


TOWN OF CLIFTON PARK TOWN BOARD MEETING

May 08, 2023

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

 ONLINE BOARD MEETINGS

- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**

Please be advised that the Town of Clifton Park hereby gives public notification that the Town of Clifton Park Draft Annual Report, as required by the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer System (MS4) Operators is now available for public review and comment. You can find a copy of the report at: www.cliftonpark.org and/or at Town Hall during regular business hours and/or by emailing a request for a copy to: sreese@cliftonpark.org. All questions or comments should also be directed to sreese@cliftonpark.org, 518-371-6054, x226, One Town Hall Plaza, Clifton Park, NY 12065.

- VI. **Business**
 - **Resolutions for Consideration**
 - **Other Business**

- VII. **Open Public Privilege**

NOTE:

Please check www.cliftonpark.org for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board

thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

VIII. Adjournment

Resolutions for Consideration
Clifton Park Town Board Meeting
May 08, 2023

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Senior Center	Appoint Donovan Ryan to permanent status as the Clifton Park Senior Community Center Program Coordinator per Civil Service Classification	P. Barrett
2. Buildings & Grounds	Accept the quote from Commercial Paving for the sports court improvement project at the Village Green, Stony Park District #1	P. Barrett
3. Building & Grounds	Accept a quote from Belleard Contracting for the installation of an ADA-compliant handrail at the Clifton Park Senior Community Center	P. Barrett
4. Buildings & Grounds	Schedule a Public Hearing to amend permit fees at the Transfer Station	P. Barrett
5. Buildings & Grounds	Authorize the purchase of playground equipment, play apparatus and structures for the rebuild of the Kids Corner/ Castle Park Playground at the Clifton Commons	P. Barrett
6. Parks & Recreation	Authorize the hiring of Lifeguards for the 2023 Town Pool Season	A. Reid & L. Walowit
7. Sewer	Accept the sewer improvements in the Waite Meadows Subdivision and related easements	P. Barrett
8. Highway	Authorize the hiring of William Bacon as a Motor Equipment Operator	D. Bull

RESOLUTION

#1

Resolution No. _____ of 2023, a resolution appointing Donovan Ryan to permanent status as the Program Coordinator at the Clifton Park Senior Community Center.

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

WHEREAS, Donovan Ryan, of Schenectady, NY, was provisionally appointed by Resolution No. 231 of 2020 as Program Coordinator at the Senior Community Center, and

WHEREAS, Mr. Ryan successfully passed the Civil Service Exam for the position of Program Coordinator and was certified as a permanent employee on April 24, 2023; now, therefore be it

RESOLVED, that Donovan Ryan, of Schenectady, NY, is hereby appointed to permanent status as Program Coordinator at the Clifton Park Senior Community Center, per Civil Service Certification as of April 24, 2023.

RESOLUTION
#2

Resolution No. _____ of 2023, a resolution awarding the paving contract for the improvements to the sports courts at Village Green, Stony Creek #1 Park District pursuant to competitive bid.

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

WHEREAS, by Resolution 61 of 2023, the Town Board authorized the retention of Environmental Design Partnership (EDP), to design the development plan and to prepare bid documents for the improvements to the sports courts in the Stony Creek #1 Park District; and

WHEREAS, on behalf of the Town Board, EDP published bid specifications and solicited sealed bids for the paving of the project pursuant to General Municipal Law 103, and

WHEREAS, after a bid opening on April 24, 2023, EDP performed a bid analysis and recommended that the paving contract be awarded to Commercial Paving Company, LLC, as low bidder, not to exceed \$65,900; now, therefore be it

RESOLVED, that the Town Board accepts the recommendation of the project design engineer, EDP and hereby awards the paving contract for the improvements to the sports courts at Village Green, Stony Creek #1 Park District, pursuant to General Municipal Law 103, at a cost not to exceed \$65,900: and be it further

RESOLVED, that the Comptroller is authorized to transfer funds from SP-00914 (Assigned Fund Balance) to SP9-07136-00200 (Stony Creek 1 PD-Village Green-Equipment) to pay for the project.

Resolution No. 61 of 2023, a resolution to retain Environmental Design Partnership (EDP) to perform design and construction engineering services for improvements to the sports courts at Village Green, Stony Creek #1 Park District.

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

WHEREAS, Stony Creek #1 Park District has asked the Town Board to proceed with the engineering service proposal submitted by EDP, to prepare options to transform one (1) existing tennis court into three (3) pickleball courts, at a cost not to exceed \$10,000, and

WHEREAS, EDP has successfully designed and performed construction inspection services at numerous sports court facilities within the Town, and

WHEREAS, Supervisor Barrett recommends accepting the EDP proposal, based upon their qualifications for the services to be rendered, and upon recent successful experience with the Town park projects; now, therefore, be it

RESOLVED, the Town Board, as Commissioners of the Stony Creek #1 Park District, determined that it is in the public interest to engage EDP for engineering construction management services, and be it further

RESOLVED, that the Supervisor is authorized to execute an agreement with EDP for professional engineering services for the sports court project at Stony Creek #1 Park District, and be it further

RESOLVED, that the Supervisor is authorized to retain Environmental Design Partnership per the attached scope of work, for design/planning and bid document preparation for improvements to the sports courts at Village Green, Stony Creek #1 Park District in an amount not to exceed \$10,000; and be it further

RESOLVED, that the Comptroller is authorized to transfer \$10,000 from SP9-7115-200 (Stony Creek I Park District-Parks-Equipment) to SP9-7115-135 (Stony Creek I Park District-Parks-Engineering) to offset costs associated with the proposal.

ROLL CALL VOTE

Ayes: Councilman Morelli, Councilwoman Reid, Councilman O'Hara,
Councilwoman Walowit, Supervisor Barrett

Noes: None

DECLARED ADOPTED

March 13, 2023

Teresa Brobston, Town Clerk

VILLAGE GREEN PARK COURT IMPROVEMENTS BID

4/24/23 @ 2PM

COMPANY NAME	TOTAL BID AMOUNT
DelSignore Blacktop Paving	\$94,650
Commercial Paving Co.	\$65,900

Dan Clemens

From: John Lyon <jlyon@edpllp.com>
Sent: Thursday, April 27, 2023 1:12 PM
To: Dan Clemens; John Scavo; Teresa Brobston
Subject: Village Green Park Court Improvements

I have reviewed the bid and project with CPC. I recommended the award of the contract to CPC. Please let me know if you need anything else.

John Lyon, RLA
Landscape Architect



Environmental Design Partnership
900 Route 146
Clifton Park, NY 12065
518.371.7621 ext. 131 (o)
518.579.5120 (direct)

Dan Clemens

From: Brian Easton <eastonb@nycap.rr.com>
Sent: Tuesday, May 2, 2023 6:24 AM
To: Dan Clemens
Subject: RE: Village Green Park Court Improvements

We voted to accept the Commercial Paving Company bid of \$65,900 to modify the current Village Green tennis court into 3 pickleball courts. Please proceed to get this on to the Town Board agenda.

Thanks,

Brian

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Friday, April 28, 2023 10:46 AM
To: Brian Easton <eastonb@nycap.rr.com>
Subject: RE: Village Green Park Court Improvements

Sounds good, thank you.

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: Brian Easton <eastonb@nycap.rr.com>
Sent: Friday, April 28, 2023 9:32 AM
To: Dan Clemens <DClemens@cliftonpark.org>
Subject: RE: Village Green Park Court Improvements

I just requested an email vote on this. Per our bylaws, people have until Monday to vote so I can get you an answer first thing Tuesday. I expect passage but we need to let the process play out.

From: Dan Clemens <DClemens@cliftonpark.org>
Sent: Friday, April 28, 2023 8:30 AM
To: Brian Easton <eastonb@nycap.rr.com>
Cc: 'Paul Bylenok' <bylenok@gmail.com>
Subject: RE: Village Green Park Court Improvements

If you can do it earlier, it would be better. If we wait until after your meeting of the 9th I can't get it on the town board agenda until the June 5th meeting. If I get a request in by 3:00 pm Tuesday the 1st, it can be on the 8th meeting, or by 3:00pm Tuesday the 9th I can get it on the 15th meeting.

Daniel J. Clemens
Director of Buildings, Parks and Recreation
Town of Clifton Park, NY

BID FORM

ALL BIDS SHALL BE IN A SEALED ENVELOPED MARKED:

Village Green Park Court Improvements

AND RETURNED TO:

**TOWN OF CLIFTON PARK
1 Town Hall Plaza
Clifton Park, NY 12065**

DATE OF BID OPENING: 2 pm Local Time on Monday, April 24, 2023

BID PROPOSAL SUBMITTED BY: Commercial Paving Company, LLC
(Contractor)

TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient.....	1
ARTICLE 2 – Bidder’s Acknowledgements	1
ARTICLE 3 – Bidder’s Representations.....	1
ARTICLE 4 – Bidder’s Certification	2
ARTICLE 5 – Basis of Bid	3
ARTICLE 6 – Time of Completion	4
ARTICLE 7 – Attachments to this Bid	4
ARTICLE 8 – Defined Terms.....	4
ARTICLE 9 – Bid Submittal.....	4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

BIDDER'S NAME: Commercial Paving Company, LLC

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices. Prices shall include all supervision, labor, equipment, and materials necessary to complete the work.

BASE BID TABLE		
ITEM	DESCRIPTION	PRICE
1	Village Green Park Court Improvements	65,900.00

TOTAL BASE BID\$ 65,900.00

(WRITTEN AMOUNT): SIXTY FIVE THOUSAND NINE HUNDRED DOLLARS

5.02 Bidder submits the following prices for alternates, each as described by Specification Section 01230. Prices shall include all supervision, labor, equipment, and materials necessary to complete the work.

ALTERNATES		
ITEM	DESCRIPTION	PRICE

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be physically complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 15, 2023** as indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: EIN 27-2896589
 - G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Commercial Paving Company, LLC

By:

[Signature]

[Printed name]

KARLIE BOLEN, GM

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Chris Williams

Title:

Operations manager

Submittal Date:

4-24-23

Address for giving notices:

P.O. Box 4399, Queensbury NY 12804

Telephone Number:

(518) 747-3649

Fax Number: (518) 761-0707

Contact Name and e-mail address: Karlie Bolen

kbolen@cpcpaving.com

Bidder's License No.: EIN 27-2896587
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID BOND

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

BIDDER (Name and Address):

Commercial Paving Company, LLC
1380 Towpath Lane
Fort Edward, NY 12828

SURETY (Name, and Address of Principal Place of Business):

Western Surety Company
c/o CNA Surety
151 N. Franklin Street
Chicago, IL 60606

OWNER (Name and Address):

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

BID

Bid Due Date: April 24, 2023

Description (Project Name— Include Location): Village Green Park Court Improvements Located at Weston Drive,
Town of Clifton Park

BOND

Bond Number: N/A

Date: April 24, 2023

Penal sum Five Percent of the Attached Bid \$ (5%)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Commercial Paving Company, LLC (Seal)
Bidder's Name and Corporate Seal

SURETY

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By:

[Signature]
Signature

By:

[Signature]
Signature (Attach Power of Attorney)

KARLIE BOLEN
Print Name

Jaymie Patricia Columbus
Print Name

GENERAL MANAGER
Title

Attorney-in-Fact
Title

Attest:

[Signature]
Signature

Witness:
Attest

[Signature]
Signature Tiffany Gocha

Title Witness

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

~~CORPORATE~~ LLC

STATE OF New York }
COUNTY OF Warren } ss

On this 24th day of April, 2023, before me personally appeared Karlie Polen to me known, who, being by me first duly sworn, did depose and say that he/she resides in Queensbury, NY; that he/she is the General Manager of Commercial Paving Co. LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Members
LUANN L FLINT

NOTARY PUBLIC-STATE OF NEW YORK
No. 01FL6253970

Qualified in Warren County

My Commission Expires January 09, 2024 **SURETY**

Luann L Flint
Notary Public

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

I, Tiffany Gocha Notary Public of Saratoga County, in the State of New York do hereby certify that Jaymie Patricia Columbus Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 24th day of April, A.D. 2023.

TIFFANY GOCHA
Notary Public, State of New York
Qualified in Saratoga County
No. 01G06434469
Commission Expires June 6, 2026

Tiffany Gocha
Notary Public

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds	\$	1,963,735,416
Stocks		16,356,743
Cash, cash equivalents, and short-term investments		842,484
Receivables for securities		50,000
Investment income due and accrued		18,288,449
Premiums and considerations		58,660,094
Amounts recoverable from reinsurers		31,089,427
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		16,569,622
Receivable from parent, subsidiaries, and affiliates		-
Other assets		1,385
Total Assets		\$ 2,105,593,621

LIABILITIES AND SURPLUS

Losses	\$	191,034,021
Loss adjustment expense		52,287,429
Commissions payable, contingent commissions and other similar charges		12,200,032
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,809,360
Federal and foreign income taxes payable		6,216,918
Unearned premiums		288,685,277
Advance premiums		7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)		6,756,776
Amounts withheld or retained by company for account of others		9,359,697
Provision for reinsurance		280,055
Payable to parent, subsidiaries and affiliates		10,262,438
Payable on security transactions		-
Other liabilities		149,612
Total Liabilities		\$ 589,010,150

Surplus Account:

Common stock	\$	4,000,000
Gross paid in and contributed surplus		286,896,195
Unassigned funds		1,225,687,276
Surplus as regards policyholders		\$ 1,516,583,471
Total Liabilities and Capital		\$ 2,105,593,621

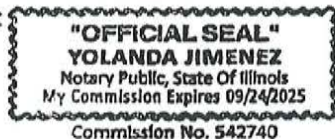
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Grasso, Charles C Leach, Jaymie Patricia Columbus, Kimberly Ritchie, Tiffany Gocha, Individually

of Latham, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of November, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

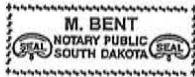
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of April, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Commercial Paving Company, LLC

Address: P.O. Box 4399, Queensbury NY 12804

2. SUBMITTED TO:

Town Of Clifton Park

3. SUBMITTED FOR:

Owner: Town of Clifton Park

Project Name: Village Green Park Court Improvements

TYPE OF WORK:

Asphalt milling and paving

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Karlie Bolen

Title: General Manager

Phone: (518) 747-3649

Email: kbolen@cpcpaving.com

5. AFFILIATED COMPANIES:

Name: _____
Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____
Doing Business As: _____
Date of Organization: _____

PARTNERSHIP

Date of Organization: _____
Type of Partnership: _____
Name of General Partner(s): _____

CORPORATION

State of Organization: _____
Date of Organization: _____
Executive Officers:
- President: _____
- Vice President(s): _____

- Treasurer: _____
- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: NEW YORK

Date of Organization: 06/10/2010

Members: REAL PARK MULCH

DAN GALUSHA

MATT GALUSHA

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Western Surety Company

Address: 151 N. Franklin Street, Chicago IL, 60606

Bonding Agent: Arthur J. Gallagher Risk Management Services, Inc

Address: 30 Century Hill Drive, Suite 200, Latham NY, 12110

Contact Name: Jaymie Columbus

Phone: (518) 391-2219

Aggregate Bonding Capacity: 12 Million

Available Bonding Capacity as of date of this submittal: 12 Million

10. FINANCIAL INFORMATION

Financial Institution: Glens Falls National

Address: 20 South St, Glens Falls, NY 12801

Account Manager: Mark Galough

Phone: 518-793-4121

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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

NAME OF ORGANIZATION: Commercial Paving Company, LLC

BY: Karlie Bolen 

TITLE: General Manager

DATED: 04/24/2023

NOTARY ATTEST: 

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24th DAY OF April, 2023

NOTARY PUBLIC - STATE OF NY

MY COMMISSION EXPIRES: 3-31-24

NICHOLE MENARD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ME6184198
Qualified in Saratoga County
My Commission Expires 03-31-2024

REQUIRED ATTACHMENTS

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

CURRENT EXPERIENCE

SCHEDULE A

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
NYS Office of General Services	Name: Julie Rodriguez Address: Telephone:	Name: Company: NYS Office of General Services Telephone: (518) 235-7108	08/15/2022	Paving		\$6,500.00
Gloversville ESD	Name: Mitchell Schweitzer Address: Telephone:	Name: Company: GSArch Telephone: (518) 978-3300	07/05/2022	Paving		\$380,000.00
City of Glens Falls	Name: Jermey Schneible Address: Telephone:	Name: Company: City of Glens Falls Telephone: (518) 761-3850	07/07/2022	Paving		\$959,500.00
Addiction Care Center	Name: Brian Blake Address: Telephone:	Name: Company: Lomonaco & Pitts, Architects P.C. Telephone:		Paving		\$20,000.00
Hunter-Tannersville CSD	Name: Douglass Schoomaker Address: Telephone:	Name: Company: Rhinebeck Architecture Telephone: (518) 273-0334	06/20/2022	Paving		\$68,200.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Town Of Glenville	Name: TAMMY STOCKER Address: Telephone: 518-688-1240	Name: Company: Town Of Champlain Telephone: 518-688-1240				\$58,600.00
Boint Hills Bolton 104-c USD	Name: Address: Telephone:	Name: Company: Telephone:				\$109,000.00
City of Glens Falls Housing Authority	Name: Address: Telephone:	Name: Company: Telephone:				\$294,900.00
Town Of Bolton	Name: Address: Telephone:	Name: Company: Telephone:				\$626,000.00
	Name: Address: Telephone:	Name: Company: Telephone:				

NON-COLLUSION FORM

GENERAL MUNICIPAL LAW
CHAPTER 675

Amending 103-d - General Municipal Law

*(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any mater relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor;
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Commercial Paving Company, LLC
FIRM

Karlie Bolen
BY
04/24/2023
DATE

CONTRACT NO.(S) _____

CONTRACT NAME(S) _____

AFFIDAVIT – WORKER'S COMPENSATION

State of New York

SS:

County of Warren

Karlie Bolen, General Manager

of Commercial Paving Company, LLC

Being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: 

Subscribed and sworn to before me

This 24th day of April, 2023



Notary Public

NICHOLE MENARD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ME6184198
Qualified in Saratoga County
My Commission Expires 03-31-2024

12:51 PM
04/24/23
Accrual Basis

Commercial Paving Company LLC
Balance Sheet
As of December 31, 2022

	<u>Dec 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	744,917.96
Accounts Receivable	1,559,134.59
Other Current Assets	<u>147,862.27</u>
Total Current Assets	2,451,914.82
Fixed Assets	<u>911,352.42</u>
TOTAL ASSETS	<u><u>3,363,267.24</u></u>
LIABILITIES & EQUITY	
Liabilities	1,126,613.23
Equity	<u>2,236,654.01</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,363,267.24</u></u>

12:52 PM
04/24/23
Accrual Basis

Commercial Paving Company LLC
Balance Sheet
As of December 31, 2021

	<u>Dec 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	1,157,408.97
Accounts Receivable	1,040,015.44
Other Current Assets	<u>542,342.81</u>
Total Current Assets	2,739,767.22
Fixed Assets	<u>681,512.63</u>
TOTAL ASSETS	<u><u>3,421,279.85</u></u>
LIABILITIES & EQUITY	
Liabilities	169,142.16
Equity	<u>3,252,137.69</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,421,279.85</u></u>

12:53 PM
04/24/23
Accrual Basis

Commercial Paving Company LLC
Balance Sheet
As of December 31, 2020

	<u>Dec 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	1,286,262.76
Accounts Receivable	1,863,727.77
Other Current Assets	<u>257,670.24</u>
Total Current Assets	3,407,660.77
Fixed Assets	<u>178,482.81</u>
TOTAL ASSETS	<u><u>3,586,143.58</u></u>
LIABILITIES & EQUITY	
Liabilities	466,213.56
Equity	<u>3,119,930.02</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,586,143.58</u></u>

Department of State
Division of Corporations

Entity Information

[Return to Results](#) [Return to Search](#)

Entity Details

ENTITY NAME: COMMERCIAL PAVING COMPANY, LLC	DOS ID: 3963680
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 06/18/2010	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 06/19/2010	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: WASHINGTON	NEXT STATEMENT DUE DATE: 06/30/2024
JURISDICTION: NEW YORK, UNITED STATES	NFP CATEGORY:

[ENTITY DISPLAY](#) [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: COMMERCIAL PAVING COMPANY, LLC
Address: 1380 TOWPATH LANE, FORT EDWARD, NY, UNITED STATES, 12828

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:
Address:

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
-------------	------------------	-----------------



4/24/2023

To Whom It May Concern;

By resolution of a Consent of Members, Commercial Paving LLC delegated authority as of June 20, 2017 to Karlie Bolen, to bind the Company and enter into binding contracts and agreements and execute documents on behalf of the LLC.

Sincerely,
Human Resources
Commercial Paving Company, LLC

Cynthia, Zlogar

From: Mark Heggen
Sent: Tuesday, May 2, 2023 12:03 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: 05-08-2023 or May 15th Buildings & Grounds

The available balance in the Stony Creek I Park District is just over \$114,000. The typical expenditures on an average year is \$25,000, so they will have enough available funds without bonding. The funds will have to be transferred out of Assigned Fund Balance – SP9 – 00914, and transferred to SP9-07136-00200 (Stony Creek I PD – Village Green – Equipment).

Mark

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

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

mheggen@cliftonpark.org

From: noreply <noreply@cliftonpark.org>
Sent: Tuesday, May 2, 2023 7:39 AM
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: 05-08-2023 or May 15th 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: **05-08-2023**

Alternate Date May 15th

Brief Description: **Accept the bid from Commercial Paving Co. for the court improvement project at the Village Green, Stoney Creek PD #1**

Budget #: **SP9-7136-200**

Budget Description: **Stoney Creek PD #1 - Village Green**

\$ Amount: **\$65,900.00**

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

Additional Comments/Details: **This project has been worked on through EDP. They reviewed the bids and recommended CPC. Email from John Lyon and Brian Easton both included in the backup**

RESOLUTION
#3

Resolution No. _____ of 2023, a resolution awarding the contract for the installation of 56 feet of ADA (Americans with Disabilities Act)-compliant handrail in a hallway of the Clifton Park Senior Community Center.

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

WHEREAS, a hallway in the Clifton Park Senior Community Center is in need of an ADA-compliant handrail, and

WHEREAS, Dan Clemens, Director of Buildings, Parks and Recreation, requested quotes for the installation of a 56-foot ADA-compliant handrail in the hallway of the Senior Center, and

WHEREAS, quotes were received on or before February 28, 2023; and

WHEREAS, Belleard Contracting, 40 Dunsbach Road, Clifton Park, NY, submitted the lowest responsive quote, in the amount of \$7,800; and

WHEREAS, Mr. Clemens recommends that the contract be awarded to Belleard Contracting, and

WHEREAS, the Clifton Park Senior Community Center has raised approximately \$2,800 to use towards the cost of this handrail project, and

WHEREAS, the Town Board accepts the \$2,800 raised by the Senior Center to help fund this project, now, therefore, be it

RESOLVED that the contract for the installation of the 56-foot ADA-compliant handrail in the hallway of the Clifton Park Senior Community Center is awarded to Belleard Contracting, of Clifton Park, NY, for an amount not to exceed \$7,800, of which \$5000 is to be paid from A-1624-200 (General Fund- H. Kinns Community Center- Equipment) and the remaining balance of \$2,800 is to be paid with the funds raised and donated by the Clifton Park Senior Community Center, with an increase in expenditures of \$2,800 in A-1624-200 and a corresponding increase in donations of \$2,800 to A-2705 (General Fund- Gifts & Donations).



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 installation of a handrail located at the Clifton Park Senior Community Center, 6 Clifton Common Court Clifton Park NY 12065.

Scope of work is as follows but not limited to:

Remove sheetrock along approximately 56 feet of hallway to allow for wooden blocking.

Install 2x8 wooden blocking between metal studs the entire length of railing.

Replace sheetrock, tape, and paint to match existing color.

Install ADA and building code compliant handrail.

Contractor is responsible for contacting the Town building department for all required inspections.

The entire worksite must remain clean and safe throughout entire project.

Off hour work may be required

Dispose of all waste properly

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

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

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

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

Quotes are due by Tuesday February 28, 2023 at 2:00pm

SENT TO
4 COMPANIES
2/7/2023

Town of Clifton Park
Buildings & Grounds

Quote Cover Sheet

Date: March 1, 2023

**Description: Supply and install approximately 56 feet of handrail
in the hallway of the senior center**

Vendor #1: Belleard Contracting - \$7,800.00

Vendor #2: KDS Contracting, LLC - \$8,000.00

Vendor #3: Relyea & Sons - no reply

Vendor #4: TRE property solutions - no reply

Vendor #5:

Vendor #6:

Comments:

Decision: Belleard Contracting - \$7,800.00

Proposal

BELLEARD CONTRACTING
 40 DUNSIBRICH RD
 CLIFTON PARK NY 12065
 518-424-4444

PROPOSAL SUBMITTED TO: Town of Clifton Park	JOB NAME ADA Handrails	JOB # N/A
ADDRESS OWN TOWN HALL PLAZA	JOB LOCATION Clifton Park SENIOR CTR	
Clifton Park NY 12065	DATE 2/19/2023	DATE OF PLANS N/A
PHONE # 518-371-6651	FAX # 518-371-1136	ARCHITECT N/A

We hereby submit specifications and estimates for:

REMOVE SHEET ROCK APPROX 60'
 INSTALL 2x8 BLOCKING BETWEEN METAL STUD'S
 REPLACE SHEET ROCK TAPE REPAIR WALLS EXISTING COLOR
 INSTALL ADA COMPLIANT HANDRAIL'S
 AFTER HOUR'S WORK
 CLEAR AREA @ REMOVE OF WASTE RAMP & TOOL'S
 AFTER EACH NIGHT

\$ 7,800.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ SEVEN THOUSAND EIGHT HUNDRA ⁰⁰/₁₀₀ Dollars

with payments to be made as follows: AFTER COMPLETION AND INSPECTION OF JOB

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

James Belleard
 Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

KDS Contracting, LLC

41 Berkshire Dr W
Clifton Park, NY 12065 US
+1 5189355923
kdscontractingco@gmail.com
www.kdscontractingllc.com



Estimate

ADDRESS
Daniel J. Clemens
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

ESTIMATE 11357
DATE 02/28/2023

DATE		DESCRIPTION	QTY	RATE	AMOUNT
02/28/2023	Sales	Clifton Park Senior Community Center	1	4,000.00	4,000.00
		Install 56LFT. of Black Powder Coated Handrail according to ADA Standards			
	Sales	Materials	1	4,000.00	4,000.00
		(See materials list)			
SUBTOTAL					8,000.00
TAX					0.00
TOTAL					\$8,000.00

Accepted By

Accepted Date

Cynthia, Zlogar

From: noreply
Sent: Thursday, April 27, 2023 9:43 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: 05-08-2023 or May 15th Buildings & Grounds
Attachments: 644a7bf56e426-senior center hand rail packet 3.1.23.pdf

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

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

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

Requested Meeting Date: **05-08-2023**

Alternate Date **May 15th**

Brief Description: **Hire Belleard Contracting to install 56 feet of ADA handrail at the senior center.**

Budget #: **A 1624-24**

Budget Description: **H. Kinns Community Center - Repairs & Maintenance**

\$ Amount: **\$7,800.00**

Procurement Policy, please describe. **hire contractor**

Additional Comments/Details: **The center has raised about \$2800 to use towards this project**

RESOLUTION

#4

Resolution No. _____ of 2023, a resolution scheduling a public hearing on a proposal to amend the permit fees collected according to the Transfer Station fee schedule.

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

WHEREAS, Section 97-3 (A) and (B) of the Town Code contains the fee schedule for residents wishing to utilize the Transfer Station, and

WHEREAS, the Town Board wishes to schedule a public hearing on the proposal to adjust the prorated permit fees and the number of allowable card punches per permit, under Chapter 97 of the Town Code; and

WHEREAS, the Town Board wishes to consider these adjustments to the fee schedule for Transfer Station permits, as posted and published; now, therefore be it

RESOLVED, that a Public Hearing is hereby scheduled for June 5, 2023, at 7:10 P.M. in the Wood Memorial Room at One Town Hall Plaza, Clifton Park, NY, on a proposal to amend the fee schedule for the Transfer Station; and be it further

RESOLVED, that the Town Clerk is directed to publish notice of the proposal, attached.

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

§ 97-3 Permit fees, entitlements and regulations.

[Amended 5-24-1993 by Ord. No. 1-1993; 3-21-1994 by Ord. No. 1-1994; 3-20-1995 by L.L. No. 4-1995; 4-6-1998 by L.L. No. 2-1998; 4-1-2002; 6-2-2008 by L.L. No. 4-2008; 2-27-2012 by L.L. No. 4-2012]

- A. The fee for annual and prorated permits shall be: **[Amended 4-7-2014 by L.L. No. 2-2014; 4-2-2018 by L.L. No. 2-2018]**
- (1) May 1 to April 30:
 - (a) Annual primary permit: \$100. **[Amended 4-6-2020 by L.L. No. 2-2020]**
 - (b) Senior citizen permit: \$50. **[Amended 4-6-2020 by L.L. No. 2-2020]**
 - (c) Social security disability or disabled American veteran permit: \$45. **[Amended 4-6-2020 by L.L. No. 2-2020]**
 - (d) Two punch cards consisting of [104] **100 punches.**
 - (e) The nonresident permit fee shall be \$150. Annually. **[Added 5-20-2019 by L.L. No. 6-2019]**
 - (2) **[These fees shall be prorated for purchase throughout the year by reducing the primary permit by \$10 each quarter, on August 1, November 1, and February 1 of each year.]** **[These fees shall be reduced to ½ price on November 1 of each year.** Discounted permits for senior citizens and for social security disability and disabled American veterans shall be reduced by \$5 each quarter on the same schedule.
- [(3) The permit sticker fee for additional vehicles registered at the same address as the primary permit holder shall be \$5 per vehicle for a limit of two permit stickers in addition to the primary permit per address.]
- B. Punch cards; bag deposit.
- (1) Upon purchase of the annual primary permit, each purchaser shall receive two punch cards consisting of **[52] 50** punches per card. Each punch shall entitle the owner of the primary permit to deposit one thirty-six-gallon bag of refuse or its equivalent.
 - (2) In the alternative, a primary permit holder may opt to pay \$1 for the deposit of a thirty-six-gallon bag or its equivalent at the convenience transfer station. **[Amended 4-20-2015 by L.L. No. 5-2015]**
- C. Such permit must be exhibited upon demand to the attendant duly designated to be in charge of said public convenience transfer station or to any other person duly authorized by the Town Board.
- D. A permittee whose permit has been suspended or revoked may have a hearing before the Town Board in connection with such suspension or revocation upon notifying the Town Clerk, in writing, of his desire for such hearing.
- E. The Town Board may authorize the publication and posting of a fee schedule for individual bulk items and may authorize adjustments to the Bulk Item Fee Schedule by resolution. **[Added 4-6-2020 by L.L. No. 2-2020]**

§ 97-1 Applicability.

This article shall apply to dumping upon such premises within the Town of Clifton Park as are lawfully established as a convenience transfer station or dumping grounds.

§ 97-2 Restrictions on use; permit required.

- A. No person shall deposit or cause to be deposited any substance of any kind on premises established as a convenience transfer station or dumping grounds of this Town, except in places and in the manner directed by the person in charge of the premises under the authority of the Town Board, if such person is so designated, or by a sign or signs erected upon the premises by the authority of the Town Board.
- B. No person shall deposit or cause to be deposited on premises established as a convenience transfer station or dumping grounds of the Town any substance of any kind which originated or was collected from outside the Town of Clifton Park, except as may be authorized by the Convenience Transfer Station Supervisor, pursuant to rules and regulations established by resolution of the Town Board.
[Amended 3-20-1995 by L.L. No. 4-1995]
- C. No person who does not reside within the Town of Clifton Park may deposit or cause to be deposited any substance of any kind on the premises established as a convenience transfer station or dumping grounds of the Town of Clifton Park.
- D. A resident of the Town of Clifton Park or any owner of real property located within the Town of Clifton Park not engaged in the collection of waste materials or waste substances shall be permitted to dump refuse, provided that such resident or owner has obtained an annual convenience transfer station permit. The term of each such permit shall be for a period to commence on May 1 and to end on April 30 of each year. Such permit may be suspended or revoked for cause upon evidence satisfactory to the Town Board that the restriction, limitation and prohibitions set forth in this article or the rules and regulations adopted pursuant to § 97-5 of this article have been violated by the holder thereof.

§ 97-3 Permit fees, entitlements and regulations.

[Amended 5-24-1993 by Ord. No. 1-1993; 3-21-1994 by Ord. No. 1-1994; 3-20-1995 by L.L. No. 4-1995; 4-6-1998 by L.L. No. 2-1998; 4-1-2002; 6-2-2008 by L.L. No. 4-2008; 2-27-2012 by L.L. No. 4-2012]

- A. The fee for annual and prorated permits shall be:
[Amended 4-7-2014 by L.L. No. 2-2014; 4-2-2018 by L.L. No. 2-2018]
 - (1) May 1 to April 30:
 - (a) Annual primary permit: \$100.
[Amended 4-6-2020 by L.L. No. 2-2020]
 - (b) Senior citizen permit: \$50.
[Amended 4-6-2020 by L.L. No. 2-2020]
 - (c) Social security disability or disabled American veteran permit: \$45.
[Amended 4-6-2020 by L.L. No. 2-2020]
 - (d) Two punch cards consisting of 104 punches. *100*
 - (e) The nonresident permit fee shall be \$150. Annually.
[Added 5-20-2019 by L.L. No. 6-2019] *1/2 price.*
 - (2) These fees shall be prorated for purchase throughout the year by reducing the primary permit by \$10 each quarter, on ~~August 1~~, November 1, and ~~February 1~~ of each year. Discounted permits for senior citizens and for social security disability and disabled American veterans shall be reduced by \$5 each quarter on the same schedule.
 - (3) The permit sticker fee for additional vehicles registered at the same address as the primary permit holder shall be \$5 per vehicle for a limit of two permit stickers in addition to the primary permit per address.
- B. Punch cards; bag deposit.
 - (1) Upon purchase of the annual primary permit, each purchaser shall receive two punch cards consisting of 52 punches per card. Each punch shall entitle the owner of the primary permit to deposit one thirty-six-gallon bag of refuse or its equivalent. *50*
 - (2) ^[1]In the alternative, a primary permit holder may opt to pay \$1 for the deposit of a thirty-six-gallon bag or its equivalent at the convenience transfer station.
[Amended 4-20-2015 by L.L. No. 5-2015]

NOV. 1 - 1/2 PRICE

[1] Editor's Note: Former Subsection B(2), regarding additional punch cards, was repealed 4-2-2018 by L.L. No. 2-2018. This local law also renumbered former Subsection B(3) as Subsection B(2).

RESOLUTION
5

Resolution No. _____ of 2023, a resolution approving the acquisition and installation of Playground Equipment, play apparatus, and related design and construction consultation services for the Castle Park/Kids' Corner Playground at the Clifton Commons.

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

WHEREAS, pursuant to General Municipal Law §103 (16) municipalities are authorized to purchase apparatus, materials, and equipment, as well as services related to the installation of such apparatus, through contracts for goods or services that have been awarded as a result of a competitive process or another state or political subdivision thereof, and

WHEREAS, Sourcewell-mn.gov is a service cooperative created under Minnesota Statutes 123A.21, and provides cooperative purchasing and services contracts under Minnesota Statutes 471.59 to participating agencies and governments, and

WHEREAS, The Town has been working with MJ Engineering to locate and specify updated playground equipment for the Castle Park/Kids' Corner playground at the Clifton Commons, and

WHEREAS, the equipment is available through Sourcewell as a result of a Request for Proposal competitive solicitation, with accompanying design and installation services associated with the contract, and

WHEREAS, the Town has been awarded an Empire State Development Corporation reimbursement grant of \$200,000 to be used toward the cost of this project, and

WHEREAS, Landscape Designers at MJ Engineering recommend that the Town acquire the Playground equipment and apparatus from BCI Burke Company, Fond du Lac, WI, with design and installation services through Play by Design, through Sourcewell Contract #010521; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute a purchase order to acquire upgraded play apparatus and playground equipment from BCI Burke Company and design and installation services through Play by Design through Sourcewell Contract #010521-BUR, in an amount not to exceed \$693,180, and be it further

RESOLVED, that the Comptroller is authorized to increase revenues A-0389 (General Fund-NYS Revenues) and expenditures A-7112-200 (General Fund-Clifton Common-Equipment) by \$200,000 to account for reimbursement grant funds for the project, and be it further

RESOLVED, that the Comptroller is authorized to transfer \$493,180 from A-07109-00200 (General Fund- ARPA Park Improvements-Equipment) to A-7112-200 (General Fund-Clifton Common- Equipment) to cover the costs of the purchase.



304 north geneva street
ithaca, ny 14850

4/28/2023

Clifton Common Playground Rebuild

Town of Clifton Park, NY

ID# 101000

SourceWell Contract # 010521-BUR

BCI Burke

Fond du Lac, WI 54936 U.S.A.

Open Market Items:

- Custom Designed PBD Structure: **\$298,301**
 - Includes PBD Custom Components, Building Materials, and Hardware
- Installation of PBD Structure and All Playground Equipment: **\$136,000**
 - Includes Travel, Lodging, Concrete, Heavy Machinery Rental, and Mobilization.
 - Construction Consultation & Supervision to interpret construction documents during the on-site installation.
 - All Groundwork is Not Included.
- Supply & Installation of Pour In Place TPV Rubber Surfacing, 4078 SF: **\$123,898**
 - 4" Crushed Stone Subbase
 - Dumpster
- Supply & Installation of Engineered Wood Fiber Materials, 7650SF: **\$12,476**
 - 1 Layer of Fabric
 - Freight (\$4,752)

Open Market Items Total: \$570,675

Payment Terms for Non-Burke Items:

- 10% Due Upon Receipt of Contract for Professional Services: **\$57,067.50**
- 20% Due Upon Receipt to Secure Materials: **\$114,135**
- 40% Due 8 Weeks Prior To Construction to Secure Surfacing: **\$228,270**
- 20% Due 2 Weeks Prior to Construction for Mobilization: **\$114,135**
- 10% Due Upon Complete of Construction: **\$57,067.50**



304 north geneva street
ithaca, ny 14850

Burke Items SourceWell Contract # 010521-BUR:

Clifton Park Common Playground Rebuild: Proposal #: 146-161181-6

046-0536	PLAYMAT 3' X 5' X 2"	6	136	816	\$199	\$1,194
560-0051	INCLUSIVE ORBIT	1	667	667	\$13,884	\$13,884
560-0453	STEP SPOT POD 8-16"	1	19	19	\$353	\$353
560-0458	STEP SPOT POD 20-30"	1	21	21	\$353	\$353
560-0532	ORBITRON	1	244	244	\$3,813	\$3,813
560-2652	PLAYENSEMBLE FLOWERGARDEN, PO...	2	32	64	\$1,498	\$2,996
560-2654	PLAYENSEMBLE FLOWERGARDEN, CO...	1	32	32	\$1,498	\$1,498
570-0771	TRI-RIDER	1	179	179	\$4,804	\$4,804
570-0774	2 WAY SEE SAW W/ SEATS	1	122	122	\$1,744	\$1,744
580-0010	SUPER STRONG BENCH REC TAN 6	5	100	498	\$723	\$3,615
370-1604	BALANCE CHALLENGE	1	76	76	\$1,717	\$1,717
072-0500-84C	5" OD X 84" CAPPED POST	2	44	88	\$354	\$708
370-0205	LONG HORIZONTAL OVERHEAD LADD...	2	70	140	\$1,065	\$2,130
370-0413	LONG STR RING SWING OH, DK- DK	2	61	122	\$1,583	\$3,166
370-0223	PURSUIT CLIMBER 16"-40"	1	5	10	\$2,915	\$2,915
370-0516	TRIPLE WHEEL DEAL, DK TO DK	1	98	98	\$2,201	\$2,201
470-0107	COBRA SLIDE CURVED 96"	1	248	248	\$5,348	\$5,348
470-0114	COBRA SLIDE CORKSCREW LEFT 12...	1	352	352	\$8,204	\$8,204
470-0587	VIPER III RL 64-72	1	512	512	\$7,943	\$7,943
470-0661	VIPER R 48-56 W/O HOOD	1	126	126	\$2,469	\$2,469
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	32	32	\$616	\$616
570-0103	INNOVA ROCKER	1	703	703	\$11,880	\$11,880
570-0410	PLAYENSEMBLE TITAN CHIMES	1	121	121	\$6,564	\$6,564
570-0811	BRAILLE PANEL	1	55	55	\$1,419	\$1,419
570-0848	SIGNING 2-SIDED PLAY PANEL	1	44	44	\$862	\$862
570-2668	CAR ACCESSIBLE REACH PANEL	1	23	23	\$883	\$883
570-2701	COLLISION PANEL, ABOVE PLATFO...	1	55	55	\$1,904	\$1,904
600-0104	NPPS SUPERVISION SAFETY KIT	1	3	3	\$0	\$0
660-0103	MAINTENANCE KIT, STRUCTURE	1	7	7	\$0	\$0
660-0104	INSTALLATION KIT, STRUCTURE	1	5	5	\$0	\$0
Brackets	6x6 Mounting Brackets (open market)	10	\$260		\$2,600	

Total Weight: 5,482 lbs.
 With Packaging (+18%): 6,469 lbs.
Total Before Discount: \$97,783
SourceWell Discount: -\$9,778.30
Freight: \$4,500
***Installation: \$30,000**
Total: \$122,504.70

Burke Items payment terms net 30 days.

Project Grand Total: \$693,179.70



304 north geneva street
ithaca, ny 14850

***Please Note:** PBD is not responsible for any site preparation, including Surveying, Permits/Licensing, State or Federal (Davis Bacon) Wages, Demolition, Builders Risk Insurance, Union Fees (PLA/PSA Contracts), Drainage, Additionally Insured, Engineering, Waste/Dumpsters, OCIP, Fall Height/Attenuation Testing, Rooftop Installations, Waiver of, Subrogation, Fencing/Security, Extended Warranty, Bonding, Excavation and Site Work/Preparation, Dumpster, Acceptance of equipment and off-loading; storage of goods prior to installation; installation tools/equipment. The following is a non-inclusive list of items that may result in additional charges (Change Order). Work cannot commence until Change Order(s) are fully executed. Poor Site Access is not identified in the Proposal or Project Scope. Customer requirement/request for work on weekends, holidays, or overtime. Any and all scope variations not agreed upon in writing. Security that was not included in the base quote. The customer will be responsible for unloading equipment off the truck and disposal of debris. Customers must transport equipment to the site of installation. Direct access is required for large construction vehicles. If using rubber or turf surfacing, prep work must be done to the specifications of the supplier.

Client Responsibility: The client must perform all site work: All site preparation prior to the construction, including (but not exclusive to) demo of old playground, grading, drainage, footings for equipment, stakeout survey, and digging postholes for play structure (PBD will provide stakeout drawings). Installation of walkways, new vegetation, and/or curbing if applicable. Must accept and offload all material and equipment deliveries and store prior to the build.



Engineering and
Land Surveying, P.C.

1533 Crescent Road
Clifton Park, NY 12065
Phone: 518.371.0799
mjelspc@mjels.com
mjels.com

June 29, 2022

Mr. Phil Barrett
Town Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

RE: Clifton Commons Playground
Town of Clifton Park
Proposal for Engineering Services
MJ Proposal No. 2022336

Dear Supervisor Barrett:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Clifton Park (Town) this proposal for professional services for the rehabilitation of the Clifton Commons Playground. MJ's project understanding and associated Scope of Services are included below.

BACKGROUND

The Clifton Commons Playground includes several large wooden play features and stone bedding. The playground is aging and has required multiple repairs over the years to keep the equipment safe for users. Additionally, the Town is looking to modernize the features to offer a wide range of activities for children of all ages. Recommendations were provided by MJ in October 2017 for immediate repairs and suggested improvements. The Town has completed some of the recommendations set forth since that time, however, the Town is now looking to update the assessment and proceed design plans and construction to complete playground rehabilitation.

MJ offers the following Scope of Services:

SCOPE OF SERVICES

- **Task 1 – Kickoff Meeting and Condition Assessment:** MJ will coordinate a kickoff meeting with the Town and stakeholders and conduct a site visit to review existing conditions, take measurements, and draft a scope of work for proposed improvements. This effort includes a review and update of previous recommendations outlined in MJ's October 2017 Clifton Commons Playground Assessment. The review will include an assessment of the existing conditions and options for replacement of the playground and engraved bricks that border the area. MJ will distribute a brief meeting summary clearly indicating the understandings reached at the meeting.



- **Task 2 Project Documents:** MJ will prepare plans, specifications and bid documents, certified by a licensed engineer ready for public bidding. MJ will also provide a budget estimate based upon the proposed improvements. We assume up to two progress meetings will be required to review the scope of work and address any questions or comments from the Town.
- **Task 3 Bid Phase Services:** MJ will provide bid phase services to include answering questions from potential bidders, issuing any required addenda, attend the bid opening, review the low bidder's qualifications, recommend award to Town Board, and coordinate the execution of contract documents.
- **Task 4 Construction Phase Services:** MJ will provide construction phase services including the coordination of and attendance at the pre-construction/coordination meeting with the low bidder and Town, review of material submittals, review of payment requests, and coordinate closeout paperwork.

FEE

MJ will complete the above scope of services for the following Lump Sum Fee:

Task 1 – Kickoff Meeting and Condition Assessment	\$2,000
Task 2 – Project Documents.....	\$6,000
Task 3 – Bid Phase Services.....	\$1,500
Task 4 – Construction Phase Services	\$2,500
	Total Fee \$12,000

The estimated fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

This proposal has been prepared assuming the following:

- Base mapping for the project will be developed from aerial imagery and available NYS data sets. Topographic and boundary survey is not included.
- Construction inspection services are excluded from this scope of work. However, MJ can provide the services if requested by the Town at a rate of \$100/hr.

SUMMARY

Thank you for the invitation to submit this proposal. Receipt of the Town's formal written authorization to proceed will permit us to commence with the work outlined above. We look forward to the



Mr. Phil Barrett
June 29, 2022
Page 3 of 3

opportunity to work with the Town on this project. Should you have any questions or concerns, please do not hesitate to contact Jenny Lippmann at (518) 371-0799x462 or at jlippmann@mjels.com.

Sincerely,

Michael D. Panichelli, P.E.
President

AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described above, and in accordance with the Consultant Agreement between MJ and the Town of Clifton Park.

Printed Name

Title

Signature

Date

New York Legal References

State Agencies

N.Y. Stat Fin. Law § 163. Purchasing services and commodities.

10. e. The commissioner may authorize purchases required by state agencies or other authorized purchasers by letting a contract pursuant to a written agreement, or by approving the use of a contract let by any department, agency or instrumentality of the United States government and/or any department, agency, office, political subdivision or instrumentality of any state or states. A state agency purchaser shall document in the procurement record its rationale for the use of a contract let by any department, agency or instrumentality of the United States government or any department, agency, office, political subdivision or instrumentality of any other state or states. Such rationale shall include, but need not be limited to, a determination of need, a consideration of the procurement method by which the contract was awarded, an analysis of alternative procurement sources including an explanation why a competitive procurement or the use of a centralized contract let by the commissioner is not in the best interest of the state, and the reasonableness of cost.

Local Governments

N.Y. Gen. Mun. Law § 103. Advertising for bids and offers; letting of contracts; criminal conspiracies.

16. Notwithstanding the provisions of subdivisions one, two and three of this section, and section one hundred four of this article, any officer, board or agency of a political subdivision or of any district therein authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities; provided, however, that no political subdivision or district therein, other than a city with a population of one million or more inhabitants or any district, board or agency with jurisdiction exclusively therein, may make such purchases or contract for such services through the use of such a contract let on the basis of best value in a manner consistent with this section unless the political subdivision or district shall first adopt a local law, rule, regulation or resolution, as the case may be, pursuant to subdivision one of this section, authorizing the use of best value for awarding purchase contracts.

The authority provided to political subdivisions and districts therein pursuant to this subdivision shall not relieve any obligation of such political subdivision or district therein to comply with any applicable minority and women-owned business enterprise program mandates and the preferred source requirements of section one hundred sixty-two of the state finance law.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. *Id.* at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

Disclaimer:

The information found on the Sourcewell website is provided for educational and informational purposes only. This information contained on the Sourcewell website, including any printed material derived from the website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate. Please consult with a qualified attorney regarding any questions.

Information current as of: 2023-01-01



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #010521
Entitled

Playground and Water Play Equipment with Related Accessories and Services

The following advertisement was placed November 10, 2020 in Utah's *The Salt Lake Tribune*, in USA Today, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and November 11, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1 Stop Playgrounds, Ltd.	NZL Equipment
A-Citywide Glass, Inc.	Park N Play Design Co., Ltd.
ABC WATER PRODUCTS, INC.	PARKNPOOL CORPORATION
Americana Building Products, Inc.	Playground Planners
Anderson Irrigation Co, Inc.	PlayPower
AquaWorx, Inc.	PlayQuest Recreation
BCI Burke Company, LLC	PlayWorks, Inc.
Berliner Seilfabrik Play Equipment Corporation	Prophet Corp.
Bliss Products and Services, Inc.	Public Restroom Company
Blue Imp Playgrounds	Rain Drop Products
Columbia Cascade Company	Raindrop Products, LLC
CXT, Inc.	Redwood Plastics and Rubber Corp.
Ecore International	Regina Construction Association
Evoqua Water Technologies	Romtec, Inc.

G.L.V. Travellers, Inc.	Rubbercycle, LLC
GameTime	Ry-Lecia Corp.
Green Roots Play Equipment, Inc.	Saris Cycling Group
Green Site, LLC	Shade Systems, Inc.
Happy Playgrounds	SofSurfaces, Inc.
Henderson Recreation Equipment, Limited	Softline Solutions AB, Inc.
Hercules Poly	Southern Bleacher Company, Inc.
Industrial Shadeports, Inc.	The Fountain People
IntelliGreen Services, LLC	The Recreational Group
J. Oliver Construction, LLC	The Tools Man, Inc.
Keystone Ridge Designs, Inc.	TLMV, Inc. dba American Fence Company
KYA Services, LLC	Twins Contracting and Supplies, LLC
Landscape Structures Inc.	Vantage Vehicle International, Inc.
Natural Playgrounds Shop, LLC	Vortex USA
No Fault, LLC	Waterplay Solutions
North West Rubber	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 5, 2021 at 4:31:19 pm CT. Proposals were received from the following:

ABC WATER PRODUCTS, INC.
 AquaWorx, Inc.
 BCI Burke Company, LLC
 Berliner Seilfabrik Play Equipment Corporation
 Columbia Cascade Company
 CXT, Inc.
 Ecore International
 Henderson Recreation Equipment, Limited
 Industrial Shadeports, Inc.
 Keystone Ridge Designs, Inc.
 Landscape Structures, Inc.
 North West Rubber
 PlayPower
 Prophet Corp.
 Public Restroom Company
 Raindrop Products, LLC
 Rubbercycle, LLC
 Ry-Lecia Corp.
 Saris Cycling Group
 SofSurfaces, Inc.
 The Fountain People
 The Recreational Group
 TLMV, Inc. dba American Fence Company
 Vortex USA
 Waterplay Solutions

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Carol Jackson, Procurement Analyst
Michael Muñoz, CPPB, Procurement Analyst
Beverly Hoemberg, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

BCI Burke Company, LLC, is a manufacturer of playground equipment and safety surfacing. They are providing turnkey playground solutions and shade structures. Their products are made available to Sourcewell Participating Entities across the USA and Canada by 30 representative firms. BCI Burke is a participant in the U.S. Environmental Protection Agency's (EPA) Green Power Program. BCI Burke is offering tiered discount rates on all playground equipment and safety surfacing and flat discounts from MSRP on all shade products.

Landscape Structures, Inc., is an employee owned manufacturer of standard and custom playground equipment, site amenities, and shade products. They also offer splashpads through a partnership with Aquatix. These products are being provided as a materials-only or a turnkey solution through a network of 36 representatives across the United States. All products and services are offered at considerable discounts off the standard list price to Sourcewell Participating Entities.

PlayPower is a manufacturer of playground equipment, park and site amenities, fabric shade structures, surfacing products, and indoor play structures under the Little Tikes Commercial, Miracle Recreation, Playworld, Soft Play, USA Shade, Wabash Valley, and No Fault brands. PlayPower maintains a large distribution force delivering sales and service throughout the United States and Canada. They offer Participating Entities financing options and a solid discount off list price.

Raindrop Products, LLC, is a small business entity that manufactures splash pads, spray park slides, zero depth play features, water play structures, and decorative fountains. The "on-demand" technology used in their water features encourages water conservation. With support from an internal sales force, independent dealers, and service providers, they can provide sales and service across the United States and Canada. Raindrop Products offers a competitive discount off MSRP to Sourcewell Participating Entities.

SofSurfaces, Inc., manufactures and distributes tile surfacing products for fall protection on playgrounds. SofSurfaces will be able to serve Sourcewell participating entities with a dealer network made up of 30 independently owned organizations for sales and distribution throughout the United States and Canada. SofSurfaces offers financing for purchases exceeding minimum thresholds and Sourcewell Participating Entities are offered a significant discount off MSRP prices.

Waterplay Solutions is a manufacturer of water play systems, free-standing water play equipment, ground sprays and fountains, activity towers, shade, and surfacing. Waterplay Solutions is prepared to serve Sourcewell Participating Entities across the United States and Canada through their extensive dealer network. Waterplay

Solutions is a certified woman-owned business through WBE Canada. They offer financing options to Sourcewell Participating Entities and a solid discount off MSRP pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #010521 to:

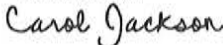
BCI Burke Company, LLC	010521-BUR
Landscape Structures	010521-LSI
PlayPower	010521-LTS
Raindrop Products LLC	010521-RDP
SofSurfaces Inc.	010521-SFS
Waterplay Solutions	010521-WTR

The preceding recommendations were approved on February 15, 2021.

DocuSigned by:

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 Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

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 Carol Jackson, Procurement Analyst

DocuSigned by:

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 Michael Muñoz, CPPB, Procurement Analyst

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 Beverly Hoemberg, Procurement Analyst

STATEMENT OF COMPLIANCE

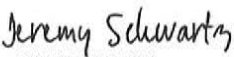
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #010521 for Playground and Water Play Equipment with Related Accessories and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:


C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

Michigan	1	2	1	2
Michigan St.	1	2	1	2
Rutgers	1	2	1	2
Penn St.	0	3	0	3

West

	Conference		All Games	
	W	L	W	L
Northwestern	3	0	3	0
Purdue	2	0	2	0
Wisconsin	1	0	1	0
Iowa	1	2	1	2
Minnesota	1	2	1	2
Illinois	0	3	0	3
Nebraska	0	2	0	2

Conference USA East

	Conference		All Games	
	W	L	W	L
Marshall	3	0	6	0
FAU	3	1	3	1
Charlotte	2	1	2	3
Middle Tennessee	2	3	2	5
W. Kentucky	1	3	2	6

AIR FORCE	0	2	0	2
New Mexico	0	2	0	2
Utah St.	0	3	0	3

Ohio Valley Conference

	Conference		All Games	
	W	L	W	L
Jacksonville St.	0	0	3	1
E. Kentucky	0	0	2	5
Austin Peay	0	0	0	3
E. Illinois	0	0	0	0
Murray St.	0	0	0	0
SE Missouri	0	0	0	1
Tennessee St.	0	0	0	0
Tennessee Tech	0	0	0	0
UT Martin	0	0	0	0

Pacific-12 Conference North

	Conference		All Games	
	W	L	W	L
Oregon	1	0	1	0
Washington St.	1	0	1	0
California	0	0	0	0
Oregon St.	0	1	0	1

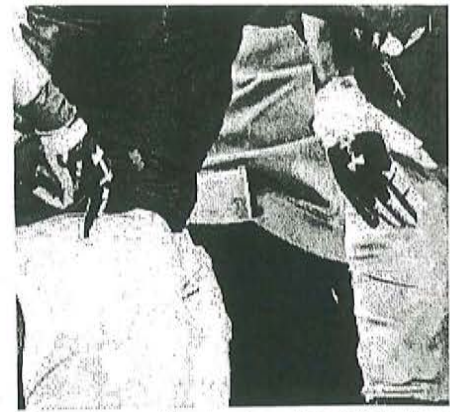
Appalachian St.	3	0	5	1
Georgia Southern	3	2	5	2
Troy	2	2	4	3
Georgia St.	2	3	3	3

West

	Conference		All Games	
	W	L	W	L
Louisiana-Lafayette	4	1	6	1
South Alabama	2	2	3	4
Arkansas St.	1	4	3	5
Texas State	1	4	1	8
Louisiana-Monroe	0	5	0	8

Major Independents

	W	L
BYU	8	0
Liberty	7	0
Army	6	1
New Mexico St.	0	0
UConn	0	0
UMass	0	2



Notre Dame linebacker Jeremiah Owens against Clemson on Saturday night. M

MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Playground and Water Play Equipment with Related Accessories and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than January 5, 2021, at 4:30pm Central Time, and late proposals will not be considered.

PUBLIC NOTICE

Request for Proposal (RFP)

E&I Cooperative Services, Inc. invites the submission of sealed proposals for:

RFP#683493 for Premium Office Furniture

Proposals are due by 1:00 ET on Monday, December 14th, 2020

BUSINESS

INVESTMENTS

INSURED!
30% APR PAID!
P&I PAID MONTHLY!
 \$4500. INVESTMENT!
 SECURED! SHORT TERM!



Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BCI Burke Company, LLC, 727 Northwest Way, Fond du Lac, WI 54937 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.



The New York State Contract Reporter

This document printed
Monday, 11/09/2020

NYS' official source of contracting opportunities
Bringing business and government together

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Playground and Water Play Equipment with Related Accessories and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 010520

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 11/10/2020

Due Date/Time: 01/05/2021 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Educational & Recreational - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Kim Austin
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4161
kim.austin@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Kim Austin
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4161
kim.austin@sourcewell-mn.gov

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April 25, 2022

Phil Barrett
Town Supervisor
Town of Clifton Park
One Town Hall Plaza
Clifton Park, NY 12065

Re: Town of Clifton Park Working Capital CAPTIED LIF, Project # 134,982

Dear Phil Barrett:

On behalf of Empire State Development (“ESD”), I am pleased to inform you that the above-captioned project has been included in the Urban Development Corporation d/b/a Empire State Development 2018-2019 budget. A grant of up to \$200,000 will be used toward the installation of a Playground at Clifton Common.

For your convenience, we have enclosed an Application for Financial Assistance form, which includes Disclosure & Accountability Certifications (Section 12) for you to complete and return Hedley Park Place, 433 River Street, Suite 1003, Troy, NY 12180. As soon as we receive your completed application and certifications for the Town of Clifton Park Working Capital CAPTIED LIF project, your Project Manager, Alexandra Araujo, will work with you as necessary to finalize your application.

Once your application has been finalized, the Town of Clifton Park Working Capital CAPTIED LIF project will be presented to ESD’s Chief Executive Officer (“CEO”) for approval. ESD’s approval cycle occurs monthly.

In accordance with the requirements of Article 15-A of the New York State Executive Law, projects awarded funding shall be reviewed by ESD’s Office of Contractor and Supplier Diversity (“OCSD”), which will, where applicable, set minority and women-owned business enterprise (“MWBE”) participation goals. Such goals shall typically be included in the materials presented to the ESD CEO for approval and the subsequent grant disbursement agreement.

Please note that ESD’s agency-wide MWBE utilization goal is 30%. After we receive your application, your project will be assigned an individual contract-specific goal, which may be higher or lower than 30%. You will be required to use good faith efforts to achieve the prescribed MWBE goals assigned to this project and must maintain such records and take such actions necessary to demonstrate such compliance.

General inquiries or questions relating to MWBE participation requirements may be addressed to Danielle Adams in the OCSD at (518) 292-5187 or Danielle.adams@esd.ny.gov

Lastly, Town of Clifton Park must be registered and up-to-date with its filings with the New York State Office of the Attorney General's Charities Bureau, the New York State Department of State, and the New York State Office of the State Comptroller's VendRep System, as applicable, prior to ESD Directors' approval. **If Town of Clifton Park is a not-for-profit organization, Town of Clifton Park must be prequalified in New York State Grants Gateway prior to the execution of the grant disbursement agreement.**

Should you have any questions regarding how to proceed, please feel free to call me at (212) 803-3658 or Alexandra Araujo at (518) 270- 1135. We look forward to working with you on this important project.

Sincerely,

Glendon McLeary

Glendon McLeary
VP and Director, Loans & Grants

Attachment

CC: Alexandra Araujo
Michael Yevoli
Danielle Adams
Jeff DeGironimo – Senate Finance

Cynthia, Zlogar

From: Mark Heggen
Sent: Tuesday, May 2, 2023 1:49 PM
To: Cynthia, Zlogar; Tom McCarthy
Cc: Jean, Spiegel; Phil Barrett
Subject: RE: Resolution Request for TB Meeting: 05-08-2023 or 5.15 Supervisor

Follow Up Flag: Follow up
Flag Status: Flagged

Funds to come from ARPA funds A-07109-00200 (General Fund – ARPA Park Improvements – Equipment)

Mark

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

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

mheggen@cliftonpark.org

From: noreply <noreply@cliftonpark.org>
Sent: Tuesday, May 2, 2023 11:21 AM
To: Cynthia, Zlogar <CZlogar@cliftonpark.org>; Tom McCarthy <TMCarthy@cliftonpark.org>
Cc: Jean, Spiegel <JSpiegel@cliftonpark.org>; Phil Barrett <PBarrett@cliftonpark.org>; Mark Heggen <mheggen@cliftonpark.org>
Subject: Resolution Request for TB Meeting: 05-08-2023 or 5.15 Supervisor

COMPTROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

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

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

Requested Meeting Date: **05-08-2023**

Alternate Date 5.15

Brief Description: **Authorize purchase and installation of new play equipment and apparatus for Common**

Playgrounds

Budget #:

Budget Description: **\$693,179.70**

\$ Amount:

Procurement Policy, please describe.

Sourcewell, sole source

Additional Comments/Details:

Check with Comptroller for Budget lines and transfers

RESOLUTION

6

Resolution No. _____ of 2023, a resolution hiring seasonal Lifeguards for the 2023 Summer Season for Barney Road, Country Knolls and Locust Lane Pools.

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

WHEREAS, the Town Board wishes to hire Lifeguards to maintain a safe environment at the town pools, as well as assist in the management of those pools at Barney Road, Country Knolls and Locust Lane Pools, and

WHEREAS, the Supervisor has recommended that the attached list of individuals be hired as Lifeguards and at the attached rates; now, therefore be it

RESOLVED, that the individuals listed on Schedule A, attached, shall be hired as Life Guards for the Barney Road, Locust Lane and Country Knolls Pools for the 2023 season, to be paid at the rates noted on the attachment.

SCHEDULE A

First	Last	Pool	2023 Rate	Title	Step
Parker	Sergott	TBD	\$14.50	Lifeguard	1
Brady	Keller	TBD	\$14.50	Lifeguard	1
Jacob	Miller	TBD	\$14.50	Lifeguard	1
Marlena	Vieira	TBD	\$14.50	Lifeguard	1
Evelyn	Noakes	TBD	\$14.50	Lifeguard	1
Lucas	Damjanovic	TBD	\$14.50	Lifeguard	1
Liam	Connell	TBD	\$14.50	Lifeguard	1
John	Hallahan	TBD	\$14.50	Lifeguard	1
Nicholas	Fisher	TBD	\$14.50	Lifeguard	1
Quinlan	DeWan	TBD	\$14.50	Lifeguard	1
Cole	Mason	TBD	\$14.50	Lifeguard	1
Stella	Zhang	TBD	\$14.50	Lifeguard	1
Nathan	Davey	TBD	\$14.50	Lifeguard	1
Jake	Han	TBD	\$14.50	Lifeguard	1
John	Greenleaf	TBD	\$14.50	Lifeguard	1
Jack	Bibighaus	TBD	\$14.50	Lifeguard	1
John	Shea	TBD	\$14.50	Lifeguard	1
Erin	Fariello	TBD	\$14.50	Lifeguard	1
Clara	Leone	TBD	\$14.50	Lifeguard	1

Cynthia, Zlogar

From: noreply
Sent: Thursday, April 27, 2023 3:27 PM
To: Cynthia, Zlogar; Michael, Woerner
Cc: Jean, Spiegel; Phil Barrett; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara
Subject: Resolution Request for TB Meeting: 05-08-2023 or any day that works best for you PARKS & RECREATION
Attachments: 644acc67591f3-New Hires 2023 pool lifeguards.xlsx

COMPROLLER APPROVAL or Comments:

ATTORNEY APPROVAL or Comments:

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

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

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

Agatha Reid

Requested Meeting Date: **05-08-2023**

Alternate Date any day that works best for you

Brief Description: **hiring new lifeguards pools to be determined**

Budget #: **a-7150/7151/7152-E4690**

Budget Description: **hiring staff**

\$ Amount: **hourly \$\$ attached**

Procurement Policy, please describe. **hiring staff**

Additional Comments/Details: **pools t TBD all step 1 new hires**

RESOLUTION
7

Resolution No. _____ of 2023, a resolution accepting dedication of sewer/utility easements from the Waite Meadows subdivision along Scarlet Street and Dahlia Drive.

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

WHEREAS, Waite Meadows, LLC wishes to dedicate certain sanitary sewer improvements within the Waite Meadows Subdivision consisting of pipes, manholes, conduits, pumps and related infrastructure, to the Town of Clifton Park for sewer purposes, and

WHEREAS, Waite Meadows LLC has also offered to convey permanent easements to the Town for maintenance, operation and repair of the infrastructure to be dedicated, and

WHEREAS, Mike O'Brien, Collection Systems Manager, recommends that the Town Board accept the dedication of the infrastructures at this time; now, therefore, be it

RESOLVED, that the Town Board hereby accepts the dedication of certain sanitary sewer infrastructure and easements as depicted on the attached record drawings and deed of dedication, subject to the review of filing documents by the Town Attorney.

Record and Return:

PERMANENT NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT

Made the ___ day of _____, Two Thousand and Twenty-Three
Between

Waite Meadows, LLC, having an address of 1743 Route 9, Clifton Park, NY 12065,

Grantor, and

Town of Clifton Park, a municipal corporation organized and existing under the laws of the State of New York, with principal offices located at 1 Town Hall Plaza, Clifton Park, NY 12065,

Grantee.

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, release, transfer and convey to the Grantee, its successors and assigns forever, A NON-EXCLUSIVE PERMANENT RIGHT OF WAY AND EASEMENT FOR THE INSTALLATION, MAINTENANCE, INSPECTION, REPAIR, RELINING, REMOVAL, REPLACEMENT, IMPROVEMENT, USE AND OPERATION OF A SANITARY SEWER LINE AND FORCE MAIN OVER ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Clifton Park, County of Saratoga, State of New York, as shown on a map entitled, "Subdivision of lands for Waite Meadows (As Revised)", dated March 8, 2021 as prepared by The Environmental Design Partnership, LLP and filed in the Saratoga County Clerk's Office on May 9, 2022 as Map No. M2022073, with the easement granted herein more particularly bounded and described as set forth in detail in Schedule "A", by metes and bounds description and exhibit maps, which are attached hereto.

BEING and intended to be a portion of the premises acquired by Grantor by virtue of a certain deed dated December 17, 2013 made by 1743 Route 9 LLC and recorded in the Saratoga County Clerk's Office on December 31, 2013 as Instrument # 2013050974.

TOGETHER WITH a further right of ingress and egress across such property of the Grantor to effectuate the purposes of said easements and the proper use of any other right granted herein, provided such right of ingress and egress is exercised by the Grantee over routes that occasion the least practicable damage and inconvenience to the Grantor.

Grantor shall ensure that any improvements made shall not interfere with the use, operation or access to said permanent easement. The Grantee and its heirs, successors and assigns may remove from within the boundaries of the permanent easement described herein any obstruction established in violation of the scope of this easement, which substantially precludes Grantee from fulfilling the intent of this easement, and Grantee shall be under no obligation to repair, replace or restore any such removed obstruction.

The easement herein granted to Grantee and its heirs, successors and assigns shall be deemed to be as described in Schedule "A" for the purpose of INSTALLATION, MAINTENANCE, INSPECTION, REPAIR, RELINING, REMOVAL, REPLACEMENT, IMPROVEMENT, USE AND OPERATION OF A SANITARY SEWER LINE AND FORCE MAIN and any and all appurtenances related thereto; to make the required excavations therefor upon, under or across said premises, and to thereafter make such repairs to the premises as may be necessary or appropriate as to return the premises to the full function and appearance, with Grantee to also have the right to inspect the same from time to time, together with the right of the Grantee, its officers, employees, agents, servants or contractors of ingress and egress to enter upon said premises described in Schedule "A" for the full use and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, for the purposes hereinbefore specified.

THIS easement shall run with the land and be binding on the parties hereto and their respective heirs,

successors and assigns.

SUBJECT to any and all enforceable easements, restrictions, and conditions or record.

AND Grantor hereby warrants that it has fee simple title in the area of land or property comprising the easement described herein, and that it has good and lawful right to convey the rights conveyed by this instrument to the Grantee.

Grantor:

Waite Meadows, LLC

**By: Peter Belmonte Builders Corp.,
Sole Member**

**By: _____
Peter J. Belmonte, Jr., President**

STATE OF NEW YORK :
COUNTY OF SARATOGA :

On the ____ day of _____, 2023, before me, the undersigned, personally appeared Peter J. Belmonte, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Grantee:

Town of Clifton Park

By: _____

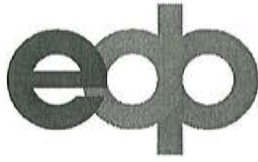
STATE OF NEW YORK :
COUNTY OF SARATOGA :

On the ___ day of _____, 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**Tax Map Numbers: 270.00-3.1, 270.00-3-2, 270.00-3-3, 270.00-3-8, 270.00-3-9,
270.00-3-12, 270.00-3-12, 270.00-3-17, 270.00-3-18, 270.00-3-19, 270.00-3-99 and
270.00-1-19.11**

Property Address: Scarlet Street and Dahlia Drive, Clifton Park, NY



**SURVEY DESCRIPTION
SANITARY SEWER UTILITY EASEMENT OVER
SCARLET STREET AND DAHLIA DRIVE (FUTURE TOWN HIGHWAYS)
TO BE GRANTED TO THE
TOWN OF CLIFTON PARK
WAITE MEADOWS SUBDIVISION (AS REVISED)
CLIFTON PARK, NY**

SANITARY SEWER UTILITY EASEMENT THROUGH ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Clifton Park, County of Saratoga, State of New York lying along the northeasterly line of Waite Road, identified as Scarlet Street and Dahlia Drive as shown on a map entitled "Subdivision of lands for Waite Meadows (As revised), Applicant/Owner: Waite Meadows, LLC", dated March 8, 2021 as prepared by The Environmental Design Partnership, LLP and filed in the Saratoga County Clerk's Office on May 9, 2022 as Map No. M2022073 and being further bounded and described as follows:

Sanitary Sewer Utility Easement over Scarlet Street:

Beginning at the point of intersection of the northeasterly line of Waite Road with the northerly line of Scarlet Street, the parcel of land herein being described, said point fronting Lot 2 as shown on said map;

Thence from the said *Point of Beginning* along the general northerly, easterly and southerly lines of said Scarlet Street as it fronts said Lot 2, Lot Nos. 202, 3 through 16, Dahlia Drive, Lot 201, Lot Nos. 34 and 1 as shown on said map the following thirty-five (35) courses and distances:

- 1) Along a curve to the left an arc length of 42.63 feet to a point of tangency, said curve having a radius of 30.00 feet and a chord length of South 87 deg. 18 min. 20 sec. East, 39.13 feet;
 - 2) North 51 deg. 59 min. 20 sec. East, 63.30 feet to a point of curvature;
 - 3) Along a curve to the right an arc length of 246.84 feet to a point of reverse curvature identified as proposed monument #2, said curve having a radius of 446.00 feet and a chord length of North 67 deg. 50 min. 40 sec. East, 243.70 feet;
 - 4) Along a curve to the left an arc length of 44.61 feet to a point of tangency, said curve having a radius of 200.00 feet and a chord length of North 77 deg. 18 min. 40 sec. East, 44.51 feet;
 - 5) North 70 deg. 55 min. 20 sec. East, 26.24 feet to a point of curvature;
 - 6) Along a curve to the left an arc length of 159.70 feet to a point of tangency, said curve having a
-

- radius of 370.00 feet and a chord length of North 58 deg. 33 min. 20 sec. East, 158.46 feet;
- 7) North 46 deg. 11 min. 30 sec. East, 223.50 feet to a point of curvature;
- 8) Along a curve to the right an arc length of 119.13 feet to a point of tangency, said curve having a radius of 480.00 feet and a chord length of North 53 deg. 18 min. 00 sec. East, 118.83 feet;
- 9) North 60 deg. 24 min. 40 sec. East, 160.91 feet to a point of curvature;
- 10) Along a curve to the left an arc length of 100.86 feet to a point of tangency identified as proposed monument #4, said curve having a radius of 420.00 feet and a chord length of North 53 deg. 31 min. 50 sec. East, 100.61 feet;
- 11) North 46 deg. 39 min. 10 sec. East, 170.89 feet to a point of curvature;
- 12) Along a curve to the left an arc length of 178.38 feet to a point of tangency, said curve having a radius of 270.00 feet and a chord length of North 27 deg. 43 min. 30 sec. East, 175.15 feet;
- 13) North 08 deg. 48 min. 00 sec. East, 153.87 feet to a point of curvature;
- 14) Along a curve to the right in a general easterly direction an arc length of 410.46 feet to a point of tangency, said curve having a radius of 330.00 feet;
- 15) North 80 deg. 03 min. 50 sec. East, 81.04 feet to a point of curvature;
- 16) Along a curve to the left an arc length of 28.88 feet to a point of reverse curvature, said curve having a radius of 30.00 feet and a chord length of North 52 deg. 29 min. 20 sec. East, 27.77 feet;
- 17) Along a curve to the right around the cul-de-sac a general easterly, southerly and westerly direction an arc length of 380.00 feet to a point of reverse curvature, said curve having a radius of 75.00 feet;
- 18) Along a curve to the left an arc length of 28.88 feet to a point of tangency, said curve having a radius of 30.00 feet and a chord length of North 72 deg. 21 min. 40 sec. West, 27.77 feet;
- 19) South 80 deg. 03 min. 50 sec. West, 81.04 feet to a point of curvature;
- 20) Along a curve to the left in a general westerly direction an arc length of 335.83 feet to a point of tangency, said curve having a radius of 270.00 feet;
- 21) South 08 deg. 48 min. 00 sec. West, 153.87 feet to a point of curvature;
- 22) Along a curve to the right in a general southerly direction an arc length of 218.02 feet to a point of tangency, said curve having a radius of 330.00 feet;
- 23) South 46 deg. 39 min. 10 sec. West, 170.89 feet to a point of curvature;
- 24) Along a curve to the right an arc length of 115.26 feet to a point of tangency, said curve having
-

- a radius of 480.00 feet and a chord length of South 53 deg. 31 min. 50 sec. West, 114.99 feet;
- 25) South 60 deg. 24 min. 40 sec. West, 160.91 feet to a point of curvature;
- 26) Along a curve to the left an arc length of 104.24 feet to a point of tangency, said curve having a radius of 420.00 feet and a chord length of South 53 deg. 18 min. 00 sec. West, 103.97 feet;
- 27) South 46 deg. 11 min. 30 sec. West, 223.50 feet to a point of curvature;
- 28) Along a curve to the right an arc length of 185.60 feet to a point of tangency, said curve having a radius of 430.00 feet and a chord length of South 58 deg. 33 min. 20 sec. West, 184.16 feet;
- 29) South 70 deg. 55 min. 20 sec. West, 33.22 feet to a point of curvature;
- 30) Along a curve to the left an arc length of 28.88 feet to a point of tangency, said curve having a radius of 182.00 feet and a chord length of South 66 deg. 22 min. 30 sec. West, 28.84 feet;
- 31) South 61 deg. 49 min. 50 sec. West, 65.10 feet to a point of curvature;
- 32) Along a curve to the right an arc length of 43.19 feet to a point of reverse curvature, said curve having a radius of 273.00 feet and a chord length of South 66 deg. 21 min. 50 sec. West, 43.15 feet;
- 33) Along a curve to the left an arc length of 116.81 feet to a point of tangency, said curve having a radius of 354.00 feet and a chord length of South 61 deg. 26 min. 30 sec. West, 116.29 feet;
- 34) South 51 deg. 59 min. 20 sec. West, 63.47 feet to a point of curvature identified as proposed monument #1; and
- 35) Along a curve to the left an arc length of 42.56 feet to a point of tangency in the northeasterly line of the aforesaid Waite Road as shown on said map, said curve having a radius of 30.00 feet and a chord length of South 11 deg. 21 min. 00 sec. West, 39.08 feet;
- Thence* along said northeasterly line of Waite Road long a curve to the left having a radius of 475.00 feet, a chord length of North 37 deg. 56 min. 40 sec. West, 142.97 feet and arc length of 143.52 feet to the point or place of beginning of said *easement* and containing 3.60± acres of land.

Sanitary Sewer Utility Easement over Dahlia Drive:

Beginning at the point of intersection of the easterly line of Scarlet Street with the westerly line of Dahlia Drive, the parcel of land herein being described, said point fronting Lot 16 as shown on said map;

Thence from the said *Point of Beginning* along the general northerly, northeasterly, easterly,

southerly and southwesterly lines of said Dahlia Drive as if fronts said Lot 16, Lot 203, Lot Nos. 17 through 31, Lot 201, Lot 32 and Lot 33 the following thirteen (13) courses and distances:

- 1) Along a curve to the left an arc length of 44.14 feet to a point of tangency identified as proposed monument #5, said curve having a radius of 30.00 feet and a chord length of South 33 deg. 21 min. 00 sec. East, 40.26 feet;
- 2) South 75 deg. 30 min. 00 sec. East, 99.12 feet to a point of curvature;
- 3) Along a curve to the right in a general easterly direction an arc length of 154.94 feet to a point of tangency, said curve having a radius of 330.00 feet;
- 4) South 48 deg. 35 min. 50 sec. East, 320.93 feet to a point of curvature;
- 5) Along a curve to the left in a general easterly direction an arc length of 523.57 feet to a point of compound curvature, said curve having a radius of 395.00 feet;
- 6) Along a curve to the left in a general easterly direction an arc length of 30.28 feet to a point of reverse curvature, said curve having a radius of 30.00 feet;
- 7) Along a curve to the right around the cul-de-sac a general easterly, southerly and westerly direction an arc length of 379.92 feet to a point of reverse curvature, said curve having a radius of 75.00 feet;
- 8) Along a curve to the left an arc length of 27.79 feet to a point of reverse curvature, said curve having a radius of 30.00 feet and a chord length of South 81 deg. 19 min. 30 sec. West, 26.81 feet;
- 9) Along a curve to the right in a general westerly direction an arc length of 608.43 feet to a point of tangency, said curve having a radius of 455.00 feet;
- 10) North 48 deg. 35 min. 50 sec. West, 320.93 feet to a point of curvature;
- 11) Along a curve to the left an arc length of 126.77 feet to a point of tangency, said curve having a radius of 270.00 feet and a chord length of North 62 deg. 02 min. 50 sec. West, 125.61 feet;
- 12) North 75 deg. 30 min. 00 sec. West, 95.62 feet to a point of curvature; and
- 13) Along a curve to the left an arc length of 43.60 feet to a point of cusp in the easterly line of said Scarlet Street, said curve having a radius of 30.00 feet and a chord length of South 62 deg. 51 min. 50 sec. West, 39.86 feet;

Thence along said easterly line of Scarlet Street as it fronts said Dahlia Drive as shown on said map the following two (2) courses and distances:

- 1) Along a curve to the left in a general northerly direction an arc length of 71.60 feet to a point of
-

tangency, said curve having a radius of 330.00 feet; and

2) North 08 deg. 48 min. 00 sec. East, 42.26 feet to the point or place of beginning of said *easement* and containing 2.02± acres of land.

Said *easements* made subject to any and all enforceable covenants, conditions, easements and restrictions of record as they may appear.

February 28, 2023

REV 3/23/2023

Prepared By: Timothy J. McAlonen, PLS



Waite Meadows - Town Sewer Easement - Town Highways.docx

ID: 13245

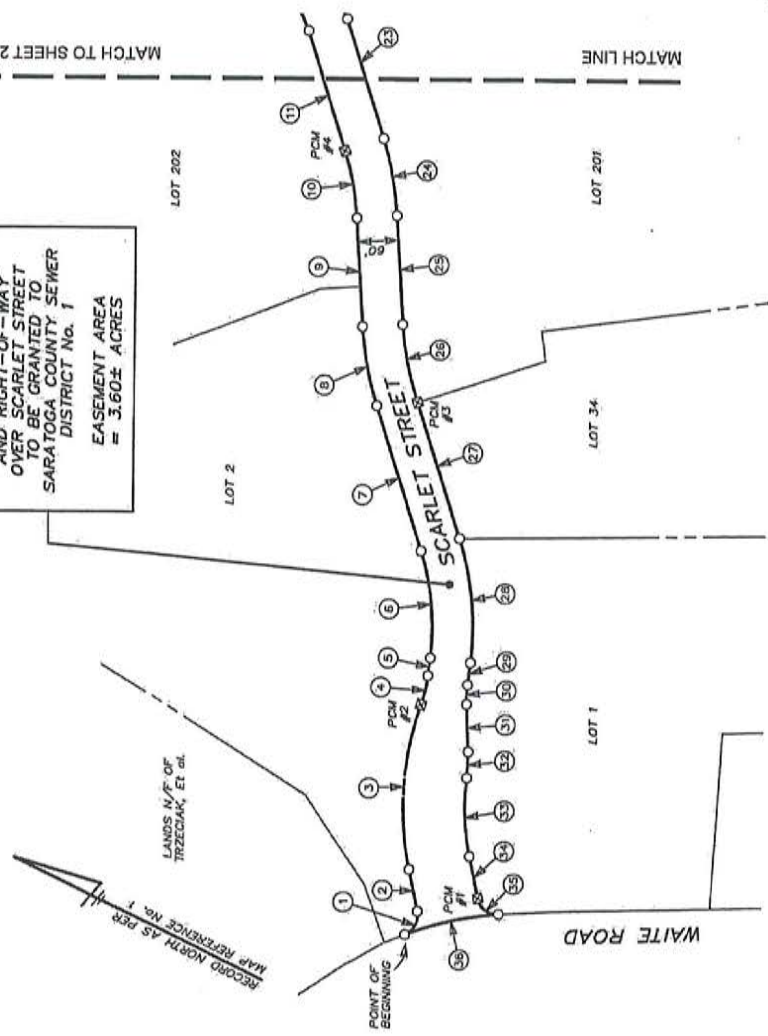
BEARING & DISTANCE CHART:

- 1 R=30.00', L=42.63', S87°18'20"E (CURVE TO THE LEFT)
- 2 R=42.63', L=42.63', S87°18'20"E (CURVE TO THE LEFT)
- 3 R=270.00', L=335.83' (CURVE TO THE LEFT)
- 4 R=270.00', L=335.83' (CURVE TO THE LEFT)
- 5 R=270.00', L=335.83' (CURVE TO THE LEFT)
- 6 R=270.00', L=335.83' (CURVE TO THE LEFT)
- 7 R=270.00', L=335.83' (CURVE TO THE LEFT)
- 8 R=270.00', L=335.83' (CURVE TO THE LEFT)
- 9 R=270.00', L=335.83' (CURVE TO THE LEFT)
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- 60 R=270.00', L=335.83' (CURVE TO THE LEFT)

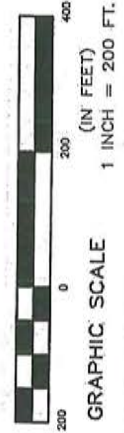
LEGEND:

N/F denotes Now or Formerly
 PCM denotes Proposed Concrete Monument

PERMANENT EASEMENT AND RIGHT-OF-WAY OVER SCARLET STREET TO BE GRANTED TO SARATOGA COUNTY SEWER DISTRICT No. 1
 EASEMENT AREA = 3.60± ACRES



SHEET 1 OF 2



ENVIRONMENTAL DESIGN PARTNERSHIP, LLP
 900 Route 146 Clifton Park NY 12065
 (518) 371-7621
 edpllp.com

PERMANENT EASEMENT AND RIGHT-OF-WAY OVER SCARLET STREET TO BE GRANTED TO SARATOGA COUNTY SEWER DISTRICT No. 1
 (AS REVISED)
 SARATOGA COUNTY, NEW YORK
 FEBRUARY 15, 2023
 tmalonen@edpllp.com
 PLS 50.471
 TIMOTHY J. McALONEN
 TOWN OF CLIFTON PARK
 SCALE: 1" = 200'

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 COPIES FROM THE ORIGINAL OF THIS SURVEY MAP NOT MARKED WITH THE LAND SURVEYOR'S EMBOSSED SIGNATURE SHALL BE CONSIDERED A VALID TRUE COPY.

MAP REFERENCE:

- 1) Map Entitled: "Subdivision of Lands - Waite Meadows (As Revised)"
 Map Date: March 8, 2021
 Prepared By: The Environmental Design Partnership, LLP
 Map Filed: May 9, 2022
 Map No. M2020973
 Saratoga County Clerk's Office

R:\MAPS\1064\Clifton Park\Waite Road\021 Waite Meadows-Bdmon1a\05-dwg\survey\sketch\2022-Exhibit Map Scarlet Street.dwg Feb 27, 2023 10:42:43AM

RESOLUTION
#8

Resolution No. _____ of 2023, a resolution authorizing the Superintendent of Highways to hire William Bacon as a Motor Equipment Operator in the Highway Department.

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

WHEREAS, after the resignation of James Charbonneau, an opening exists in the Highway Department for Motor Equipment Operator, and

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

<u>Name</u>	<u>License Type</u>	<u>Address</u>
William Bacon	Class A	██████████, Saratoga, NY 12866

and,

WHEREAS, Mr. Bacon brings over eight years of experience in the field of heavy equipment operation and operation of large commercial trucks. Earning a degree in Auto Mechanics from Hudson Valley Community College, has experience as a Truck and Trailer Mechanic for Fort Edward Express, has a Class A Driver's License and one year experience working for Saratoga County D.P.W.; now therefore, be it,

RESOLVED, that the Town Board authorizes the hiring of William Bacon as Motor Equipment Operator, at Grade 5, Step 1, at a Salary of \$54,496, at a rate of \$26.20/hr., effective at a start date no earlier than Tuesday, May 23, 2023, and be it further,

RESOLVED, that Mr. Bacon be paid at the above-mentioned rate from budget line DA-05110-Exxxx (Highway Fund-General Construction-Employee), and budget line DA-05142-Exxxx (Highway Fund- Snow Removal-Employee), for the remainder of the calendar year, and be it further,

RESOLVED, that the Comptroller is authorized to transfer funds as detailed in the attached Schedule A.

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									
William	Bacon	5	1	1	26.20		31.8	40	\$ 33,326.40
Rounded to:									<u>\$ 33,326.00</u>

Transfer funds from:

Highway Fund - General Construction - J Charbonneau	27.8 weeks	DA-05110-E0873	<u>\$ 27,000.00</u>
Highway Fund - General Construction - N Bonesteel		DA-05110-E6042	<u>\$ 826.00</u>
Highway Fund - Snow Removal - J Charbonneau		DA-05142-E0873	<u>\$ 5,500.00</u>

Transfer to:

Highway Fund - General Construction - Emp'ee		DA-05110-Exxxx	<u>\$ 25,990.00</u>
Highway Fund - Snow Removal - Emp'ee		DA-05142-Exxxx	<u>\$ 7,336.00</u>