other consideration and covenants of the Town set forth in this Agreement, the Employee agrees to release Employer from any and all existing, pending or potential claims and causes of action arising out of his employment with the Town up to the date of this Agreement. Employee shall voluntarily release and forever discharge on behalf of himself dependents, heirs, assigns, executors, administrators, agents, employees, or other representatives, the Town, its Board members, officers, employees and agents, both individually and in their

official capacities with the Town, from any and all past or presents claims, demands, rights, causes of action, judgments, executions, damages, liabilities, and costs or expenses, including attorneys' fees, which Employee now has or may have by reason of any matter or cause arising out of Employee's employment or cessation of employment with the Town, except as prohibited by law, and Employee further agrees not to accept any relief, award or damages. This complete and unlimited release includes, but is not limited to, claims arising under contract (express or implied), public policy, or tort law, Sections 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Family and Medical Leave Act of 1993, as amended, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Americans With Disabilities Act, the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the New York Human Rights Act, or any other federal, state or local law or ordinance. The Employee acknowledges receipt of all rights and benefits available under the Family and Medical Leave Act of 1993, as amended.

- (a) Employee acknowledges and agrees that the release and waiver is part of an Agreement between him and the Town and is written so that he understands it;
- (b) This release and waiver will go into effect on October 17, 2022, provided the Town has complied with the terms and obligations set forth within this Agreement. If the Town does not comply with its obligations, the release and waiver found within shall be deemed null and void;
- (c) Employee does not waive any rights or claims that may arise after January 10, 2023;
- (d) In exchange for this release and waiver, Employee received consideration that is more valuable than that to which he is already entitled;
- (e) The Town hereby advises Employee to consult with an attorney prior to executing this Agreement;
- (f) Employee has been given a period of at least twenty-one (21) days, specifically the period up to and including October 17, 2022, to consider this Agreement and the release and waiver of any claims for violations of the ADEA;
- (g) Employee may revoke this Agreement within seven (7) days after signing it, and this Agreement with respect to the release of the ADEA will not become effective or enforceable until the eighth (8) day following its execution. The revocation must be in writing to the Employee to the attention of Earl T. Redding, Esq., 13 Columbia Circle, Albany, NY 12203 and must be received by the Town no later than the close of business on the seventh day after Employee signs this Agreement;

(h) In the event Employee exercises his right under the ADEA to revoke the Agreement with regard to the release of any ADEA claims, this Agreement in its entirety becomes null and void. It is agreed and understood that consideration shall not inure to Employee prior to the eighth day.

5) **No Claims Filed.** The Employee affirms that he has not caused or permitted to be filed, any charge, complaint or action before any federal, state, or local administrative agency or court against the Employer. Employee further affirms that he will not cause or permit to be filed any charge, complaint or action before any federal, state, or local administrative agency or court against Employer that he was subject to retaliation as a result of entering into this Agreement and General Release.

6) **EEOC Claims.** Employee filed charges with the Equal Employment Opportunity Commission (the "EEOC"), which are pending as Charge Nos. 525-2021-00293 and [525-2021-00716]. Employee agrees to request a withdrawal of the Complaints and further agrees that he shall not file or pursue any lawsuit in connection with these claims, nor any claims of retaliation relative to such claims.

7) **Non-Disparagement.** Each party agrees not to take any action or make any statement which is disparaging of the other, its officers, employees or services. The Employer agrees to respond to any inquiries it receives from prospective employers, but will only respond to verify dates of employment, job title and salary inquiries. Said inquiries to be directed to the Town's Office of the Comptroller for response. No other information, including positive or negative references, will be released by the Employer. In the event Employee violates this paragraph, he shall be liable to Employer for any payment made herein, costs, attorneys' fees and any other damages determined by a court of competent jurisdiction.

8) **Employer Property.** Employee agrees to return any and all property of the Town, whether tangible or proprietary, which has been given or afforded to Employee while employed by the Town. This property shall include, but not be limited to, keys, cards, computers and hard-drives, and electronic devices, as well as any and all credentials, passwords and the like for all Town website and social media accounts. .

9) **Apology.** Employee agrees to submit separately a written letter of apology to the Town Board

[REDACTED]  
[REDACTED]  
[REDACTED]. The letter may be reviewed by the Board in Executive session, and will become a part of the employee's confidential personnel file and be treated as such.

10) **No Consideration Absent This Agreement.** Each party acknowledges that he or it would not have received the compensation and other consideration (including release) set forth in this Agreement but for his or its execution of this Agreement and promise to abide by its terms.

11) Representation. Employee acknowledges that he is aware of his rights pursuant to the Civil Service Law and of his rights to hearings on the charges and does hereby knowingly waive his right to have the disciplinary charges determined in accordance with the Civil Service Law. Employee agrees that he has entered into this Agreement freely and without any coercion after being afforded the opportunity of representation. Employee acknowledges that he has been afforded legal representation during the negotiations and preparation of this Agreement by his Attorney and has been afforded every opportunity to consult with a lawyer, which he did.

12) Amendment. This Agreement may not be modified, altered or changed except upon express written consent of both parties.

13) Execution in Counterparts. This Agreement may be executed in one or more counterparts but all such counterparts, including facsimile or electronic copies, shall together constitute but one and the same instrument.

14) Controlling Law. This Agreement shall be interpreted in accordance with the laws of the State of New York, no matter where it may come up for enforcement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

15) Acknowledgement of Full Consent. Each party hereto acknowledges the execution of this document includes a release of various rights of the respective parties and that as a result this Agreement is entered into knowingly.

- (a) Thus both parties acknowledge that they have read the Agreement, fully understand it, and have had all questions that they may have with regard thereto, answered.
- (b) Both parties enter into this Agreement of their own free will and have not been coerced into doing so.
- (c) Both parties executing this Agreement further represent that they did not suffer from any mental disease or defect, or are under the influence of drugs or alcohol at the time of execution, which renders them incompetent to understand and execute the Agreement.

\* \* \* \* \*

EMPLOYEE HAS BEEN ADVISED IN WRITING THAT HE HAS BEEN GIVEN A REASONABLE AMOUNT OF TIME TO CONSULT WITH A LAWYER AND CONSIDER THIS AGREEMENT

HAVING ELECTED TO EXECUTE THIS AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES SET FORTH HEREIN, THE PARTIES FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION AND AFTER AN OPPORTUNITY TO CONSULT WITH ANY PERSON OF THEIR OWN CHOOSING, ENTER INTO THIS AGREEMENT.

[signature page to follow]

Date: October \_\_, 2022

TOWN OF CLIFTON PARK

By: \_\_\_\_\_

Date: October 17, 2022

By: \_\_\_\_\_

MATTHEW ANDRUS

ACKNOWLEDGMENT

State of New York )  
County of Saratoga )

ss.:

On the 17<sup>th</sup> day of October, in the year 2022 before me, the undersigned, personally appeared MATTHEW ANDRUS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, the individual executed the instrument.

\_\_\_\_\_  
Notary Public

*This is the 5<sup>th</sup> page of a 5-page document titled "Agreement's General release"*

PATRICIA W DAILEY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DA6428469  
Qualified in Saratoga County  
My Commission Expires 01-24-2026

**Cynthia, Zlogar**

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**From:** noreply  
**Sent:** Tuesday, April 18, 2023 4:01 PM  
**To:** Cynthia, Zlogar; Mark Heggen  
**Cc:** Jean, Spiegel; Phil Barrett  
**Subject:** Resolution Request for TB Meeting: 05-01-2023 or Supervisor

**COMPTROLLER APPROVAL or Comments:**

**ATTORNEY APPROVAL or Comments:**

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

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

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

Requested Meeting Date: **05-01-2023**

Alternate Date

Brief Description: **Authorize transfer from Contingency to pay for deductible portion of liability deductible. Transfer of \$8,251 to A-01910-00108**

Budget #: **A-01910-00108**

Budget Description: **General Fund - Insurance - Insurance**

\$ Amount: **8251**

Procurement Policy, please describe. **professional services**

Additional Comments/Details: **Will bring down supporting documentation**

**RESOLUTION**  
**#12**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the Superintendent of Highways to hire George Wade in the Clifton Park Highway Department.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, after the resignation of Jordan Gardner (MEO) a vacancy exists in the Highway Department, and,

WHEREAS, Superintendent of Highways, Dahn Bull, has recommended the hiring of the following individuals:

<u>Type</u>	<u>Name</u>	<u>License Type</u>	<u>Address</u>
New Hire	George Wade	Class A	2089 Dewar Road, Ballston Spa

And,

WHEREAS, Mr. Wade has a Class A Driver's License, with many endorsements for operations necessary for the Highway department, as well as many years of experience working for the New York State Department of Transportation and Saratoga County Department of Public Works, now, therefore be it,

RESOLVED, that the Town Board authorize the hiring of George Wade as Motor Equipment Operator, at Grade 5, Step 1, at a yearly salary of \$54,496.00, at a rate of \$26.20/hr., as noted in Schedule A, effective at a start date of May 2, 2023.

# SCHEDULE A

Town of Clifton Park  
Salary Allocation

		Grade	Step	Year	Hourly Rate	2023 Weeks to End of Year	Hours	Projected to End of Year
MEO George	Wade	5	1	1	26.20	34.8	40	\$ 36,470.40
Rounded to:								<u>\$ 36,470.00</u>
Transfer funds from:								
Highway Fund - General Construction - J Gardner					27.8 weeks	DA-05110-E6040		<u>\$ 31,470.00</u>
Highway Fund - Snow Removal - J. Gardner					7 weeks	DA-05142-E6040		<u>\$ 5,000.00</u>
Transfer to:								
Highway Fund - General Construction - Emp'ee						DA-05110-Exxxx		<u>\$ 29,134.00</u>
Highway Fund - Snow Removal - Emp'ee						DA-05142-Exxxx		<u>\$ 7,336.00</u>

**Cynthia, Zlogar**

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**From:** noreply  
**Sent:** Monday, April 24, 2023 12:21 PM  
**To:** Cynthia, Zlogar; Dahn Bull  
**Cc:** Jean, Spiegel; Phil Barrett; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara  
**Subject:** Resolution Request for TB Meeting: 05-01-2023 or The Following Meeting Highway Department  
**Attachments:** 6446ac51a03ad-Resolution No.docx; 6446ac51a0d15-20230424114304932.pdf

**COMPTROLLER APPROVAL or Comments:**

**ATTORNEY APPROVAL or Comments:**

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

Department: **Highway Department**  
Your email: **dbull@cliftonpark.org**

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

Requested Meeting Date: **05-01-2023**

Alternate Date **The Following Meeting**

Brief Description: **A resolution hiring George Wade as an MEO for the Highway Department**

Budget #: **DA-5110-E1500 (Item 1 Construction), DA-5124-E1500 (Item 4 Winter)**

Budget Description: **New Employees**

\$ Amount: **Grade 5, Step 1, salary of \$54,496.00, rate of \$26.20/hr.**

Procurement Policy, please describe. **Following the Guidelines set out in the CSEA Local 1000 AFSCME, AFL-CIO**

**Contract**

Additional Comments/Details:

**RESOLUTION**  
**#13**

Resolution No. \_\_\_\_\_ of 2023, a resolution authorizing the Supervisor to sign a Lease Agreement with Fruitful Vine Christian Church, for rental of the top floor of the Burning Bush Clubhouse.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, pursuant to Town Law 64 2 (a) the Town Board is authorized to lease Town owned property; and

WHEREAS, Fruitful Vine Christian Church wishes to rent the top floor of the Burning Bush Clubhouse for a term of twelve (12) months, lease to expire on May 19, 2024, at an annual rent of \$21,600; and

WHEREAS, the Tenant may elect to remain in possession of the property after May 19, 2024 as a month to month Tenant for up to twelve (12) consecutive months; now therefore be it

RESOLVED, that the Supervisor is hereby authorized to sign the attached Lease Agreement with Fruitful Vine Christian Church for rental of the top floor of the Burning Bush Clubhouse, pending the Town Attorney's review of a Certificate of Insurance naming the Town of Clifton Park as certificate holder.

**THIS AGREEMENT OF LEASE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between

The Town of Clifton Park, a municipal corporation having its offices at 1 Town Hall Plaza, Clifton Park, NY 12065, as Landlord

And,

The Fruitful Vine Christian Church

**WITNESSETH:** The Landlord hereby leases to the Tenant the following premises:

Top floor of the Burning Bush Club House, Burning Bush Blvd,  
Town of Clifton Park, New York

for the term of 12 Months to commence from May 20, 2023 and to end on May 19, 2024, to be used and occupied only for

A Church, Daycare, and their related offices.

**1st. RENT**

That the Tenant shall pay the annual rent of \$21,600 per year, upon the conditions and covenants following: said rent to be paid in equal monthly payments in advance on the 1st day of each month and every month during the term aforesaid, as follows: \$1800 per month.

**2nd. CARE and REPAIR**

That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense, make all repairs and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements expected.

**3rd. TENANT SHALL COMPLY WITH REGULATIONS and ORDINANCES**

That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

**4th. NO ASSIGNMENT OF LEASE WITHOUT WRITTEN CONSENT OF LANDLORD**

That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or

underlet or underlease the premises, or any part thereof or make any alterations to the premises, without the Landlord's consent in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and be determined at the option of the Landlord as if it were the expiration of the original term.

#### **5th. NOTICE OF ACCIDENT, DAMAGE OR DEFECTIVE CONDITION; RESPONSIBILITIES OF TENANT**

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable. If part of the premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the premises is usable. Landlord need only repair the damaged structural parts of the premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. Landlord may cancel this lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the lease is canceled, Landlord is not required to repair the premises or building. The cancellation does not release Tenant of liability in connection with the fire or casualty. The Section is intended to replace the terms of New York Real Property Law Section 227.

#### **ACCESS TO EXAMINE PREMISES**

**6th.** The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

**7th.** The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

#### **8th. CONDITIONS UNDER WHICH LANDLORD MAY REPOSSESS PREMISES**

That if the said premises or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may reenter the said premises by force, summary proceedings, or otherwise, and remove all persons there from, without being liable to prosecution therefore, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

#### **9th. LIABILITY FOR PLATE GLASS WINDOWS**

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills for the premiums therefore shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereon shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

#### **10th. DUTY TO KEEP ENTRANCES AND WALKWAYS FREE OF OBSTRUCTIONS**

That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

#### **11th. PLACEMENT OF SIGNS**

The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except moveable signs for days of service pursuant to paragraph 33.

#### **12th. LANDLORD EXEMPT FROM LIABILITY**

That the Landlord is exempt from any and all liability for any damage or injury to person or property cause by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

### **13th. IF DEFAULT BE MADE**

That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

### **14th. LEASE SHALL NOT BE A LIEN AGAINST PREMISES**

That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of the lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expenses or damage and the term hereby granted is expressly limited accordingly.

### **15th. SECURITY DEPOSIT**

The Tenant has this day deposited the sum of \$ -----0-----as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

**16th.** The security deposited under this lease shall not be mortgaged assigned or encumbered by the Tenant without the written consent of the Landlord.

### **17th. RIGHTS OF LANDLORD IF TENANT DEFAULTS**

It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all of their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors, or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate the lease and the term hereof, on giving to the Tenant five days'

notice in writing of the Landlord's intention so to do, and the lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

**18th. TENANT SHALL NOT DO ANYTHING TO INCREASE LANDLORD'S FIRE INSURANCE PREMIUM**

That the Tenant will not nor will the Tenant permit under tenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

**19th. NON-WAIVER**

The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

**20th. EMINENT DOMAIN**

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

**21st. ABANDONED PROPERTY**

If, after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

**22nd. TENANT LIABLE FOR ENTIRE RENT**

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the reentry of the Landlord under the terms and covenants contained in this lease, or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly

payments the rent that accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay for damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

### **23rd. TENANT WAIVES RIGHTS TO REDEEM**

The Tenant waives all rights to redeem under any law of the State of New York.

**24th.** This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental prevention in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

### **25th. TENANT'S OBLIGATION FOR RENT SHALL NOT CEASE DUE TO INABILITY OF LANDLORD TO PROVIDE SERVICES OR REPAIRS**

No diminution or abatement of rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of reasonably necessary repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs nor improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

### **26th. AVAILABILITY OF PREMISES FOR POSSESSION BY TENANT**

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

**27th. SERVICES INCLUDED IN RENT**

Rent to include snow removal, taxes, mechanical maintenance, water and sewer. (Tenant responsible for all costs associated with telephone, janitorial services, heat and utilities.)

**28th. TENANT SHALL MAINTAIN LIABILITY INSURANCE**

As additional rental during the lease term, Tenant shall place and cause to be placed and maintained, for the benefit of the Landlord and Tenant with both to be named as party insured, general public liability insurance; such insurance to provide protection in minimum limits of \$1,000,000.00 of combined single limit for bodily injury or property damage. Each such policy of insurance or certificate thereof shall be promptly deposited with the Landlord. Tenant is also responsible to maintain its' own rental and contents insurance.

**29th. This paragraph intentionally left blank.**

**30th. CONDITION OF PREMISES UPON TENANT'S POSSESSION**

Premises to be in move-in condition ready, within reason, free of holes and major stains, etc.; Landlord not responsible to paint interior.

**31st. CONDITIONS AFFECTING COMMENCEMENT OF TERM**

This lease will not commence until all necessary governmental approvals are in place to occupy this building for the stated use.

**32nd. ADDITIONAL PARKING**

Tenant may at its sole option and cost, seek approval for additional parking. This will not, however in any way affect any terms of this Lease.

**33rd. PLACEMENT OF SIGNS**

Tenant may only place moveable signs at the walkway in front of the building and at the entrances to the property from Burning Bush Boulevard on days when congregational services are held. Signs on or displayed in windows are prohibited.

**34th. INFORMATION ON THE GLASS DOOR**

Tenant may place their name or other information on the glass door provided if it meets with code enforcement.

**35th.** Tenant may cancel this Lease with 60 days prior written notice if the tenant can provide evidence of financial hardship.

**36th.** Tenant agrees not to hold special events on days when regular congregational services are held, between the Friday of each Memorial Day weekend and Labor Day of each year, during hours when the Town pool is open.

**37th.** Tenant agrees to defend, indemnify and hold Landlord harmless against any claims resulting from the acts or omissions of Tenant, its agents, or any Subleases.

**38th.** Tenant may elect to remain in possession of the property after May 19, 2024 as a month to month tenant for up to twelve (12) consecutive months by giving Landlord notice of Tenant's intent to remain or vacate at least thirty (30) days before the end of the Lease term or before.

And the said Landlord doth covenant that the said Tenant, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

**AND IT IS MUTUALLY UNDERSTOOD AND AGREED** that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

**IN WITNESS WHEREOF**, the Landlord and Tenant have duly executed this lease the day and year first above written.

**LANDLORD**

**TENANT**

TOWN OF CLIFTON PARK

Fruitful Vine Christian Church

BY: \_\_\_\_\_

BY: \_\_\_\_\_